

# MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No. 23/02-06

**Location of Meeting:** Andrew Firebaugh Community Center  
1655 13<sup>th</sup> Street, Firebaugh, CA 93622  
**Date/Time:** February 6, 2023/6:00 p.m.

## CALL TO ORDER

**ROLL CALL**  
Mayor Felipe Perez  
Mayor Pro Tem Elsa Lopez  
Council Member Freddy Valdez  
Council Member Silvia Renteria  
Council Member Brady Jenkins

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Andrew Firebaugh Community Center to participate at this meeting, please contact the Deputy City Clerk at (559) 659-2043. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to the Andrew Firebaugh Community Center.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the Deputy City Clerk's office, during normal business hours.

## PLEDGE OF ALLEGIANCE

## APPROVAL OF THE AGENDA

## PRESENTATION

- Syserco Energy Solutions, Inc.
- SitelogIQ's Central Valley Local Government Energy Team

## PUBLIC COMMENT

## CONSENT CALENDAR

Items listed on the calendar are considered routine and are acted upon by one motion unless any Council member requests separate action. Typical items include minutes, claims, adoption of ordinances previously introduced and discussed, execution of agreements and other similar items.

### 1. APPROVAL OF MINUTES – The City Council regular meeting on December 19, 2022.

### 2. WARRANT REGISTER – Period starting December 1 and ending on December 31, 2022.

|               |                  |                 |                        |
|---------------|------------------|-----------------|------------------------|
| December 2022 | General Warrants | #43649 - #43829 | \$ 1,326,409.03        |
|               | Payroll Warrants | #71925 - #71937 | \$ 145,376.81          |
|               | <b>TOTAL</b>     |                 | <b>\$ 1,471,785.84</b> |

### 3. WARRANT REGISTER – Period starting January 1 and ending on January 31, 2023.

|              |                  |                 |                        |
|--------------|------------------|-----------------|------------------------|
| January 2023 | General Warrants | #43830 - #43932 | \$ 920,014.19          |
|              | Payroll Warrants | #71938 - #71955 | \$ 143,396.15          |
|              | <b>TOTAL</b>     |                 | <b>\$ 1,063,410.34</b> |

## PUBLIC HEARING

None

## NEW BUSINESS

4. **RESOLUTION NO. 23-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING BID AND AWARDING CONTRACT TO EMMETT VALLEY CONSTRUCTION, INC. FOR THE J STREET AND 10<sup>TH</sup> STREET IMPROVEMENTS, FEDERAL-AID PROJECT NO. CML-5224(027) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**Recommended Action:** Council receives public comment & approves Res. No. 23-01.

5. **RESOLUTION NO. 23-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH OF ADOPTING AND RECERTIFYING THE UPDATED SEWER SYSTEM MANAGEMENT PLAN (SSMP).**

**Recommended Action:** Council receives public comment & approves Res. No. 23-02.

6. **RESOLUTION NO. 23-03 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF 22/23 SBI SLURRY SEALS PROJECT, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO VSS INTERNATIONAL, INC.**

**Recommended Action:** Council receives public comment & approves Res. No. 23-03.

7. **RESOLUTION NO. 23-04 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE DESIGNATION OF PERSONS ON SIGNATURE CARDS OF THE FINANCIAL INSTITUTIONS USED BY THE CITY WHICH AUTHORIZE SIGNATURE OF CITY WARRANTS & PAYROLL CHECKS.**

**Recommended Action:** Council receives public comment & approves Res. No. 23-04.

8. **RESOLUTION NO. 23-05 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF FRESNO AND THE CITY OF FIREBAUGH FOR REPLACEMENT OF LAS DELTAS WATER STORAGE TANK.**

**Recommended Action:** Council receives public comment & approves Res. No. 23-05.

9. **RESOLUTION NO. 23-06 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH SUPPORTING AND URGING THE APPROVAL AND FUNDING OF THE GRANT APPLICATION SUBMITTED BY THE CITY OF HURON TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION FOR A LOCAL AGENCY TECHNICAL ASSISTANCE GRANT.**

**Recommended Action:** Council receives public comment & approves Res. No. 23-06.

10. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER AND DISCUSS THE REQUEST FROM CEN CAL BUILDERS RE: DEL RIO ESTATES HOUSING DEVELOPMENT AND DIAZ STREET.**

**Recommended Action:** Council receives public comment & takes action.

11. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER AND DISCUSS THE BUSINESS LICENSE FEES.**

**Recommended Action:** Council receives public comment & gives staff direction.

**12. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER AND DISCUSS NAMING THE NEW FIRE STATION.**

**Recommended Action:** Council receives public comment & takes action.

**13. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER AND DISCUSS PROCEEDING WITH AN RFQ FOR CITY ATTORNEY SERVICES.**

**Recommended Action:** Council receives public comment & takes actions.

**STAFF REPORTS**

**PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY**

**CLOSED SESSION**

**14. Government Code Section 54957**

PUBLIC EMPLOYEE EVALUATION: City Manager.

**ANNOUNCEMENT AFTER CLOSED SESSION**

**ADJOURNMENT**

**Certification of posting the agenda**

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, February 3, 2023, at 5:00 p.m. by Rita Lozano Deputy City Clerk.



**SYSERCO**  
ENERGY SOLUTIONS

# City of Firebaugh

**Presented by:**

Heather Roeme & Josh Sarpotdar  
Syserco Energy Solutions, Inc.

February 6, 2023

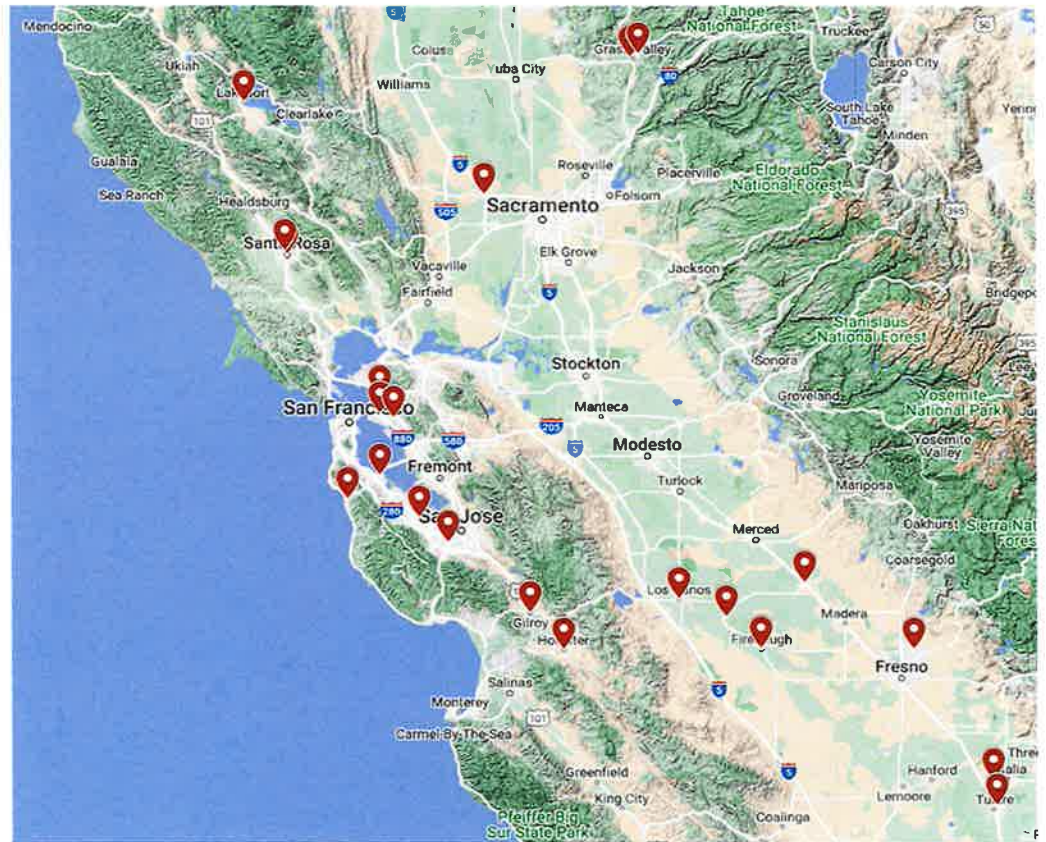


- **Who Is Syserco Energy Solutions**
- **Testimonial From City of La Puente**
- **VFW**
- **Solar For Fire Department and Police**
- **Solar Savings analysis**
- **Next Steps**

# Projects throughout California Including San Joaquin Valley



We work Statewide from San Diego to Redding but have a growing presence in the San Joaquin Valley.



Confidential & Proprietary



# About SES.....



## We help customers to:

- Reduce Energy Use
- Modernize Infrastructure
- Produce On-Site Energy

## Customers Trust Us to:

- Design and Build energy projects
- Where the savings pay for the Infrastructure improvements



**Savings Pay for the Upgrades | No Capital Required**  
**Address Deferred Maintenance | Modernize Equipment**  
**Reduce Operating Costs | Produce Renewable, Green Energy**  
**Simple Process | Proven Results**



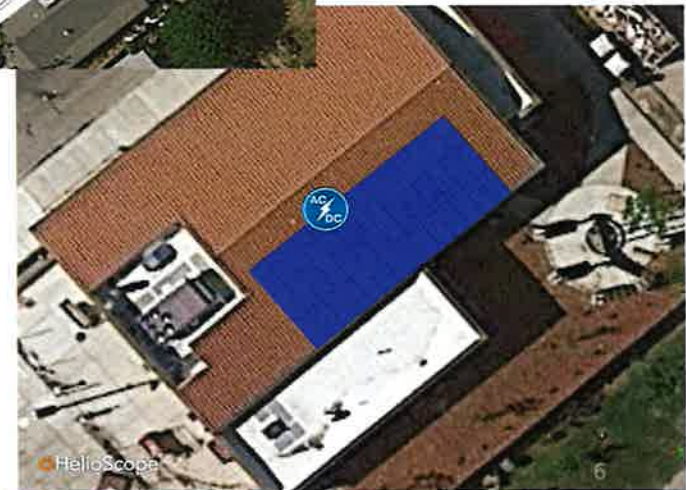
# Hear from our Customer



Confidential & Proprietary

# VFW Building

- Clear Direction = “Provide Lower Cost Electricity to VFW. Do What’s Best.”
- 3 Site Walks
- Roof top = **Risk!**
- Car Port = Higher Levelized Cost of Energy vs. PG&E
- *Provide the City an Option for Self-Performance*





# Police Department & Fire Station



- Roof Mounted Solar
- Offset nearly 100% calculated electrical use



\* Engineering design and specifications provided at time of selection

Confidential & Proprietary

# Added Value LED Lighting Opportunity



## City Hall Fluorescent & Exterior HPS Upgrade

**Save 51 Watts per 2x4 Interior Fixture**

**Save 100 Watts per Exterior Pole Lighting**





# LED Lighting Opportunity

## Add brighter, Whiter Light To Your City



**HPS Lasts 24,000 hours**  
**LED Lasts 200,000 hours**  
**Decorative Street Lights- HPS**  
**Save 100 Watts per Pole Light**





# Solar & LED Lighting Financials



**Will Present Project Blended Financial Economics at City Council meeting on Feb 6th, 2023.**

**Confidential**

# Cash Flow Analysis CEC ECCAA 1% Loan



**Will Present Project Cash Flow Economics at City Council meeting on Feb 6th, 2023**

**Confidential**



# Cash Flow Analysis Tax Exempt Municipal Lease



**Will Present Project Cash Flow Analysis at City Council meeting on Feb 6th, 2023.**

**Confidential**

# Next Steps

- **Authorize City Manager to Finish Negotiations with SES**
- **Submit Application to secure NEM2 Solar Interconnection (Deadline: 2/28)**
- **SES Works With Pio to Secure Funding**
- **City and SES Execute CA 4217 Agreement March 2023**
- **Kick off Project April 2023**



# Solar NEM3 Backup

# Important Information Regarding California's Net Energy Metering (NEM) 3.0

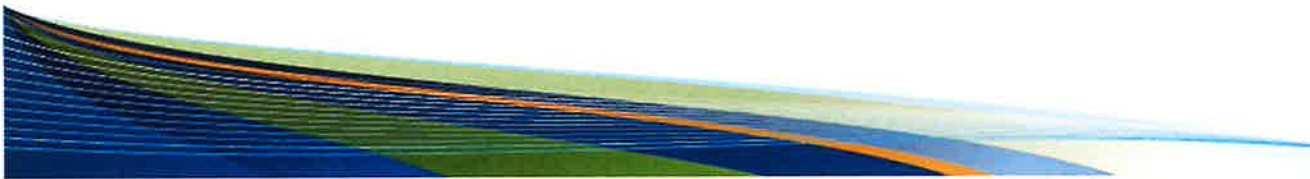
How the California Public Utilities Commission's Revised Program  
May Result in Loss of Funding for You and Your Organization



# What is NEM 3.0?

On December 15, 2022, the California Public Utilities Commission (CPUC) unanimously voted to approve NEM 3.0

NEM 3.0 drastically alters the way solar system owners are compensated for the energy they generate and provide to the utility grid, lowering the value that owners are able to capture with their new solar systems.



# What You Can Do



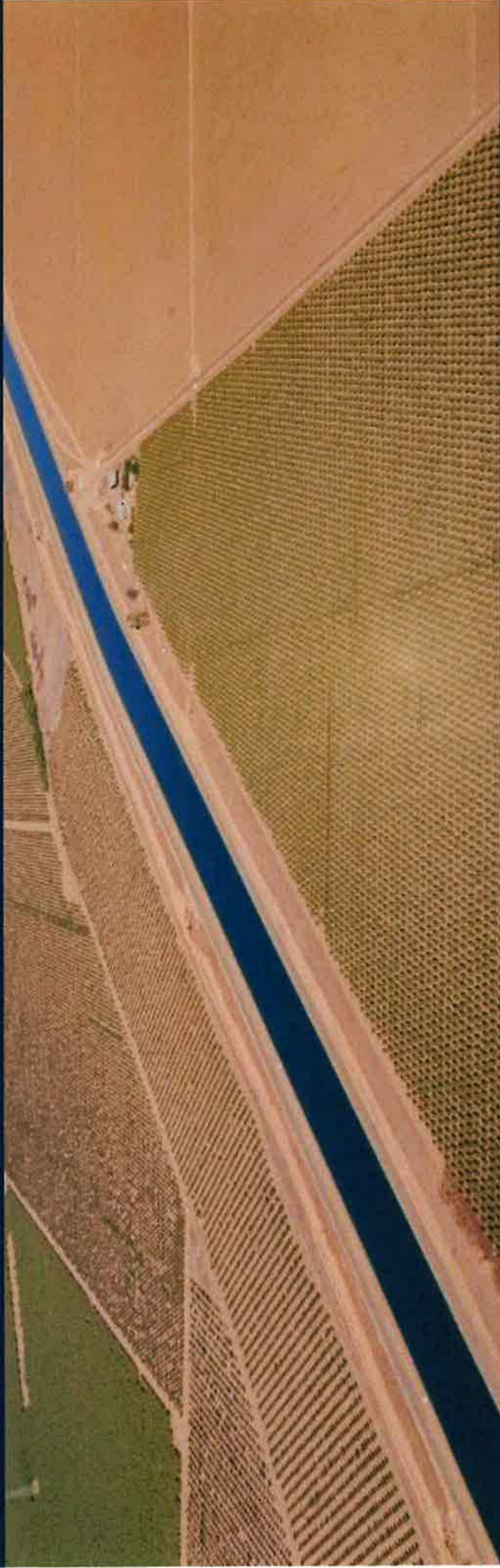
Submit an interconnection application and have it approved by April 13, 2023

- ▶ Interconnection applications approved prior to April 13<sup>th</sup> lock in NEM 2.0 rates for 20 years
- ▶ Approval takes 4-6 weeks from the time applications are submitted

We highly encourage all customers to consider their future plans for electrification and utilization of electric vehicles



City of Firebaugh – Clean Energy Project  
Presented By: SiteLogIQ's  
**Central Valley Local Government Energy Team**





WHO WE ARE  
OUR CALIFORNIA PRESENCE  
PROGRAM OVERVIEW  
PROPOSED SOLUTIONS & SAVINGS  
ENERGY CONSERVATION MEASURES  
PROJECTED PROGRAM FINANCIALS  
ROADMAP TO EFFICIENCY  
Q&A

# WHO WE ARE

We deliver world-class energy, water, renewable and infrastructure programs for State and Local Governments.



400+  
Employees



\$5 Billion  
Constructed



11,000  
Customer Sites



\$1 Billion Saved  
in Energy & Ops



U.S. Owned Organization

Single-source of **accountability** and **responsibility** from conception to completion.

# OUR CALIFORNIA PRESENCE

- Our largest client base is in California
- Staffed by nearly 150 energy professionals, engineers, and highly-trained technicians
- Extensive experience implementing Federal, State, and Utility programs for California Local Governments



**AMADOR COUNTY**  
CALIFORNIA



*Riverbank*  
CITY OF  
CALIFORNIA



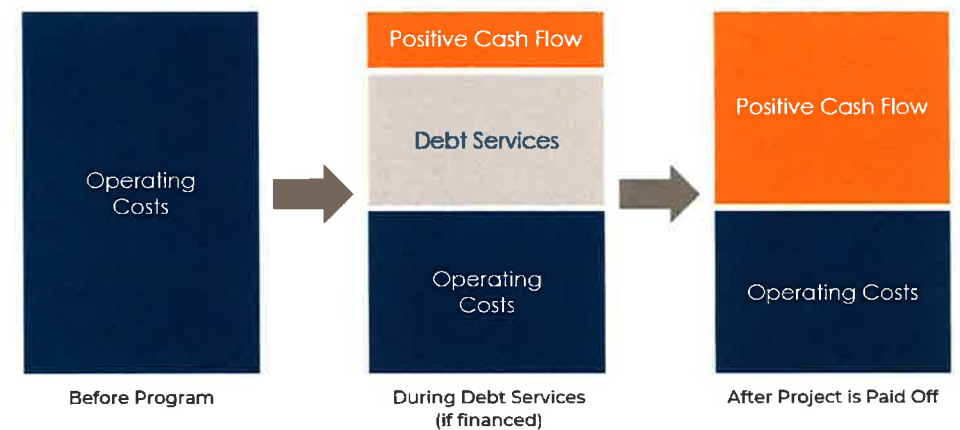
**City of Parlier**





# PROGRAM OVERVIEW

- Cumulative positive cash flow
- Design/Build/O&M
- ECAA 1% Loan funded
- CA Government Code 4217
- Guaranteed performance-based outcome



# PRELIMINARY SOLUTIONS & SAVINGS

## Efficiency Conservation Measures

Solar Photovoltaic



\$33K

Year 1  
Electric Savings  
(\$)

\$2M

30 Year  
Net Savings  
(\$)

Project Greenhouse Gas Emissions Savings Equivalents

180

homes' energy use for one year ?

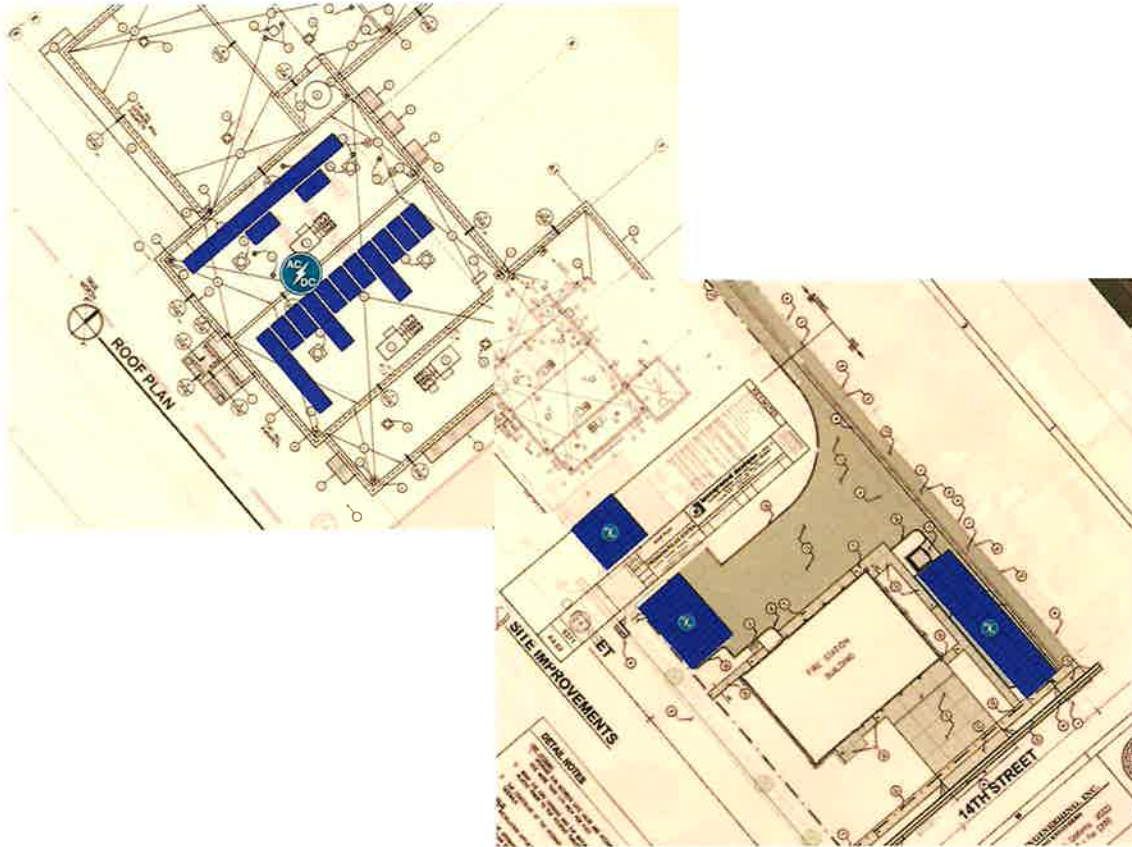


1,578,065

pounds of coal burned ?



# SOLAR PHOTOVOLTAIC (PV)



## Project Details:

- 94.5 kW System
- 175 Solar Panels
- Carport Structure's & Roof Mounted

# PROJECTED PROGRAM FINANCIALS

| Estimated Project Value                            | \$795K |
|--|--------|
| 30 Year Net Project Savings                        | \$2M   |
| Year 1 Annual Utility Savings                      | \$33K  |
| IRA Direct Cash Payment – TEMPL + ECAA Loan Option | \$130K |
| IRA Direct Cash Payment – Cash + ECAA Loan Option  | \$238K |



\*\*Projected Value is an estimate for the maximum potential energy project based on projected savings and is contingent on discovery during the comprehensive audit phase.

Proprietary and Confidential



# PERFORMANCE VALIDATION



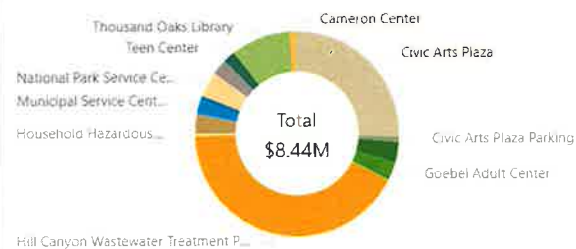
## Electricity Cost Overview

Data Available From: January, 2010 to May, 2022

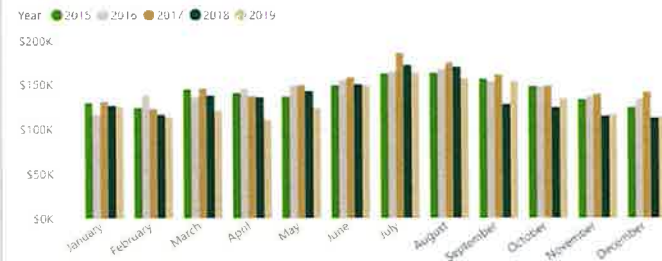
Year Selection

- 2022
- 2021
- 2020
- 2019
- 2018
- 2017
- 2016
- 2015
- 2014
- 2013

### Electric Cost by Site (\$)



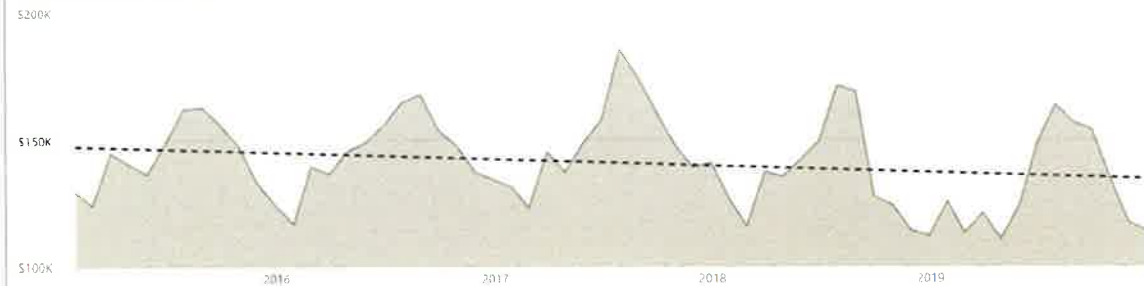
### Electric Cost by Month and Year (\$)



### Annual Electric Cost (\$)

|      |         |
|------|---------|
| 2022 | \$0.72M |
| 2021 | \$1.77M |
| 2020 | \$1.57M |
| 2019 | \$1.58M |
| 2018 | \$1.62M |
| 2017 | \$1.79M |
| 2016 | \$1.74M |
| 2015 | \$1.71M |
| 2014 | \$1.66M |
| 2013 | \$1.59M |
| 2012 | \$1.58M |
| 2011 | \$1.65M |
| 2010 | \$1.63M |

### Electric Cost by Date (\$)



\*The above is a sample dashboard for illustrative purposes. It is not reflective of the District's usage costs.

# ROADMAP TO EFFICIENCY





Thank You

**Jessica Ritter**  
**Local Government Relations**

M 559.547.1834

E [Jessica.ritter@sitelogiq.com](mailto:Jessica.ritter@sitelogiq.com)



## FULL PROJECT PROFORMA CASH FLOW <sup>1,2</sup>



Scope: Solar at Police Department & Fire Station

| Year          | Estimated Annual ECAA Loan Payment | Estimated Cash Funded Amount | Solar O&M Service & Energy Dashboard | Incentives (IRA) 30% | Gross Annual Project Savings | Annual Net Savings  | Cumulative Net Savings |
|---------------|------------------------------------|------------------------------|--------------------------------------|----------------------|------------------------------|---------------------|------------------------|
| 0             | \$ -                               |                              | \$ -                                 |                      | \$ 33,395                    | \$ 33,395           | \$ 33,395              |
| 1             | \$ 19,061                          | \$ 241,500                   | \$ 4,200                             | \$ 238,500           | \$ 35,399                    | \$ 9,138            | \$ 42,533              |
| 2             | \$ 38,121                          | \$ -                         | \$ 4,326                             |                      | \$ 37,523                    | \$ (4,924)          | \$ 37,609              |
| 3             | \$ 38,121                          | \$ -                         | \$ 4,456                             |                      | \$ 39,774                    | \$ (2,803)          | \$ 34,806              |
| 4             | \$ 38,121                          | \$ -                         | \$ 4,589                             |                      | \$ 42,160                    | \$ (550)            | \$ 34,256              |
| 5             | \$ 38,121                          | \$ -                         | \$ 4,727                             |                      | \$ 44,690                    | \$ 1,842            | \$ 36,097              |
| 6             | \$ 38,121                          | \$ -                         | \$ 4,869                             |                      | \$ 47,371                    | \$ 4,381            | \$ 40,479              |
| 7             | \$ 38,121                          | \$ -                         | \$ 5,015                             |                      | \$ 50,214                    | \$ 7,078            | \$ 47,557              |
| 8             | \$ 38,121                          | \$ -                         | \$ 5,165                             |                      | \$ 53,227                    | \$ 9,940            | \$ 57,497              |
| 9             | \$ 38,121                          | \$ -                         | \$ 5,320                             |                      | \$ 56,420                    | \$ 12,979           | \$ 70,475              |
| 10            | \$ 38,121                          | \$ -                         | \$ 5,480                             |                      | \$ 59,805                    | \$ 16,204           | \$ 86,679              |
| 11            | \$ 38,121                          | \$ -                         | \$ 5,644                             |                      | \$ 63,394                    | \$ 19,628           | \$ 106,307             |
| 12            | \$ 38,121                          | \$ -                         | \$ 5,814                             |                      | \$ 67,197                    | \$ 23,262           | \$ 129,570             |
| 13            | \$ 38,121                          | \$ -                         | \$ 5,988                             |                      | \$ 71,229                    | \$ 27,120           | \$ 156,690             |
| 14            | \$ 38,121                          | \$ -                         | \$ 6,168                             |                      | \$ 75,503                    | \$ 31,214           | \$ 187,904             |
| 15            | \$ 38,121                          | \$ -                         | \$ 6,353                             |                      | \$ 80,033                    | \$ 35,559           | \$ 223,463             |
| 16            | \$ 38,121                          | \$ -                         | \$ 6,543                             |                      | \$ 84,835                    | \$ 40,170           | \$ 263,633             |
| 17            | \$ 38,121                          | \$ -                         | \$ 6,740                             |                      | \$ 89,925                    | \$ 45,064           | \$ 308,698             |
| 18            | \$ 19,061                          | \$ -                         | \$ 6,942                             |                      | \$ 95,321                    | \$ 69,318           | \$ 378,016             |
| 19            | \$ -                               | \$ -                         | \$ 7,150                             |                      | \$ 101,040                   | \$ 93,890           | \$ 471,905             |
| 20            | \$ -                               | \$ -                         | \$ 7,365                             |                      | \$ 107,102                   | \$ 99,738           | \$ 571,643             |
| 21            | \$ -                               | \$ -                         | \$ 7,586                             |                      | \$ 113,528                   | \$ 105,943          | \$ 677,586             |
| 22            | \$ -                               | \$ -                         | \$ 7,813                             |                      | \$ 120,340                   | \$ 112,527          | \$ 790,113             |
| 23            | \$ -                               | \$ -                         | \$ 8,048                             |                      | \$ 127,561                   | \$ 119,513          | \$ 909,626             |
| 24            | \$ -                               | \$ -                         | \$ 8,289                             |                      | \$ 135,214                   | \$ 126,925          | \$ 1,036,551           |
| 25            | \$ -                               | \$ -                         | \$ 8,538                             |                      | \$ 143,327                   | \$ 134,789          | \$ 1,171,340           |
| 26            | \$ -                               | \$ -                         | \$ 8,794                             |                      | \$ 151,927                   | \$ 143,133          | \$ 1,314,473           |
| 27            | \$ -                               | \$ -                         | \$ 9,058                             |                      | \$ 161,042                   | \$ 151,985          | \$ 1,466,457           |
| 28            | \$ -                               | \$ -                         | \$ 9,329                             |                      | \$ 170,705                   | \$ 161,375          | \$ 1,627,833           |
| 29            | \$ -                               | \$ -                         | \$ 9,609                             |                      | \$ 180,947                   | \$ 171,338          | \$ 1,799,170           |
| 30            | \$ -                               | \$ -                         | \$ 9,898                             |                      | \$ 191,804                   | \$ 181,906          | \$ 1,981,077           |
| <b>Totals</b> | <b>\$ 648,059</b>                  | <b>\$ 241,500</b>            | <b>\$ 199,817</b>                    |                      | <b>\$ 2,811,852</b>          | <b>\$ 1,981,077</b> | <b>\$ 1,981,077</b>    |

### Notes:

- 1) SiteLogIQ is not a Municipal Financial Advisor and this tool is used to confirm if the proposed project is Budget Neutral or better in compliance with CA Govt. Code 4217.
- 2) Cash Flow is based on a Preliminary Analysis using rough order of magnitude budgetary estimates and other standard assumptions. Final analysis and results may vary.
- 3) Scope of work includes Solar at: Police Department & Fire Station

| INPUTS                       |            |  |
|------------------------------|------------|--|
| BASE PROJECT COST            | \$ 795,000 | This is the base cost of the project   |
| 5% Contingency (Recommended) | \$ 39,750  |  |
| ECAA LOAN AMOUNT             | \$ 593,250 | This is the portion of the total cost that is proposed to be financed via the Energy Conservation Assistance Act 1% Loan                       |
| ECAA FINANCE TERM (YEARS)    | 17         |  |
| ECAA INTEREST RATE           | 1.00%      |  |
| Estimated Cash Funded Amount | \$ 241,500 | This is the portion of the total cost that is proposed to be cash funded by the City   |
| TERM (YEARS)                 | 1          |  |
| TEML INTEREST RATE           | 0.00%      |  |
| UTILITY ESCALATION           | 6.0%       |  |
| CALCULATED ENERGY SAVINGS    | \$ 33,395  | This is the Annual Gross savings from the Solar PV   |
| SOLAR O&M COST               | \$ 4,200   | This is an estimated cost for Operation & Maintenance of the proposed solar array, as well as SiteLogIQ's energy management services dashboard |
| O&M/MAINT ESCALATION         | 3.0%       |  |





## FULL PROJECT PROFORMA CASH FLOW <sup>1,2</sup>



Scope: Solar at: Police Department & Fire Station

| Year   | Estimated Annual ECAA Loan Payment | Estimated Annual TEML Finance Payment | Solar O&M Service & Energy Dashboard | Incentives (IRA) 30% of ECAA Funded Amount | Gross Annual Project Savings | Annual Net Savings | Cumulative Net Savings |
|--------|------------------------------------|---------------------------------------|--------------------------------------|--|------------------------------|--------------------|------------------------|
| 0      | \$ -                               | \$ -                                  | \$ -                                 | \$ -                                       | \$ 33,395                    | \$ 33,395          | \$ 33,395              |
| 1      | \$ 19,061                          | \$ 21,721                             | \$ 4,200                             | \$ 169,000                                 | \$ 35,399                    | \$ 159,417         | \$ 192,812             |
| 2      | \$ 38,121                          | \$ 21,721                             | \$ 4,326                             |  | \$ 37,523                    | \$ (26,645)        | \$ 166,167             |
| 3      | \$ 38,121                          | \$ 21,721                             | \$ 4,456                             |  | \$ 39,774                    | \$ (24,524)        | \$ 141,643             |
| 4      | \$ 38,121                          | \$ 21,721                             | \$ 4,589                             |  | \$ 42,160                    | \$ (22,271)        | \$ 119,373             |
| 5      | \$ 38,121                          | \$ 21,721                             | \$ 4,727                             |  | \$ 44,690                    | \$ (19,879)        | \$ 99,494              |
| 6      | \$ 38,121                          | \$ 21,721                             | \$ 4,869                             |  | \$ 47,371                    | \$ (17,339)        | \$ 82,154              |
| 7      | \$ 38,121                          | \$ 21,721                             | \$ 5,015                             |  | \$ 50,214                    | \$ (14,643)        | \$ 67,511              |
| 8      | \$ 38,121                          | \$ 21,721                             | \$ 5,165                             |  | \$ 53,227                    | \$ (11,781)        | \$ 55,730              |
| 9      | \$ 38,121                          | \$ 21,721                             | \$ 5,320                             |  | \$ 56,420                    | \$ (8,742)         | \$ 46,988              |
| 10     | \$ 38,121                          | \$ 21,721                             | \$ 5,480                             |  | \$ 59,805                    | \$ (5,517)         | \$ 41,472              |
| 11     | \$ 38,121                          | \$ 21,721                             | \$ 5,644                             |  | \$ 63,394                    | \$ (2,093)         | \$ 39,379              |
| 12     | \$ 38,121                          | \$ 21,721                             | \$ 5,814                             |  | \$ 67,197                    | \$ 1,542           | \$ 40,921              |
| 13     | \$ 38,121                          | \$ 21,721                             | \$ 5,988                             |  | \$ 71,229                    | \$ 5,399           | \$ 46,320              |
| 14     | \$ 38,121                          | \$ 21,721                             | \$ 6,168                             |  | \$ 75,503                    | \$ 9,493           | \$ 55,813              |
| 15     | \$ 38,121                          | \$ 10,860                             | \$ 6,353                             |  | \$ 80,033                    | \$ 24,699          | \$ 80,512              |
| 16     | \$ 38,121                          |                                       | \$ 6,543                             |  | \$ 84,835                    | \$ 40,170          | \$ 120,682             |
| 17     | \$ 38,121                          | \$ -                                  | \$ 6,740                             |  | \$ 89,925                    | \$ 45,064          | \$ 165,746             |
| 18     | \$ 19,061                          | \$ -                                  | \$ 6,942                             |  | \$ 95,321                    | \$ 69,318          | \$ 235,064             |
| 19     | \$ -                               | \$ -                                  | \$ 7,150                             |  | \$ 101,040                   | \$ 93,890          | \$ 328,954             |
| 20     | \$ -                               | \$ -                                  | \$ 7,365                             |  | \$ 107,102                   | \$ 99,738          | \$ 428,692             |
| 21     | \$ -                               | \$ -                                  | \$ 7,586                             |  | \$ 113,528                   | \$ 105,943         | \$ 534,634             |
| 22     | \$ -                               | \$ -                                  | \$ 7,813                             |  | \$ 120,340                   | \$ 112,527         | \$ 647,161             |
| 23     | \$ -                               | \$ -                                  | \$ 8,048                             |  | \$ 127,561                   | \$ 119,513         | \$ 766,674             |
| 24     | \$ -                               | \$ -                                  | \$ 8,289                             |  | \$ 135,214                   | \$ 126,925         | \$ 893,599             |
| 25     | \$ -                               | \$ -                                  | \$ 8,538                             |  | \$ 143,327                   | \$ 134,789         | \$ 1,028,389           |
| 26     | \$ -                               | \$ -                                  | \$ 8,794                             |  | \$ 151,927                   | \$ 143,133         | \$ 1,171,521           |
| 27     | \$ -                               | \$ -                                  | \$ 9,058                             |  | \$ 161,042                   | \$ 151,985         | \$ 1,323,506           |
| 28     | \$ -                               | \$ -                                  | \$ 9,329                             |  | \$ 170,705                   | \$ 161,375         | \$ 1,484,881           |
| 29     | \$ -                               | \$ -                                  | \$ 9,609                             |  | \$ 180,947                   | \$ 171,338         | \$ 1,656,219           |
| 30     | \$ -                               | \$ -                                  | \$ 9,898                             |  | \$ 191,804                   | \$ 181,906         | \$ 1,838,125           |
| Totals | \$ 648,059                         | \$ 314,951                            | \$ 199,817                           |  | \$ 2,611,952                 | \$ 1,838,125       | \$ 1,838,125           |

### Notes:

- 1) SiteLogIQ is not a Municipal Financial Advisor and this tool is used to confirm if the proposed project is Budget Neutral or better in compliance with CA Govt. Code 4217.
- 2) Cash Flow is based on a Preliminary Analysis using rough order of magnitude budgetary estimates and other standard assumptions. Final analysis and results may vary.
- 3) Scope of work includes Solar at: Police Department & Fire Station

| INPUTS                       |            |  |
|------------------------------|------------|--|
| BASE PROJECT COST            | \$ 795,000 | This is the base cost of the project   |
| 5% Contingency (Recommended) | \$ 39,750  |  |
| ECAA LOAN AMOUNT             | \$ 583,250 | This is the portion of the total cost that is proposed to be financed via the Energy Conservation Assistance Act 1% Loan                       |
| ECAA FINANCE TERM (YEARS)    | 17         |  |
| ECAA INTEREST RATE           | 1.00%      |  |
| TEML LOAN AMOUNT             | \$ 241,500 | This is the portion of the total cost that is proposed to be financed via Tax Exempt Municipal Lease:  |
| TEML FINANCE TERM (YEARS)    | 15         |  |
| TEML INTEREST RATE           | 4.00%      |  |
| UTILITY ESCALATION           | 6.0%       |  |
| CALCULATED ENERGY SAVINGS    | \$ 33,395  | This is the Annual Gross savings from the Solar PV   |
| SOLAR O&M COST               | \$ 4,200   | This is an estimated cost for Operation & Maintenance of the proposed solar array, as well as SiteLogIQ's energy management services dashboard |
| O&M/MAINT ESCALATION         | 3.0%       |  |

# MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh  
Vol. No. 22/12-19

## PURSUANT TO PARAGRAPH 11 OF EXECUTIVE ORDER N-25-20, EXECUTED BY THE GOVERNOR OF CALIFORNIA ON MARCH 12, 2020

City Council Meeting held via teleconferencing.

**\*Pursuant to Government Code Section 54953 (b) (2), all action taken during this teleconferenced meeting shall be by roll call vote.**

**Location of Meeting:** Andrew Firebaugh Community Center  
1655 13<sup>th</sup> Street, Firebaugh, CA 93622  
**Date/Time:** December 19, 2022/6:00 p.m.

**CALL TO ORDER** Meeting called to order by Mayor Pro Temp Perez at 6:00 p.m.

**ROLL CALL** Mayor Brady Jenkins  
Mayor Pro Tem Felipe Pérez  
Council Member Elsa Lopez  
Council Member Freddy Valdez  
Council Member Marcia Sablan

### ABSENT:

**OTHERS:** City Attorney James McCann; City Manager Ben Gallegos; Deputy Clerk, Rita Lozano; Public Works Director, Michael Molina; Acct Tech I, Olga Flores; Fire Chief John Borboa; City Engineer, Mario Gouveia; City Planner Karl Schoettler; Wesley Smith of RSG; Marc Benjamin – Supervisor's Office of Brian Pacheco; Silvia Renteria, Raquel Tabares, Eddie Flores, Amanda Fleming Speakes, Hector Marin, Chris Gutierrez & others.

**PLEDGE OF ALLEGIANCE** Council Member Valdez led pledge of Allegiance.

### APPROVAL OF THE AGENDA

*Motion to approve agenda by Council Member Valdez, second by Council Member Perez, motion passed by 5-0 vote.*

### PUBLIC COMMENT

Hector Marin, on December 10<sup>th</sup> was in a vehicle accident & hit by a DUI driver, both he & his son were sent to the hospital, and he wanted to commend and thank the Police Dept, Officers, Dispatchers and Fire Dept for there quick response. The Cadet Program did an excellent job and all the individuals that response was professional.

### PRESENTATION

1. **RESOLUTION NO. 22-57 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH CANVASSING AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 8, 2022.**

*Motion to approve Resolution No. 22-57 by Council Member Sablan, second by Council Member Lopez, motion passed by 5-0 vote.*

2. **SWEAR-IN ELECTED OFFICIALS.**

*Newly elected Council Member Silvia Renteria, City Clerk Amanda Fleming and Cumbent Council Member Felipe Perez were sworn in.*

### REORGANIZATION

3. **REORGANIZATION OF CITY COUNCIL.**

|                  |                              |
|------------------|------------------------------|
| A. Mayor         | New Mayor Felipe Perez       |
| B. Mayor Pro-Tem | New Mayor Pro-Tem Elsa Lopez |

4. RECOGNITION OF COUNCIL MEMBER SABLÁN.

CONSENT CALENDAR

5. APPROVAL OF MINUTES – The City Council regular meeting on December 5, 2022.

6. WARRANT REGISTER – Period starting November 1 and ending on November 30, 2022.

|               |                  |                 |                 |
|---------------|------------------|-----------------|-----------------|
| November 2022 | General Warrants | #43544 - #43648 | \$ 982,101.11   |
|               | Payroll Warrants | #71899 - #71924 | \$ 190,180.13   |
|               | TOTAL            |                 | \$ 1,172,281.24 |

7. CITY OF FIREBAUGH 2023 HOLIDAY SCHEDULE.

8. CITY OF FIREBAUGH 2023 COUNCIL MEETING SCHEDULE.

9. RESOLUTION NO. 22-58 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING USE OF EMERGENCY REMOTE TELECONFERENCING PROVISIONS.

*Motion to approve Consent Calendar by Council Member Valdez, second by Council Member Perez, motion passed by 5-0 vote.*

PUBLIC HEARING

10. ORDINANCE NO. 22-05 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING SUBSECTION 25-15.3 (R-1 ZONE (PERMITTED USES), SUBSECTION 25-17.3 (R-1 (TN) ZONE (PERMITTED USES)), SUBSECTION 25-19.3 (R-2 AND R-3 ZONES (PERMITTED USES)), AND 25-41.9 (SPECIAL USES (SECOND RESIDENTIAL UNITS)) OF THE FIREBAUGH MUNICIPAL CODE, RELATING TO ACCESSORY DWELLING UNITS – SECOND READING.

*Open hearing at 6:18 pm – no comment given – Close hearing at 6:18 pm*

*Motion to approve Ord 22-05 by Council Member Lopez, second by Council Member Valdez, motion passed by 5-0.*

NEW BUSINESS

11. RESOLUTION 22-59 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AWARDED A CONTRACT TO GOUVEIA ENGINEERING, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ON-CALL PLANNING AND ENVIRONMENTAL SERVICES FOR THE FIREBAUGH MUNICIPAL AIRPORT.

*Motion to approve Resolution No. 22-59 by Council Member Lopez, second by Council Member Valdez, motion passed by 5-0 vote.*

❖ *Motion to enter Successor Agency at 6:24 pm by Member Valdez, second by Member Lopez, motion passed by 5-0 vote.*

SUCCESSOR AGENCY MATTERS

12. RESOLUTION NO. 22-60 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JULY 1, 2023, THROUGH JUNE 30, 2024, AND THE ADMINISTRATIVE BUDGET FOR JULY 1, 2023, THROUGH JUNE 30, 2024.

*Motion to approve Resolution No. 22-60 by Member Valdez, second by Member Perez, motion passed by 5-0 vote.*

❖ *Motion to enter Successor Agency at 6:37 pm by Member Valdez, second by Member Lopez, motion passed by 5-0 vote.*

## STAFF REPORTS

- **Police Chief Sal Raygoza** – Congratulated the new elected officials. Toy drive at 3:00 pm on Wednesday at the Firebaugh High parking lot. City Clerk Fleming asked about the check point PD held. Chief Raygoza reported, citations were issued for suspended license or no license drivers, but no DUI. Department was awarded a grant by Dept of Traffic Safety.
- **Public Works Director, Michael Molina** – Zozaya will be closed due to construction at Fr. Craig & Thomas Conboy.
- **City Manager, Ben Gallegos** – Mike of Motel 33 donated old furniture to Habitat for Humanity, hopefully the funding will go back to their local project. Merry Christmas to all of you, will start vacation on Friday.
- **City Engineer Mario Gouveia** – nothing to report.
- **Deputy City Clerk, Rita Lozano** – nothing to report.
- **City Attorney, James McCann** – nothing to report.
- **Council Member Lopez** – congratulated newly elected council member and city clerk for filling vacant seat.
- **Fire Chief, John Borboa** – nothing to report.
- **Council Member Perez** - Thanked everyone for attend the council meeting, we're here to serve everybody.
- **Council Member Valdez** – Father, Vocations were brought back in the past around 2015, so we welcome you, just please let Rita know if you are interested so she may place you on the agenda.
- **Council Member Renteria** – thanked everyone, stated, she is glad to be here, hopefully, she can continue in Marcia Sablan's steps to serve the community, thanked her family for their support, in be able to server as a council member, it would not be an option without their support. Attended at the DUI check point, I've never seen it from their point of view, or watched them do want they do, kudos to them. I wanted to commend them for their hard work, they stood in the freezing cold, people aren't happy to be pulled over and staff were with smiles and happy to be out here serving the community, with no complaints. They enjoy what they do, and it was nice to watch them, so thank you for opportunity Sergeant Martinez and Corporal Campa.
- **Council Member Jenkins** – Want to do something in honor of Josh Allen, his grandparents will pay half, place on the agenda to discuss.

The Father from our St. Joseph Catholic church provided a prayer and informed everyone of times for Christmas mass, English at 4:00 pm., Spanish mass at 6:00 pm.

## PUBLIC COMMENT

## CLOSED SESSION

## ANNOUNCEMENT AFTER CLOSED SESSION

## ADJOURNMENT

*Motion to adjourn at 6:48 pm by Council Member Valdez, second by Council Member Lopez, motion passes by a 5-0 vote.*





**REPORT TO CITY COUNCIL**  
**— MEMORANDUM —**

**AGENDA ITEM NO:** \_\_\_\_\_

**COUNCIL MEETING DATE:** February 6, 2023

**SUBJECT: Warrant Register Dated: December 1, 2022 – December 31, 2022**

**RECOMMENDATION:**

In accordance with Section 37202 of the Government Code of the State of California there is presented here with a summary of the demands against the City of Firebaugh covering obligations to be paid during the period of:

DECEMBER 1, 2022 – DECEMBER 31, 2022

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

IT IS HEREBY RECOMMENDED THE CITY COUNCIL  
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:

|                        |                  |                        |
|------------------------|------------------|------------------------|
| GENERAL WARRANTS ..... | # 43649 – #43829 | <u>\$ 1,326,409.03</u> |
| PAYROLL WARRANTS ..... | # 71925 – #71937 | <u>\$ 145,376.81</u>   |

TOTAL WARRANTS..... **\$ 1,471,785.84**

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS DECEMBER 1, 2022- DECEMBER 31, 2022**

| <u>Check</u><br><u>Number</u> | <u>Check</u><br><u>Date</u> | <u>Name</u>             | <u>Net</u><br><u>Amount</u> | <u>Description</u>          |
|-------------------------------|-----------------------------|-------------------------|-----------------------------|-----------------------------|
| 42976                         | 12/8/2022                   | CUT RATE BATTERIES      | \$ (55.00)                  | Ck# 042976 Reversed         |
| 43649                         | 12/1/2022                   | U.S. POSTMASTER         | \$ 228.57                   | LATE NOTICES BILLING DEC2   |
| 43650                         | 12/1/2022                   | FERNANDO CAMPA          | \$ 900.00                   | 2022 UNIFORM ALLOWANCE      |
| 43651                         | 12/1/2022                   | FERNANDO CAMPA          | \$ 300.00                   | HEALTH INSURANCE STIPEND    |
| 43652                         | 12/1/2022                   | JUAN C. CASTILLO        | \$ 900.00                   | 2022 UNIFORM ALLOWANCE      |
| 43653                         | 12/1/2022                   | ALIX STEPHANIE CHACON   | \$ 300.00                   | HEALTH INSURANCE STIPEND    |
| 43654                         | 12/1/2022                   | GOLDEN ONE CREDIT UNION | \$ 1,666.66                 | JOHN BORBOA MONTHLY STIPEND |
| 43655                         | 12/1/2022                   | BRADY JENKINS           | \$ 315.00                   | MONTHLY STIPEND ATTENDANCE  |
| 43656                         | 12/1/2022                   | RODDY A. LAKE           | \$ 241.53                   | POLICE MEDICAL RETIREE      |
| 43657                         | 12/1/2022                   | SAMPSON LEE             | \$ 750.00                   | 2022 UNIFORM ALLOWANCE      |
|                               |                             |                         | \$ 300.00                   | HEALTH INSURANCE STIPEND    |
|                               |                             | Check Total:            | \$ 1,050.00                 |                             |
| 43658                         | 12/1/2022                   | RACHEL LOPEZ            | \$ 300.00                   | HEALTH INSURANCE STIPEND    |
| 43659                         | 12/1/2022                   | RITA LOZANO             | \$ 206.00                   | MEAL PER DIEM CITY CLERK    |
| 43660                         | 12/1/2022                   | MAGDA MARTINEZ          | \$ 900.00                   | 2022 UNIFORM ALLOWANCE      |
| 43661                         | 12/1/2022                   | SANDRA J. MARQUEZ       | \$ 300.00                   | HEALTH INSURANCE STIPEND    |
| 43662                         | 12/1/2022                   | SANDRA JEANETTE MARQUEZ | \$ 25.00                    | 2022 UNIFORM ALLOWANCE      |
| 43663                         | 12/1/2022                   | BRETT M. MILLER         | \$ 900.00                   | 2022 UNIFORM ALLOWANCE      |
| 43664                         | 12/1/2022                   | SALVADOR RAYGOZA        | \$ 900.00                   | 2022 UNIFORM ALLOWANCE      |
| 43665                         | 12/1/2022                   | SALVADOR RAYGOZA        | \$ 300.00                   | HEALTH INSURANCE STIPEND    |
| 43666                         | 12/1/2022                   | JUAN PEDRO SANCHEZ      | \$ 300.00                   | HEALTH INSURANCE STIPEND    |
| 43667                         | 12/1/2022                   | CEASAR SIERRAS          | \$ 300.00                   | HEALTH INSURANCE STIPEND    |
| 43668                         | 12/1/2022                   | RAQUEL TABARES          | \$ 780.00                   | 2022 UNIFORM ALLOWANCE      |
| 43669                         | 12/1/2022                   | JACQUELINE TABARES      | \$ 300.00                   | 2022 UNIFORM ALLOWANCE      |

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS DECEMBER 1, 2022- DECEMBER 31, 2022**

| <u>Check<br/>Number</u> | <u>Check<br/>Date</u> | <u>Name</u>                 | <u>Net<br/>Amount</u> | <u>Description</u>             |
|-------------------------|-----------------------|-----------------------------|-----------------------|--------------------------------|
| 43670                   | 12/1/2022             | RODOLFO TABARES             | \$ 900.00             | 2022 UNIFORM ALLOWANCE         |
| 43671                   | 12/1/2022             | JACQUELINE TABARES          | \$ 300.00             | HEALTH INSURANCE STIPEND       |
| 43672                   | 12/1/2022             | ALFRED VALDEZ               | \$ 315.00             | MONTHLY SALARY ATTENDANCE      |
| 43673                   | 12/1/2022             | JORGE ZARAGOZA              | \$ 900.00             | 2022 UNIFORM ALLOWANCE         |
| 43674                   | 12/2/2022             | ACME ROTARY BROOM SERV      | \$ 2,940.54           | GUTTER BROOMS-16               |
| 43675                   | 12/2/2022             | ARDENT GENERAL INC.         | \$ 58,059.16          | EMERGENCY GENERATOR            |
|                         |                       |                             | \$ 2,121.87           | FIREBAUGH FIRE STATION         |
|                         |                       | Check Total:                | \$ 60,181.03          |                                |
| 43676                   | 12/2/2022             | ARMSTRONG'S PET WORLD       | \$ 127.71             | K9 FOOD KONA OCTOBER 2022      |
| 43677                   | 12/2/2022             | AT&T MOBILITY               | \$ 741.66             | CITY HALL/PW/COUNCIL CELLPHONE |
| 43678                   | 12/2/2022             | AT&T                        | \$ 926.89             | ALL DEPT INTERNET/TELEPHONE    |
| 43679                   | 12/2/2022             | SEBASTIAN                   | \$ 59.95              | SENIOR CENTER ALARM SECURITY   |
| 43680                   | 12/2/2022             | BOUND TREE MEDICAL, LLC     | \$ 105.36             | FD-OXYGEN REGULATOR            |
| 43681                   | 12/2/2022             | CORBIN WILLITS SYSTEMS      | \$ 1,094.06           | ADMINISTRATION C/W SERVICE     |
| 43682                   | 12/2/2022             | FRESNO COUNCIL OF GOVERNORS | \$ 9,910.44           | FRESNO CO MULTI JURISDICTION   |
|                         |                       |                             | \$ 453.85             | MULTI JURISDICTIONAL HOUSE     |
|                         |                       | Check Total:                | \$ 10,364.29          |                                |
| 43683                   | 12/2/2022             | DEPARTMENT OF JUSTICE       | \$ 32.00              | FINGERPRINTS OCTOBER 2022      |
|                         |                       |                             | \$ 70.00              | BLOOD ALCOHOL ANALYSIS         |
|                         |                       | Check Total:                | \$ 102.00             |                                |
| 43684                   | 12/2/2022             | FERGUSON WATERWORKS #1      | \$ 73.69              | PW-PSI NSF BLK                 |
| 43685                   | 12/2/2022             | FIREBAUGH AUTO REPAIR       | \$ 61.75              | NISSAN ALTIMA SMOG             |
| 43686                   | 12/2/2022             | FRESNO COUNTY TREASURER     | \$ 162.52             | ACCESS FEES OCTOBER 2022       |
|                         |                       |                             | \$ 98.46              | 23 PRISONER PROCESSING FEE     |
|                         |                       | Check Total:                | \$ 260.98             |                                |
| 43687                   | 12/2/2022             | OSCAR J. GARCIA, CPA        | \$ 52.06              | 007-110-38 1666 ELEVENTH       |
|                         |                       |                             | \$ 1,613.86           | ADMINISTRATION PROPERTY TAX    |



**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS DECEMBER 1, 2022- DECEMBER 31, 2022**

| <u>Check<br/>Number</u> | <u>Check<br/>Date</u> | <u>Name</u>               | <u>Net<br/>Amount</u> | <u>Description</u>            |
|-------------------------|-----------------------|---------------------------|-----------------------|-------------------------------|
| 43687                   | 12/2/2022             | OSCAR J. GARCIA, CPA      | \$ 52.06              | 007-110-23 1666 ELEVENTH      |
|                         |                       | Check Total:              | \$ 1,717.98           |                               |
| 43688                   | 12/2/2022             | INTERGRATED DESIGNS BY    | \$ 3,355.00           | FIREBAUGH POLICE STATION      |
| 43689                   | 12/2/2022             | JORGENSEN COMPANY         | \$ 52.17              | FD-FIRE EXT. /VALVE STEM      |
| 43690                   | 12/2/2022             | ADELAIDA LOPEZ            | \$ 300.00             | FACE PAINTING XMAS RAFFLE     |
| 43691                   | 12/2/2022             | LOZANO SMITH ATTORNEYS    | \$ 9,160.69           | GENERAL LEGAL MATTERS THR     |
|                         |                       |                           | \$ 6,009.33           | PERSONAL MATTERS THRU OCT     |
|                         |                       |                           | \$ 108.00             | COMPLAINT REVERSE VALDATION   |
|                         |                       | Check Total:              | \$ 15,278.02          |                               |
| 43692                   | 12/2/2022             | MAS ENTERTAINMENT         | \$ 900.00             | DJ SERVICES XMAS RAFFLE       |
| 43693                   | 12/2/2022             | MID-VALLEY DISPOSAL       | \$ 85.00              | WATER TREATMENT PLANT         |
|                         |                       |                           | \$ 96.08              | 1325 O STREET                 |
|                         |                       | Check Total:              | \$ 181.08             |                               |
| 43694                   | 12/2/2022             | PACIFIC TENT & AWNING     | \$ 1,656.74           | FD-SATIN FLAG POLE FINAL      |
| 43695                   | 12/2/2022             | SW PARRA                  | \$ 480.00             | CARICATURE ARTIST XMAS RAFFLE |
| 43696                   | 12/2/2022             | MANUEL PEREZ              | \$ 70.00              | PHOTOSHOOT FIREBAUGH POLICE   |
| 43697                   | 12/2/2022             | PITNEY BOWES #8000-9090-  | \$ 1,083.08           | POSTAGE REFILL 10/28          |
| 43698                   | 12/2/2022             | PITNEY BOWES GLOBAL FINA  | \$ 490.24             | LEASE 9/30-12/29,2022         |
| 43699                   | 12/2/2022             | QUILL CORPORATION         | \$ 14.03              | OLGA-MOUSEPAD                 |
|                         |                       |                           | \$ 283.88             | CITY HALL-OFFICE SUPPLIES     |
|                         |                       | Check Total:              | \$ 297.91             |                               |
| 43700                   | 12/2/2022             | RELIABLE TRANSLATIONS, IN | \$ 75.00              | TRANSLATION PUBLIC NOTICE     |
| 43701                   | 12/2/2022             | STATE WATER RESOURCES C   | \$ 120.00             | DUAL CERTIFIED MICHAEL MOLINA |
| 43702                   | 12/2/2022             | STATE FOODS SUPERMARKET   | \$ 5.99               | PD-COFFEE FRIAS HEARING       |
|                         |                       |                           | \$ 15.98              | SENIOR CTR-CREAMER            |
|                         |                       | Check Total:              | \$ 21.97              |                               |
| 43703                   | 12/2/2022             | SEAN STEVENS              | \$ 1,304.95           | REMAINING BALANCE CHARACTER   |

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS DECEMBER 1, 2022- DECEMBER 31, 2022**

| <u>Check<br/>Number</u> | <u>Check<br/>Date</u> | <u>Name</u>              | <u>Net<br/>Amount</u> | <u>Description</u>           |
|-------------------------|-----------------------|--------------------------|-----------------------|------------------------------|
| 43704                   | 12/2/2022             | TECH MASTER MANAGEMEN    | \$ 40.00              | POLICE DEPT PEST CONTROL     |
| 43705                   | 12/2/2022             | TOP DOG TRAINING CENTER, | \$ 125.00             | K9 TRAINING 11/07/22         |
| 43706                   | 12/2/2022             | USA BLUEBOOK             | \$ 241.48             | CHISEL W/ FORWARD            |
| 43707                   | 12/2/2022             | DATAPATH                 | \$ 4,672.50           | MONTHLY BILLING NOVEMBER     |
|                         |                       |                          | \$ 10.00              | MANAGED SINGLE DOMAIN SECTOR |
|                         |                       |                          | \$ 1,000.00           | SERVICE-END USER SUPPORT     |
| Check Total:            |                       |                          | \$ 5,682.50           |                              |
| 43708                   | 12/2/2022             | SANTOS FORD              | \$ 36,836.63          | 2022 FORD POLICE UTILITY     |
| 43709                   | 12/5/2022             | U.S. POSTMASTER          | \$ 1,018.59           | UTILITY BILLING DECEMBER     |
| 43710                   | 12/7/2022             | CITY OF FIREBAUGH        | \$ 138,179.90         | AMERICAN RESCUE PLAN ACT     |
| 43711                   | 12/8/2022             | JOHN BORBOA              | \$ 2,000.00           | AMERICAN RESCUE PLAN ACT     |
| 43712                   | 12/8/2022             | JAMES BRADFORD BRITTON   | \$ 2,000.00           | AMERICAN RESCUE PLAN ACT     |
| 43713                   | 12/8/2022             | COLTON JOE DIEDRICH      | \$ 500.00             | AMERICAN RESCUE PLAN ACT     |
| 43714                   | 12/8/2022             | CORBIN DIEDRICH          | \$ 500.00             | AMERICAN RESCUE PLAN ACT     |
| 43715                   | 12/8/2022             | DANNY B. FLORES          | \$ 500.00             | AMERICAN RESCUE PLAN ACT     |
| 43716                   | 12/8/2022             | ANGELICA GALLEGOS        | \$ 500.00             | AMERICAN RESCUE PLAN ACT     |
| 43717                   | 12/8/2022             | BENJAMIN RYAN GALLEGOS   | \$ 500.00             | AMERICAN RESCUE PLAN ACT     |
| 43718                   | 12/8/2022             | DILLON JOSEPH KNIGHT     | \$ 1,000.00           | AMERICAN RESCUE PLAN ACT     |
| 43719                   | 12/8/2022             | BRYAN J LOWRY            | \$ 1,500.00           | AMERICAN RESCUE PLAN ACT     |
| 43720                   | 12/8/2022             | ADRIAN JORGE MAGANA      | \$ 2,000.00           | AMERICAN RESCUE PLAN ACT     |
| 43721                   | 12/8/2022             | SHERRY MARSHALL          | \$ 1,500.00           | AMERICAN RESCUE PLAN ACT     |
| 43722                   | 12/8/2022             | HECTOR ARTURO MARIN      | \$ 2,000.00           | AMERICAN RESCUE PLAN ACT     |
| 43723                   | 12/8/2022             | MAXIMUS THOMAS MARTINE   | \$ 1,000.00           | AMERICAN RESCUE PLAN ACT     |
| 43724                   | 12/8/2022             | ANGEL ETHAN MEDINA       | \$ 500.00             | AMERICAN RESCUE PLAN ACT     |

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS DECEMBER 1, 2022- DECEMBER 31, 2022**

| <u>Check</u><br><u>Number</u> | <u>Check</u><br><u>Date</u> | <u>Name</u>               | <u>Net</u><br><u>Amount</u> | <u>Description</u>            |
|-------------------------------|-----------------------------|---------------------------|-----------------------------|-------------------------------|
| 43725                         | 12/8/2022                   | MICHAEL MOLINA            | \$ 1,000.00                 | AMERICAN RESCUE PLAN ACT      |
| 43726                         | 12/8/2022                   | NICHOLAS ROD MOLINA       | \$ 500.00                   | AMERICAN RESCUE PLAN ACT      |
| 43727                         | 12/8/2022                   | JOSHUA NAVARRO            | \$ 1,500.00                 | AMERICAN RESCUE PLAN ACT      |
| 43728                         | 12/8/2022                   | JOSE DE JESUS OROZCO      | \$ 500.00                   | AMERICAN RESCUE PLAN ACT      |
| 43729                         | 12/8/2022                   | DANNY PACINI              | \$ 1,500.00                 | AMERICAN RESCUE PLAN ACT      |
| 43730                         | 12/8/2022                   | ANTHONY PAREDES           | \$ 1,000.00                 | AMERICAN RESCUE PLAN ACT      |
| 43731                         | 12/9/2022                   | AGRI-VALLEY IRRIGATION LI | \$ 4.27                     | ELBOW/SCHEDULE                |
|                               |                             |                           | \$ 29.44                    | ENCLOSED AREA-VALVE BOX/VALVE |
|                               |                             |                           | \$ 5.99                     | ATLAS GLOVES                  |
|                               |                             |                           | \$ 1.58                     | REDUCER BUSHING SCHEDULE      |
|                               |                             |                           | \$ 5.54                     | RAIN PONCHO                   |
|                               |                             |                           | \$ 18.98                    | ELBOW/PRIMER PURPLE           |
|                               |                             |                           | \$ 24.29                    | ELBOW SCHEDULE                |
|                               |                             |                           | \$ 10.78                    | GASKET RING                   |
|                               |                             |                           | \$ 175.95                   | ELBOW/COUPLING                |
|                               |                             |                           | \$ 2.50                     | ELBOW/ADAPTER/PVC             |
|                               |                             |                           | \$ 7.09                     | GLOVES/GASKET                 |
|                               |                             | Check Total:              | \$ 286.41                   |                               |
| 43732                         | 12/9/2022                   | ARDENT GENERAL INC.       | \$ 135,212.34               | FIREBAUGH POLICE STATION      |
| 43733                         | 12/9/2022                   | AT&T                      | \$ 501.86                   | ALL DEPT TELEPHONE            |
|                               |                             |                           | \$ 926.89                   | ALL DEPT INTERNET/TELEPHONE   |
|                               |                             | Check Total:              | \$ 1,428.75                 |                               |
| 43734                         | 12/9/2022                   | LAURA BATZ                | \$ 50.00                    | COMMERCIAL BOOTH SPACE RENTAL |
| 43735                         | 12/9/2022                   | ADALBERTO BECCERA         | \$ 40.00                    | FOOD BOOTH SPACE REIMBURSE    |
| 43736                         | 12/9/2022                   | BOUND TREE MEDICAL, LLC   | \$ 93.35                    | FD-STETHOSCOPE                |
|                               |                             |                           | \$ 6.64                     | FD-WRENCH                     |
|                               |                             |                           | \$ 83.62                    | FD-OB KIT SEALED              |
|                               |                             | Check Total:              | \$ 183.61                   |                               |
| 43737                         | 12/9/2022                   | BUSH ENGINEERING INC.     | \$ 500.00                   | WATER METER RENTAL FEE/US     |
| 43738                         | 12/9/2022                   | ANALUPE CASTILLO          | \$ 25.00                    | COMMERICAL BOOTH SPACE REFUND |



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|-------------------------|-----------------------|---------------------------|-----------------------|-------------------------------|
| 43739                   | 12/9/2022             | CINTAS CORPORATION        | \$ 710.94             | MEDICAL SUPPLIES ALL DEPT     |
| 43740                   | 12/9/2022             | CUT RATE BATTERIES        | \$ 55.00              | FD-CHARGER KENWOOD INSERT     |
| 43741                   | 12/9/2022             | YESENIA FAUSTO            | \$ 25.00              | COMMERCIAL BOOTH SPACE REFUND |
| 43742                   | 12/9/2022             | FIRBAUGH MUSIC BOOSTERS   | \$ 40.00              | FOOD BOOTH SPACE REIMBURSE    |
| 43743                   | 12/9/2022             | FIREBAUGH HARDWARE COM    | \$ 71.24              | DOG FOOD                      |
|                         |                       |                           | \$ 43.18              | DOG FOOD                      |
|                         |                       |                           | \$ (43.18)            | RETURN DOG FOOD               |
|                         |                       |                           | \$ 3.23               | SOCKET TO OUTLET ADAPTER      |
|                         |                       |                           | \$ 9.72               | KEY KW1                       |
|                         |                       |                           | \$ 43.18              | DOG FOOD                      |
|                         |                       | Check Total:              | \$ 127.37             |                               |
| 43744                   | 12/9/2022             | HILDA M FLORES            | \$ 40.00              | FOOD BOOTH SPACE REIMBURSE    |
| 43745                   | 12/9/2022             | FRESNO OXYGEN             | \$ 92.05              | PW-SHOP                       |
| 43746                   | 12/9/2022             | STEPHANIE GONZALES        | \$ 348.29             | REIMBURSEMENT FOR BREAKFAST   |
| 43747                   | 12/9/2022             | JONATHAN GONZALES         | \$ 1,036.14           | AMERICAN FIDELITY REFUND      |
| 43748                   | 12/9/2022             | GOUVEIA ENGINEERING, INC. | \$ 2,250.94           | 705.10 POLICE/FIRE BUILDING   |
|                         |                       |                           | \$ 1,576.31           | 720.27 SITE REVIEW 2020-0     |
|                         |                       |                           | \$ 469.88             | 725.01 PUBLIC WORKS GENERAL   |
|                         |                       |                           | \$ 1,000.13           | 725.08 5-YEAR CIP             |
|                         |                       |                           | \$ 2,341.19           | 725.13C UTILITY & SURFACE     |
|                         |                       |                           | \$ 370.13             | 730.02-22 SSMP UPDATE-202     |
|                         |                       |                           | \$ 1,560.00           | 730.09 SRF WWTP DESIGN        |
|                         |                       |                           | \$ 309.75             | 740.01 WATER GENERAL          |
|                         |                       |                           | \$ 14,100.00          | 740.13D 2019 CDBG WATERLINE   |
|                         |                       |                           | \$ 276.94             | 740.14D HUD TANK AND PIPE     |
|                         |                       |                           | \$ 157.50             | 745.01 STREETS GENERAL        |
|                         |                       |                           | \$ 3,530.63           | 745.02D HWY 33 BEAUTIFICATION |
|                         |                       |                           | \$ 1,218.76           | 745.28D CML-5224(026)ALLEY    |
|                         |                       |                           | \$ 806.31             | 745.29D CML-5224(027) J&1     |
|                         |                       |                           | \$ 519.75             | 745.34C 14TH STREET REHAB     |
|                         |                       |                           | \$ 2,299.50           | 745.35 12TH ST/NEES AVE R     |
|                         |                       |                           | \$ 3,364.14           | 745.35D STPL-5224(028) 12     |
|                         |                       |                           | \$ 3,983.44           | 745.36D 22/23 CONCRETE        |
|                         |                       |                           | \$ 3,927.63           | 745.37C 22/23 SLURRY SEAL     |
|                         |                       |                           | \$ 858.38             | 760.01 AIRPORT GENERAL        |
|                         |                       |                           | \$ 625.26             | 760.07 PAVEMENT MANAGEMENT    |

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|-------------------------|-----------------------|---------------------------|-----------------------|----------------------------------|
| 43748                   | 12/9/2022             | GOUVEIA ENGINEERING, INC. | \$ 27.56              | 780.03-1 GREYSTONE EST PHASE     |
|                         |                       |                           | \$ 27.56              | 780.03-2 GREYSTONE ESTS PHASE    |
|                         |                       |                           | \$ 27.56              | 780.03-3 GREYSTONE ESTS PHASE    |
|                         |                       |                           | \$ 354.38             | 780.04 WEST HILLS EXPANSION      |
|                         |                       |                           | \$ 757.77             | 780.05 MISC INSPECTIONS          |
|                         |                       |                           | \$ 9,043.13           | 785.27 CENCAL SUBDIVISION        |
|                         |                       |                           | \$ 786.19             | 720.01 PLANNING GENERAL          |
| Check Total:            |                       |                           | \$ 56,570.72          |                                  |
| 43749                   | 12/9/2022             | GRAINGER, INC.            | \$ 244.28             | HID BALLAST KIT,PULSE            |
| 43750                   | 12/9/2022             | MARIA GUERRERO            | \$ 25.00              | COMMERCIAL BOOTH SPACE REFUND    |
| 43751                   | 12/9/2022             | JO STUDIOS                | \$ 450.00             | DEPOSIT FOR STAGE / LIGITIGATION |
| 43752                   | 12/9/2022             | KER WEST, INC. DBA        | \$ 84.00              | PLANNING COMMISSIONER            |
| 43753                   | 12/9/2022             | KIMBALL-MIDWEST           | \$ 315.89             | NON CHLORINATED PENETRATION      |
|                         |                       |                           | \$ 58.04              | CAP SCREW                        |
| Check Total:            |                       |                           | \$ 373.93             |                                  |
| 43754                   | 12/9/2022             | KTS SERVICES OF NORTHERN  | \$ 427.50             | SERVICE CALL/SERVER DOWN         |
| 43755                   | 12/9/2022             | MANUELS TIRE SERVICE, INC | \$ 147.46             | PW TRAILER-TIRE                  |
|                         |                       |                           | \$ 38.58              | RADIAL PATCH                     |
| Check Total:            |                       |                           | \$ 186.04             |                                  |
| 43756                   | 12/9/2022             | JESSICA MARTINEZ          | \$ 25.00              | COMMERCIAL BOOTH SPACE REFUND    |
| 43757                   | 12/9/2022             | ERASMO MEDINA             | \$ 40.00              | FOOD BOOTH SPACE REIMBURS        |
| 43758                   | 12/9/2022             | MID-VALLEY DISPOSAL       | \$ 437.75             | WATER TREATMENT PLANT            |
|                         |                       |                           | \$ 35,708.43          | DISPOSAL SERVICES NOVEMBER22     |
| Check Total:            |                       |                           | \$ 36,146.18          |                                  |
| 43759                   | 12/9/2022             | MIGUEL'S PLUMBING SERVICE | \$ 160.00             | CITY HALL REPAIRED LAV.          |
| 43760                   | 12/9/2022             | NORTHSTAR CHEMICAL        | \$ 5,329.97           | SODIUM HYPOCHLORITE              |
| 43761                   | 12/9/2022             | PACIFIC GAS & ELECTRIC    | \$ 35,390.19          | ALL DEPTS #7355932148-1          |
| 43762                   | 12/9/2022             | QUILL CORPORATION         | \$ 59.76              | CITY HALL-PLATES/FORKS MEETING   |
|                         |                       |                           | \$ (13.59)            | CITY HALL CREDIT PLATES          |
|                         |                       |                           | \$ 65.82              | COMM. CTR-BLEACH/CONTAINER       |

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|-------------------------------|-----------------------------|-----------------------|-----------------------------|----------------------------|
| 43762                         | 12/9/2022                   | QUILL CORPORATION     | \$ 17.78                    | PIO-FINGERTIP SORTWIK      |
|                               |                             |                       | \$ 139.74                   | CITY HALL-OFFICE SUPPLIES  |
|                               |                             |                       | \$ 577.57                   | PD-TRASH BAGS/CITY HALL    |
|                               |                             |                       | \$ 37.12                    | SENIOR CTR-COFFEE FILTERS  |
|                               |                             | Check Total:          | \$ 884.20                   |                            |
| 43763                         | 12/9/2022                   | SEAN STEVENS          | \$ 1,204.00                 | REMAINING BALANCE DISNEY   |
| 43764                         | 12/9/2022                   | TECH MASTER MANAGEMEN | \$ 150.00                   | ALL DEPT PEST CONTROL      |
| 43765                         | 12/9/2022                   | THARP'S FARM SUPPLY   | \$ 49.54                    | BROOM/BLEACH/COUPLER       |
|                               |                             |                       | \$ 10.93                    | STUD ANCHORS               |
|                               |                             |                       | \$ 10.26                    | NYLON ROPE                 |
|                               |                             |                       | \$ 374.80                   | BATTERY                    |
|                               |                             |                       | \$ 18.99                    | ENERGIZER C BATTERIES      |
|                               |                             |                       | \$ 61.06                    | PIPE/TEST CAP/ELBOW        |
|                               |                             |                       | \$ 30.04                    | PIPE NIPPLE/VALVE/ELBOW    |
|                               |                             |                       | \$ 9.72                     | BULB                       |
|                               |                             |                       | \$ 71.52                    | SUCTION HOSE/ELBOW/ADAPTOR |
|                               |                             |                       | \$ 7.29                     | BAR & CHAIN OIL            |
|                               |                             |                       | \$ 49.50                    | ELBOW/ADAPTOR              |
|                               |                             |                       | \$ 7.18                     | SAWSALL                    |
|                               |                             |                       | \$ 5.17                     | SCRATCH BRUSH              |
|                               |                             |                       | \$ 18.53                    | V BELTS                    |
|                               |                             |                       | \$ 1.35                     | WING NUT                   |
|                               |                             |                       | \$ (0.01)                   | CREDIT                     |
|                               |                             |                       | \$ 9.45                     | TROWEL ALUM                |
|                               |                             |                       | \$ (71.52)                  | CREDIT SUCTION HOSE        |
|                               |                             |                       | \$ 13.87                    | CAPSCREW/BRUSH             |
|                               |                             |                       | \$ 9.36                     | CLOTH                      |
|                               |                             |                       | \$ 6.87                     | PD-LAG SCREW/FLATWASHER    |
|                               |                             |                       | \$ 14.63                    | SAFETY VEST                |
|                               |                             |                       | \$ 29.07                    | BLEACH/DISINFECTANT SPRAY  |
|                               |                             |                       | \$ 25.54                    | CAMOUFLAGE SPRAY           |
|                               |                             |                       | \$ 14.00                    | WD 40                      |
|                               |                             |                       | \$ 32.42                    | REPAIR CLAMP               |
|                               |                             |                       | \$ 19.42                    | REPAIR CLAMP               |
|                               |                             |                       | \$ 12.58                    | SPRAY PAINT GREEN          |
|                               |                             |                       | \$ 13.66                    | BLUE TAPE                  |
|                               |                             |                       | \$ 12.84                    | RAINCOAT                   |
|                               |                             |                       | \$ 12.62                    | BUSHING                    |
|                               |                             |                       | \$ 5.25                     | CAP SCREW/NUT              |
|                               |                             |                       | \$ 5.25                     | CAP SCREW/STAINLESS NUT    |
|                               |                             |                       | \$ 16.47                    | FD-BLK RUBBER              |
|                               |                             |                       | \$ 12.58                    | GREEN SPRAY PAINT          |



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|-------------------------------|-----------------------------|------------------------|-----------------------------|-------------------------------|
| 43765                         | 12/9/2022                   | THARP'S FARM SUPPLY    | \$ 5.05                     | CHAINSAW FILE                 |
|                               |                             |                        | \$ 160.69                   | TRAILER LOCK/BALL             |
|                               |                             |                        | \$ 2.15                     | CURTIS KEYS                   |
|                               |                             |                        | \$ 82.11                    | SLEDGE HAMMER                 |
|                               |                             |                        | \$ 3.13                     | BELL REDUCER                  |
|                               |                             |                        | \$ 19.53                    | BATTERIES/WORK GLOVES         |
|                               |                             |                        | \$ 8.27                     | BUTANE FUEL                   |
|                               |                             |                        | \$ 33.04                    | COMPRESSION COUPLING          |
|                               |                             |                        | \$ 30.06                    | SAW BLADE                     |
|                               |                             |                        | \$ 96.86                    | PARKS-ELBOW.PVC               |
|                               |                             |                        | \$ 27.46                    | PARKS-GLUE/PRIMER             |
|                               |                             |                        | \$ 8.70                     | FLATWASHER/HEX NUT/ASSORT     |
|                               |                             |                        | \$ 4.30                     | CURTIS KEYS                   |
|                               |                             |                        | \$ 22.66                    | ANGEL                         |
|                               |                             |                        | \$ 6.80                     | WATER NOZZLE                  |
|                               |                             |                        | \$ 27.60                    | KEYED ALIKE LOCK              |
|                               |                             |                        | \$ 39.09                    | ALLS IN BOX                   |
|                               |                             |                        | \$ 1.09                     | HEX NUT/CAPSCREW              |
|                               |                             |                        | \$ 0.81                     | HEX NUT/CAPSCREW              |
|                               |                             |                        | \$ 19.67                    | TOWELS/GRAFFITTI REMOVER      |
|                               |                             |                        | \$ 30.82                    | ZIP TIES/BLK TIES             |
|                               |                             |                        | \$ 15.48                    | TRAY LINER/PAINT ROLL         |
|                               |                             |                        | \$ 114.18                   | CURTIS KEYS/SCENT BOMB        |
|                               |                             |                        | \$ 94.86                    | PIPE SEALANT/ALLS IN BOX      |
|                               |                             |                        | \$ 81.92                    | BLADE/SAWSALL                 |
|                               |                             |                        | \$ 28.54                    | WD 40/CLEANER                 |
|                               |                             |                        | \$ 71.82                    | MOTOR FUEL PUMP               |
|                               |                             |                        | \$ 22.66                    | ANGLE                         |
|                               |                             |                        | \$ 67.79                    | WELDING WIRE                  |
|                               |                             |                        | \$ 21.53                    | WINDEX/DRAIN CLEAN            |
| Check Total:                  |                             |                        | \$ 2,068.90                 |                               |
| 43766                         | 12/9/2022                   | THOMASON TRACTOR COMP/ | \$ 71.23                    | WT CHARGED BATTERY            |
|                               |                             |                        | \$ 24.35                    | EYEBOLT                       |
|                               |                             |                        | \$ 146.59                   | OIL/CHAIN                     |
| Check Total:                  |                             |                        | \$ 242.17                   |                               |
| 43767                         | 12/9/2022                   | ALYSSA TRUJILLO        | \$ 25.00                    | COMMERCIAL BOOTH SPACE REFUND |
| 43768                         | 12/9/2022                   | UNIFIRST CORPORATION   | \$ 116.57                   | SHOP                          |
|                               |                             |                        | \$ 23.83                    | COMMUNITY CTR                 |
|                               |                             |                        | \$ 19.43                    | CITY HALL                     |
|                               |                             |                        | \$ 41.03                    | SENIOR CTR                    |
|                               |                             |                        | \$ 116.57                   | SHOP                          |

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|-------------------------------|-----------------------------|---------------------------|-----------------------------|-------------------------------|
| 43768                         | 12/9/2022                   | UNIFIRST CORPORATION      | \$ 23.83                    | COMMUNITY CTR                 |
|                               |                             |                           | \$ 19.43                    | CITY HALL                     |
|                               |                             |                           | \$ 41.03                    | SENIOR CTR                    |
|                               |                             |                           | \$ 148.96                   | SHOP                          |
|                               |                             |                           | \$ 23.83                    | COMMUNITY CTR                 |
|                               |                             |                           | \$ 19.43                    | CITY HALL                     |
|                               |                             |                           | \$ 41.03                    | SENIOR CTR                    |
|                               |                             |                           | \$ 116.57                   | SHOP                          |
|                               |                             |                           | \$ 23.83                    | COMMUNITY CTR                 |
|                               |                             |                           | \$ 19.43                    | CITY HALL                     |
|                               |                             |                           | \$ 41.03                    | SENIOR CTR                    |
|                               |                             |                           | \$ 116.57                   | SHOP                          |
|                               |                             |                           | \$ 23.83                    | COMMUNITY CTR                 |
|                               |                             |                           | \$ 19.43                    | CITY HALL                     |
|                               |                             |                           | \$ 41.03                    | SENIOR CTR                    |
|                               |                             |                           | \$ 116.57                   | SHOP                          |
|                               |                             |                           | \$ 23.83                    | COMMUNITY CTR                 |
|                               |                             |                           | \$ 19.43                    | CITY HALL                     |
|                               |                             |                           | \$ 41.03                    | SENIOR CTR                    |
| Check Total:                  |                             |                           | \$ 1,036.69                 |                               |
| 43769                         | 12/9/2022                   | U.S. BANK EQUIPMENT FINAN | \$ 506.93                   | RNT/LEASE EQUIP 11/20-12      |
| 43770                         | 12/9/2022                   | DATAPATH                  | \$ 4,672.50                 | MONTHLY BILLING OCTOBER 22    |
|                               |                             |                           | \$ 4,815.50                 | MONTHLY BILLING DECEMBER      |
| Check Total:                  |                             |                           | \$ 9,488.00                 |                               |
| 43771                         | 12/9/2022                   | GILBERTO A VENTURA        | \$ 25.00                    | COMMERCIAL BOOTH SPACE REFUND |
| 43772                         | 12/9/2022                   | VSS INTERNATIONAL, INC.   | \$ 117,776.25               | PROJ#22/23 SB1 SLURRY SEAL    |
| 43773                         | 12/9/2022                   | ELMA ZAMORA LOPEZ         | \$ 40.00                    | FOOD BOOTH SPACE REIMBURSE    |
| 43774                         | 12/9/2022                   | LIDIA ZAMORA              | \$ 40.00                    | FOOD BOOTH SPACE REIMBURSE    |
| 43775                         | 12/14/2022                  | CITY OF FIREBAUGH         | \$ 168,029.51               | PAYROLL ENDING 12/09/2022     |
| 43776                         | 12/22/2022                  | ACCREDITED SECURITY       | \$ 349.95                   | PD TASER EQUIPMENT            |
| 43777                         | 12/22/2022                  | AG & INDUSTRIAL SUPPLY    | \$ 47.40                    | PW SEWER TRAILER PRESSURE     |
|                               |                             |                           | \$ 9.61                     | PW SEWER TRAILER-ADAPT        |
| Check Total:                  |                             |                           | \$ 57.01                    |                               |
| 43778                         | 12/22/2022                  | A & J AUTO BODY           | \$ 2,218.69                 | CADET DUNK TANK REPAINT       |
| 43779                         | 12/22/2022                  | AMAZON CAPITAL SERVICES   | \$ 314.20                   | FD-AMAZON BLACK PENS/GAS      |
| 43780                         | 12/22/2022                  | ARMSTRONG'S PET WORLD     | \$ 411.32                   | K9 FOOD KONA NOVEMBER 2022    |

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| 43781                   | 12/22/2022            | ASR ENGINEERING, INC.     | \$ 500.00             | WATER METER DEPOSIT REIMBURSE  |
| 43782                   | 12/22/2022            | AT&T MOBILITY             | \$ 740.84             | CITY HALL/PW/COUNCIL CELL      |
|                         |                       |                           | \$ 795.85             | PD INTERNET/CELLPHONES         |
|                         |                       | Check Total:              | \$ 1,536.69           |                                |
| 43783                   | 12/22/2022            | AT&T                      | \$ 63.50              | FIRE DEPT INTERNET             |
| 43784                   | 12/22/2022            | THE BANK OF NEW YORK ME   | \$ 1,750.00           | CITY OF FIREBAUGH WATER REPAIR |
|                         |                       |                           | \$ 1,750.00           | CITY OF FIREBAUGH WASTEWATER   |
|                         |                       | Check Total:              | \$ 3,500.00           |                                |
| 43785                   | 12/22/2022            | BSK & ASSOCIATES, INC.    | \$ 86.50              | LAB ANALYSIS                   |
|                         |                       |                           | \$ 154.50             | LAB ANALYSIS                   |
|                         |                       |                           | \$ 592.25             | LAB ANALYSIS                   |
|                         |                       |                           | \$ 86.50              | LAB ANALYSIS                   |
|                         |                       |                           | \$ 154.50             | LAB ANALYSIS                   |
|                         |                       |                           | \$ 184.25             | LAB ANALYSIS                   |
|                         |                       |                           | \$ 86.50              | LAB ANALYSIS                   |
|                         |                       |                           | \$ 154.50             | LAB ANALYSIS                   |
|                         |                       |                           | \$ 105.64             | LAB ANALYSIS                   |
|                         |                       |                           | \$ 190.62             | LAB ANALYSIS                   |
|                         |                       |                           | \$ 154.50             | LAB ANALYSIS                   |
|                         |                       |                           | \$ 226.75             | LAB ANALYSIS                   |
|                         |                       |                           | \$ 154.50             | LAB ANALYSIS                   |
|                         |                       |                           | \$ 190.62             | LAB ANALYSIS                   |
|                         |                       | Check Total:              | \$ 2,522.13           |                                |
| 43786                   | 12/22/2022            | CENTRAL VALLEY VETERINA   | \$ 145.50             | EUTHANASIA/CREMATION-1 DO      |
| 43787                   | 12/22/2022            | COOK'S COMMUNICATIONS     | \$ 1,367.07           | FD-RADIO ANTENNA NEW FIRE      |
| 43788                   | 12/22/2022            | CORBIN WILLITS SYSTEMS    | \$ 1,094.06           | ADMINISTRATION C/W SERVICE     |
| 43789                   | 12/22/2022            | CORELOGIC SOLUTIONS, LLC. | \$ 225.10             | REALQUEST NOVEMBER 2022        |
| 43790                   | 12/22/2022            | D & L REFRIGERATION, LLC  | \$ 6,000.00           | NEW PD STATION REMOVED EQ      |
| 43791                   | 12/22/2022            | DEPARTMENT OF JUSTICE     | \$ 210.00             | BLOOD ALCOHOL ANALYSIS         |
|                         |                       |                           | \$ 114.00             | FINGERPRINTS NOVEMBER 2022     |
|                         |                       | Check Total:              | \$ 324.00             |                                |
| 43792                   | 12/22/2022            | DISH                      | \$ 89.36              | SENIOR CENTER CABLE            |

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|-------------------------------|-----------------------------|-------------------------|-----------------------------|-------------------------------|
| 43793                         | 12/22/2022                  | DONAGHY SALES, LLC.     | \$ 4,209.01                 | BEER PURCHASE CANTALOUPE      |
| 43794                         | 12/22/2022                  | EPPLER TRUCK SERVICE    | \$ 290.00                   | FD- FIRETRUCK REPAIRED        |
| 43795                         | 12/22/2022                  | FERGUSON WATERWORKS #1  | \$ 1,142.05                 | PW-PARTS                      |
| 43796                         | 12/22/2022                  | FIRST BANKCARD          | \$ 39.00                    | BEN-FEES                      |
|                               |                             |                         | \$ 20.07                    | BEN-INTEREST FEES             |
|                               |                             |                         | \$ 500.00                   | BEN-CALCITIES REGISTRATION    |
|                               |                             |                         | \$ 80.98                    | BEN-ACE TROPHY XMAS PARADE    |
|                               |                             |                         | \$ 840.24                   | BEN-HYATT RITA CALCITIES      |
|                               |                             |                         | \$ 35.00                    | PD-FEES                       |
|                               |                             |                         | \$ 12.22                    | PD-INTEREST FEES              |
|                               |                             |                         | \$ 32.93                    | PD-FIREBAUGH RESTAURANT MTG   |
|                               |                             |                         | \$ 48.52                    | PD-BLUE FLAME FRIAS HEARING   |
|                               |                             |                         | \$ 16.67                    | PD-PEOPLEFACTS                |
|                               |                             |                         | \$ 35.00                    | PIO-FEES                      |
|                               |                             |                         | \$ 33.23                    | PIO-INTEREST FEES             |
|                               |                             |                         | \$ 27.73                    | PIO-PIZZA FACTORY MEETING     |
|                               |                             |                         | \$ 33.46                    | PIO-AMAZON NAME PLATE HOLLDER |
|                               |                             |                         | \$ 5.00                     | PIO-DYN.COM                   |
|                               |                             |                         | \$ 138.21                   | PIO-WALMART XMAS PARADE       |
|                               |                             |                         | \$ 170.28                   | PIO-WALMART XMAS PARADE       |
|                               |                             |                         | \$ 53.48                    | PIO-WALMART XMAS PARADE       |
|                               |                             |                         | \$ 374.48                   | PIO-WALMART XMAS PARADE       |
|                               |                             |                         | \$ (470.00)                 | PIO-CSMFO CREDIT OLGA         |
|                               |                             |                         | \$ 39.00                    | PW-FEES                       |
|                               |                             |                         | \$ 52.81                    | PW-INTEREST FEES              |
|                               |                             |                         | \$ 101.48                   | PW-AMAZON DISINFECTANT SPRAY  |
|                               |                             |                         | \$ 92.00                    | PW-AMAZON MOP HANDLE/MOP      |
|                               |                             |                         | \$ 47.46                    | PW-AMAZON SHIRTS XMAS PARTY   |
|                               |                             |                         | \$ 71.19                    | PW-AMAZON SHIRTS XMAS PARTY   |
|                               |                             |                         | \$ 28.05                    | PW-AMAZON SHIRTS XMAS PARTY   |
|                               |                             |                         | \$ 43.17                    | PW-FIREBAUGH SUPERMARKET      |
|                               |                             |                         | \$ 130.02                   | PW-ELITE IMAGE XMAS PARADE    |
|                               |                             |                         | \$ 80.40                    | PW-STATE/FEDERAL POSTER       |
|                               |                             |                         | \$ 52.67                    | PW-PIZZA FACTORY XMAS LUNCH   |
|                               |                             |                         | \$ 435.80                   | PW-AMAZON TRASH BAGS PARK     |
|                               |                             | Check Total:            | \$ 3,200.55                 |                               |
| 43797                         | 12/22/2022                  | FIREBAUGH TOWING        | \$ 200.00                   | PD-POLICE CAR UNIT#8          |
| 43798                         | 12/22/2022                  | FRESNO COUNTY TREASUREF | \$ 162.52                   | ACCESS FEES NOVEMBER 2022     |



**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS DECEMBER 1, 2022- DECEMBER 31, 2022**

| <u>Check<br/>Number</u> | <u>Check<br/>Date</u> | <u>Name</u>               | <u>Net<br/>Amount</u> | <u>Description</u>          |
|-------------------------|-----------------------|---------------------------|-----------------------|-----------------------------|
| 43799                   | 12/22/2022            | GUTHRIE PETROLEUM, INC.   | \$ 1,367.80           | BULK UNLEADED GASOLINE      |
|                         |                       |                           | \$ 1,859.73           | BULK UNLEADED GASOLINE      |
|                         |                       |                           | \$ 1,323.83           | BULK UNLEADED GASOLINE      |
|                         |                       |                           | \$ 1,095.63           | BULK UNLEADED GASOLINE      |
|                         |                       | Check Total:              | \$ 5,646.99           |                             |
| 43800                   | 12/22/2022            | KER WEST, INC. DBA        | \$ 166.50             | PUBLIC NOTICE AMEND STATE   |
| 43801                   | 12/22/2022            | KIMBALL-MIDWEST           | \$ 862.72             | PW-SHOP TOOLS               |
| 43802                   | 12/22/2022            | KRAZAN & ASSOCIATES, INC. | \$ 1,090.00           | FIREBAUGH POLICE STATION    |
| 43803                   | 12/22/2022            | PACIFIC GAS & ELECTRIC    | \$ 82.19              | FIRE DEPT #3228327255-0     |
|                         |                       |                           | \$ 844.17             | TOMA TEK #6759522333-9      |
|                         |                       |                           | \$ 8.43               | NEW FIRE DEPT #3247232548   |
|                         |                       | Check Total:              | \$ 934.79             |                             |
| 43804                   | 12/22/2022            | PACE SUPPLY CORP          | \$ 563.54             | BAND REPAIR CLAMP FORD      |
| 43805                   | 12/22/2022            | PETTY CASH                | \$ 59.49              | DOG FOOD PURCHASE LA FIESTA |
| 43806                   | 12/22/2022            | RETAIL STRATEGIES, LLC    | \$ 40,000.00          | PROFESSIONAL CONSULTING A   |
| 43807                   | 12/22/2022            | RJMS CORPORATION          | \$ 1,576.32           | LT SIDE TAILLIGHT DAMAGED   |
|                         |                       |                           | \$ 1,462.47           | REAR BRAKES WORN OUT REPAIR |
|                         |                       |                           | \$ 682.50             | PD ELECTRIC CAR             |
|                         |                       | Check Total:              | \$ 3,721.29           |                             |
| 43808                   | 12/22/2022            | RICK TABARES              | \$ 200.00             | SFST TRAINING SET UP        |
| 43809                   | 12/22/2022            | THE SALVATION ARMY        | \$ 15,846.14          | HOT MEAL/FOO DISTRIBUTION   |
| 43810                   | 12/22/2022            | VERIZON WIRELESS          | \$ 38.01              | BRADY'S TABLET INTERNET     |
| 43811                   | 12/22/2022            | WITMER PUBLIC SAFETY GRC  | \$ 574.64             | FD-FIRELINE WILDLAND COAT   |
| 43812                   | 12/27/2022            | CITY OF FIREBAUGH         | \$ 123,661.26         | PAYROLL ENDING 12/16/2022   |
| 43813                   | 12/27/2022            | ADAMS ASHBY GROUP, LLC    | \$ 1,000.00           | GENERAL ADMIN 20-CDBG-CV2   |
| 43814                   | 12/27/2022            | AUTOZONE COMMERCIAL (13   | \$ 19.42              | PW-ANTIFREEZE               |
|                         |                       |                           | \$ 35.92              | LIFT STATION-V BELT         |
|                         |                       |                           | \$ (23.95)            | RETURN V BELT               |
|                         |                       |                           | \$ 76.81              | SPRAY PAINT GRAFFITI        |

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS DECEMBER 1, 2022- DECEMBER 31, 2022**

| <u>Check</u><br><u>Number</u> | <u>Check</u><br><u>Date</u> | <u>Name</u>               | <u>Net</u><br><u>Amount</u> | <u>Description</u>              |
|-------------------------------|-----------------------------|---------------------------|-----------------------------|---------------------------------|
| 43814                         | 12/27/2022                  | AUTOZONE COMMERCIAL (13   | \$ 39.49                    | PAINT FOR GRAFFITI              |
|                               |                             |                           | \$ 12.94                    | WIPERS CITY CARE                |
|                               |                             |                           | \$ (12.94)                  | RETURN WIPERS                   |
|                               |                             |                           | \$ 40.36                    | WIPER BLADES                    |
|                               |                             |                           | \$ 7.12                     | TRUCK#32 BULB                   |
|                               |                             |                           | \$ 32.91                    | AIR FILTER                      |
|                               |                             |                           | \$ 10.57                    | ON-OFF TOUCH SWITCH             |
|                               |                             |                           | \$ 10.57                    | ON-OFF SWITCH                   |
|                               |                             |                           | \$ (10.57)                  | RETURN SWITCG                   |
|                               |                             |                           | \$ (10.57)                  | RETURN SWITCH                   |
|                               |                             |                           | \$ 63.99                    | PD-MOTOR OIL                    |
|                               |                             |                           | \$ 57.22                    | PD-OIL                          |
|                               |                             |                           | \$ 43.81                    | OW-MOTOR OIL                    |
|                               |                             |                           | \$ 32.15                    | DIESEL EXHAUST FLUID            |
|                               |                             |                           | \$ 4.42                     | PW-FUSE HOLDER                  |
|                               |                             |                           | \$ 51.77                    | PW-BATTERY                      |
|                               |                             |                           | \$ 15.11                    | PW-EXTENSION BAR                |
|                               |                             |                           | \$ 5.93                     | DOUBLE PLAT PLUG                |
|                               |                             |                           | \$ (5.93)                   | DOUBLE PLAT PLUG                |
| Check Total:                  |                             |                           | \$ 496.55                   |                                 |
| 43815                         | 12/27/2022                  | AXCES INDUSTRIAL SUPPLY   | \$ 200.84                   | CITRUS DISENFECTANT/DEORDORIZER |
| 43816                         | 12/27/2022                  | COLLINS & SCHOETTLER      | \$ 2,835.00                 | CITY PLANNING NOVEMBER 2022     |
| 43817                         | 12/27/2022                  | GLEIM-CROWN PUMP, INC.    | \$ 7,242.00                 | WELL WATER WELL SERVICES        |
| 43818                         | 12/27/2022                  | GOUVEIA ENGINEERING, INC. | \$ 6,422.25                 | 705.10 POLICE/FIRE BUILDING     |
|                               |                             |                           | \$ 341.25                   | 720.25 SITE PLAN REVIEW         |
|                               |                             |                           | \$ 461.25                   | 720.07 SITE REVIEW 20-04(       |
|                               |                             |                           | \$ 795.38                   | 725.01 PUBLIC OWORKS GENERAL    |
|                               |                             |                           | \$ 2,588.13                 | 725.08 5-YEAR CIP               |
|                               |                             |                           | \$ 11,510.50                | 725.13C UTILITY & SURFACE       |
|                               |                             |                           | \$ 2,681.44                 | 730.02-22 SSMP UPDATE-202       |
|                               |                             |                           | \$ 4,220.00                 | 730.09 SRF WWTP DESIGN          |
|                               |                             |                           | \$ 2,364.81                 | 740.13C CDBG-WATERLINE REPAIR   |
|                               |                             |                           | \$ 3,314.06                 | 745.01 STREETS GENERAL          |
|                               |                             |                           | \$ 945.00                   | 745.02D HWY 33 BEAUTIFICATION   |
|                               |                             |                           | \$ 462.44                   | 745.25D CML-5224(023)POSO CANAL |
|                               |                             |                           | \$ 584.71                   | 745.28D CML-5224(026) ALL       |
|                               |                             |                           | \$ 2,486.48                 | 745.29D CML-5224(027)J&10       |
|                               |                             |                           | \$ 7,329.41                 | 745.35D STPL-5224(028)12T       |
|                               |                             |                           | \$ 2,205.00                 | 745.36D 22/23 CONCRETE IM       |
|                               |                             |                           | \$ 4,893.19                 | 745.37C 22/23 SLURRY SEAL       |
|                               |                             |                           | \$ 729.47                   | 760.07 PAVEMENT MANAGEMENT      |

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS DECEMBER 1, 2022- DECEMBER 31, 2022**

| <u>Check<br/>Number</u> | <u>Check<br/>Date</u> | <u>Name</u>               | <u>Net<br/>Amount</u> | <u>Description</u>            |
|-------------------------|-----------------------|---------------------------|-----------------------|-------------------------------|
| 43818                   | 12/27/2022            | GOUVEIA ENGINEERING, INC. | \$ 150.94             | 775.14 LOT MERGER HWY 33      |
|                         |                       |                           | \$ 1,012.82           | 780.05 MISC INSPECTIONS       |
|                         |                       |                           | \$ 341.25             | 785.27 CENCAL SUBDIVISION     |
|                         |                       | Check Total:              | \$ 55,839.78          |                               |
| 43819                   | 12/27/2022            | GRANITE CONSTRUCTION CO   | \$ 500.00             | WATER METER RENTAL DEPOSIT    |
| 43820                   | 12/27/2022            | KER WEST, INC. DBA        | \$ 1,972.25           | PUBLIC NOTICE J ST AND 10     |
|                         |                       |                           | \$ 2,601.35           | PUBLIC NOTICE TO BIDDERS      |
|                         |                       | Check Total:              | \$ 4,573.60           |                               |
| 43821                   | 12/27/2022            | KROEKER INC.              | \$ 30,384.80          | UTILITY & SURFACE ALLEY I     |
| 43822                   | 12/27/2022            | LOZANO SMITH ATTORNEYS    | \$ 10,998.63          | GENERAL LEGAL MATTERS NOV22   |
|                         |                       |                           | \$ 3,262.56           | PERSONNEL MATTER NOVEMBER     |
|                         |                       |                           | \$ 6,523.21           | POLICE PERONNEL MATTERS NOV22 |
|                         |                       | Check Total:              | \$ 20,784.40          |                               |
| 43823                   | 12/27/2022            | MIGUEL'S PLUMBING SERVICE | \$ 640.00             | UNPLUGGED MAIN SEWER LINE     |
| 43824                   | 12/27/2022            | ON POINT GRADING AND PAV  | \$ 500.00             | WATER METER RENTAL FEE        |
| 43825                   | 12/27/2022            | PACIFIC GAS & ELECTRIC    | \$ 31,857.24          | ALL DEPTS #7355932148-1       |
| 43826                   | 12/27/2022            | SWRCB ACCOUNTING OFFICE   | \$ 41,063.00          | ANNUAL PERMIT FEES            |
|                         |                       |                           | \$ 3,453.00           | ANNUAL PERMIT FEES            |
|                         |                       | Check Total:              | \$ 44,516.00          |                               |
| 43827                   | 12/27/2022            | TECH MASTER MANAGEMEN     | \$ 150.00             | ALL DEPT PEST CONTROL         |
| 43828                   | 12/27/2022            | TELSTAR INSTRUMENTS       | \$ 1,346.00           | PW-WWTP SERVICE               |
| 43829                   | 12/27/2022            | USA BLUEBOOK              | \$ 763.47             | SEWER LAB ANALYSIS            |



**REPORT TO CITY COUNCIL**  
**— MEMORANDUM —**

**AGENDA ITEM NO:** \_\_\_\_\_

**COUNCIL MEETING DATE:** February 6, 2023

**SUBJECT: Warrant Register Dated: January 1, 2023 – January 31, 2023**

**RECOMMENDATION:**

In accordance with Section 37202 of the Government Code of the State of California there is presented here with a summary of the demands against the City of Firebaugh covering obligations to be paid during the period of:

JANUARY 1, 2023 – JANUARY 31, 2023

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

IT IS HEREBY RECOMMENDED THE CITY COUNCIL  
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:

|                        |                  |                      |
|------------------------|------------------|----------------------|
| GENERAL WARRANTS ..... | # 43830 – #43932 | <u>\$ 920,014.19</u> |
| PAYROLL WARRANTS.....  | # 71938 – #71955 | <u>\$ 143,396.15</u> |

TOTAL WARRANTS..... **\$ 1,063,410.34**



**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS JANUARY 1, 2023- JANUARY 31, 2023**

| <u>Check<br/>Number</u> | <u>Check<br/>Date</u> | <u>Name</u>            | <u>Net<br/>Amount</u> | <u>Description</u>           |
|-------------------------|-----------------------|------------------------|-----------------------|------------------------------|
| 43830                   | 1/3/2023              | U.S. POSTMASTER        | \$ 228.57             | LATE NOTICES BILLING POST    |
| 43831                   | 1/4/2023              | FERNANDO CAMPA         | \$ 300.00             | HEALTH INSURANCE STIPEND     |
| 43832                   | 1/4/2023              | ALIX STEPHANIE CHACON  | \$ 300.00             | HEALTH INSURANCE STIPEND     |
| 43833                   | 1/4/2023              | CITY OF FIREBAUGH      | \$ 52,064.45          | ME CHECK DECEMBER 2022       |
| 43834                   | 1/4/2023              | GOLDEN ONE CREDIT UNIO | \$ 1,666.66           | JOHN BORBOA MONTHLY STIPE    |
| 43835                   | 1/4/2023              | BRADY JENKINS          | \$ 315.00             | MONTHLY STIPEND ATTENDANCE   |
| 43836                   | 1/4/2023              | RODDY A. LAKE          | \$ 251.59             | POLICE MEDICAL RETIREE       |
| 43837                   | 1/4/2023              | SAMPSON LEE            | \$ 300.00             | HEALTH INSURANCE STIPEND     |
| 43838                   | 1/4/2023              | RACHEL LOPEZ           | \$ 300.00             | HEALTH INSURANCE STIPEND     |
| 43839                   | 1/4/2023              | SANDRA J. MARQUEZ      | \$ 300.00             | HEALTH INSURANCE STIPEND     |
| 43840                   | 1/4/2023              | SALVADOR RAYGOZA       | \$ 300.00             | HEALTH INSURANCE STIPEND     |
| 43841                   | 1/4/2023              | JUAN PEDRO SANCHEZ     | \$ 300.00             | HEALTH INSURANCE STIPEND     |
| 43842                   | 1/4/2023              | CEASAR SIERRAS         | \$ 300.00             | HEALTH INSURANCE STIPEND     |
| 43843                   | 1/4/2023              | JACQUELINE TABARES     | \$ 300.00             | HEALTH INSURANCE STIPEND     |
| 43844                   | 1/4/2023              | ALFRED VALDEZ          | \$ 315.00             | MONTHLY STIPEND ATTENDANCE   |
| 43845                   | 1/4/2023              | JOSE AVALOS            | \$ 27.25              | MQ CUSTOMER REFUND           |
| 43846                   | 1/4/2023              | CO. BUTTONWILLOW WAR   | \$ 9.66               | MQ CUSTOMER REFUND           |
| 43847                   | 1/4/2023              | ANA ROSA COLAZO DE MU  | \$ 62.48              | MQ CUSTOMER REFUND           |
| 43848                   | 1/4/2023              | GRANTOR TRUST THE GAR  | \$ 24.81              | MQ CUSTOMER REFUND           |
| 43849                   | 1/4/2023              | A LUIS PEREZ           | \$ 4.86               | MQ CUSTOMER REFUND           |
| 43850                   | 1/4/2023              | U.S. POSTMASTER        | \$ 1,018.59           | UTILITY BILLING JANUARY 2023 |
| 43851                   | 1/5/2023              | SILVIA RENTERIA        | \$ 315.00             | MONTHLY STIPEND ATTENDANCE   |
| 43852                   | 1/11/2023             | CITY OF FIREBAUGH      | \$ 114,874.49         | PAYROLL ENDING 01/06/2023    |

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS JANUARY 1, 2023- JANUARY 31, 2023**

| <u>Check</u><br><u>Number</u> | <u>Check</u><br><u>Date</u> | <u>Name</u>             | <u>Net</u><br><u>Amount</u> | <u>Description</u>           |
|-------------------------------|-----------------------------|-------------------------|-----------------------------|------------------------------|
| 43853                         | 1/13/2023                   | ADAMS ASHBY GROUP, LLC  | \$ 3,750.00                 | GENERAL ADMIN MONTHLY FIX    |
| 43854                         | 1/13/2023                   | ALERT-O-LITE, INC.      | \$ 1,060.91                 | ASPHALT PATCH/SAND BAGS      |
| 43855                         | 1/13/2023                   | AMAZON CAPITAL SERVICE  | \$ 23.74                    | FD-CABLE                     |
|                               |                             |                         | \$ 493.97                   | FD-INKJET PRINTER            |
|                               |                             |                         | \$ 131.17                   | FD-CARTRIDGE                 |
|                               |                             | Check Total:            | \$ 648.88                   |                              |
| 43856                         | 1/13/2023                   | SEBASTIAN               | \$ 59.95                    | SENIOR CENTER ALARM SECURITY |
| 43857                         | 1/13/2023                   | BIG G'S AUTOMOTIVE CENT | \$ 40.00                    | PW-ELECTRIC CAR REPAIR       |
| 43858                         | 1/13/2023                   | BOGIE'S PUMP SYSTEMS    | \$ 12,791.63                | REPLACEMENT OF FLYGT-PUMP    |
| 43859                         | 1/13/2023                   | CASCADE FIRE EQUIPMENT  | \$ 129.91                   | FD-CHROME CAP                |
| 43860                         | 1/13/2023                   | CINTAS CORPORATION      | \$ 33.28                    | CITY HALL MEDICAL SUPPLIES   |
| 43861                         | 1/13/2023                   | COMCAST                 | \$ 1,259.34                 | PD INTERNET #981037230       |
| 43862                         | 1/13/2023                   | COOK'S COMMUNICATIONS   | \$ 74,477.05                | PD OPERATOR WORKSTATION      |
| 43863                         | 1/13/2023                   | CSJVRMA                 | \$ 91,399.00                | 2022/23 3RD QTR DEPOSITS     |
| 43864                         | 1/13/2023                   | DEPARTMENT OF JUSTICE   | \$ 35.00                    | NOVEMBER 2022 BLOOD ALCOHOL  |
| 43865                         | 1/13/2023                   | ESO SOLUTIONS, INC.     | \$ 1,633.00                 | FD-FIRE PACKAGE              |
| 43866                         | 1/13/2023                   | EXCEL SIGN COMPANY      | \$ 1,265.76                 | PD-COVER DOORS AND ROOF      |
| 43867                         | 1/13/2023                   | FERGUSON WATERWORKS     | \$ 187.33                   | 6 TEST BALL/HOSE ASSEMBLY    |
|                               |                             |                         | \$ 569.27                   | SHOP-CLAMP/COUPLER           |
|                               |                             | Check Total:            | \$ 756.60                   |                              |
| 43868                         | 1/13/2023                   | FIRST BANKCARD          | \$ 29.66                    | PW FEES                      |
|                               |                             |                         | \$ 1,250.00                 | PW-CAL CITIES REGISTRATION   |
|                               |                             |                         | \$ 1,100.00                 | PW-CA RURAL WATER ASSOC.     |
|                               |                             | Check Total:            | \$ 2,379.66                 |                              |
| 43869                         | 1/13/2023                   | FRESNO OXYGEN           | \$ 1.26                     | FEES                         |
|                               |                             |                         | \$ 1.26                     | FEES                         |
|                               |                             |                         | \$ 1.26                     | FEES                         |

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS JANUARY 1, 2023- JANUARY 31, 2023**

| <u>Check<br/>Number</u> | <u>Check<br/>Date</u> | <u>Name</u>              | <u>Net<br/>Amount</u> | <u>Description</u>          |
|-------------------------|-----------------------|--------------------------|-----------------------|-----------------------------|
| 43869                   | 1/13/2023             | FRESNO OXYGEN            | \$ 97.13              | PW-SHOP                     |
| Check Total:            |                       |                          | \$ 100.91             |                             |
|                         |                       |                          |                       |                             |
| 43870                   | 1/13/2023             | GOODALL TRUCKING, INC.   | \$ 1,009.89           | BASE ROCK MATERIAL          |
|                         |                       |                          | \$ 685.64             | SAND MATERIAL               |
|                         |                       |                          | \$ 1,084.61           | BASE ROCK MATERIAL          |
| Check Total:            |                       |                          | \$ 2,780.14           |                             |
|                         |                       |                          |                       |                             |
| 43871                   | 1/13/2023             | HINDERLITER, deLLAMAS    | \$ 16.01              | AUDIT SERVICES SALES TAX    |
|                         |                       |                          |                       |                             |
| 43872                   | 1/13/2023             | KIMBALL-MIDWEST          | \$ 207.99             | WHEEL/WIRE                  |
|                         |                       |                          | \$ 75.53              | PW-CAP SCREW/METRICK NUT    |
| Check Total:            |                       |                          | \$ 283.52             |                             |
|                         |                       |                          |                       |                             |
| 43873                   | 1/13/2023             | KIRBYBUILT SALES         | \$ 6,838.39           | SUPERSAVER TABLE/PORTABLE   |
|                         |                       |                          |                       |                             |
| 43874                   | 1/13/2023             | LIEBERT CASSIDY WHITMC   | \$ 11,322.40          | NO:FI002-00003 SERVICES     |
|                         |                       |                          |                       |                             |
| 43875                   | 1/13/2023             | NOAH MARQUEZ             | \$ 216.00             | REIMBURSEMENT CANCELED      |
|                         |                       |                          |                       |                             |
| 43876                   | 1/13/2023             | MID-VALLEY DISPOSAL      | \$ 36,097.24          | SERVICES PERFORMED DEC2022  |
|                         |                       |                          |                       |                             |
| 43877                   | 1/13/2023             | MOORE TWINING ASSOCIA'   | \$ 3,950.00           | PROFESSIONAL SERVICES NOV22 |
|                         |                       |                          |                       |                             |
| 43878                   | 1/13/2023             | PACIFIC GAS & ELECTRIC   | \$ 32.98              | WATER PUMP 7355932090       |
|                         |                       |                          | \$ 68.65              | FIRE DEPT #3228327255-0     |
| Check Total:            |                       |                          | \$ 101.63             |                             |
|                         |                       |                          |                       |                             |
| 43879                   | 1/13/2023             | PITNEY BOWES #8000-9090- | \$ 520.99             | POSTAGE REFILL 12/14/22     |
|                         |                       |                          |                       |                             |
| 43880                   | 1/13/2023             | PSI EQUIPMENT SALES INC. | \$ 41.99              | GPI SWITCH                  |
|                         |                       |                          |                       |                             |
| 43881                   | 1/13/2023             | ROLFE CONSTRUCTION COI   | \$ 5,360.00           | FIREBAUGH-EMERGENCY REPAIR  |
|                         |                       |                          |                       |                             |
| 43882                   | 1/13/2023             | CLAUDIA SOLIS            | \$ 180.00             | FACEBOOK NOVEMBER 2022      |
|                         |                       |                          |                       |                             |
| 43883                   | 1/13/2023             | SPARKLETTS               | \$ 266.75             | CITY HALL/SENIOR CTR/PD/P   |
|                         |                       |                          |                       |                             |
| 43884                   | 1/13/2023             | STATE WATER RESOURCES    | \$ 60.00              | DRINKING WATER TRMT OPERATE |
|                         |                       |                          |                       |                             |
| 43885                   | 1/13/2023             | THE SALVATION ARMY       | \$ 1,765.54           | HOT MEAL/FOOD DISTRIBUTION  |
|                         |                       |                          | \$ 10,407.92          | HOT MEAL/FOOD DISTRIBUTION  |
| Check Total:            |                       |                          | \$ 12,173.46          |                             |

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS JANUARY 1, 2023- JANUARY 31, 2023**

| <u>Check</u><br><u>Number</u> | <u>Check</u><br><u>Date</u> | <u>Name</u>             | <u>Net</u><br><u>Amount</u> | <u>Description</u>        |
|-------------------------------|-----------------------------|-------------------------|-----------------------------|---------------------------|
| 43886                         | 1/13/2023                   | USA BLUEBOOK            | \$ 350.03                   | CHISEL W/ DRILL           |
|                               |                             |                         | \$ 35.58                    | BOOT SCRUBBER AND SCRAPER |
|                               |                             |                         | \$ 324.79                   | PRESSURE GAUGE/CUP SENSOR |
|                               |                             |                         | \$ 354.26                   | SEWER LAB ANALYSIS        |
|                               |                             |                         | \$ 2,680.14                 | CHLORINE SWIFTEST         |
|                               |                             |                         | \$ 616.81                   | PIPE SUPPORT STAND        |
|                               |                             | Check Total:            | \$ 4,361.61                 |                           |
| 43887                         | 1/13/2023                   | DATAPATH                | \$ 4,815.50                 | MONTHLY BILLING JANUARY 2 |
| 43888                         | 1/13/2023                   | VERIZON WIRELESS        | \$ 38.01                    | BRADY'S TABLET INTERNET   |
| 43889                         | 1/19/2023                   | WESTAMERICA BANK        | \$ 155.00                   | LUNCH CHINESE FOOD FOR SE |
| 43890                         | 1/27/2023                   | ADAMS ASHBY GROUP, LLC  | \$ 3,000.00                 | GENERAL ADMIN 20-CDBG-CV2 |
|                               |                             |                         | \$ 1,187.50                 | GENERAL ADMIN 20-CDBG-CV2 |
|                               |                             | Check Total:            | \$ 4,187.50                 |                           |
| 43891                         | 1/27/2023                   | AMAZON CAPITAL SERVICE  | \$ 25.90                    | CITY HALL PHONE CASE      |
|                               |                             |                         | \$ 749.88                   | CITY HALL FRONT DESK      |
|                               |                             |                         | \$ 49.66                    | 1099 NEC FORMS EMPLOYEES  |
|                               |                             | Check Total:            | \$ 825.44                   |                           |
| 43892                         | 1/27/2023                   | ARDENT GENERAL INC.     | \$ 197,762.29               | FIREBAUGH POLICE STATION  |
| 43893                         | 1/27/2023                   | CALIF WATER ENVIRONME   | \$ 297.00                   | COLLECTION SYSTEM MAINT.  |
| 43894                         | 1/27/2023                   | DONAGHY SALES, LLC.     | \$ 119.68                   | BEER PURCHASE             |
|                               |                             |                         | \$ 2.82                     | FINANCE CHARGE            |
|                               |                             | Check Total:            | \$ 122.50                   |                           |
| 43895                         | 1/27/2023                   | CITY OF FIREBAUGH       | \$ 114,681.88               | PAYROLL ENDING 01/20/2023 |
| 43896                         | 1/27/2023                   | OLGA FLORES             | \$ 149.75                   | CSMFO CONFERENCE MEAL     |
| 43897                         | 1/27/2023                   | FRESNO OXYGEN           | \$ 84.11                    | PW-SHOP                   |
| 43898                         | 1/27/2023                   | KRAZAN & ASSOCIATES, IN | \$ 2,005.00                 | FIREBAUGH POLICE STATION  |
| 43899                         | 1/27/2023                   | PIO MARTIN              | \$ 149.75                   | CSMFO ANNUAL CONFERENCE   |
| 43900                         | 1/27/2023                   | SHERRY MARSHALL         | \$ 150.00                   | WORK BOOT REIMBURSEMENT   |
| 43901                         | 1/27/2023                   | PACIFIC GAS & ELECTRIC  | \$ 1,438.38                 | TOMA TEK #6759522333-9    |



**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS JANUARY 1, 2023- JANUARY 31, 2023**

| <u>Check<br/>Number</u> | <u>Check<br/>Date</u> | <u>Name</u>             | <u>Net<br/>Amount</u> | <u>Description</u>          |
|-------------------------|-----------------------|-------------------------|-----------------------|-----------------------------|
| 43902                   | 1/27/2023             | CSG CONSULTANTS, INC.   | \$ 5,478.50           | HOUSE BLDG SERVICES OCT2022 |
|                         |                       |                         | \$ 4,987.50           | HOUSE BLDG SERVICES NOV22   |
|                         |                       |                         | \$ 6,391.00           | HOUSE BLDG SERVICES DEC22   |
|                         |                       |                         | <u>\$ 339.00</u>      | FIRE PLAN SERVICES NOV22    |
|                         |                       | Check Total:            | \$ 17,196.00          |                             |
| 43903                   | 1/27/2023             | SILVIA RENTERIA         | \$ 223.00             | NEW MAYORS/COUNCIL MEMBER   |
| 43904                   | 1/27/2023             | RSG, INC.               | \$ 1,612.50           | RSG2870-FY22-23 SUCCESSOR   |
|                         |                       |                         | <u>\$ 450.00</u>      | RSG2886- SB 341 REPORT FY   |
|                         |                       | Check Total:            | \$ 2,062.50           |                             |
| 43905                   | 1/27/2023             | SALEM ENGINEERING GROU  | \$ 900.00             | UTILITY & SURFACE ALLEY     |
| 43906                   | 1/27/2023             | CLAUDIA SOLIS           | \$ 390.00             | FACEBOOK DECEMBER 2022      |
| 43907                   | 1/27/2023             | SPARKLETTTS             | \$ 256.77             | CITY HALL/SENIOR CTR/POLI   |
| 43908                   | 1/27/2023             | VSS INTERNATIONAL, INC. | \$ 500.00             | WATER METER RENTAL DEPOSIT  |
| 43909                   | 1/27/2023             | AGRI-VALLEY IRRIGATION  | \$ 15.71              | PIPE PVC                    |
|                         |                       |                         | \$ 68.83              | PIPE PVC                    |
|                         |                       |                         | <u>\$ 27.82</u>       | HAND SAW/ELBOW/BALL VALVE   |
|                         |                       | Check Total:            | \$ 112.36             |                             |
| 43910                   | 1/27/2023             | AUTOZONE COMMERCIAL (   | \$ 43.81              | MOTOR OIL                   |
|                         |                       |                         | \$ 26.98              | WIPER ARM                   |
|                         |                       |                         | \$ 124.16             | DURALAST BATTERY            |
|                         |                       |                         | \$ 40.03              | OIL FILTER                  |
|                         |                       |                         | \$ 2.80               | BULB                        |
|                         |                       |                         | \$ 43.17              | WIPER BLADE                 |
|                         |                       |                         | \$ 7.98               | BULBS                       |
|                         |                       |                         | \$ 63.55              | MOTOR OIL                   |
|                         |                       |                         | \$ 158.98             | BATTERY                     |
|                         |                       |                         | \$ 173.09             | OIL FILTER                  |
|                         |                       |                         | \$ 21.69              | GASKET                      |
|                         |                       |                         | \$ 34.65              | GASKET                      |
|                         |                       |                         | \$ (21.69)            | GASKET RETURN               |
|                         |                       |                         | \$ 51.12              | SPARK PLUG                  |
|                         |                       |                         | \$ 45.98              | STEER WHEEL                 |
|                         |                       |                         | \$ 7.97               | BULB                        |
|                         |                       |                         | <u>\$ 5.17</u>        | CABLE LUGS                  |
|                         |                       | Check Total:            | \$ 829.44             |                             |

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS JANUARY 1, 2023- JANUARY 31, 2023**

| <u>Check<br/>Number</u> | <u>Check<br/>Date</u> | <u>Name</u>              | <u>Net<br/>Amount</u> | <u>Description</u>          |
|-------------------------|-----------------------|--------------------------|-----------------------|-----------------------------|
| 43911                   | 1/27/2023             | BSK & ASSOCIATES, INC.   | \$ 214.00             | LAB ANALYSIS                |
|                         |                       |                          | \$ 494.50             | LAB ANALYSIS                |
|                         |                       |                          | \$ 214.00             | LAB ANALYSIS                |
|                         |                       |                          | \$ 226.75             | LAB ANALYSIS                |
|                         |                       |                          | \$ 86.50              | LAB ANALYSIS                |
|                         |                       |                          | \$ 443.50             | LAB ANALYSIS                |
|                         |                       |                          | \$ 154.50             | LAB ANALYSIS                |
|                         |                       |                          | \$ 124.75             | LAB ANALYSIS                |
|                         |                       |                          | \$ 243.75             | LAB ANALYSIS                |
|                         |                       |                          | \$ 35.50              | LAB ANALYSIS                |
|                         |                       |                          | \$ 214.00             | LAB ANALYSIS                |
|                         |                       |                          | \$ 82.25              | LAB ANALYSIS                |
|                         |                       |                          | \$ 226.78             | LAB ANALYSIS                |
|                         |                       |                          | \$ 741.00             | LAB ANALYSIS                |
|                         |                       |                          | \$ 299.00             | LAB ANALYSIS                |
|                         |                       |                          | \$ 124.75             | LAB ANALYSIS                |
|                         |                       |                          | \$ 190.62             | LAB ANALYSIS                |
|                         |                       |                          | \$ 214.00             | LAB ANALYSIS                |
|                         |                       |                          | <u>\$ 741.00</u>      | LAB ANALYSIS                |
|                         |                       | Check Total:             | \$ 5,071.15           |                             |
| 43912                   | 1/27/2023             | COLLINS & SCHOETTLER     | \$ 1,496.25           | CITY PLANNING DECEMBER 2022 |
| 43913                   | 1/27/2023             | DISH                     | \$ 89.36              | SENIOR CENTER CABLE         |
| 43914                   | 1/27/2023             | FIREBAUGH HARDWARE CO    | \$ 46.42              | DOG FOOD                    |
| 43915                   | 1/27/2023             | GOODALL TRUCKING, INC.   | \$ 675.71             | SAND MATERIAL               |
| 43916                   | 1/27/2023             | GUTHRIE PETROLEUM, INC   | \$ 1,340.12           | BULK UNLEADED GASOLINE      |
|                         |                       |                          | \$ 1,529.72           | BULK UNLEADED GASOLINE      |
|                         |                       |                          | \$ 1,228.90           | BULK UNLEADED GASOLINE      |
|                         |                       |                          | <u>\$ 1,228.44</u>    | BULK UNLEADED GASOLINE      |
|                         |                       | Check Total:             | \$ 5,327.18           |                             |
| 43917                   | 1/27/2023             | LIEBERT CASSIDY WHITMC   | \$ 4,789.20           | NO:FI002-0003 SERVICES      |
| 43918                   | 1/27/2023             | MANUELS TIRE SERVICE, IN | \$ 269.24             | NEW TIRE                    |
| 43919                   | 1/27/2023             | PACIFIC GAS & ELECTRIC   | \$ 8.73               | NEW FIRE DEPT #3247232548   |
| 43920                   | 1/27/2023             | SALEM ENGINEERING GROU   | \$ 570.00             | FIREBAUGH CDBG WATERLINE    |

| <u>Check</u><br><u>Number</u> | <u>Check</u><br><u>Date</u> | <u>Name</u>             | <u>Net</u><br><u>Amount</u> | <u>Description</u>            |
|-------------------------------|-----------------------------|-------------------------|-----------------------------|-------------------------------|
| 43921                         | 1/27/2023                   | UNIFIRST CORPORATION    | \$ 240.53                   | SHOP                          |
|                               |                             |                         | \$ 23.83                    | COMMUNITY CTR                 |
|                               |                             |                         | \$ 19.43                    | CITY HALL                     |
|                               |                             |                         | \$ 37.01                    | SENIOR CTR                    |
|                               |                             |                         | \$ 116.57                   | SHOP                          |
|                               |                             |                         | \$ 23.83                    | COMMUNITY CTR                 |
|                               |                             |                         | \$ 19.43                    | CITY HALL                     |
|                               |                             |                         | \$ 41.03                    | SENIOR CTR                    |
|                               |                             |                         | \$ 246.14                   | SHOP                          |
|                               |                             |                         | \$ 23.83                    | COMMUNITY CTR                 |
|                               |                             |                         | \$ 19.43                    | CITY HALL                     |
|                               |                             |                         | \$ 41.03                    | SENIOR CTR                    |
|                               |                             |                         | \$ 116.57                   | SHOP                          |
|                               |                             |                         | \$ 23.83                    | COMMUNITY CTR                 |
|                               |                             |                         | \$ 19.43                    | CITY HALL                     |
|                               |                             |                         | \$ 41.03                    | SENIOR CTR                    |
|                               |                             |                         | \$ 116.57                   | SHOP                          |
|                               |                             |                         | \$ 23.83                    | COMMUNITY CTR                 |
|                               |                             |                         | \$ 19.43                    | CITY HALL                     |
|                               |                             |                         | \$ 41.03                    | SENIOR CTR                    |
|                               |                             |                         | \$ 116.57                   | SHOP                          |
|                               |                             |                         | \$ 23.83                    | COMMUNITY CTR                 |
|                               |                             |                         | \$ 19.43                    | CITY HALL                     |
|                               |                             |                         | \$ 41.03                    | SENIOR CTR                    |
|                               |                             | Check Total:            | \$ 1,253.81                 |                               |
| 43922                         | 1/31/2023                   | ACE TROPHY SHOP         | \$ 215.95                   | ELECTRICAL XMAS PARADE        |
| 43923                         | 1/31/2023                   | ADAMS ASHBY GROUP, LLC  | \$ 4,500.00                 | GENERAL ADMIN AND LABOR       |
| 43924                         | 1/31/2023                   | AT&T                    | \$ 63.50                    | FIRE DEPT INTERNET            |
| 43925                         | 1/31/2023                   | CORELOGIC SOLUTIONS, LI | \$ 225.10                   | REALQUEST DECEMBER 2022       |
| 43926                         | 1/31/2023                   | FIREBAUGH AUTO REPAIR   | \$ 225.00                   | PD BSATTERY                   |
| 43927                         | 1/31/2023                   | FIRST BANKCARD          | \$ 21.02                    | BEN-FEES                      |
|                               |                             |                         | \$ 69.32                    | COSTCO-DOG FOOD               |
|                               |                             |                         | \$ 179.97                   | WALMART-DOG FOOD              |
|                               |                             |                         | \$ 7.99                     | FD-APPLE APP                  |
|                               |                             |                         | \$ 11.49                    | FD-APPLE APP                  |
|                               |                             |                         | \$ 1,127.91                 | FD-NEW FIRESTATION BLINDS     |
|                               |                             |                         | \$ 74.06                    | FD-CITY PUMP DOWN GAS         |
|                               |                             |                         | \$ 7.76                     | PD-FEES                       |
|                               |                             |                         | \$ 130.38                   | PD-PHOTOAFFECTIONS            |
|                               |                             |                         | \$ 40.00                    | PD-STARBUCKS TRAINING SFS     |
|                               |                             |                         | \$ 40.00                    | PD-STARBUCKS SFST TRAINING    |
|                               |                             |                         | \$ 1.99                     | PD-LATINO MARKET              |
|                               |                             |                         | \$ 31.98                    | PD-KRISPY KREME SFST TRAINING |

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS JANUARY 1, 2023- JANUARY 31, 2023**

| <u>Check</u><br><u>Number</u> | <u>Check</u><br><u>Date</u> | <u>Name</u>              | <u>Net</u><br><u>Amount</u> | <u>Description</u>            |
|-------------------------------|-----------------------------|--------------------------|-----------------------------|-------------------------------|
| 43927                         | 1/31/2023                   | FIRST BANKCARD           | \$ 16.67                    | PD-PEOPLEFACTS                |
|                               |                             |                          | \$ 51.64                    | PD-BLUEFLAME LUNCH MEETING    |
|                               |                             |                          | \$ 76.09                    | PD-BLUE FLAME LUNCH MEETING   |
|                               |                             |                          | \$ 6.04                     | PIO-FEES                      |
|                               |                             |                          | \$ 43.19                    | PIO-FAMILY DOLLAR             |
|                               |                             |                          | \$ 5.00                     | PIO-DYN.COM                   |
|                               |                             |                          | \$ 162.00                   | PIO-CISCO N.SANCHEZ CERT.     |
|                               |                             | Check Total:             | \$ 2,104.50                 |                               |
|                               |                             |                          |                             |                               |
| 43928                         | 1/31/2023                   | GOUVEIA ENGINEERING, IN  | \$ 315.00                   | 720.27 SITE REVIEW 2020-0     |
|                               |                             |                          | \$ 195.56                   | 725.01 PUBLIC WORKS GENERAL   |
|                               |                             |                          | \$ 5,932.50                 | 725.08 5YEAR CIP              |
|                               |                             |                          | \$ 14,185.53                | 725.13 UTILITY N& SURFACE     |
|                               |                             |                          | \$ 2,795.63                 | 730.02-22 SSMP UPDATE 2022    |
|                               |                             |                          | \$ 22,931.88                | 730.09SRF WWTP DESIGN         |
|                               |                             |                          | \$ 9,698.07                 | 740.13C CDBG WATERLINE REPAIR |
|                               |                             |                          | \$ 1,023.75                 | 745.02D HWY33 BEAUTIFICATION  |
|                               |                             |                          | \$ 1,395.76                 | 745.28D CML-5224(026) ALL     |
|                               |                             |                          | \$ 11,821.32                | 745.29D CML-5224(027)N J      |
|                               |                             |                          | \$ 2,257.38                 | 745.35D STPL-5224(028)12T     |
|                               |                             |                          | \$ 5,760.56                 | 745.36D 22/23 CONCRETE IM     |
|                               |                             |                          | \$ 653.63                   | 745.37C 22/23 SLURRY SEAL     |
|                               |                             |                          | \$ 2,335.13                 | 755.04 DUNKLE PARK PLAYGRND   |
|                               |                             |                          | \$ 708.75                   | 760.01 AIRPORT GENERAL        |
|                               |                             |                          | \$ 522.38                   | 785.31 9974 N DOS PALOS 5     |
|                               |                             | Check Total:             | \$ 82,532.83                |                               |
|                               |                             |                          |                             |                               |
| 43929                         | 1/31/2023                   | INTERGRATED DESIGNS BY   | \$ 2,785.00                 | FIREBAUGH POLICE STATION      |
|                               |                             |                          |                             |                               |
| 43930                         | 1/31/2023                   | LOZANO SMITH ATTORNEY    | \$ 4,229.00                 | GENERAL LEGAL MATTER DEC22    |
|                               |                             |                          | \$ 2,407.80                 | LEGAL SERVICES DECEMBER 22    |
|                               |                             |                          | \$ 80.00                    | PERSONNEL MATERS DECEMBER     |
|                               |                             |                          | \$ 353.25                   | COMPLAINT REVERSE VALIDATE    |
|                               |                             | Check Total:             | \$ 7,070.05                 |                               |
|                               |                             |                          |                             |                               |
| 43931                         | 1/31/2023                   | MID-VALLEY DISPOSAL      | \$ 85.00                    | WATER TREATMENT PLANT         |
|                               |                             |                          | \$ 96.08                    | 1325 O STREET                 |
|                               |                             |                          | \$ 469.50                   | 8000 HELM CANAL RD            |
|                               |                             | Check Total:             | \$ 650.58                   |                               |
|                               |                             |                          |                             |                               |
| 43932                         | 1/31/2023                   | U.S. BANK EQUIPMENT FIN. | \$ 443.03                   | RNT/LEASE EQUIP 12/20-01      |





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TO: Felipe Perez and Council Members  
FROM: Mario Gouveia, City Engineer  
DATE: February 06, 2023  
SUBJECT: Resolution No. 23-01

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**RECOMMENDATION:**

Council by motion adopt Resolution No. 23-01 – Accepting the low bid from Emmett Valley Construction, Inc. for the J Street and 10<sup>th</sup> Street Improvements, Federal-Aid Project No. CML-5224(027) and authorize the City Manager to execute the Agreement.

**BACKGROUND:**

In November 2019 the City of Firebaugh “City” applied for and received a Congestion Mitigation & Air Quality (CMAQ) Grant through Fresno Council of Governments to pave the unpaved portion of J Street and 10<sup>th</sup> Street.

The J Street and 10<sup>th</sup> Street Improvements project consists of paving the unpaved portion of J Street and 10<sup>th</sup> Street. Project improvements consist of constructing a paved roadway surface, constructing minor concrete improvements, storm drain improvements, and waterline improvements on J Street and 10<sup>th</sup> Street in the City of Firebaugh.

Following a public bidding process, the project was advertised on December 28, 2022, January 4, 2023, and January 11, 2023. The City received a total of fourteen (14) bids that were opened and read aloud at 2:00 p.m. on January 19, 2023, at the City of Firebaugh City Hall, this being the advertised bid opening date and time. The lowest responsible, responsive bid was submitted by Emmett Valley Construction, Inc. The bid results were as listed:

|   |               |
|---|---------------|
| Emmett Valley Construction, Inc.              | \$ 409,204.00 |
| United Pavement Maintenance, Inc.             | \$ 447,501.00 |
| Central Valley Asphalt                        | \$ 467,385.00 |
| Terra West Construction, Inc.                 | \$ 469,970.00 |
| Tosted Asphalt                                | \$ 476,007.66 |
| Emmett’s Excavation, Inc.                     | \$ 485,037.00 |
| RJ Berry Jr., Inc.                            | \$ 488,150.00 |
| Consolidated Engineering, Inc.                | \$ 492,013.00 |
| American Paving Company                       | \$ 498,457.00 |
| Bush Engineering, Inc.                        | \$ 504,948.00 |
| Hensley’s Grading & General Engineering, Inc. | \$ 509,896.00 |
| Mc Elvany, Inc.                               | \$ 510,062.69 |
| Kroeker, Inc.                                 | \$ 519,252.00 |
| Witbro Inc. dba Seal Rite Paving & Grading    | \$ 706.862.00 |
| Engineer’s Estimate                           | \$ 575,525.00 |

It is recommended that a Contract be awarded to Emmett Valley Construction, Inc. in the amount of four hundred nine thousand two hundred four dollars and zero cents (\$409,204.00).

**FISCAL IMPACT:**

Construction of the J Street and 10<sup>th</sup> Street Improvements, Federal-Aid Project No. CML-5224(027) will be funded using a combination of Federal Congestion Mitigation Air Quality (CMAQ) funds and Toll Credits.

**ATTACHMENTS:**

1. Resolution No. 23-01
2. Abstract of Bids

**RESOLUTION NO. 23-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING BID AND  
AWARDING CONTRACT TO EMMETT VALLEY CONSTRUCTION, INC. FOR THE J STREET AND  
10<sup>TH</sup> STREET IMPROVEMENTS, FEDERAL-AID PROJECT NO. CML-5224(027) AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City of Firebaugh received a CMAQ Grant to pave the unpaved portion of J Street and 10<sup>th</sup> Street; and

**WHEREAS**, the Invitation to Bid for the J Street and 10<sup>th</sup> Street Improvements, Federal-Aid Project No. CML-5224(027) was advertised in the Firebaugh-Mendota Journal on December 28, 2022; and

**WHEREAS**, a total of fourteen (14) bids were opened and read aloud at 2:00 p.m. on January 19, 2023, at the City of Firebaugh City Hall, this being the advertised bid opening date and time. The bid results were as listed:

|   |    |            |
|---|----|------------|
| Emmett Valley Construction, Inc.              | \$ | 409,204.00 |
| United Pavement Maintenance, Inc.             | \$ | 447,501.00 |
| Central Valley Asphalt                        | \$ | 467,385.00 |
| Terra West Construction, Inc.                 | \$ | 469,970.00 |
| Tosted Asphalt                                | \$ | 476,007.66 |
| Emmett's Excavation, Inc.                     | \$ | 485,037.00 |
| RJ Berry Jr., Inc.                            | \$ | 488,150.00 |
| Consolidated Engineering, Inc.                | \$ | 492,013.00 |
| American Paving Company                       | \$ | 498,457.00 |
| Bush Engineering, Inc.                        | \$ | 504,948.00 |
| Hensley's Grading & General Engineering, Inc. | \$ | 509,896.00 |
| Mc Elvany, Inc.                               | \$ | 510,062.69 |
| Kroeker, Inc.                                 | \$ | 519,252.00 |
| Witbro Inc. dba Seal Rite Paving & Grading    | \$ | 706,862.00 |
| Engineer's Estimate                           | \$ | 575,525.00 |

**WHEREAS**, the bids have been reviewed and Emmett Valley Construction, Inc. submitted the lowest responsive and responsible bid; and

**NOW THEREFORE**, by the City Council of the City of Firebaugh, County of Fresno, California, resolves as follows:

1. Adopts a Resolution to award a contract to Emmett Valley Construction, Inc. for four hundred nine thousand two hundred four dollars and zero cents (\$409,204.00).
2. Authorize the City Manager to sign the Agreement with Emmett Valley Construction, Inc. on behalf of the City of Firebaugh.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 6th day of February 2023, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Felipe Perez, Mayor

\_\_\_\_\_  
Rita Lozano, Deputy City Clerk

**ATTEST:**

I, hereby certify that the forgoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Firebaugh this 6th day of February 2023.

\_\_\_\_\_  
Rita Lozano, Deputy City Clerk of the City of Firebaugh

**ABSTRACT OF BIDS FOR  
CITY OF FIREBAUGH  
J Street and 10th Street Improvements Federal-Aid Project No. CML-5224(027)  
Bid Opening: January 19, 2023 at 2:00 p.m.**

|  |  |                      | <i>Engineer's Estimate</i> |                     | Emmett Valley Construction<br>9662 W. Kearney Blvd.<br>Fresno, CA 93706 |                     | United Pavement<br>Maintenance, Inc.<br>PO Box 1017<br>Hughson, CA 95326 |                     | Central Valley Asphalt<br>23494 Road 196<br>Lindsay, CA 93247 |                     | Terra West Construction,<br>Inc.<br>1030 Gettysburg Ave. Ste. 107<br>Clovis, CA 93612 |                     | Tosted Asphalt<br>36024 Kensington Dr.<br>Madera, CA 93636 |                       |
|--|--|----------------------|----------------------------|---------------------|---|---------------------|--|---------------------|---|---------------------|---|---------------------|--|-----------------------|
| Item<br>No.                                      | Item Description                         | Quantity<br>and Unit | Unit Price                 | Amount              | Unit Price  | Amount              | Unit Price   | Amount              | Unit Price  | Amount              | Unit Price  | Amount              | Unit Price   | Amount                |
| 1  | Mobilization                             | 1 LS                 | 15,000.00                  | 15,000.00           | 15,000.00   | 15,000.00           | 5,000.00   | 5,000.00            | 15,000.00   | 15,000.00           | 15,000.00   | 15,000.00           | 15,000.00  | 15,000.00             |
| 2  | Traffic Control                          | 1 LS                 | 5,000.00                   | 5,000.00            | 5,000.00  | 5,000.00            | 5,000.00   | 5,000.00            | 5,000.00  | 5,000.00            | 5,000.00  | 5,000.00            | 5,000.00   | 5,000.00              |
| 3  | Furnish and Install 8" Storm Drain Line  | 81 LF                | 250.00                     | 20,250.00           | 128.00  | 10,368.00           | 165.00   | 13,365.00           | 118.00  | 9,558.00            | 118.00  | 9,558.00            | 432.10   | * 35,000.10           |
| 4  | Furnish and Install 12" Storm Drain Line | 65 LF                | 280.00                     | 18,200.00           | 180.00  | 11,700.00           | 195.00   | 12,675.00           | 167.00  | 10,855.00           | 167.00  | 10,855.00           | 384.62   | * 25,000.30           |
| 5  | Construct Catch Basin                    | 4 EA                 | 7,500.00                   | 30,000.00           | 7,500.00  | 30,000.00           | 8,225.00   | 32,900.00           | 9,500.00  | 38,000.00           | 7,000.00  | 28,000.00           | 2,500.00   | 10,000.00             |
| 6  | Construct Storm Drain Manhole            | 2 EA                 | 10,000.00                  | 20,000.00           | 9,800.00  | 19,600.00           | 7,000.00   | 14,000.00           | 11,500.00   | 23,000.00           | 9,000.00  | 18,000.00           | 2,500.00   | 5,000.00              |
| 7  | Construct Curb and Gutter                | 433 LF               | 120.00                     | 51,960.00           | 52.00   | 22,516.00           | 85.00  | 36,805.00           | 60.00   | 25,980.00           | 64.00   | 27,712.00           | 92.38  | * 40,000.54           |
| 8  | Construct Commercial Driveway            | 1 EA                 | 5,000.00                   | 5,000.00            | 4,900.00  | 4,900.00            | 7,295.00   | 7,295.00            | 5,260.00  | 5,260.00            | 4,300.00  | 4,300.00            | 7,500.00   | 7,500.00              |
| 9  | Roadway Demo, Earthwork and Grading      | 1 LS                 | 75,000.00                  | 75,000.00           | 36,600.00   | 36,600.00           | 36,800.00  | 36,800.00           | 92,650.00   | 92,650.00           | 80,300.00   | 80,300.00           | 37,500.00  | 37,500.00             |
| 10   | Furnish and Place Aggregate Base         | 2,407 TN             | 65.00                      | 156,455.00          | 40.00   | 96,280.00           | 42.00  | 101,094.00          | 41.00   | 98,687.00           | 45.00   | 108,315.00          | 46.74  | * 112,503.18          |
| 11   | Furnish and Place Asphalt Concrete       | 1,069 TN             | 140.00                     | 149,660.00          | 110.00  | 117,590.00          | 143.00   | 152,867.00          | 105.00  | 112,245.00          | 120.00  | 128,280.00          | 142.66   | * 152,503.54          |
| 12   | Adjust Manhole Cover to Grade            | 3 EA                 | 1,400.00                   | 4,200.00            | 2,000.00  | 6,000.00            | 1,500.00   | 4,500.00            | 600.00  | 1,800.00            | 1,300.00  | 3,900.00            | 1,166.67   | * 3,500.01            |
| 13   | Adjust Valve Box Cover to Grade          | 2 EA                 | 900.00                     | 1,800.00            | 1,500.00  | 3,000.00            | 1,000.00   | 2,000.00            | 400.00  | 800.00              | 1,100.00  | 2,200.00            | 1,250.00   | 2,500.00              |
| <b>CML-5224(027) Subtotal</b>                    |  |                      |                            | <b>552,525.00</b>   |   | <b>378,554.00</b>   |  | <b>424,301.00</b>   |   | <b>438,835.00</b>   |   | <b>441,420.00</b>   |  | <b>* 451,007.67</b>   |
| <b>Non-Participating Items</b>                   |  |                      |                            |                     |   |                     |  |                     |   |                     |   |                     |  |                       |
| 14   | Furnish and Install 6" Waterline         | 50 LF                | 250.00                     | 12,500.00           | 445.00  | 22,250.00           | 224.00   | 11,200.00           | 415.00  | 20,750.00           | 415.00  | 20,750.00           | 300.00   | 15,000.00             |
| 15   | Furnish and Install 6" Water Valve       | 3 EA                 | 3,500.00                   | 10,500.00           | 2,800.00  | 8,400.00            | 4,000.00   | 12,000.00           | 2,600.00  | 7,800.00            | 2,600.00  | 7,800.00            | 3,333.33   | * 9,999.99            |
| <b>CML-5224(027) Subtotal plus Non BID TOTAL</b> |  |                      |                            | <b>\$575,525.00</b> |   | <b>\$409,204.00</b> |  | <b>\$447,501.00</b> |   | <b>\$467,385.00</b> |   | <b>\$469,970.00</b> |  | <b>* \$476,007.66</b> |

**Subcontractors Listed:** Fresno Concrete Const. Inc. None  
Haydon Construction Inc.

Fresno Concrete Const. Inc. Fresno Concrete Const. Inc. Henson Gen. Eng., Inc.  
Haydon Construction Inc. Haydon Construction Inc. D.A.V.E. Trucking  
KRC Safety Co., Inc.  
Pavement Recycling Sys. Inc.

**\*Corrected Totals**

\*

**ABSTRACT OF BIDS FOR  
CITY OF FIREBAUGH  
J Street and 10th Street Improvements Federal-Aid Project No. CML-5224(027)  
Bid Opening: January 19, 2023 at 2:00 p.m.**

|   |  |                   | Emmett's Excavation<br>1477 Menlo Avenue<br>Clovis, CA 93614 |            | RJ Berry Jr., Inc.<br>4040 High Street Ste. B<br>Selma, CA 93662 |            | Consolidated Engineering, Inc.<br>5860 Amos Lane<br>Valley Springs, CA 95252 |            | American Paving Company<br>PO Box 27587<br>Fresno, CA 93744 |            | Bush Engineering, Inc.<br>5828 E. Harvard Avenue<br>Fresno, CA 93727 |            | Hensley's Grading & General<br>Engineering, Inc.<br>PO Box 449<br>Hickman, CA 95323 |            |
|---|--|-------------------|--|------------|--|------------|--|------------|---|------------|--|------------|---|------------|
| Item No.                                  | Item Description                         | Quantity and Unit | Unit Price   | Amount     | Unit Price   | Amount     | Unit Price   | Amount     | Unit Price  | Amount     | Unit Price   | Amount     | Unit Price  | Amount     |
| 1   | Mobilization                             | 1 LS              | 15,000.00  | 15,000.00  | 15,000.00  | 15,000.00  | 15,000.00  | 15,000.00  | 15,000.00   | 15,000.00  | 15,000.00  | 15,000.00  | 13,963.92   | 13,963.92  |
| 2   | Traffic Control                          | 1 LS              | 5,000.00   | 5,000.00   | 5,000.00   | 5,000.00   | 5,000.00   | 5,000.00   | 5,000.00  | 5,000.00   | 5,000.00   | 5,000.00   | 3,617.00  | 3,617.00   |
| 3   | Furnish and Install 8" Storm Drain Line  | 81 LF             | 95.00  | 7,695.00   | 125.00   | 10,125.00  | 115.00   | 9,315.00   | 118.00  | 9,558.00   | 199.00   | 16,119.00  | 111.00  | 8,991.00   |
| 4   | Furnish and Install 12" Storm Drain Line | 65 LF             | 140.00   | 9,100.00   | 175.00   | 11,375.00  | 169.00   | 10,985.00  | 167.00  | 10,855.00  | 268.00   | 17,420.00  | 166.32  | 10,810.80  |
| 5   | Construct Catch Basin                    | 4 EA              | 9,900.00   | 39,600.00  | 8,000.00   | 32,000.00  | 3,900.00   | 15,600.00  | 7,000.00  | 28,000.00  | 7,910.00   | 31,640.00  | 5,963.63  | 23,854.52  |
| 6   | Construct Storm Drain Manhole            | 2 EA              | 9,900.00   | 19,800.00  | 10,000.00  | 20,000.00  | 10,600.00  | 21,200.00  | 9,000.00  | 18,000.00  | 10,520.00  | 21,040.00  | 8,196.00  | 16,392.00  |
| 7   | Construct Curb and Gutter                | 433 LF            | 79.00  | 34,207.00  | 50.00  | 21,650.00  | 101.00   | 43,733.00  | 77.00   | 33,341.00  | 80.00  | 34,640.00  | 67.94   | 29,418.02  |
| 8   | Construct Commercial Driveway            | 1 EA              | 5,000.00   | 5,000.00   | 4,000.00   | 4,000.00   | 14,000.00  | 14,000.00  | 6,500.00  | 6,500.00   | 16,174.00  | 16,174.00  | 3,163.74  | 3,163.74   |
| 9   | Roadway Demo, Earthwork and Grading      | 1 LS              | 57,500.00  | 57,500.00  | 101,000.00   | 101,000.00 | 62,800.00  | 62,800.00  | 117,300.00  | 117,300.00 | 62,280.00  | 62,280.00  | 93,758.00   | 93,758.00  |
| 10  | Furnish and Place Aggregate Base         | 2,407 TN          | 48.00  | 115,536.00 | 45.00  | 108,315.00 | 49.00  | 117,943.00 | 39.00   | 93,873.00  | 44.00  | 105,908.00 | 50.00   | 120,350.00 |
| 11  | Furnish and Place Asphalt Concrete       | 1,069 TN          | 121.00   | 129,349.00 | 115.00   | 122,935.00 | 123.00   | 131,487.00 | 120.00  | 128,280.00 | 120.00   | 128,280.00 | 126.00  | 134,694.00 |
| 12  | Adjust Manhole Cover to Grade            | 3 EA              | 1,700.00   | 5,100.00   | 1,500.00   | 4,500.00   | 1,700.00   | 5,100.00   | 1,000.00  | 3,000.00   | 1,924.00   | 5,772.00   | 1,700.00  | 5,100.00   |
| 13  | Adjust Valve Box Cover to Grade          | 2 EA              | 1,200.00   | 2,400.00   | 1,000.00   | 2,000.00   | 1,700.00   | 3,400.00   | 600.00  | 1,200.00   | 1,760.00   | 3,520.00   | 1,700.00  | 3,400.00   |
| CML-5224(027) Subtotal                    |  |                   |  | 445,287.00 |  | 457,900.00 |  | 455,563.00 |   | 469,907.00 |  | 462,793.00 |   | 467,513.00 |
| Non-Participating Items                   |  |                   |  |            |  |            |  |            |   |            |  |            |   |            |
| 14  | Furnish and Install 6" Waterline         | 50 LF             | 621.00   | 31,050.00  | 425.00   | 21,250.00  | 405.00   | 20,250.00  | 415.00  | 20,750.00  | 559.00   | 27,950.00  | 627.94  | 31,397.00  |
| 15  | Furnish and Install 6" Water Valve       | 3 EA              | 2,900.00   | 8,700.00   | 3,000.00   | 9,000.00   | 5,400.00   | 16,200.00  | 2,600.00  | 7,800.00   | 4,735.00   | 14,205.00  | 3,662.00  | 10,986.00  |
| CML-5224(027) Subtotal plus Non BID TOTAL |  |                   |  | 485,037.00 |  | 488,150.00 |  | 492,013.00 |   | 498,457.00 |  | 504,948.00 |   | 509,896.00 |

**Subcontractors Listed:** Fresno Concrete Const. Inc. Fresno Concrete Const. Inc. Romo Concrete  
ABSL Construction  
Clay Miranda Trucking, Inc.  
Haydon Construction Inc.

ABSL Construction Fresno Concrete Const. Inc. ABSL Construction  
KRC Safety Co., Inc. Haydon Construction Inc. TBS Contractors  
Haydon Construction Inc.

**ABSTRACT OF BIDS FOR  
CITY OF FIREBAUGH  
Street Improvements Federal-Aid Project No. CML-5224(027)  
Bid Opening: January 19, 2023 at 2:00 p.m.**

|   |  |                   | McElvany, Inc.<br>13343 Johnson Road<br>Los Banos, CA 93635 |                | Kroeker, Inc.<br>4627 S. Chestnut Avenue<br>Fresno, CA 93725 |              | Witbro Inc., Seal Rite Paving & Grading<br>4237 W. Swift Avenue<br>Fresno, CA 93722 |                |
|---|--|-------------------|---|----------------|--|--------------|---|----------------|
| Item No.                                  | Item Description                         | Quantity and Unit | Unit Price  | Amount         | Unit Price   | Amount       | Unit Price  | Amount         |
| 1   | Mobilization                             | 1 LS              | 15,000.00   | 15,000.00      | 15,000.00  | 15,000.00    | 15,000.00   | 15,000.00      |
| 2   | Traffic Control                          | 1 LS              | 5,000.00  | 5,000.00       | 5,000.00   | 5,000.00     | 5,000.00  | 5,000.00       |
| 3   | Furnish and Install 8" Storm Drain Line  | 81 LF             | 115.00  | 9,315.00       | 277.00   | 22,437.00    | 150.00  | 12,150.00      |
| 4   | Furnish and Install 12" Storm Drain Line | 65 LF             | 115.00  | 7,475.00       | 295.00   | 19,175.00    | 184.00  | 11,960.00      |
| 5   | Construct Catch Basin                    | 4 EA              | 5,750.00  | 23,000.00      | 7,370.00   | 29,480.00    | 15,632.00   | 62,528.00      |
| 6   | Construct Storm Drain Manhole            | 2 EA              | 6,900.00  | 13,800.00      | 7,150.00   | 14,300.00    | 12,000.00   | 24,000.00      |
| 7   | Construct Curb and Gutter                | 433 LF            | 80.50   | 34,856.50      | 47.00  | 20,351.00    | 56.00   | 24,248.00      |
| 8   | Construct Commercial Driveway            | 1 EA              | 3,450.00  | 3,450.00       | 12,709.00  | 12,709.00    | 65,000.00   | 65,000.00      |
| 9   | Roadway Demo, Earthwork and Grading      | 1 LS              | 73,097.19   | 73,097.19      | 112,000.00   | 112,000.00   | 169,561.00  | 169,561.00     |
| 10  | Furnish and Place Aggregate Base         | 2,407 TN          | 52.90   | 127,330.30     | 40.00  | 96,280.00    | 47.69   | 114,789.83     |
| 11  | Furnish and Place Asphalt Concrete       | 1,069 TN          | 163.30  | 174,567.70     | 130.00   | 138,970.00   | 146.18  | 156,266.42     |
| 12  | Adjust Manhole Cover to Grade            | 3 EA              | 920.00  | 2,760.00       | 1,500.00   | 4,500.00     | 1,303.57  | 3,910.71       |
| 13  | Adjust Valve Box Cover to Grade          | 2 EA              | 862.50  | 1,725.00       | 750.00   | 1,500.00     | 1,224.02  | 2,448.04       |
| CML-5224(027) Subtotal                    |  |                   |   | 491,376.69     |  | 491,702.00   |   | * 666,862.00   |
| Non-Participating Items                   |  |                   |   |                |  |              |   |                |
| 14  | Furnish and Install 6" Waterline         | 50 LF             | 115.00  | 5,750.00       | 320.00   | 16,000.00    | 500.00  | 25,000.00      |
| 15  | Furnish and Install 6" Water Valve       | 3 EA              | 4,312.00  | 12,936.00      | 3,850.00   | 11,550.00    | 5,000.00  | 15,000.00      |
| CML-5224(027) Subtotal plus Non BID TOTAL |  |                   |   | * \$510,062.69 |  | \$519,252.00 |   | * \$706,862.00 |

|                               |      |   |                 |
|-------------------------------|------|---|-----------------|
| <b>Subcontractors Listed:</b> | None | Redstone Construction<br>Pavement Recycling | Madera Concrete |
|-------------------------------|------|---|-----------------|

**\*Corrected Totals**





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TO: Felipe Perez and Council Members  
FROM: Mario Gouveia, City Engineer  
DATE: February 6, 2023  
SUBJECT: Resolution No. 23-02

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**RECOMMENDATION:**

Approve Resolution No. 23-02 updating and recertifying the City of Firebaugh Sewer System Management Plan (SSMP) to comply with State Water Resources Control Board Order No. 2006-0003-DWQ.

**BACKGROUND:**

The State Water Resources Control Board (SWRCB) adopted General Waste Discharge Requirements (GWDR) for Sanitary Sewer Systems (Order No. 2006-0003- DWQ) on May 2, 2006, and Order No. WQ-2008-0002-EXEC on February 20, 2008, requiring all owners and operators of sanitary sewer collection systems greater than one mile in length and conveying untreated wastewater to a publicly owned treatment facility, to obtain coverage under the Order.

The SWRCB issued Order No. WQ-2013- 0058-EXEC, effective September 9, 2013, amending the Monitoring and Reporting Program (MRP) elements of the General Waste Discharge Requirements.

The GWDR requires that an enrolled sanitary sewer collection system prepare and implement a Sewer System Management Plan (SSMP) documenting the enrollee's program to properly operate and maintain its sanitary sewer system, and that the SSMP be updated every five (5) years and must be re-certified by the governing body when significant updates to the SSMP are made.

These significant updates include a thorough review of the 11 elements of the SSMP to ensure continuous improvement of the City's sanitary sewer system infrastructure and operations, including those related to performance, maintenance, inspection, condition assessment, monitoring, spill response, reporting and identification of repair and replacement needs. The update reflects system and operational improvements since the creation of the SSMP in May of 2010.

**FISCAL IMPACT:**

SSMP updates are funded as a standard operational procedure in the City's Sewer Enterprise Fund.

**ATTACHMENTS:**

Resolution No. 23-02  
Sewer System Management Plan (SSMP)

## **RESOLUTION 23-02**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH OF ADOPTING AND RECERTIFYING THE UPDATED SEWER SYSTEM MANAGEMENT PLAN (SSMP)**

**WHEREAS**, The State Water Resources Control Board (SWRCB) adopted General Waste Discharge Requirements (GWDR) for Sanitary Sewer Systems (Order No. 2006-0003- DWQ) on May 2, 2006, and Order No. WQ-2008-0002-EXEC on February 20, 2008, requiring all owners and operators of sanitary sewer collection systems greater than one mile in length and conveying untreated wastewater to a publicly owned treatment facility, to obtain coverage under the Order; and

**WHEREAS**, The SWRCB issued Order No. WQ-2013- 0058-EXEC, effective September 9, 2013, amending the Monitoring and Reporting Program (MRP) elements of the General Waste Discharge Requirements; and

**WHEREAS**, The GWDR requires that an enrolled sanitary sewer collection system prepare and implement a Sewer System Management Plan (SSMP) documenting the enrollee's program to properly operate and maintain its sanitary sewer system, and that the SSMP be updated every five (5) years, and must be re-certified by the governing body when significant updates to the SSMP are made; and

**NOW THEREFORE**, by the City Council of the City of Firebaugh, County of Fresno, California, resolves as follows:

1. Adopt the updated Sewer System Management Plan (SSMP) to comply with State Water Resources Control Board Order No. 2006-0003-DWQ.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 6<sup>th</sup> day of February 2023, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Felipe Perez, Mayor

\_\_\_\_\_  
Rita Lozano, Deputy City Clerk

**ATTEST:**

I, hereby certify that the forgoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Firebaugh this 6<sup>th</sup> day of February 2023.

\_\_\_\_\_  
Rita Lozano, Deputy City Clerk of the City of Firebaugh

# Sewer System Management Plan

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## **City of Firebaugh**

*Client Representative:*  
**Benjamin Gallegos**  
City Manager

## **Gouveia Engineering, Inc.**

*Project Manager:*  
**Mario B. Gouveia, P.E.**  
City Engineer

**December 2022**  
**Project # 730.02-22**

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## **SECTION 12: SSMP COMPLETION AND CERTIFICATION**

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### **APPENDIX A**

State Water Resources Control Board Order No. 2006-003-DWQ  
State Water Resources Control Board Monitoring and Reporting Program No. 2006-0003-DWQ  
Attachment A Waste Discharge Requirement and Amendments

### **APPENDIX B**

SSMP Organizational Chart and Chain of Communication

### **APPENDIX C**

Chapter 15 of City of Firebaugh Municipal Code

### **APPENDIX D**

Proposed Additions to Chapter 15 of City of Firebaugh Municipal Code

### **APPENDIX E**

Copy of Approval Resolution  
Copy of Certification Form

### **APPENDIX F**

Sample Forms

### **APPENDIX G**

Change Log

# **Introduction**

## **Location**

The City of Firebaugh (City) is located in Fresno County, northwest of Fresno off Highway 33. More precisely, the City is located approximately 43 miles west of the City of Fresno and 18 miles east of Interstate 5, the main north-south link between San Francisco and Los Angeles. A Location Map is provided on Page 5. The City's population in 2010 was 7,549 and in 2020 the population was 8,096 according to the 2020 Census.

## **Purpose**

Gouveia Engineering has been retained by the City to complete the required five year SSMP update to comply with statewide waste discharge requirements for sanitary sewer systems.

## **Background**

The California State Water Resources Control Board (“SWRCB”) promulgated a waste discharge requirement (“WDR”) permit on May 2, 2006 to regulate sanitary sewer systems. This permit is known as SWRCB Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. On July 30, 2013, Attachment A to the Order was promulgated and became effective on September 9, 2013 and is known as Attachment A, SWRCB Order No. WQO 2013-0058-EXEC, amending the Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (together these documents constitute the “SSS WDR”).

This permit, among other things, requires local public sewer collection system agencies, referred to as “Enrollees,” to develop a Sewer System Management Plan (“SSMP”). SSMPs must be self-audited at least every two (2) years and updated every five (5) years from the original adoption date by the Enrollee’s governing board. The original SSMP must have been approved by the governing board of the Enrollee at a public meeting and adopted.

The five-year SSMP update must also be approved and certified as do all significant updates to the SSMP. The SSMP, all references in the document, and the adoption documents by the governing board must be available on the agency website or submitted to the SWRCB upon adoption or recertification. Enrollees do not send their SSMP to the State or Regional Water Boards for review or approval, but must make it publicly available, and upload an electronic copy to the SSO database or provide a link to the Enrollees’ website where the SSMP is posted.

**Collection System** – Generic term for any system of pipes or sewer lines used to convey wastewater to a treatment facility.

**Enrollee** – A public entity that owns or operates a sanitary sewer system and has submitted a complete and approved application for coverage under the SSS WDR.

**Lateral (also called Service Lateral)** – A segment of pipe that connects a home or building to a sewer main, which may be located beneath a street or easement. The responsibility for maintaining a lateral can be solely that of the Enrollee or the private property owner; or it can be shared between the two or more parties. Local communities dictate lateral responsibility and the basis for a shared arrangement, if it applies. See Lower Lateral and Upper Lateral definitions.

**Lower Lateral** – That portion of a lateral usually from the property line or easement line to the sewer main. Enrollees may or may not be responsible for maintenance of this portion of the lateral. If not, the lower lateral is owned and maintained by the property its serves.

**Miles of Gravity Sewer** – Amount of gravity sewer lines/pipes in an Enrollee's sanitary sewer system, expressed in miles.

**Miles of Publicly-Owned Laterals** – Amount of laterals in an Enrollee's sanitary sewer system that the Enrollee is responsible for maintaining, expressed in miles.

**Miles of Pressure Sewer (Miles of Force Main)** – Amount of pressurized sewer lines/pipes in an Enrollee's sanitary sewer system, expressed in miles or portions thereof.

**Miles of Private Laterals** – Amount of private laterals tributary to an Enrollee's sanitary sewer system that private property owners are responsible for maintaining, expressed in miles or portions thereof.

**NGO** – Non-governmental organization.

**Percent Reached Surface Water** – Volume of sewage discharged from a sanitary sewer system or private lateral or collection system estimated to have reached surface water divided by the total volume of sewage discharged.

**Percent Recovered** – Volume of sewage discharged that was disposed of properly, divided by the total volume of sewage discharged.

**Private Lateral** – Privately owned sewer service lateral.

**Private Lateral Sewage Discharge (PLSD)** – Sewage discharges caused by blockages or other problems within privately owned laterals, collection systems or other private sewer assets that are tributary to the reporting Enrollee's sanitary sewer system. Reports of these events may be submitted by Enrollees on a voluntary basis except in San Diego Region 9, but are not the Enrollee's responsibility unless caused by issues in the main line or because of other Enrollee activity. Normally, this type of sewage discharge is the responsibility of the private lateral, private asset, or collection system owner.

**Sanitary Sewer Overflow (SSO)** – Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include: i. Overflows or releases of untreated or partially treated wastewater that reach waters of the United States; ii. Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and iii. Wastewater backups into buildings and on private property caused by blockages or flow conditions within the publicly-owned portion of a sanitary sewer system.

**Sanitary Sewer System** – Any system of pipes, pump stations, sewer lines, or other conveyances, upstream of a WWTP head works and which is comprised of more than one mile of pipes and sewer lines, used to collect and convey wastewater to a publicly owned treatment facility.

**Service Lateral** – See Lateral.

**SSO Category 1** – All discharges of sewage resulting from a failure in an Enrollee's sanitary sewer system that resulted in a discharge to a drainage channel and/or surface water.

**SSO Category 2** – All discharges of sewage resulting from a failure in an Enrollee's sanitary sewer system of a volume equal to or greater than 1,000 gallons that did not reach surface water.

**SSO Category 3** – All discharges of sewage resulting from a failure in an Enrollee's sanitary sewer system of a volume less than 1,000 gallons that did not reach surface water.

**SSO Database** – Online reporting system developed, hosted, and maintained by the SWRCB for compliance with the Monitoring and Reporting Program contained in SSS WDR.

**Storm Drain** – For the purposes of complying with the SSS WDR, any pipe that is part of a Municipal Separate Storm Sewer System (MS4) used for collecting or conveying storm water.

**Total # of SSOs per 100 miles of Sewer per Year** – Broad metric used to compare the relative performance of Enrollees and their sanitary sewer systems. This metric expresses the number of SSOs for which the reporting Enrollee is responsible, for every 100 miles of pipe or sewer lines in an Enrollee's sanitary sewer system. Due to the large variation in facility specific characteristics, this metric should only be viewed as a rough comparison of the operation and maintenance performance of Enrollees and their sanitary sewer systems. For systems smaller than 100 miles, this metric tends to skew the result as the miles of pipe get smaller. This metric is calculated as described below:  $\text{Total \# of SSOs per year} = (\text{Total \# of SSOs} \times 100) / ((\text{Years}) \times (\text{Miles of Pressure Sewer} + \text{Miles of Gravity Sewer} + \text{Miles of Public Laterals}))$

**Total Volume of SSOs Reached Surface Water per 100 miles of Sewer** – Broad metric used to compare the relative performance of Enrollees and their sanitary sewer systems. This metric expresses the volume of SSOs, for which the reporting Enrollee is responsible, that reached surface water for every 100 miles of pipe or sewer lines in an Enrollee's sanitary sewer system. Because sewage discharges that reach surface water pose a greater threat to public health and the environment, this metric reflects some accounting of the threat posed by SSOs. Due to the large variation in facility specific characteristics, this metric should only be viewed as a rough comparison of the operation and maintenance performance of Enrollees and their sanitary sewer systems. For systems smaller than 100 miles, this metric tends to skew the result as the miles of

pipe get smaller. This metric is calculated as described below: Total Annual Volume of SSOs Reaching Surface Waters = (Total volume of SSOs reaching Surface Waters x 100) ((Years) x (Miles of Pressure Sewer + Miles of Gravity Sewer + Miles of Public Laterals))

**Total Volume Reached Surface Water** – Amount of sewage discharged from a sanitary sewer system, private lateral, or collection system estimated to have reached surface water.

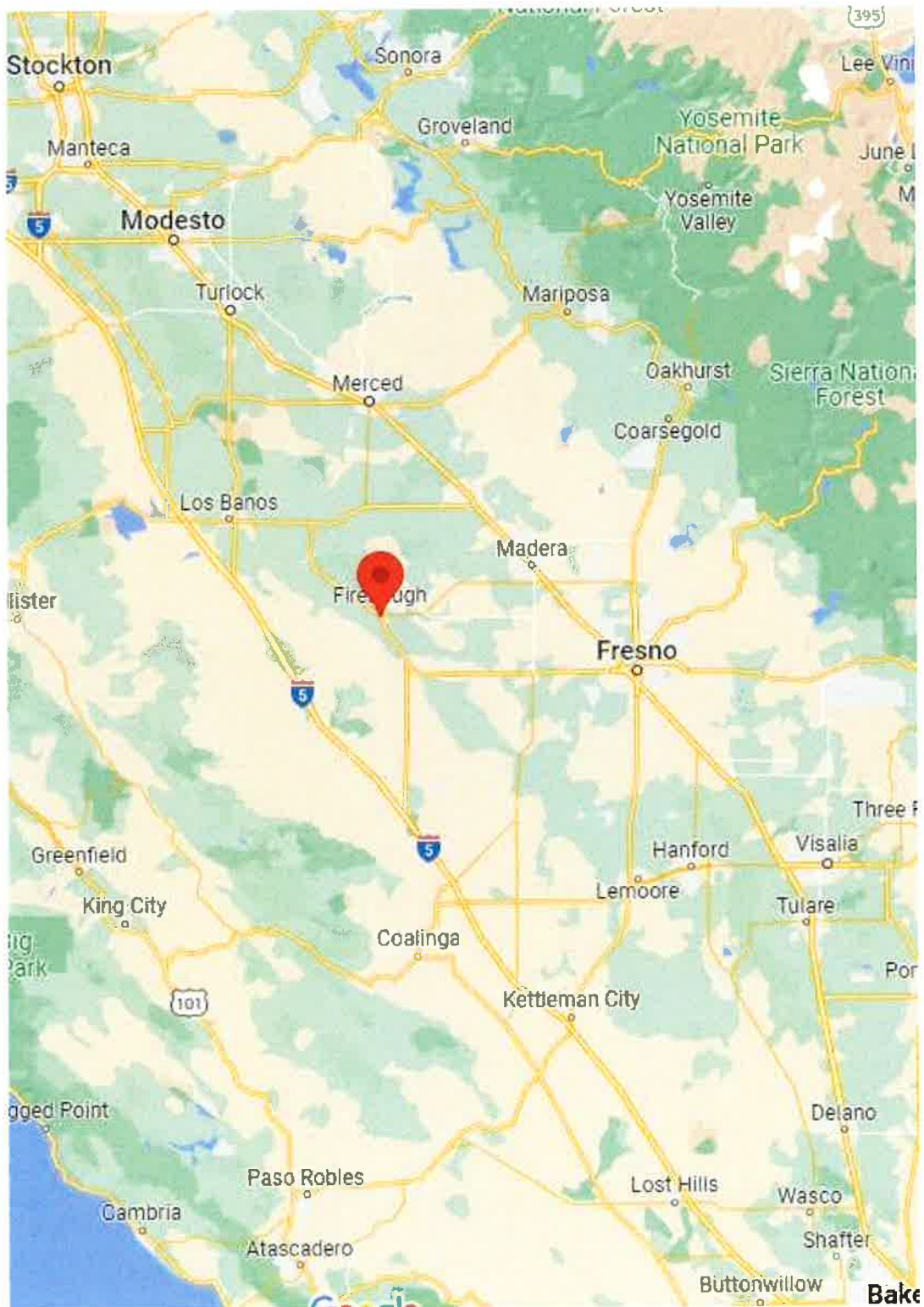
**Total Volume Recovered** – Amount of sewage discharged that was captured and disposed of properly.

**Upper Lateral** – Portion of a lateral usually from the building foundation to the property line or easement line where it connects to the Lower Lateral. Enrollees may not own and maintain this portion of a Lateral since responsibility usually lies with the owner of the property that the lateral serves.

**WDID** – Waste Discharge Identification number assigned as a unique identifier by the SWRCB to each Enrollee for regulatory recordkeeping and data management purposes.



## Location Map



## **Section 1- Goals**

### **1.1 Requirements**

The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that occur.

### **1.2 City Goals**

Providing quality, safe and reliable sewer service at a reasonable cost is essential to fulfilling the City's Public Works' Mission Statement. The Department of Public Works provides essential services in the areas of Parks and Recreation, Street Maintenance, Water Treatment and Waste Collection. The mission of the Public Works Department is to "enhance the quality of life in Firebaugh for our residents, businesses, and visitors, by working together to maintain and improve our public facilities and services in the most cost effect and efficient manner possible while providing the highest quality of customer: care."

The City has developed the following goals in an effort to meet the requirements of the SSO and uphold their mission statement:

1. Prevent or minimize the frequency of SSO's.
2. Properly manage, operate, and maintain all portions of the Enrollee's wastewater collection system to minimize SSOs.
3. Meet all applicable regulatory notification and reporting requirements.
4. Maintain and improve the condition and performance of the Enrollee's wastewater collection system.
5. Implement regular, proactive maintenance of the system to remove roots, debris, and FOG in areas prone to blockages that may cause sewer backups or SSOs.
6. Identify, prioritize, and continuously renew and replace sewer system facilities to maintain reliability
7. Convey wastewater to treatment facilities with a minimum of infiltration, inflow and exfiltration.
8. Provide adequate capacity to convey peak flows.

9. Perform all operations in a safe manner to avoid personal injury and property damage.
10. Ensure compliance with current regulatory requirements.

These goals will provide focus for the City to continue providing high quality service and improving the management, operation and maintenance of the sanitary sewer system

### **1.3 Monitoring and Reporting Plan Requirements**

All changes to this Element of the SSMP must be recorded along with the date and person responsible for the changes on the SSMP Change Log (MRP at section E.3.) attached as an appendix to the SSMP. Enrollees should also consider the addition of separate appendices f appendix to the SSMP.

## **Section 2 - Organization**

### **2.1 Requirements**

The SSMP must identify:

- a) The name of the responsible or authorized representative as described in Section J of the Sanitary Sewer Order.
- b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
- c) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).

### **2.2 Authorized Representative**

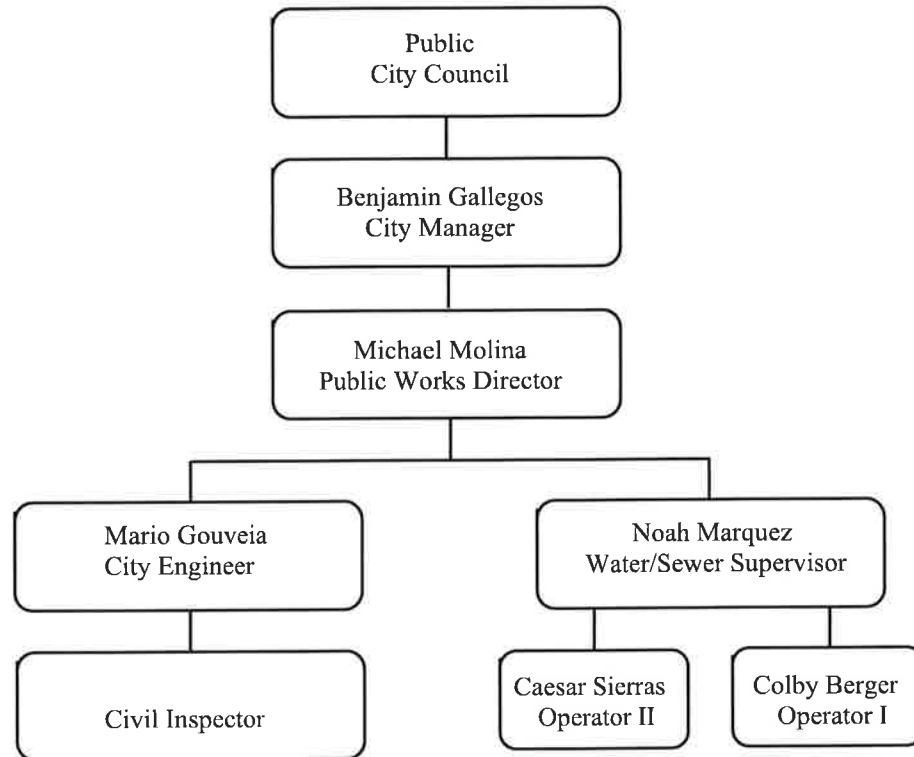
The City's authorized representative in all wastewater collection system matters is the Leadman for Water and Wastewater. The City Council has authorized the person in this position to certify spill reports submitted to the SWRCB.

The Public Works Director is responsible for implementing and maintaining all elements of this SSMP.

### **2.3 Organization**

The organization chart shown below, as Figure 2-1, indicates City Staff responsible for implementing, managing, and updating the SSMP. A brief description of the responsibilities identified with each position follows. The names and phone numbers of staff filling these positions are included in Appendix "B".

**Figure 2-1**  
**City of Firebaugh**  
**SSMP Organization Chart**



City Council - Approves and adopts the SSMP, City Standards and Ordinances.

Benjamin Gallegos, City Manager - Administrative head of the City under the direction of the City Council. He is responsible for the efficient administration of all the affairs of the City which are under his control.

Michael Molina, Public Works Director - Establishes policy, plans strategy, leads staff, allocates resources, delegates responsibility, authorizes outside contractors to perform services, develops department plans and programs including sewer operations and the Capital Improvement Program, supervises the review of applications for permits for compliance with codes, regulations, and standards, and oversees and coordinates sewer maintenance operations.

Mario Gouveia, City Engineer - Acts as project manager on public works projects, prepares plans, specifications and preliminary cost estimates, reviews private project development plans for compliance with codes, regulations, and standards, confers with Public Works Director and maintenance department on sanitary sewer system issues, confers with contractors and consultants on engineering and construction matters, prepares reports on sewer and other public works projects and coordinates development and implementation of SSMP.



Noah Marquez, Water/Sewer Supervisor - Plans, organizes and supervises the maintenance and repair of City wastewater infrastructure, manages field operations and maintenance activities, provides relevant information to agency management, prepares and implements contingency plans, leads emergency response, maintains records of projects assigned and completed, supplies equipment used and costs incurred, estimates needed equipment, equipment maintenance and investigates and reports SSOs, and trains field crews.

City Inspector - Reviews new and rehabilitated public infrastructure improvements for compliance with codes, regulations and standards, and provides verbal/written reports to the City Engineer.

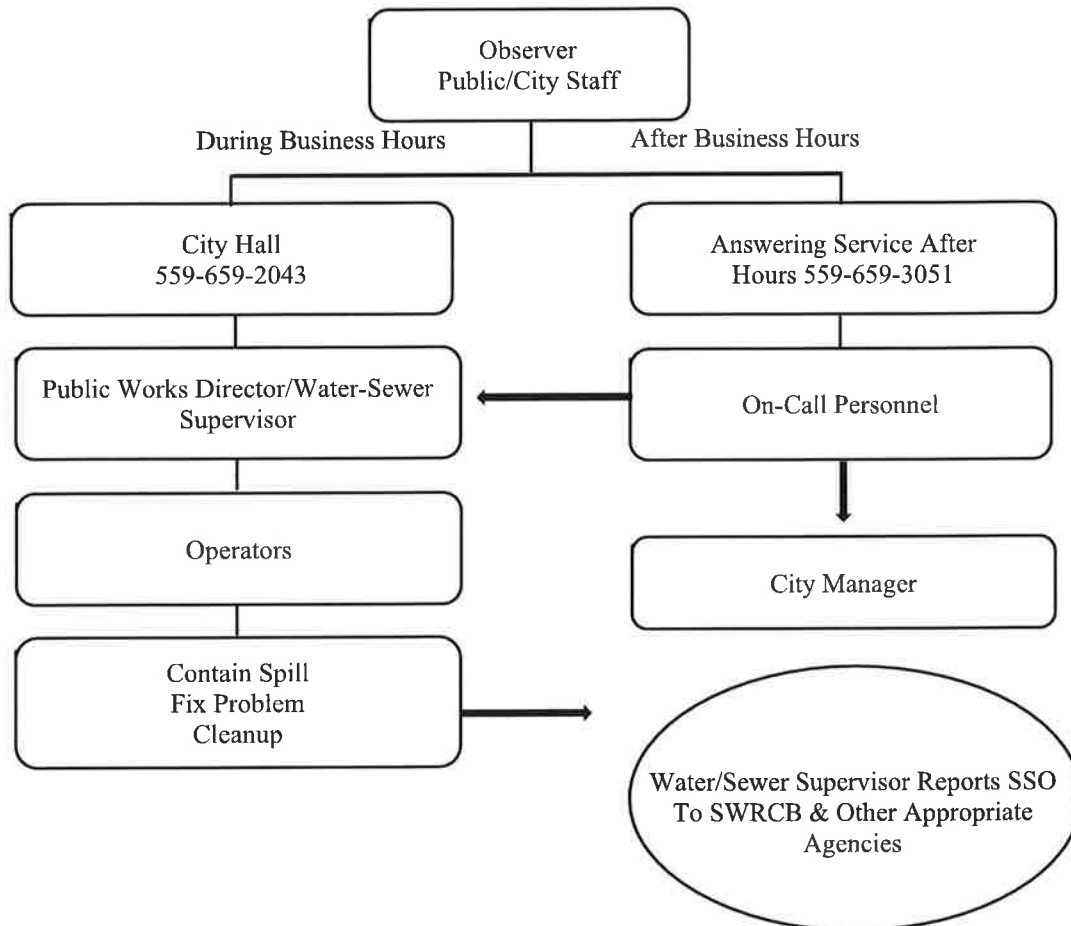
Caesar Sierras, Operator II - Works as a member of the field maintenance crew, preventative maintenance activities, responds to notification of stoppages and SSOs, cleans, unplugs and repairs sewer lines and mobilizes sewer cleaning equipment.

Colby Berger, Operator I - Works as a member of the field maintenance crew, preventative maintenance activities, responds to notification of stoppages and SSOs, cleans, unplugs and repairs sewer lines and mobilizes sewer cleaning equipment.

## **2.4 Chain of Communication**

The chain of communication for reporting SSOs, from receipt of a complaint or observation to reporting the SSO to the SWRCB, is shown in the flow chart below (Figure 2-2). Contact phone numbers for the parties included in the chain of communication are listed in Appendix "B" along with the names and phone numbers of City Staff included in the SSMP Organizational Chart. The SSO reporting process will, be described in further detail in the following section entitled "Overflow Emergency Response Plan".

**Figure 2-2**  
**City of Firebaugh**  
**SSMP Chain of Communication Chart**



## 2.5 Contact List

|                   |                        |              |
|-------------------|------------------------|--------------|
| Benjamin Gallegos | City Manager           | 559-659-2043 |
| City Hall         | Administrative         | 559-659-2043 |
| Michael Molina    | Public Works Director  | 559-694-6170 |
| Noah Marquez      | Water/Sewer Supervisor | 559-694-6164 |
| Ceaser Sierras    | Operator II            | 559-694-6172 |
| Colby Berger      | Operator I             | 559-694-6173 |
| After Hours       | PD                     | 559-659-3051 |

## 2.6 Monitoring and Reporting Plan Requirements

The MRP states that:

- An Enrollee may/should have more than one LRO.
- Any LRO shall be registered with the SWRCB; link to CIWQS User Registration (LROs and Data Submitters) at <https://ciwqs.waterboards.ca.gov/ciwqs/newUser.jsp>.
- The Enrollee shall maintain continuous coverage by an LRO. Any change of a registered LRO, including deactivation or a change to the LRO's contact information, shall be submitted by the Enrollee to the SWRCB within 30 days of the change by calling 866-79-CIWQS (24977) or by email at [ciwqshelp@waterboards.ca.gov](mailto:ciwqshelp@waterboards.ca.gov).

## Section 3 - Legal Authority

### 3.1 Requirements

Each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:

- a) Prevent illicit discharges into its sanitary sewer system, including VI from satellite wastewater collection systems and laterals, stormwater, unauthorized debris, etc.
- b) Require proper design and construction of sewers and connections
- c) Ensure access for maintenance, inspection and repairs to publicly owned portions of laterals
- d) Limit the discharge of FOG and other debris that may cause blockages
- e) Enforce violations of its sewer ordinances.

### 3.2 Municipal Code

The legal authority required for the SSMP by the SWRCB is provided in the City's municipal code. Chapter 15, Sewer and Water, of the municipal code contains two sections dedicated to the sewer system. The following is a description of these sections:

- 15-2 Sewer Regulations - Provides rules and regulations for the use and construction of sanitary sewer facilities installed, altered or repaired within the City.
- 15-6 Construction of Off-Site Sewer Mains - Provides the process, rules and regulations for governing the construction of off-site sewer mains to extend the City's sewer mains in order to serve new development.

A copy of Chapter 15, Sewer and Water is attached as Appendix C. Portions of this chapter are discussed in the following paragraphs as they pertain to the requirements described above.

### 3.3 Prevention of Illicit Discharges

- Storm water Drainage. Section 15-2.1(a) of the municipal code prohibits discharging or causing to discharge any rain or storm water, surface water, groundwater, drainage water or roof-off water: into the sewer system.

- Wastes Prohibited. Section 15-2.1(b) prohibits discharge of waste drainage containing sand, grease, oil or sludge except through a trap or settling box sufficient to prevent the sand, grease, oil or sludge from being carried into the sewer system.

Section 15-2.1(c) prohibits discharge of wastewater into the sewer system containing acid or chemicals in such amount as to interfere with the natural digesting process at the sewer disposal plant.

Section 15-2.1(d) prohibits the removal of a cover from a manhole or any other opening in the sewer system for the purpose of permitting or causing to be directly discharged into the sewer system rain, storm, surface, grounds, drainage or roof-off water, or holding tank waste except City employees acting within the scope of their duties.

- Wastes Which May Be Prohibited. Section 15-2.1(e) prohibits discharge of any holding tank waste into the City sewer system except in accordance with subsection 15-2.8 and a valid permit issued pursuant to that section.

Section 15.2.1.1 allows the public works director or his designated representative to require testing of any waste discharge, to determine whether it complies with this chapter and with all applicable Federal, State and local laws, rules, codes and regulations, that it is amenable to treatment by the processes employed by the City's waste treatment facilities, and that it will not be otherwise detrimental or cause damage to the City sewer system or wastewater treatment facilities.

### **3.4 Proper Design and Construction of Sewers and Connections**

Regulations pertaining to the design, construction and connection of private sewer systems, building and lateral sewer connections, and public sewer construction are included in Section 15-2 of the municipal code.

- Connection Requirements. Section 15-2.5 requires all plumbing affecting the sanitary condition of any building or structure within the boundaries of any lot in the City shall be connected with the public sewer system.
- Construction and Inspection Requirements. Section 15-2.6 requires all plumbing to be connected to the City's sewer system to be constructed of materials and in such a manner as to conform to the City Standard Specifications and requirements maintained by the director of public works. All sewage lines or other plumbing designed to be connected to the City sewer system shall be inspected during the course of construction as to the layout, groundwork, materials and construction.

### **3.5 Lateral Maintenance Access**

Section 15-2.6 requires all connections to the City sewer system be constructed with clean-outs. The municipal code does not outline maintenance responsibilities of the property owner

and the City, except in Section 15-2.1b which states that traps and settling boxes shall be kept clean and in sufficient repair at all times by the owner of the property. The municipal code also does not include any requirements for maintaining access to facilities to be maintained by the City.

The City is currently reviewing and revising the municipal code to include additional language outlining maintenance responsibilities and requirements. Proposed changes to the municipal code are included in Appendix D.

### **3.6 Limit Discharge of FOG and Other Debris**

As will be discussed in Section 7, Fats, Oils and Grease (FOG) Control Program, of this plan, Section 15-2.1b requires a trap or settling box be installed wherever discharge waste drainage contains sand, grease, oil or sludge.

As discussed above disposal of other wastes are also either prohibited or may require testing or permits.

### **3.7 Enforcement**

Section 15-4 of the municipal code indicates that it is a misdemeanor for any person who violates any of the sewer regulations and they shall be liable, after conviction, to the penalty or penalties stated in Chapter 1, Section 1-5.

Section 1-5 of Chapter 1 describes the general penalties, continuing violations and administrative citations and penalties along with the process for issuing, appealing and collecting penalties. Section 1-5.5.12 provides the authority for the police chief, fire chief and their respective designated deputies, assistants or employees, the public works director and the building inspector to issue administrative citations. A copy of Chapter 1 of the municipal code is provided in Appendix C.

The City is currently reviewing and revising the municipal code to include additional language to specifically address the enforcement of regulations pertaining to the safe, economical and efficient management and protection of the City sewage system, sewage treatment and disposal works. Proposed changes to the municipal code are included in Appendix D.



## Section 4 - Operations and Maintenance Program

### 4.1 Requirements

The SSMP must include those elements listed below that are appropriate and applicable to the Enrollee's system:

- a) Collection System Map: Each wastewater collection system agency shall maintain up-to-date maps of its wastewater collection system facilities, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater pumping and piping facilities.
- b) Preventive Operation and Maintenance: Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventive Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders.
- c) Rehabilitation and Replacement Plan: Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and system for ranking the conditions of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short and long-term plans plus a schedule for developing the funds needed for the capital improvement plan.
- d) Training: Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained.
- e) Equipment and Parts Inventory: Provide equipment and parts inventories, including identification of critical replacement parts.

### 4.2 Collective System Map

The City has a set of infrastructure maps that include wastewater collection systems facilities

including all gravity lines, manholes, pumping facilities and pressure pipes. Storm drain and water facilities are also shown on the same infrastructure maps. The City Engineer keeps a master set (hard copy) of the maps. Copies of the maps are also available in the office of the Public Works Department. The infrastructure maps are in the process of being updated and converted to an electric format for ease of use and revising and/or updating facilities. This will be completed as funding becomes available and as new development occurs.

### **4.3 Preventive Operation and Maintenance**

The City does not have a specific work order software program in place. As calls are received and routine maintenance is scheduled handwritten forms are completed to provide complaint information and/or routine maintenance instructions. The maintenance worker responsible for completing the work will add any pertinent information regarding the call or maintenance activity including what work was done and any follow-up that needs to occur. The completed forms are then turned in to the Leadman and are kept on file in the Public Works Department.

The City currently performs daily inspections and maintenance on each of their nine lift stations and all identified hot spots. Approximately 2 hours a week is spent inspecting manholes for all hot spots. The City also tries to clean lines at least once a week at hot spots or more frequently if needed.

### **4.4 Pump Station Maintenance**

The City provides maintenance for nine (9) sewer lift stations to convey wastewater from the City collection system to the Wastewater Treatment Facility. The stations are inspected daily by operators and pumps are cycled daily to confirm that they are in a state of good repair. All of the lift stations have two continuous duty rated submersible pumps to allow for redundancy should one pump fail or need maintenance. The lift stations are equipped with 10 hp pumps giving the City the ability to keep spare parts and pumps on the shelf that can be utilized in all lift stations. All lift stations are equipped with primary and secondary level controls. The lift stations are equipped with alarms and integrated with SCADA. Lift station control panels are equipped to receive power from a portable generator.

### **4.5 Rehabilitation and Replacement Plan**

The City's inspection program consists of responding to complaints, spot checking problem areas, periodic inspection of grease traps and/or settling boxes and inspection of improvements during the construction phase which includes TV inspection. Additional TV inspections are also performed when warranted.

The City anticipates beginning a comprehensive inspection program where all sewer facilities are inspected and assessed on a rotating basis over a specific time period when funding becomes available. It is expected that this inspection program would include TV inspections of existing sewer pipelines and manholes.

TV inspections are performed by City operations staff and independent contractors as warranted. Video copies of the inspections are delivered to the City in either DVD or Flash Drive format along with a written report of findings. The reports are reviewed by the Public Works Director and filed at Public Works.

Data obtained during maintenance and inspection activities is evaluated and analyzed based on the following criteria:

**1. Line Obstructions**

- a) Number of prior SSOs due to obstructions at this location.
- b) Cause of obstruction(s).
- c) Amount of previous maintenance work performed at this location.
- d) Evaluate prior inspection records.
- e) Overflow quantity and destination.
- f) Size of tributary area upstream.

**2. Pipe/Manhole Defects**

- a) Location
- b) Evaluate prior inspection records.
- c) Size, depth and length of defective line.
- d) Depth of flow in line.

**3. Replacement**

- a) Remaining life expectancy.
- b) Other scheduled construction work at replacement location.
- c) Potential severity of SSG.
- d) Location and permitting issues.
- e) Cost

The problem areas are then ranked to prioritize repair, rehabilitation and/or replacement projects to be included in the Capital Improvement Plan (CIP). This information is also utilized to prioritize or adjust the routine maintenance schedule.

## **4.6 Training**

The City provides technical, skills and periodic safety training programs. The City makes available to appropriate staff training offered by manufacturers and/or suppliers for the proper operation and maintenance of existing and new equipment. Training is provided in a variety of formats including conferences, seminars, workshops and on-the-job training. Training and certifications are essential for employee advancement and pay increases. The City maintains written records documenting all training sessions made available by the City, who attended the training and material covered.

City staff does not perform confined space operations. When confined space operations are required the work is subcontracted out to a contractor trained and/or certified in performing

confined space operations. The Contractor must provide liability insurance.

The Public Works Department will periodically review equipment and procedures to determine, the adequacy of training programs being offered'. The review will include a review of Cal-OSHA and insurance requirements. Depending on the outcome of this review additional training or changes to existing training will be incorporated into the City's training program.

#### **4.7 Contingency Equipment and Replacement Inventories**

The City has identified critical components of the sewer system. Spare parts for the sewer system are stored at the corporation yard and the wastewater treatment plant. The City owns and maintains eight generators; five of which are stationary and three are portable.

Maintenance and repairs on City owned vehicles is performed in-house at the corporation yard. Spare parts for vehicles are also stored at the corporation yard. Files are maintained on all vehicles and equipment including maintenance and repair records.

The City has recently updated all of their City Standards. The revised Standards provide for standardized construction of sewer system facilities and include specifications for pipe material, manholes and lift stations.

The City maintains a list of service provider and vendors that provide 24-hour service for emergency pump service and equipment rental. This information is available to all Public Works employees.

#### **4.8 Monitoring and Reporting Plan Requirements**

- a) The 2013 MRP update did not change the map requirements; however, the new Technical Report requirement for SSOs  $\geq 50,000$  gallons does require a "Detailed location map illustrating all water quality sampling points." It may be useful to draw or sketch on a copy of your map when documenting an SSO event to indicate the location(s) where the spill occurred and where water quality
- b) The 2013 MRP update requires a Technical Report for SSOs  $\geq 50,000$  gallons. Part of that report must spell out an Enrollee's response to the SSO, including "Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed." Any changes to the Preventive Maintenance Schedule could be included as a part of a corrective action plan.  
In addition, any Rehabilitation or Replacement needed could be listed as part of the corrective action(s) taken or planned.
- c) LROs, Data Submitters, and staff should be trained on details of the MRP as appropriate.

- d) The 2013 MRP update did not change the Equipment and Replacement Part Inventory requirements.
- e) The 2013 MRP update now requires an Enrollee to develop and implement a Water Quality Monitoring Program to assess impacts of all SSOs greater than 50,000 gallons reaching surface waters. Sampling, as described in Section D of the MRP, must be initiated within 48 hours of the Enrollee becoming aware of the SSO.

## **Section 5 - Design and Performance Provisions**

### **5.1 Requirements**

- a) Standards for Installation, Rehabilitation and Repair -The SSMP must identify design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems.
- b) Standards for Inspection and Testing of New, Rehabilitated, and Repaired Facilities - The SSMP must identify the procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

### **5.2 Design Standards for Installation, Rehabilitation and Repair**

The City maintains detailed standard specifications for the construction of public improvements. The City's Standard Specifications were completely updated in August 2008. Additions and updates of specific details or specifications occur periodically on an as needed basis. Copies of the Standard Specifications are available at City Hall and will soon be made available on the City website at <https://firebaugh.org>

Section 6 of the City's Standard Specifications provides specifications and detailed drawings for the installation of public sewer facilities including:

- Design Flow Rates, Peaking Factors, Pipe Size and Slope
- Pipe for Sewer Mains
- Services
- Manholes
- Lift Stations
- Forcemains
- Trench Excavation
- Water in trench
- Laying and Jointing of Pipe
- Lateral Connections
- Backfill
- Grease Traps



The City has not specifically adopted standards, specifications or details for the rehabilitation of sewer facilities within the current Standard Specifications.

Future rehabilitation projects will continue to be constructed under contract to the City following accepted design practice and industry standards and will be included in project specific specifications. Additional specifications and details related to sewer rehabilitation may be added to the Standard Specifications in the future if additional rehabilitation projects become more frequent and the need for standardization arises.

Many of the specifications in Section 6 of the Standard Specifications would apply to sewer repair projects. Repair projects are typically constructed by City staff or by qualified firms under contract to the City. The City routinely monitors and repairs its sewer lift stations to ensure that pumping facilities operate properly. Specifications and details related to sewer repair projects follow accepted design practice and industry standards and would be included in project specific specifications.

### **5.3 Standards for Inspection and Testing**

Section 6 of the City's Standard Specifications also provides specifications for the inspection and testing of new public sewer facilities including:

- Cleaning and Flushing
- Inspection
- Closed Circuit TV Inspection

Even though the City's Standard Specifications do not contain specifications relating specifically to the inspection and testing of rehabilitated and repaired sewer facilities, the specifications for new installation would still be applicable as much as practicable.

## Section 6- Overflow Emergency Response Plan

### 6.1 Requirements

Each Enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
- b) A program to ensure an appropriate response to all overflows;
- c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g., health agencies, Regional Water Boards, water suppliers, etc.) all SSOs that potentially affect public health or reach water of the State in accordance with the monitoring and reporting program (MRP). All SSOs shall be reported in accordance with the MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;
- d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
- e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
- f) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerate or additional monitoring as may be necessary to determine the nature and impact of the discharge.

### 6.2 Emergency Response Plan

The City has a Standard Operating Procedures Protocol form which outlines procedures to follow when responding to an emergency situation. The form provides instructions for operations staff to ensure proper procedures are followed to protect public health and the environment.

- Notification - During business hours any reports or complaints of sewer backups or overflows are received through City Hall. The information is then forwarded to the Public Works Director

or Water/Sewer Supervisor. A work order is generated and operations staff is dispatched to evaluate and resolve the situation. The operations staff will contain the spill, fix the problem, clean up and report back to the Water/Sewer Supervisor. After business hours, calls are received through an answering service and forwarded to on-call personnel. The on-call personnel will respond to the call and contact the Public Works Director/Water/Sewer Supervisor.

- Response - Emergency calls received during and after business hours will be responded to as soon as practicable, usually within one hour. Additional maintenance workers may be dispatched depending on the magnitude of the emergency. Non-emergency calls including odor complaints will be responded to within two hours. Operations staff become the SSO first responders and are responsible for mitigation, documentation, initial reporting and follow-up. The City's policy is to respond to all spills from its system and to take all steps possible to prevent the spills from reaching the storm drains, flood control channels, swales or waters of the State.

In the event of a possible wastewater spill, or when staff is contacted concerning odors, standing water or an overflowing manhole, the following steps shall be taken to verify the report and ensure the safety of the public.

- Operations staff obtains the location and any description of the problem, name and phone number of the caller for follow-up information.
- Operations staff proceeds to the location to verify the report and the Sanitary Sewer Overflow (SSO) Report is initiated. See Appendix F Sample forms.
- Operations staff shall request appropriate support. Operations staff will keep office staff informed of progress as necessary.
- The Water/Sewer Supervisor shall notify the Public Works Director and/or other City representatives as necessary.
- The Water/Sewer Supervisor, or his/her designee, will notify all appropriate public or regulatory agencies as required by the complexity of the spill.
- Upon mitigation, containment and clean-up of the spill, the Water/Sewer Supervisor will complete the final spill report(s) to the SWRCB CIWQS database, the RWQCB, State Office of Emergency Services, as needed. The Water/Sewer Supervisor shall certify all CIWQS spill reports. See Appendix F sample forms.
- Reporting and Notification - Once the spill has been contained, the problem fixed and/or clean-up completed, the operations worker or on-call personnel will turn in a completed work order and any other required field forms to the Water/Sewer Supervisor who is then responsible for reporting all SSOs to the SWRCB and other appropriate agencies according to the criteria for reporting SSOs.
- Impact Mitigation - There are basically three possible types of failures with the City's sewer system:

1. Minor line blockage due to grease, debris, etc.
2. Major line blockage due to a broken/collapsed line.
3. Lift station failure.

The Emergency Response Plan has instructions to assist personnel in performing an initial evaluation of the overflow/back-up situation, determining the responsible responders (i.e., City, other agency or customer), strategies for clearing blockage, procedures for sampling and method of clean-up. These instructions cover all three of the above listed possible failures.

- **Training** - Safety training meetings are held in accordance with Cal-OSHA and insurance requirements. Additional training is also provided as described in Section 4.5. New hires are required to complete specific training on all equipment they are anticipated to use. This training is documented in their personnel files.

The Operations staff are fully trained to respond and mitigate Category 1, 2 or 3 SSO events. The City sees the value in proper training of staff for emergency purposes and intends to provide periodic trainings and encourage staff to attend workshops as they become available.

The City has not established responsibilities for staff members but rather all staff members will be trained in all positions related to basic emergency response. All District office staff called upon to respond will be required to have been trained to provide administrative support. Operations staff will have basic traffic control training and equipment, including safety tape and cones. In the event of an SSO, operations staff can also be contacted to conduct crowd control, if necessary.

### **6.3 Sanitary Sewer Overflow Volume Estimation**

As part of the City's training procedures, all operations staff have been trained to utilize the pick and vent hole volume estimation method, see Appendix F sample forms and charts.

Small SSOs will occur where the wastewater escaping from the manhole is isolated to the pick or vent holes in the cover. Larger SSOs may involve both the discharge from the pick and/or vent holes and the gap between the manhole cover and manhole frame. To estimate an SSO occurring from the manhole pick and vent holes, measure the height of the wastewater plume exiting the holes. Find that height and hole diameter on the manhole pick or vent hole chart to determine the flow rate escaping the pick/vent hole. Multiply the flow rate times the number of holes that are discharging wastewater. Once the total volume (gpm) has been determined, multiply the gpm by the duration of the SSO in minutes. This will result in the total estimated gallons of the SSO.

Accurate flow estimation is essential to determine the volume of a Sanitary Sewer Overflow (SSO). An accurate estimate of an SSO is required for reporting to the California Integrated Water Quality System (CIQWS) and to the local health care agency. The estimated volume of an SSO is used to determine the category of the SSO.

## 6.4 SSO Categories

**Category 1-** Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that: Reach surface water and/or reach a drainage channel tributary to a surface water; or reach a municipal separate storm sewer system and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the municipal separate storm sewer system is considered to have reached surface water unless the storm-drain system discharges to a dedicated storm water or ground water infiltration basin (e.g., infiltration pit, percolation pond).

Sewage spills equal to or greater than one thousand (1,000) gallons, or which resulted in a discharge to a drainage channel and/or surface water, or a discharge to a storm drainpipe that was not fully captured and returned to the sanitary sewer system.

**Category 2-** Discharges of untreated or partially treated wastewater of 1,000 gallons or greater resulting from an enrollee's sanitary sewer system failure or flow condition that do not reach surface water, a drainage channel, or a municipal separate storm sewer system unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.

**Category 3-** All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.

## 6.5 Reporting Procedures

The City is registered with the SWRCB CIWQS electronic sewage spill reporting system and is routinely utilizing these procedures. A Sanitary Sewer Overflow Report (see Appendix F) is completed for all reportable spills. The information recorded on the Sanitary Sewer Overflow Report is to be entered into CIWQS in accordance with the mandated reporting timelines. Copies of the completed Sanitary Sewer Overflow Reports will be located at the Public Works office.

The following are the reporting procedures for any discharges of sewage that result in a discharge to a drainage channel or a surface water:

- The City shall, as soon as possible, but not later than two (2) hours after becoming aware of the discharge, notify the State Office of Emergency Services, State Water Quality Control Board, Division of Water and the Central Valley Regional Water Quality Control Board.
- As soon as possible, but no later than twenty-four (24) hours after becoming aware of the discharge, the City shall submit to the Central Valley Regional Water Quality Control Board a certification that the State Office of Emergency Services have been notified of the discharge.

Other reporting procedures are as follows:

- Category 1 SSO – in addition to the requirements above, all SSOs that meet the above criteria for Category 1 must be reported as soon as: (1) the City has knowledge of the

discharge, (2) reporting is possible, and (3) reporting can be provided without substantially impeding cleanup or other emergency measures. Initial reporting of Category 1 SSOs must be reported to the Online SSO System (CIWQS) as soon as possible but no later than 3 business days after the City is made aware of the SSO and must be certified no later than 15 days after the S.S.O. end date. Minimum information that must be contained in the 3-day report must include all of the information identified in the “SSO Report Contents” section below for a Category 2 SSO, except for Item K. A final certified report must be completed through the CIWQS electronic database, within 15 calendar days of the conclusion of SSO response and remediation, and will include all other information required for a Category 1 SSO as described in the “SSO Report Contents” section below. Additional information may be added to the certified report, in the form of an attachment, at any time. These reporting requirements are in addition to, and do not preclude other emergency notification requirements and time frames mandated by other regulatory agencies.

- Category 2 SSO – Submit Draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.
- Category 3 SSO - Submit Certified report within 30 calendar days of the end of month in which SSO occurred.
- All SSOs that meet the criteria for a Category 2 SSO must be reported to the CIWQS electronic database within 3 days after the end of the calendar month in which the SSO occurs (e.g. all SSO’s occurring in the month of March must be entered into the database before May 1st).
- Private Lateral Sewage Discharge- all sewage discharges that meet the above criteria for Private Lateral Sewage Discharges may be reported the CIWQS at the District’s discretion. If a Private Lateral Sewage Discharge is recorded in the SSO database, the City must identify the sewage discharge as occurring and caused by a private lateral, and a responsible party (other than the District) should be identified, if known.
- If there are no SSO’s during a calendar month, the City will provide, within 30 days after the end of each calendar month, a statement through the CIWQS database certifying that there were no SSO’s for the designated month.

## **6.6 Monitoring and Reporting Plan Requirements**

The MRP requires Enrollees to report and monitor a large amount of information related to SSOs. One of the biggest requirements from the MRP is reporting data into the CIWQS database online. If possible, the Enrollee may want to organize their reporting forms to match the same data fields and sequence presented in the CIWQS database. This will prevent confusion and ensure all required information is entered into the CIWQS database. Training modules for CIWQS may be available and can be utilized by responders. The MRP has time sensitive requirements depending on the overflow category. For example, if the overflow is a Category 1 SSO greater than or equal to 1,000 gallons, the Enrollee must inform Cal OES as soon as possible, but not later than two (2) hours after the Enrollee has knowledge of the spill, and if notification is possible without substantially impeding cleanup or other emergency measures. These time sensitive requirements may be reflected in the response plans and training documents to ensure all requirements are met.



# Pick and Vent Hole Estimation Chart

Estimated Flows thru Manhole Cover Vent Holes and Pick Holes for SSO estimating

| Hole Dia.<br>Inches | Area<br>sq. ft.  | Coeff. of Vel.<br>Cv | Coeff. of Cont.<br>Cc | C<br>Cv x Cc               | Water Ht.<br>Inches | Water Ht.<br>Inches | Water Ht.<br>feet          | Q<br>cfs   | Q<br>gpm                     | Q<br>gph                   |
|---------------------|--|----------------------|-----------------------|----------------------------|---------------------|---------------------|----------------------------|--|------------------------------|----------------------------|
|                     | Formula:<br>$=0.785 \times A \times$<br>$A \times 144$ |                      |                       | Formula:<br>$c \times 449$ |                     |                     | Formula:<br>$=Q \times 12$ | Formula:<br>$=E \times B \times (8$<br>$QRT(2 \times 32$<br>$2 \times H))$ | Formula:<br>$=Q \times 6.48$ | Formula:<br>$=Q \times 60$ |
| <b>Vent Hole</b>    |  |                      |                       |                            |                     |                     |                            |  |                              |                            |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 1/16 th             | 0.063               | 0.005                      | 0.0005   | 0.23                         | 14                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 1/8 th              | 0.125               | 0.010                      | 0.0007   | 0.33                         | 20                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 1/4 th              | 0.250               | 0.021                      | 0.0010   | 0.47                         | 28                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | one half            | 0.500               | 0.042                      | 0.0015   | 0.66                         | 40                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 3/4 th              | 0.750               | 0.063                      | 0.0018   | 0.81                         | 49                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 1 inch              | 1.000               | 0.083                      | 0.0021   | 0.94                         | 56                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 1 1/4 "             | 1.250               | 0.104                      | 0.0023   | 1.05                         | 63                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 1 3/8"              | 1.375               | 0.115                      | 0.0024   | 1.10                         | 66                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 1 1/2"              | 1.500               | 0.125                      | 0.0026   | 1.15                         | 69                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 1 5/8"              | 1.625               | 0.135                      | 0.0027   | 1.20                         | 72                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 1 3/4"              | 1.750               | 0.146                      | 0.0028   | 1.24                         | 74                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 2 inches            | 2.000               | 0.167                      | 0.0030   | 1.33                         | 80                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 2 1/4"              | 2.250               | 0.188                      | 0.0031   | 1.41                         | 84                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 2 1/2"              | 2.500               | 0.208                      | 0.0033   | 1.48                         | 89                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 2 3/4"              | 2.750               | 0.229                      | 0.0035   | 1.56                         | 93                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 3 inches            | 3.000               | 0.250                      | 0.0036   | 1.62                         | 97                         |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 3 1/4"              | 3.250               | 0.271                      | 0.0038   | 1.69                         | 101                        |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 3 1/2"              | 3.500               | 0.292                      | 0.0039   | 1.75                         | 105                        |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 3 3/4"              | 3.750               | 0.313                      | 0.0040   | 1.82                         | 109                        |
| 0.50                | 0.00136  | 0.945                | 0.70                  | 0.662                      | 4.000               | 4.000               | 0.333                      | 0.0042   | 1.88                         | 113                        |
| <b>Vent Hole</b>    |  |                      |                       |                            |                     |                     |                            |  |                              |                            |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 1/16 th             | 0.063               | 0.005                      | 0.0011   | 0.51                         | 31                         |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 1/8 th              | 0.125               | 0.010                      | 0.0016   | 0.72                         | 43                         |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 1/4 th              | 0.250               | 0.021                      | 0.0023   | 1.02                         | 61                         |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | one half            | 0.500               | 0.042                      | 0.0032   | 1.44                         | 87                         |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 3/4 th              | 0.750               | 0.063                      | 0.0039   | 1.77                         | 106                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 1 inch              | 1.000               | 0.083                      | 0.0045   | 2.04                         | 122                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 1 1/4 "             | 1.250               | 0.104                      | 0.0051   | 2.28                         | 137                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 1 3/8"              | 1.375               | 0.115                      | 0.0053   | 2.39                         | 144                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 1 1/2"              | 1.500               | 0.125                      | 0.0056   | 2.50                         | 150                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 1 5/8"              | 1.625               | 0.135                      | 0.0058   | 2.60                         | 156                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 1 3/4"              | 1.750               | 0.146                      | 0.0060   | 2.70                         | 162                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 2 inches            | 2.000               | 0.167                      | 0.0064   | 2.89                         | 173                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 2 1/4"              | 2.250               | 0.188                      | 0.0068   | 3.06                         | 184                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 2 1/2"              | 2.500               | 0.208                      | 0.0072   | 3.23                         | 194                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 2 3/4"              | 2.750               | 0.229                      | 0.0075   | 3.38                         | 203                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 3 inches            | 3.000               | 0.250                      | 0.0079   | 3.63                         | 212                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 3 1/4"              | 3.250               | 0.271                      | 0.0082   | 3.66                         | 221                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 3 1/2"              | 3.500               | 0.292                      | 0.0085   | 3.82                         | 229                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 3 3/4"              | 3.750               | 0.313                      | 0.0088   | 3.95                         | 237                        |
| 0.75                | 0.00307  | 0.955                | 0.67                  | 0.640                      | 4.000               | 4.000               | 0.333                      | 0.0091   | 4.08                         | 245                        |
| <b>Vent Hole</b>    |  |                      |                       |                            |                     |                     |                            |  |                              |                            |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 1/16 th             | 0.063               | 0.005                      | 0.0020   | 0.88                         | 63                         |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 1/8 th              | 0.125               | 0.010                      | 0.0028   | 1.23                         | 75                         |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 1/4 th              | 0.250               | 0.021                      | 0.0039   | 1.77                         | 106                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | one half            | 0.500               | 0.042                      | 0.0056   | 2.50                         | 150                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 3/4 th              | 0.750               | 0.063                      | 0.0068   | 3.06                         | 184                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 1 inch              | 1.000               | 0.083                      | 0.0079   | 3.54                         | 212                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 1 1/4 "             | 1.250               | 0.104                      | 0.0088   | 3.96                         | 237                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 1 3/8"              | 1.375               | 0.115                      | 0.0092   | 4.15                         | 249                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 1 1/2"              | 1.500               | 0.125                      | 0.0097   | 4.33                         | 260                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 1 5/8"              | 1.625               | 0.135                      | 0.0100   | 4.51                         | 271                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 1 3/4"              | 1.750               | 0.146                      | 0.0104   | 4.68                         | 281                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 2 inches            | 2.000               | 0.167                      | 0.0111   | 5.00                         | 300                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 2 1/4"              | 2.250               | 0.188                      | 0.0118   | 5.31                         | 318                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 2 1/2"              | 2.500               | 0.208                      | 0.0125   | 5.59                         | 336                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 2 3/4"              | 2.750               | 0.229                      | 0.0131   | 5.87                         | 352                        |
| 1.00                | 0.00545  | 0.960                | 0.65                  | 0.624                      | 3 inches            | 3.000               | 0.250                      | 0.0136   | 6.13                         | 368                        |

## **Section 7 - Fats, Oils and Grease (FOG) Control Program**

### **7.1 Requirements**

Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed the Enrollee must provide justification as to why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

- a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
- b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
- c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
- d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
- e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
- f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
- g) Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

### **7.2 Fog Control Plan**

The City is in the process of implementing a FOG control program which will consist of focused cleaning and maintenance and source control. The following sections discuss the City's FOG control program in more detail as it relates to the requirements listed above.

### 7.3 Public Education Outreach Program

The public outreach element of the City's FOG control program will consist of brochures, posters and billing inserts containing information on the proper disposal of fats, oils and grease along with information on the problems and damages caused by improper disposal. Due to the high population of Spanish speaking residents, the materials will be provided in both English and Spanish. Additional information may also be added to the website in the near future as funding becomes available. These methods of communication will be discussed in more detail in Section 11.1.

### 7.4 Disposal of FOG

This list is provided only as a convenience to assist food establishments that generate FOG as a courtesy and does not imply an endorsement of the services provided by any of the listed companies. Food establishments are encouraged to exercise due diligence when hiring a pumping and/or waste hauling contractor. The list is based upon information available at the time and may not include every company offering such services.

| Hauler Name              | Contact Information |
|--------------------------|---------------------|
| All Valley Environmental | 559-498-8378        |
| Lend Environmental       | 818-698-4252        |
| Dar Pro Solutions        | 855-327-7761        |

### 7.5 Legal Authority

The City's municipal code provides the City the authority to prohibit grease disposal into the City's sewer system. Section 15-2.1b states specifically, *"It shall be a misdemeanor for any person to discharge waste drainage containing sand, grease, oil or sludge except through a trap or settling box sufficient to prevent the sand, grease, oil or sludge from being carried into the sewer system. These traps and settling boxes shall be kept clean and in sufficient repair at all times by the owner of the property. It shall be a misdemeanor to disconnect or bypass a trap or settling box so provided in a manner which might cause drainage to be discharged directly into the sewer system and frustrate the purpose of this section in requiring the provision of traps or settling boxes. Where a trap or settling box is provided and so disconnected or bypassed, it shall be presumed that the person or entity discharging the drainage is responsible for the disconnection or bypass."*

### 7.6 Grease Interceptors

As stated above, Section 15-2.1 of the municipal code does require traps or settling boxes to prevent sand, grease, oil or sludge from being carried into the sewer system. The City is currently reviewing and revising portions of Chapter 15-2 to provide specific applications requiring interceptors and requirements for sizing, installation, cleaning and maintenance of interceptors. A copy of the proposed additions to the municipal code is attached in Appendix D.

The City's Improvement Standards also require grease interceptors be provided for any facility whose operation will result in oil, grease, sand or other solids being discharged into the City's sanitary sewer system. Additionally, interceptors or provisions to install future interceptors must be provided on all commercial/industrial shell buildings. The Improvement Standards also require the interceptors conform to Sections 708 and 711 of the Uniform Plumbing Code and be constructed outside the building where they can be easily inspected for proper operation by the City.

## **7.7 Inspection Authority**

Section 15-2.6 of the City's municipal code provides the City authority to inspect all sewage lines or other plumbing which is designed to be connected to the city sewage lines during the course of construction. Section 15-2.1.1 provides the authority for the City to conduct testing on any waste, wastewater, water or other substance being discharged into the City's sewer system for the purpose of determining whether it complies with the applicable requirements, standards and criteria in the City's municipal code or in any other applicable Federal, State or local laws, rules, codes or regulations.

The City is currently reviewing and revising portions of Chapter 15-2 to provide specific requirements for cleaning, maintenance and inspection of interceptors. A copy of the proposed additions to the Municipal Code is attached in Appendix D.

## **7.8 Enforcement Authority**

Section 15-4 of the City's municipal code states, *"Any person committing any act declared by this chapter to be a misdemeanor shall be liable, after conviction, to the penalty state in Chapter 1, Section 1-5."* Section 1-5 of Chapter 1 describes the general penalties, continuing violations and administrative citations and penalties along with the process for issuing, appealing and collecting penalties. Section 1-5.4 provides for abatement of public nuisances. Section 1-5.5.12 provides the authority for the police chief, fire chief and their respective designated deputies, assistants or employees, the public works director and the building inspector to issue administrative citations. A copy of Chapter 1 of the municipal Code is provided in Appendix C.

The City is currently reviewing and revising portions of Chapter 15-2 to provide specific enforcement policies and procedures to enforce regulations as may be necessary for safe, economical and efficient management and protection of the City sewage system, sewage treatment and disposal works. A copy of the proposed additions to the municipal code is attached in Appendix D.

## **7.9 Identification of Hot Spots**

As a result of complaints or SSOs and the resulting investigations, the City has identified specific sections of the sewer system that are subject to blockages. Occasionally these blockages are caused by FOG. As an area is identified it is added to the schedule for routine cleaning and maintenance, as discussed in Section 4.3 of this plan. This has proven to be an effective method for reducing blockages and subsequent SSOs resulting from FOG. The City will continue to address any new hot spots in the same manner.

## **7.10 Source Control**

The City provides educational information to customers as discussed above and in Section 11.2 of this plan, to control FOG at the source. Another method of source control utilized by the City is the identification and regular cleaning and maintenance of hot spots as discussed above.

Presently the City's inspection schedule for grease removal devices is more reactive than proactive with known problem areas receiving more attention. With recent budget cuts and elimination of staff positions, it is difficult to maintain a routine proactive inspection schedule. As funding becomes available, the City will pursue the implementation of a more defined inspection schedule of grease generating facilities.

Inspections of all grease removal devices are also inspected initially during the construction process.

## **7.11 Public Outreach**

Residential outreach is also an important element for reducing the amount of FOG entering the collection system. While requiring residential grease traps and interceptors is not feasible, education is possible. The City is currently developing a flyer that contains multiple topics including proper disposal of grease. This flyer will be evaluated and modified based upon the needs of the City. The City's flyer development and distribution will occur as an ongoing process, as needed. The goal of the City regarding residential outreach is to distribute "door-hanger" flyers to High Maintenance Areas (HMA's) and distribute a general flyer in sewer bills once every 24 months, or sooner if needed.

Flyers intended for utility bill distribution will involve multiple topics in addition to FOG in order to provide public education in an economically-feasible manner. For example, a flyer may incorporate FOG information in addition to proper disposal methods for pharmaceuticals.

## Section 8 - System Evaluation and Capacity Assurance Plan

### 8.1 Requirements

The Enrollee shall prepare and implement a capital improvement plan that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions as well as the appropriate design storm or wet weather event. At a minimum the plan must include:

- a) Evaluation: Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape the system) associated with conditions similar to those causing overflow events estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events.
- b) Design Criteria: Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and
- c) Capacity Enhancement Measures: The steps needed to establish a short and long term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, III reduction, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.
- d) Schedule: The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a) -(c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements.

### 8.2 Capacity Evaluation

The Sanitary Sewer Collection System Master Plan (Master Plan) was prepared for the City of Firebaugh (City) to assess the City's sanitary sewer collection system, provide guidance to the City on mitigating existing system deficiencies and make recommendations on how to provide additional capacity to accommodate future development as identified in the 2030 Firebaugh General Plan Update (General Plan) prepared in 2006.

Specific objectives of the Master Plan include:

- Evaluate existing system capacity.
- Identify and make capital improvements and recommendations to mitigate identified



existing deficiencies.

- Identify capital improvements needed to meet future development consistent with the General Plan.

The City does not experience increased peak flow conditions during wet weather. This is substantiated by the influent records kept at the wastewater treatment plant. The following table shows the influent daily average by month for the period of October 2021 through October 2022.

**Table 8-1 Influent Daily Average by Month**

| Month         | Million Gallons/Day |
|---------------|---------------------|
| October 2021  | 0.587               |
| November 2021 | 0.557               |
| December 2021 | 0.557               |

| Month          | Million Gallons/Day |
|----------------|---------------------|
| January 2022   | 0.548               |
| February 2022  | 0.487               |
| March 2022     | 0.527               |
| April 2022     | 0.555               |
| May 2022       | 0.533               |
| June 2022      | 0.558               |
| July 2022      | 0.558               |
| August 2022    | 0.558               |
| September 2022 | 0.581               |
| October 2022   | 0.554               |

The following areas were noted and identified in the 2006 Master Sewer Plan as either experiencing pipe surcharging and/or the sewer lines as being undersized. The City was experiencing periodic SSOs in the areas below and listed in the 2010 SSMP:

- "P" Street between Clyde Fannon Road and Yip Street
- Mendoza Street
- Allardt Street
- "M" Street from Fifteenth Street to Eighth Street

The area most affected by SSOs were the "P" Street, Mendoza Street and Allardt Street area. This area is at the upstream end of a sewer collecting branch where pipelines are very shallow and apparently undersized. In addition, excessive disposal of cooking oils in these lines contributes to the system overflowing approximately 10 times per year.

The "M" Street area has a similar but less pronounced problem, with SSOs occurring approximately 3 times per year.

Since the development of the 2010 SSMP the City has completed recommended Capital Improvement Projects that were identified in the Sewer Master Plan to alleviate pipe surcharging and increase line capacity. The SSO issues the City was experiencing on "P" Street, Mendoza Street and Allardt Street have been remedied by the completion of the recommended projects in the Sewer Master Plan.

Another area of concern is the 6 inch sewer line that serves the Rebeci Trailer Court off of Highway 33. The City frequently responds to collection line blockages in this area. City staff will investigate by using CCTV equipment while working conjunctively with the Engineering Department.

### **8.3 Design Criteria**

The City's Standard Specifications provide design criteria for new construction of sewer facilities including design flow rates, peaking factors, pipe material, minimum pipe size and minimum slopes for various pipe sizes. Minimum slopes are intended to provide velocities of not less than 2.0 feet per second when flowing full based on Manning's equation utilizing an "n" value of 0.013.

To the extent possible, the design criteria established by the Standard Specifications is utilized for replacement of existing sewer facilities. The City does not have specific design criteria for replacement or repair of existing sewer facilities. Each repair or replacement project will be evaluated individually to determine the best design to handle design flow rates as specified in the Standard Specifications.

### **8.4 Capacity Enhancement Measures and Schedule**

The sewer system evaluation identified modifications that when implemented should essentially resolve all capacity issues. Many of the recommendations have been completed to date, while some projects will take place as funding opportunities arise others will take place as the City sees new development.

Currently the City has started a Sewer Line Replacement Project on the line between 8<sup>th</sup> and 9<sup>th</sup> Street and between "N" Street and "O" Street. This project will upsize the sewer line from 6 inch to 8 inch increasing flow capacity. Two new manholes will replace existing failing manholes.

### **8.5 Monitoring and Reporting Plan Requirements**

All changes to this Element of the SSMP and all sections must be recorded along with the date and person responsible for the changes on the SSMP Change Log (MRP section E.3.) attached and person responsible for the changes on the SSMP Change Log (MRP section E.3.) attached as an appendix to the SSMP.

## **Section 9 - Monitoring, Measurement, and Program Modifications**

### **9.1 Requirements**

The Enrollee shall:

- a) Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
- b) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
- c) Assess the success of the preventive maintenance program;
- d) Update program elements, as appropriate, based on monitoring or performance evaluations; and
- e) Identify and illustrate SSO trends, including: frequency, location, and volume.

### **9.2 Monitoring and Measuring**

The City currently monitors the following items through regular written reports:

- Number, cause and locations of blockages.
- Number and location of blockages due to FOG.
- Number, cause, location and volume of SSOs.
- Number and location of SSOs due to FOG.
- Total number and volume of SSOs.
- Number of mainline blockages.
- Response time. Responding crew, arrival time and completion time.
- Date, length of pipe cleaned and debris found.
- Number and cause of pump station failures.

### **9.3 SSMP Modifications**

The SSMP will need to be updated periodically to maintain current information and adjust the specific programs as necessary. The Public Works Director will review the above listed information at least annually to assess the effectiveness of the various elements of the SSMP. Significant information, such as contact numbers, names, chain of communication, etc. will be updated as required. The annual assessments or audits will be utilized to determine whether additional changes need to be made to the SSMP.

Every five years the plan will be thoroughly reviewed and updated, taking into account the annual assessments, as required by the SWRCB.

### **9.4 Monitoring and Reporting Plan Requirements**

The September 2013 MRP added an additional requirement related to the program modifications issue. The 2013 MRP states: "Records documenting all changes made to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP."

These changes may relate to the results of the system's performance evaluation. Other changes may be enacted by an Enrollee after an SSMP audit is performed. The changes are to be documented, whenever they are made, as described in the MRP. An Enrollee may easily keep these actions and changes documented through the use of a simple "Change Log" that may provide a brief description and date of any SSMP changes, as an appendix to the SSMP.

## **Section 10 - Program Audits**

### **10.1 Requirements**

As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in this plan, including identification of any deficiencies in the SSMP and steps to correct them.

### **10.2 SSMP Audits**

The Public Works Director will work with the Engineering department to conduct required audit of the SSMP at least every two years as required by the SWRCB. As a result of these audits a report will be prepared detailing the progress, success and deficiencies of the SSMP including:

- Progress on development of SSMP elements,
- Review of annual assessments (Section 9.3),
- Effectiveness of implementing SSMP elements,
- Description of improvements made to the sewer system in the past two years,
- Description of planned improvements to the sewer system for the upcoming two years with a proposed schedule for implementation.

A copy of the completed audit will be kept on file with the SSMP as required by the SWRCB.

## **Section 11 - Communication Program**

### **11.1 Requirements**

The enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.

The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system.

### **11.2 Communication with Public**

The City informs the public of City activities through a number of different media. The home page of the City's ([www.ci.firebaugh.ca.us](http://www.ci.firebaugh.ca.us)) website will be modified in the near future so that it provides links to the various departments of the City. The City's website will be an effective communication tool for reaching the community with tips for reducing blockages, clean-up of outdoor spills and proper disposal of clean-up materials, grease and oil and household chemicals.

The City's website will be regularly updated to provide information on the development, implementation and performance of their SSMP. The opportunity for public input will be available through contact information provided on the site.

Other communication tools utilized by the City include periodic notices sent with the utility bills, poster and brochures available at City Hall and mailed to residents as necessary, or personal contact when appropriate.

The completed SSMP will be approved by the City Council during a public city council meeting. Copies of the SSMP will be available at the Public Works Department.

### **11.3 Communication with Stakeholders**

Additional communications with stakeholders such as developers, restaurant owners and users with the potential for large discharges is provided through the City's Standard Specifications, general correspondence and inspections.

### **11.4 Communication with Satellite Systems**

The only satellite sewer system discharging to the City's system is the East Side Acres area located East of the San Joaquin River and East of the City. This small system discharges directly to the wastewater treatment plant through a force main and does not impact the City's sewer collection system.

## **Section 12 - SSMP Completion and Certification**

### **12.1 Requirements**

Both the SSMP and the Enrollee's program to implement the SSMP must be certified by the Enrollee to be in compliance with the requirements set forth above and must be presented to the Enrollee's governing board for approval at a public meeting. The Enrollee shall certify that the SSMP, and subparts thereof, are in compliance with the general WDRs within the time frames identified in the time schedule provided in the Introduction.

In order to complete this certification, the Enrollee's authorized representative must complete the certification portion in the Online SSO Database Questionnaire by checking the appropriate milestone box, printing and signing the automated form, and sending the form to the State Water Board.

### **12.2 Completion and Approval**

The completed SSMP was presented to the City Council for approval at a public hearing on May 03, 2010. After the review period, the City Council approved the completed plan as fully implemented and in compliance with the terms of the general waste discharge requirements on May 03, 2010 by Resolution No. 10-15.

### **12.3 Certification**

The SSMP was certified through the certification portion in the Online SSO Database Questionnaire. The form was then printed and signed by the authorized representative and mailed to the State Water Board. Copies of resolutions and certification forms are contained in Appendix E.



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## Appendix A

**STATE WATER RESOURCES CONTROL BOARD  
ORDER NO. 2006-0003-DWQ**

**STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS  
FOR  
SANITARY SEWER SYSTEMS**

The State Water Resources Control Board, hereinafter referred to as "State Water Board", finds that:

1. All federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to comply with the terms of this Order. Such entities are hereinafter referred to as "Enrollees".
2. Sanitary sewer overflows (SSOs) are overflows from sanitary sewer systems of domestic wastewater, as well as industrial and commercial wastewater, depending on the pattern of land uses in the area served by the sanitary sewer system. SSOs often contain high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen-demanding organic compounds, oil and grease and other pollutants. SSOs may cause a public nuisance, particularly when raw untreated wastewater is discharged to areas with high public exposure, such as streets or surface waters used for drinking, fishing, or body contact recreation. SSOs may pollute surface or ground waters, threaten public health, adversely affect aquatic life, and impair the recreational use and aesthetic enjoyment of surface waters.
3. Sanitary sewer systems experience periodic failures resulting in discharges that may affect waters of the state. There are many factors (including factors related to geology, design, construction methods and materials, age of the system, population growth, and system operation and maintenance), which affect the likelihood of an SSO. A proactive approach that requires Enrollees to ensure a system-wide operation, maintenance, and management plan is in place will reduce the number and frequency of SSOs within the state. This approach will in turn decrease the risk to human health and the environment caused by SSOs.
4. Major causes of SSOs include: grease blockages, root blockages, sewer line flood damage, manhole structure failures, vandalism, pump station mechanical failures, power outages, excessive storm or ground water inflow/infiltration, debris blockages, sanitary sewer system age and construction material failures, lack of proper operation and maintenance, insufficient capacity and contractor-caused damages. Many SSOs are preventable with adequate and appropriate facilities, source control measures and operation and maintenance of the sanitary sewer system.

### **SEWER SYSTEM MANAGEMENT PLANS**

5. To facilitate proper funding and management of sanitary sewer systems, each Enrollee must develop and implement a system-specific Sewer System Management Plan (SSMP). To be effective, SSMPs must include provisions to provide proper and efficient management, operation, and maintenance of sanitary sewer systems, while taking into consideration risk management and cost benefit analysis. Additionally, an SSMP must contain a spill response plan that establishes standard procedures for immediate response to an SSO in a manner designed to minimize water quality impacts and potential nuisance conditions.
6. Many local public agencies in California have already developed SSMPs and implemented measures to reduce SSOs. These entities can build upon their existing efforts to establish a comprehensive SSMP consistent with this Order. Others, however, still require technical assistance and, in some cases, funding to improve sanitary sewer system operation and maintenance in order to reduce SSOs.
7. SSMP certification by technically qualified and experienced persons can provide a useful and cost-effective means for ensuring that SSMPs are developed and implemented appropriately.
8. It is the State Water Board's intent to gather additional information on the causes and sources of SSOs to augment existing information and to determine the full extent of SSOs and consequent public health and/or environmental impacts occurring in the State.
9. Both uniform SSO reporting and a centralized statewide electronic database are needed to collect information to allow the State Water Board and Regional Water Quality Control Boards (Regional Water Boards) to effectively analyze the extent of SSOs statewide and their potential impacts on beneficial uses and public health. The monitoring and reporting program required by this Order and the attached Monitoring and Reporting Program No. 2006-0003-DWQ, are necessary to assure compliance with these waste discharge requirements (WDRs).
10. Information regarding SSOs must be provided to Regional Water Boards and other regulatory agencies in a timely manner and be made available to the public in a complete, concise, and timely fashion.
11. Some Regional Water Boards have issued WDRs or WDRs that serve as National Pollution Discharge Elimination System (NPDES) permits to sanitary sewer system owners/operators within their jurisdictions. This Order establishes minimum requirements to prevent SSOs. Although it is the State Water Board's intent that this Order be the primary regulatory mechanism for sanitary sewer systems statewide, Regional Water Boards may issue more stringent or more

prescriptive WDRs for sanitary sewer systems. Upon issuance or reissuance of a Regional Water Board's WDRs for a system subject to this Order, the Regional Water Board shall coordinate its requirements with stated requirements within this Order, to identify requirements that are more stringent, to remove requirements that are less stringent than this Order, and to provide consistency in reporting.

## **REGULATORY CONSIDERATIONS**

12. California Water Code section 13263 provides that the State Water Board may prescribe general WDRs for a category of discharges if the State Water Board finds or determines that:

- The discharges are produced by the same or similar operations;
- The discharges involve the same or similar types of waste;
- The discharges require the same or similar treatment standards; and
- The discharges are more appropriately regulated under general discharge requirements than individual discharge requirements.

This Order establishes requirements for a class of operations, facilities, and discharges that are similar throughout the state.

13. The issuance of general WDRs to the Enrollees will:

- a) Reduce the administrative burden of issuing individual WDRs to each Enrollee;
- b) Provide for a unified statewide approach for the reporting and database tracking of SSOs;
- c) Establish consistent and uniform requirements for SSMP development and implementation;
- d) Provide statewide consistency in reporting; and
- e) Facilitate consistent enforcement for violations.

14. The beneficial uses of surface waters that can be impaired by SSOs include, but are not limited to, aquatic life, drinking water supply, body contact and non-contact recreation, and aesthetics. The beneficial uses of ground water that can be impaired include, but are not limited to, drinking water and agricultural supply. Surface and ground waters throughout the state support these uses to varying degrees.

15. The implementation of requirements set forth in this Order will ensure the reasonable protection of past, present, and probable future beneficial uses of water and the prevention of nuisance. The requirements implement the water quality control plans (Basin Plans) for each region and take into account the environmental characteristics of hydrographic units within the state. Additionally, the State Water Board has considered water quality conditions that could reasonably be achieved through the coordinated control of all factors that affect

water quality in the area, costs associated with compliance with these requirements, the need for developing housing within California, and the need to develop and use recycled water.

16. The Federal Clean Water Act largely prohibits any discharge of pollutants from a point source to waters of the United States except as authorized under an NPDES permit. In general, any point source discharge of sewage effluent to waters of the United States must comply with technology-based, secondary treatment standards, at a minimum, and any more stringent requirements necessary to meet applicable water quality standards and other requirements. Hence, the unpermitted discharge of wastewater from a sanitary sewer system to waters of the United States is illegal under the Clean Water Act. In addition, many Basin Plans adopted by the Regional Water Boards contain discharge prohibitions that apply to the discharge of untreated or partially treated wastewater. Finally, the California Water Code generally prohibits the discharge of waste to land prior to the filing of any required report of waste discharge and the subsequent issuance of either WDRs or a waiver of WDRs.
17. California Water Code section 13263 requires a water board to, after any necessary hearing, prescribe requirements as to the nature of any proposed discharge, existing discharge, or material change in an existing discharge. The requirements shall, among other things, take into consideration the need to prevent nuisance.
18. California Water Code section 13050, subdivision (m), defines nuisance as anything which meets all of the following requirements:
  - a. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
  - b. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
  - c. Occurs during, or as a result of, the treatment or disposal of wastes.
19. This Order is consistent with State Water Board Resolution No. 68-16 (Statement of Policy with Respect to Maintaining High Quality of Waters in California) in that the Order imposes conditions to prevent impacts to water quality, does not allow the degradation of water quality, will not unreasonably affect beneficial uses of water, and will not result in water quality less than prescribed in State Water Board or Regional Water Board plans and policies.
20. The action to adopt this General Order is exempt from the California Environmental Quality Act (Public Resources Code §21000 et seq.) because it is an action taken by a regulatory agency to assure the protection of the environment and the regulatory process involves procedures for protection of the environment. (Cal. Code Regs., tit. 14, §15308). In addition, the action to adopt

this Order is exempt from CEQA pursuant to Cal.Code Regs., title 14, §15301 to the extent that it applies to existing sanitary sewer collection systems that constitute “existing facilities” as that term is used in Section 15301, and §15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

21. The Fact Sheet, which is incorporated by reference in the Order, contains supplemental information that was also considered in establishing these requirements.
22. The State Water Board has notified all affected public agencies and all known interested persons of the intent to prescribe general WDRs that require Enrollees to develop SSMPs and to report all SSOs.
23. The State Water Board conducted a public hearing on February 8, 2006, to receive oral and written comments on the draft order. The State Water Board received and considered, at its May 2, 2006, meeting, additional public comments on substantial changes made to the proposed general WDRs following the February 8, 2006, public hearing. The State Water Board has considered all comments pertaining to the proposed general WDRs.

**IT IS HEREBY ORDERED**, that pursuant to California Water Code section 13263, the Enrollees, their agents, successors, and assigns, in order to meet the provisions contained in Division 7 of the California Water Code and regulations adopted hereunder, shall comply with the following:

#### **A. DEFINITIONS**

1. **Sanitary sewer overflow (SSO)** - Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include:
  - (i) Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;
  - (ii) Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and
  - (iii) Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.
2. **Sanitary sewer system** – Any system of pipes, pump stations, sewer lines, or other conveyances, upstream of a wastewater treatment plant headworks used to collect and convey wastewater to the publicly owned treatment facility. Temporary storage and conveyance facilities (such as vaults, temporary piping, construction trenches, wet wells, impoundments, tanks, etc.) are considered to be part of the sanitary sewer system, and discharges into these temporary storage facilities are not considered to be SSOs.

For purposes of this Order, sanitary sewer systems include only those systems owned by public agencies that are comprised of more than one mile of pipes or sewer lines.

3. **Enrollee** - A federal or state agency, municipality, county, district, and other public entity that owns or operates a sanitary sewer system, as defined in the general WDRs, and that has submitted a complete and approved application for coverage under this Order.
4. **SSO Reporting System** – Online spill reporting system that is hosted, controlled, and maintained by the State Water Board. The web address for this site is <http://ciwqs.waterboards.ca.gov>. This online database is maintained on a secure site and is controlled by unique usernames and passwords.
5. **Untreated or partially treated wastewater** – Any volume of waste discharged from the sanitary sewer system upstream of a wastewater treatment plant headworks.
6. **Satellite collection system** – The portion, if any, of a sanitary sewer system owned or operated by a different public agency than the agency that owns and operates the wastewater treatment facility to which the sanitary sewer system is tributary.
7. **Nuisance** - California Water Code section 13050, subdivision (m), defines nuisance as anything which meets all of the following requirements:
  - a. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
  - b. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
  - c. Occurs during, or as a result of, the treatment or disposal of wastes.

## **B. APPLICATION REQUIREMENTS**

1. **Deadlines for Application** – All public agencies that currently own or operate sanitary sewer systems within the State of California must apply for coverage under the general WDRs within six (6) months of the date of adoption of the general WDRs. Additionally, public agencies that acquire or assume responsibility for operating sanitary sewer systems after the date of adoption of this Order must apply for coverage under the general WDRs at least three (3) months prior to operation of those facilities.
2. **Applications under the general WDRs** – In order to apply for coverage pursuant to the general WDRs, a legally authorized representative for each agency must submit a complete application package. Within sixty (60) days of adoption of the general WDRs, State Water Board staff will send specific instructions on how to



apply for coverage under the general WDRs to all known public agencies that own sanitary sewer systems. Agencies that do not receive notice may obtain applications and instructions online on the Water Board's website.

3. Coverage under the general WDRs – Permit coverage will be in effect once a complete application package has been submitted and approved by the State Water Board's Division of Water Quality.

### **C. PROHIBITIONS**

1. Any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.
2. Any SSO that results in a discharge of untreated or partially treated wastewater that creates a nuisance as defined in California Water Code Section 13050(m) is prohibited.

### **D. PROVISIONS**

1. The Enrollee must comply with all conditions of this Order. Any noncompliance with this Order constitutes a violation of the California Water Code and is grounds for enforcement action.
2. It is the intent of the State Water Board that sanitary sewer systems be regulated in a manner consistent with the general WDRs. Nothing in the general WDRs shall be:
  - (i) Interpreted or applied in a manner inconsistent with the Federal Clean Water Act, or supersede a more specific or more stringent state or federal requirement in an existing permit, regulation, or administrative/judicial order or Consent Decree;
  - (ii) Interpreted or applied to authorize an SSO that is illegal under either the Clean Water Act, an applicable Basin Plan prohibition or water quality standard, or the California Water Code;
  - (iii) Interpreted or applied to prohibit a Regional Water Board from issuing an individual NPDES permit or WDR, superseding this general WDR, for a sanitary sewer system, authorized under the Clean Water Act or California Water Code; or
  - (iv) Interpreted or applied to supersede any more specific or more stringent WDRs or enforcement order issued by a Regional Water Board.
3. The Enrollee shall take all feasible steps to eliminate SSOs. In the event that an SSO does occur, the Enrollee shall take all feasible steps to contain and mitigate the impacts of an SSO.
4. In the event of an SSO, the Enrollee shall take all feasible steps to prevent untreated or partially treated wastewater from discharging from storm drains into

flood control channels or waters of the United States by blocking the storm drainage system and by removing the wastewater from the storm drains.

5. All SSOs must be reported in accordance with Section G of the general WDRs.
6. In any enforcement action, the State and/or Regional Water Boards will consider the appropriate factors under the duly adopted State Water Board Enforcement Policy. And, consistent with the Enforcement Policy, the State and/or Regional Water Boards must consider the Enrollee's efforts to contain, control, and mitigate SSOs when considering the California Water Code Section 13327 factors. In assessing these factors, the State and/or Regional Water Boards will also consider whether:
  - (i) The Enrollee has complied with the requirements of this Order, including requirements for reporting and developing and implementing a SSMP;
  - (ii) The Enrollee can identify the cause or likely cause of the discharge event;
  - (iii) There were no feasible alternatives to the discharge, such as temporary storage or retention of untreated wastewater, reduction of inflow and infiltration, use of adequate backup equipment, collecting and hauling of untreated wastewater to a treatment facility, or an increase in the capacity of the system as necessary to contain the design storm event identified in the SSMP. It is inappropriate to consider the lack of feasible alternatives, if the Enrollee does not implement a periodic or continuing process to identify and correct problems.
  - (iv) The discharge was exceptional, unintentional, temporary, and caused by factors beyond the reasonable control of the Enrollee;
  - (v) The discharge could have been prevented by the exercise of reasonable control described in a certified SSMP for:
    - Proper management, operation and maintenance;
    - Adequate treatment facilities, sanitary sewer system facilities, and/or components with an appropriate design capacity, to reasonably prevent SSOs (e.g., adequately enlarging treatment or collection facilities to accommodate growth, infiltration and inflow (I/I), etc.);
    - Preventive maintenance (including cleaning and fats, oils, and grease (FOG) control);
    - Installation of adequate backup equipment; and
    - Inflow and infiltration prevention and control to the extent practicable.
  - (vi) The sanitary sewer system design capacity is appropriate to reasonably prevent SSOs.

- (vii) The Enrollee took all reasonable steps to stop and mitigate the impact of the discharge as soon as possible.
7. When a sanitary sewer overflow occurs, the Enrollee shall take all feasible steps and necessary remedial actions to 1) control or limit the volume of untreated or partially treated wastewater discharged, 2) terminate the discharge, and 3) recover as much of the wastewater discharged as possible for proper disposal, including any wash down water.

The Enrollee shall implement all remedial actions to the extent they may be applicable to the discharge and not inconsistent with an emergency response plan, including the following:

- (i) Interception and rerouting of untreated or partially treated wastewater flows around the wastewater line failure;
  - (ii) Vacuum truck recovery of sanitary sewer overflows and wash down water;
  - (iii) Cleanup of debris at the overflow site;
  - (iv) System modifications to prevent another SSO at the same location;
  - (v) Adequate sampling to determine the nature and impact of the release; and
  - (vi) Adequate public notification to protect the public from exposure to the SSO.
8. The Enrollee shall properly, manage, operate, and maintain all parts of the sanitary sewer system owned or operated by the Enrollee, and shall ensure that the system operators (including employees, contractors, or other agents) are adequately trained and possess adequate knowledge, skills, and abilities.
9. The Enrollee shall allocate adequate resources for the operation, maintenance, and repair of its sanitary sewer system, by establishing a proper rate structure, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures. These procedures must be in compliance with applicable laws and regulations and comply with generally acceptable accounting practices.
10. The Enrollee shall provide adequate capacity to convey base flows and peak flows, including flows related to wet weather events. Capacity shall meet or exceed the design criteria as defined in the Enrollee's System Evaluation and Capacity Assurance Plan for all parts of the sanitary sewer system owned or operated by the Enrollee.
11. The Enrollee shall develop and implement a written Sewer System Management Plan (SSMP) and make it available to the State and/or Regional Water Board upon request. A copy of this document must be publicly available at the Enrollee's office and/or available on the Internet. This SSMP must be approved by the Enrollee's governing board at a public meeting.

12. In accordance with the California Business and Professions Code sections 6735, 7835, and 7835.1, all engineering and geologic evaluations and judgments shall be performed by or under the direction of registered professionals competent and proficient in the fields pertinent to the required activities. Specific elements of the SSMP that require professional evaluation and judgments shall be prepared by or under the direction of appropriately qualified professionals, and shall bear the professional(s)' signature and stamp.
13. The mandatory elements of the SSMP are specified below. However, if the Enrollee believes that any element of this section is not appropriate or applicable to the Enrollee's sanitary sewer system, the SSMP program does not need to address that element. The Enrollee must justify why that element is not applicable. The SSMP must be approved by the deadlines listed in the SSMP Time Schedule below.

### **Sewer System Management Plan (SSMP)**

- (i) **Goal:** The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that do occur.
- (ii) **Organization:** The SSMP must identify:
  - (a) The name of the responsible or authorized representative as described in Section J of this Order.
  - (b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
  - (c) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).
- (iii) **Legal Authority:** Each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:
  - (a) Prevent illicit discharges into its sanitary sewer system (examples may include I/I, stormwater, chemical dumping, unauthorized debris and cut roots, etc.);

- (b) Require that sewers and connections be properly designed and constructed;
  - (c) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
  - (d) Limit the discharge of fats, oils, and grease and other debris that may cause blockages, and
  - (e) Enforce any violation of its sewer ordinances.
- (iv) **Operation and Maintenance Program.** The SSMP must include those elements listed below that are appropriate and applicable to the Enrollee's system:
- (a) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities;
  - (b) Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;
  - (c) Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;
  - (d) Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained; and

- (e) Provide equipment and replacement part inventories, including identification of critical replacement parts.

(v) **Design and Performance Provisions:**

- (a) Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and
- (b) Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

(vi) **Overflow Emergency Response Plan** - Each Enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- (a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
- (b) A program to ensure an appropriate response to all overflows;
- (c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the MRP. All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;
- (d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
- (e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
- (f) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

(vii) **FOG Control Program:** Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification for why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

- (a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
- (b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
- (c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
- (d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
- (e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
- (f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
- (g) Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

(viii) **System Evaluation and Capacity Assurance Plan:** The Enrollee shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:

- (a) **Evaluation:** Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs



that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;

- (b) **Design Criteria:** Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and
  - (c) **Capacity Enhancement Measures:** The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.
  - (d) **Schedule:** The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a)-(c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14.
- (ix) **Monitoring, Measurement, and Program Modifications:** The Enrollee shall:
- (a) Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
  - (b) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
  - (c) Assess the success of the preventative maintenance program;
  - (d) Update program elements, as appropriate, based on monitoring or performance evaluations; and
  - (e) Identify and illustrate SSO trends, including: frequency, location, and volume.
- (x) **SSMP Program Audits** - As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the

Enrollee's compliance with the SSMP requirements identified in this subsection (D.13), including identification of any deficiencies in the SSMP and steps to correct them.

- (xi) **Communication Program** – The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.

The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system.

14. Both the SSMP and the Enrollee's program to implement the SSMP must be certified by the Enrollee to be in compliance with the requirements set forth above and must be presented to the Enrollee's governing board for approval at a public meeting. The Enrollee shall certify that the SSMP, and subparts thereof, are in compliance with the general WDRs within the time frames identified in the time schedule provided in subsection D.15, below.

In order to complete this certification, the Enrollee's authorized representative must complete the certification portion in the Online SSO Database Questionnaire by checking the appropriate milestone box, printing and signing the automated form, and sending the form to:

State Water Resources Control Board  
Division of Water Quality  
Attn: SSO Program Manager  
P.O. Box 100  
Sacramento, CA 95812

The SSMP must be updated every five (5) years, and must include any significant program changes. Re-certification by the governing board of the Enrollee is required in accordance with D.14 when significant updates to the SSMP are made. To complete the re-certification process, the Enrollee shall enter the data in the Online SSO Database and mail the form to the State Water Board, as described above.

15. The Enrollee shall comply with these requirements according to the following schedule. This time schedule does not supersede existing requirements or time schedules associated with other permits or regulatory requirements.

**Sewer System Management Plan Time Schedule**

| Task and<br>Associated Section  | Completion Date                               |   |  |  |
|---|---|---|--|--|
|   | Population ><br>100,000                       | Population<br>between 100,000<br>and 10,000   | Population<br>between 10,000<br>and 2,500        | Population <<br>2,500                            |
| Application for Permit<br>Coverage<br><b>Section C</b>                              | 6 months after WDRs Adoption                  |   |  |  |
| Reporting Program<br><b>Section G</b>   | 6 months after WDRs Adoption <sup>1</sup>     |   |  |  |
| SSMP Development<br>Plan and Schedule<br><b>No specific Section</b>                 | 9 months after<br>WDRs Adoption <sup>2</sup>  | 12 months after<br>WDRs Adoption <sup>2</sup> | 15 months after<br>WDRs<br>Adoption <sup>2</sup> | 18 months after<br>WDRs<br>Adoption <sup>2</sup> |
| Goals and<br>Organization Structure<br><b>Section D 13 (i) &amp; (ii)</b>           | 12 months after WDRs Adoption <sup>2</sup>    |   | 18 months after WDRs Adoption <sup>2</sup>       |  |
| Overflow Emergency<br>Response Program<br><b>Section D 13 (vi)</b>                  | 24 months after<br>WDRs Adoption <sup>2</sup> | 30 months after<br>WDRs Adoption <sup>2</sup> | 36 months after<br>WDRs<br>Adoption <sup>2</sup> | 39 months after<br>WDRs<br>Adoption <sup>2</sup> |
| Legal Authority<br><b>Section D 13 (iii)</b>  |   |   |  |  |
| Operation and<br>Maintenance Program<br><b>Section D 13 (iv)</b>                    |   |   |  |  |
| Grease Control<br>Program<br><b>Section D 13 (vii)</b>                              |   |   |  |  |
| Design and<br>Performance<br><b>Section D 13 (v)</b>                                | 36 months after<br>WDRs Adoption              | 39 months after<br>WDRs Adoption              | 48 months after<br>WDRs Adoption                 | 51 months after<br>WDRs Adoption                 |
| System Evaluation and<br>Capacity Assurance<br>Plan<br><b>Section D 13 (viii)</b>   |   |   |  |  |
| Final SSMP,<br>incorporating all of the<br>SSMP requirements<br><b>Section D 13</b> |   |   |  |  |

1. In the event that by July 1, 2006 the Executive Director is able to execute a memorandum of agreement (MOA) with the California Water Environment Association (CWEA) or discharger representatives outlining a strategy and time schedule for CWEA or another entity to provide statewide training on the adopted monitoring program, SSO database electronic reporting, and SSMP development, consistent with this Order, then the schedule of Reporting Program Section G shall be replaced with the following schedule:

| Reporting Program<br><b>Section G</b> |                               |
|---------------------------------------|-------------------------------|
| Regional Boards 4, 8,<br>and 9        | 8 months after WDRs Adoption  |
| Regional Boards 1, 2,<br>and 3        | 12 months after WDRs Adoption |
| Regional Boards 5, 6,<br>and 7        | 16 months after WDRs Adoption |

If this MOU is not executed by July 1, 2006, the reporting program time schedule will remain six (6) months for all regions and agency size categories.

2. In the event that the Executive Director executes the MOA identified in note 1 by July 1, 2006, then the deadline for this task shall be extended by six (6) months. The time schedule identified in the MOA must be consistent with the extended time schedule provided by this note. If the MOA is not executed by July 1, 2006, the six (6) month time extension will not be granted.

#### **E. WDRs and SSMP AVAILABILITY**

1. A copy of the general WDRs and the certified SSMP shall be maintained at appropriate locations (such as the Enrollee's offices, facilities, and/or Internet homepage) and shall be available to sanitary sewer system operating and maintenance personnel at all times.

#### **F. ENTRY AND INSPECTION**

1. The Enrollee shall allow the State or Regional Water Boards or their authorized representative, upon presentation of credentials and other documents as may be required by law, to:
  - a. Enter upon the Enrollee's premises where a regulated facility or activity is located or conducted, or where records are kept under the conditions of this Order;
  - b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Order;

- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order; and
- d. Sample or monitor at reasonable times, for the purposes of assuring compliance with this Order or as otherwise authorized by the California Water Code, any substances or parameters at any location.

## **G. GENERAL MONITORING AND REPORTING REQUIREMENTS**

1. The Enrollee shall furnish to the State or Regional Water Board, within a reasonable time, any information that the State or Regional Water Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order. The Enrollee shall also furnish to the Executive Director of the State Water Board or Executive Officer of the applicable Regional Water Board, upon request, copies of records required to be kept by this Order.
2. The Enrollee shall comply with the attached Monitoring and Reporting Program No. 2006-0003 and future revisions thereto, as specified by the Executive Director. Monitoring results shall be reported at the intervals specified in Monitoring and Reporting Program No. 2006-0003. Unless superseded by a specific enforcement Order for a specific Enrollee, these reporting requirements are intended to replace other mandatory routine written reports associated with SSOs.
3. All Enrollees must obtain SSO Database accounts and receive a "Username" and "Password" by registering through the California Integrated Water Quality System (CIWQS). These accounts will allow controlled and secure entry into the SSO Database. Additionally, within 30 days of receiving an account and prior to recording spills into the SSO Database, all Enrollees must complete the "Collection System Questionnaire", which collects pertinent information regarding a Enrollee's collection system. The "Collection System Questionnaire" must be updated at least every 12 months.
4. Pursuant to Health and Safety Code section 5411.5, any person who, without regard to intent or negligence, causes or permits any untreated wastewater or other waste to be discharged in or on any waters of the State, or discharged in or deposited where it is, or probably will be, discharged in or on any surface waters of the State, as soon as that person has knowledge of the discharge, shall immediately notify the local health officer of the discharge. Discharges of untreated or partially treated wastewater to storm drains and drainage channels, whether man-made or natural or concrete-lined, shall be reported as required above.

Any SSO greater than 1,000 gallons discharged in or on any waters of the State, or discharged in or deposited where it is, or probably will be, discharged in or on any surface waters of the State shall also be reported to the Office of Emergency Services pursuant to California Water Code section 13271.

#### **H. CHANGE IN OWNERSHIP**

1. This Order is not transferable to any person or party, except after notice to the Executive Director. The Enrollee shall submit this notice in writing at least 30 days in advance of any proposed transfer. The notice must include a written agreement between the existing and new Enrollee containing a specific date for the transfer of this Order's responsibility and coverage between the existing Enrollee and the new Enrollee. This agreement shall include an acknowledgement that the existing Enrollee is liable for violations up to the transfer date and that the new Enrollee is liable from the transfer date forward.

#### **I. INCOMPLETE REPORTS**

1. If an Enrollee becomes aware that it failed to submit any relevant facts in any report required under this Order, the Enrollee shall promptly submit such facts or information by formally amending the report in the Online SSO Database.

#### **J. REPORT DECLARATION**

1. All applications, reports, or information shall be signed and certified as follows:
  - (i) All reports required by this Order and other information required by the State or Regional Water Board shall be signed and certified by a person designated, for a municipality, state, federal or other public agency, as either a principal executive officer or ranking elected official, or by a duly authorized representative of that person, as described in paragraph (ii) of this provision. (For purposes of electronic reporting, an electronic signature and accompanying certification, which is in compliance with the Online SSO database procedures, meet this certification requirement.)
  - (ii) An individual is a duly authorized representative only if:
    - (a) The authorization is made in writing by a person described in paragraph (i) of this provision; and
    - (b) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity.

#### **K. CIVIL MONETARY REMEDIES FOR DISCHARGE VIOLATIONS**

1. The California Water Code provides various enforcement options, including civil monetary remedies, for violations of this Order.
2. The California Water Code also provides that any person failing or refusing to furnish technical or monitoring program reports, as required under this Order, or

falsifying any information provided in the technical or monitoring reports is subject to civil monetary penalties.

**L. SEVERABILITY**

1. The provisions of this Order are severable, and if any provision of this Order, or the application of any provision of this Order to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Order, shall not be affected thereby.
2. This order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, nor protect the Enrollee from liability under federal, state or local laws, nor create a vested right for the Enrollee to continue the waste discharge.

**CERTIFICATION**

The undersigned Clerk to the State Water Board does hereby certify that the foregoing is a full, true, and correct copy of general WDRs duly and regularly adopted at a meeting of the State Water Resources Control Board held on May 2, 2006.

AYE: Tam M. Doduc  
Gerald D. Secundy

NO: Arthur G. Baggett

ABSENT: None

ABSTAIN: None



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Song Her  
Clerk to the Board



## **STATE WATER RESOURCES CONTROL BOARD**

### **MONITORING AND REPORTING PROGRAM NO. 2006-0003-DWQ STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS**

This Monitoring and Reporting Program (MRP) establishes monitoring, record keeping, reporting and public notification requirements for Order No. 2006-2003-DWQ, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems." Revisions to this MRP may be made at any time by the Executive Director, and may include a reduction or increase in the monitoring and reporting.

#### **A. SANITARY SEWER OVERFLOW REPORTING**

##### **SSO Categories**

1. Category 1 - All discharges of sewage resulting from a failure in the Enrollee's sanitary sewer system that:
  - A. Equal or exceed 1000 gallons, or
  - B. Result in a discharge to a drainage channel and/or surface water; or
  - C. Discharge to a storm drainpipe that was not fully captured and returned to the sanitary sewer system.
2. Category 2 – All other discharges of sewage resulting from a failure in the Enrollee's sanitary sewer system.
3. Private Lateral Sewage Discharges – Sewage discharges that are caused by blockages or other problems within a privately owned lateral.

##### **SSO Reporting Timeframes**

4. Category 1 SSOs – All SSOs that meet the above criteria for Category 1 SSOs must be reported as soon as: (1) the Enrollee has knowledge of the discharge, (2) reporting is possible, and (3) reporting can be provided without substantially impeding cleanup or other emergency measures. Initial reporting of Category 1 SSOs must be reported to the Online SSO System as soon as possible but no later than 3 business days after the Enrollee is made aware of the SSO. Minimum information that must be contained in the 3-day report must include all information identified in section 9 below, except for item 9.K. A final certified report must be completed through the Online SSO System, within 15 calendar days of the conclusion of SSO response and remediation. Additional information may be added to the certified report, in the form of an attachment, at any time.

The above reporting requirements do not preclude other emergency notification requirements and timeframes mandated by other regulatory agencies (local

County Health Officers, local Director of Environmental Health, Regional Water Boards, or Office of Emergency Services (OES)) or State law.

5. Category 2 SSOs – All SSOs that meet the above criteria for Category 2 SSOs must be reported to the Online SSO Database within 30 days after the end of the calendar month in which the SSO occurs (e.g. all SSOs occurring in the month of January must be entered into the database by March 1st).
6. Private Lateral Sewage Discharges – All sewage discharges that meet the above criteria for Private Lateral sewage discharges may be reported to the Online SSO Database based upon the Enrollee's discretion. If a Private Lateral sewage discharge is recorded in the SSO Database, the Enrollee must identify the sewage discharge as occurring and caused by a private lateral, and a responsible party (other than the Enrollee) should be identified, if known.
7. If there are no SSOs during the calendar month, the Enrollee will provide, within 30 days after the end of each calendar month, a statement through the Online SSO Database certifying that there were no SSOs for the designated month.
8. In the event that the SSO Online Database is not available, the enrollee must fax all required information to the appropriate Regional Water Board office in accordance with the time schedules identified above. In such event, the Enrollee must also enter all required information into the Online SSO Database as soon as practical.

#### **Mandatory Information to be Included in SSO Online Reporting**

All Enrollees must obtain SSO Database accounts and receive a "Username" and "Password" by registering through the California Integrated Water Quality System (CIWQS). These accounts will allow controlled and secure entry into the SSO Database. Additionally, within thirty (30) days of receiving an account and prior to recording SSOs into the SSO Database, all Enrollees must complete the "Collection System Questionnaire", which collects pertinent information regarding an Enrollee's collection system. The "Collection System Questionnaire" must be updated at least every 12 months.

At a minimum, the following mandatory information must be included prior to finalizing and certifying an SSO report for each category of SSO:

9. Category 2 SSOs:
  - A. Location of SSO by entering GPS coordinates;
  - B. Applicable Regional Water Board, i.e. identify the region in which the SSO occurred;
  - C. County where SSO occurred;
  - D. Whether or not the SSO entered a drainage channel and/or surface water;
  - E. Whether or not the SSO was discharged to a storm drain pipe that was not fully captured and returned to the sanitary sewer system;

- F. Estimated SSO volume in gallons;
- G. SSO source (manhole, cleanout, etc.);
- H. SSO cause (mainline blockage, roots, etc.);
- I. Time of SSO notification or discovery;
- J. Estimated operator arrival time;
- K. SSO destination;
- L. Estimated SSO end time; and
- M. SSO Certification. Upon SSO Certification, the SSO Database will issue a Final SSO Identification (ID) Number.

10. Private Lateral Sewage Discharges:

- A. All information listed above (if applicable and known), as well as;
- B. Identification of sewage discharge as a private lateral sewage discharge; and
- C. Responsible party contact information (if known).

11. Category 1 SSOs:

- A. All information listed for Category 2 SSOs, as well as;
- B. Estimated SSO volume that reached surface water, drainage channel, or not recovered from a storm drain;
- C. Estimated SSO amount recovered;
- D. Response and corrective action taken;
- E. If samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA must be selected.
- F. Parameters that samples were analyzed for (if applicable);
- G. Identification of whether or not health warnings were posted;
- H. Beaches impacted (if applicable). If no beach was impacted, NA must be selected;
- I. Whether or not there is an ongoing investigation;
- J. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the overflow and a schedule of major milestones for those steps;
- K. OES control number (if applicable);
- L. Date OES was called (if applicable);
- M. Time OES was called (if applicable);
- N. Identification of whether or not County Health Officers were called;
- O. Date County Health Officer was called (if applicable); and
- P. Time County Health Officer was called (if applicable).

**Reporting to Other Regulatory Agencies**

These reporting requirements do not preclude an Enrollee from reporting SSOs to other regulatory agencies pursuant to California state law. These reporting requirements do not replace other Regional Water Board telephone reporting requirements for SSOs.

1. The Enrollee shall report SSOs to OES, in accordance with California Water Code Section 13271.

Office of Emergency Services  
Phone (800) 852-7550

2. The Enrollee shall report SSOs to County Health officials in accordance with California Health and Safety Code Section 5410 et seq.
3. The SSO database will automatically generate an e-mail notification with customized information about the SSO upon initial reporting of the SSO and final certification for all Category 1 SSOs. E-mails will be sent to the appropriate County Health Officer and/or Environmental Health Department if the county desires this information, and the appropriate Regional Water Board.

**B. Record Keeping**

1. Individual SSO records shall be maintained by the Enrollee for a minimum of five years from the date of the SSO. This period may be extended when requested by a Regional Water Board Executive Officer.
3. All records shall be made available for review upon State or Regional Water Board staff's request.
4. All monitoring instruments and devices that are used by the Enrollee to fulfill the prescribed monitoring and reporting program shall be properly maintained and calibrated as necessary to ensure their continued accuracy;
5. The Enrollee shall retain records of all SSOs, such as, but not limited to and when applicable:
  - a. Record of Certified report, as submitted to the online SSO database;
  - b. All original recordings for continuous monitoring instrumentation;
  - c. Service call records and complaint logs of calls received by the Enrollee;
  - d. SSO calls;
  - e. SSO records;
  - f. Steps that have been and will be taken to prevent the SSO from recurring and a schedule to implement those steps.
  - g. Work orders, work completed, and any other maintenance records from the previous 5 years which are associated with responses and investigations of system problems related to SSOs;
  - h. A list and description of complaints from customers or others from the previous 5 years; and
  - i. Documentation of performance and implementation measures for the previous 5 years.
6. If water quality samples are required by an environmental or health regulatory agency or State law, or if voluntary monitoring is conducted by the Enrollee or its agent(s), as a result of any SSO, records of monitoring information shall include:

- a. The date, exact place, and time of sampling or measurements;
- b. The individual(s) who performed the sampling or measurements;
- c. The date(s) analyses were performed;
- d. The individual(s) who performed the analyses;
- e. The analytical technique or method used; and,
- f. The results of such analyses.

**C. Certification**

1. All final reports must be certified by an authorized person as required by Provision J of the Order.
2. Registration of authorized individuals, who may certify reports, will be in accordance with the CIWQS' protocols for reporting.

Monitoring and Reporting Program No. 2006-0003 will become effective on the date of adoption by the State Water Board.

**CERTIFICATION**

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Board held on May 2, 2006.



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Song Her  
Clerk to the Board

## ATTACHMENT A

### STATE WATER RESOURCES CONTROL BOARD ORDER NO. WQ 2013-0058-EXEC

#### AMENDING MONITORING AND REPORTING PROGRAM FOR STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

This Monitoring and Reporting Program (MRP) establishes monitoring, record keeping, reporting and public notification requirements for Order 2006-0003-DWQ, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems" (SSS WDRs). This MRP shall be effective from September 9, 2013 until it is rescinded. The Executive Director may make revisions to this MRP at any time. These revisions may include a reduction or increase in the monitoring and reporting requirements. All site specific records and data developed pursuant to the SSS WDRs and this MRP shall be complete, accurate, and justified by evidence maintained by the enrollee. Failure to comply with this MRP may subject an enrollee to civil liabilities of up to \$5,000 a day per violation pursuant to Water Code section 13350; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. The State Water Resources Control Board (State Water Board) reserves the right to take any further enforcement action authorized by law.

#### A. SUMMARY OF MRP REQUIREMENTS

Table 1 – Spill Categories and Definitions

| CATEGORIES                              | DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]   |
|---|--|
| CATEGORY 1                              | Discharges of untreated or partially treated wastewater of <b><u>any volume</u></b> resulting from an enrollee's sanitary sewer system failure or flow condition that: <ul style="list-style-type: none"><li>• Reach surface water and/or reach a drainage channel tributary to a surface water; or</li><li>• Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).</li></ul> |
| CATEGORY 2                              | Discharges of untreated or partially treated wastewater of <b><u>1,000 gallons or greater</u></b> resulting from an enrollee's sanitary sewer system failure or flow condition that <b><u>do not</u></b> reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.   |
| CATEGORY 3                              | All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.  |
| PRIVATE LATERAL SEWAGE DISCHARGE (PLSD) | Discharges of untreated or partially treated wastewater resulting from blockages or other problems <b><u>within a privately owned sewer lateral</u></b> connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be <b><u>voluntarily</u></b> reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.  |



**Table 2 – Notification, Reporting, Monitoring, and Record Keeping Requirements**

| ELEMENT   | REQUIREMENT   | METHOD  |
|---|---|---|
| <b>NOTIFICATION</b><br>(see section B of MRP)             | <ul style="list-style-type: none"> <li>Within two hours of becoming aware of any Category 1 SSO <b>greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water</b>, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number.</li> </ul>   | Call Cal OES at:<br><b>(800) 852-7550</b>   |
| <b>REPORTING</b><br>(see section C of MRP)                | <ul style="list-style-type: none"> <li>Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.</li> <li>Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date.</li> <li>Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred.</li> <li>SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters.</li> <li>"No Spill" Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred.</li> <li>Collection System Questionnaire: Update and certify every 12 months.</li> </ul> | Enter data into the CIWQS Online SSO Database ( <a href="http://ciwqs.waterboards.ca.gov/">http://ciwqs.waterboards.ca.gov/</a> ), certified by enrollee's Legally Responsible Official(s). |
| <b>WATER QUALITY MONITORING</b><br>(see section D of MRP) | <ul style="list-style-type: none"> <li>Conduct water quality sampling <b>within 48 hours</b> after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.</li> </ul>  | Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.  |
| <b>RECORD KEEPING</b><br>(see section E of MRP)           | <ul style="list-style-type: none"> <li>SSO event records.</li> <li>Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP.</li> <li>Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters.</li> <li>Collection system telemetry records if relied upon to document and/or estimate SSO Volume.</li> </ul>  | Self-maintained records shall be available during inspections or upon request.  |



## **B. NOTIFICATION REQUIREMENTS**

Although Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) staff do not have duties as first responders, this MRP is an appropriate mechanism to ensure that the agencies that have first responder duties are notified in a timely manner in order to protect public health and beneficial uses.

1. For any Category 1 SSO greater than or equal to 1,000 gallons that results in a discharge to a surface water or spilled in a location where it probably will be discharged to surface water, either directly or by way of a drainage channel or MS4, the enrollee shall, as soon as possible, but not later than two (2) hours after (A) the enrollee has knowledge of the discharge, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures, notify the Cal OES and obtain a notification control number.
2. To satisfy notification requirements for each applicable SSO, the enrollee shall provide the information requested by Cal OES before receiving a control number. Spill information requested by Cal OES may include:
  - i. Name of person notifying Cal OES and direct return phone number.
  - ii. Estimated SSO volume discharged (gallons).
  - iii. If ongoing, estimated SSO discharge rate (gallons per minute).
  - iv. SSO Incident Description:
    - a. Brief narrative.
    - b. On-scene point of contact for additional information (name and cell phone number).
    - c. Date and time enrollee became aware of the SSO.
    - d. Name of sanitary sewer system agency causing the SSO.
    - e. SSO cause (if known).
  - v. Indication of whether the SSO has been contained.
  - vi. Indication of whether surface water is impacted.
  - vii. Name of surface water impacted by the SSO, if applicable.
  - viii. Indication of whether a drinking water supply is or may be impacted by the SSO.
  - ix. Any other known SSO impacts.
  - x. SSO incident location (address, city, state, and zip code).
3. Following the initial notification to Cal OES and until such time that an enrollee certifies the SSO report in the CIWQS Online SSO Database, the enrollee shall provide updates to Cal OES regarding substantial changes to the estimated volume of untreated or partially treated sewage discharged and any substantial change(s) to known impact(s).
4. PLSDs: The enrollee is strongly encouraged to notify Cal OES of discharges greater than or equal to 1,000 gallons of untreated or partially treated wastewater that result or may result in a discharge to surface water resulting from failures or flow conditions within a privately owned sewer lateral or from other private sewer asset(s) if the enrollee becomes aware of the PLSD.

### C. REPORTING REQUIREMENTS

1. **CIWQS Online SSO Database Account:** All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS. These accounts allow controlled and secure entry into the CIWQS Online SSO Database.
2. **SSO Mandatory Reporting Information:** For reporting purposes, if one SSO event results in multiple appearance points in a sewer system asset, the enrollee shall complete one SSO report in the CIWQS Online SSO Database which includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that caused the SSO, and provide descriptions of the locations of all other discharge points associated with the SSO event.
3. **SSO Categories**
  - i. **Category 1** – Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that:
    - a. Reach surface water and/or reach a drainage channel tributary to a surface water; or
    - b. Reach a MS4 and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
  - ii. **Category 2** – Discharges of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from an enrollee's sanitary sewer system failure or flow condition that does not reach a surface water, a drainage channel, or the MS4 unless the entire SSO volume discharged to the storm drain system is fully recovered and disposed of properly.
  - iii. **Category 3** – All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
4. **Sanitary Sewer Overflow Reporting to CIWQS - Timeframes**
  - i. **Category 1 and Category 2 SSOs** – All SSOs that meet the above criteria for Category 1 or Category 2 SSOs shall be reported to the CIWQS Online SSO Database:
    - a. Draft reports for Category 1 and Category 2 SSOs shall be submitted to the CIWQS Online SSO Database within three (3) business days of the enrollee becoming aware of the SSO. Minimum information that shall be reported in a draft Category 1 SSO report shall include all information identified in section 8.i.a. below. Minimum information that shall be reported in a Category 2 SSO draft report shall include all information identified in section 8.i.c below.
    - b. A final Category 1 or Category 2 SSO report shall be certified through the CIWQS Online SSO Database within 15 calendar days of the end date of the SSO. Minimum information that shall be certified in the final Category 1 SSO report shall include all information identified in section 8.i.b below. Minimum information that shall be certified in a final Category 2 SSO report shall include all information identified in section 8.i.d below.

- ii. **Category 3 SSOs** – All SSOs that meet the above criteria for Category 3 SSOs shall be reported to the CIWQS Online SSO Database and certified within 30 calendar days after the end of the calendar month in which the SSO occurs (e.g., all Category 3 SSOs occurring in the month of February shall be entered into the database and certified by March 30). Minimum information that shall be certified in a final Category 3 SSO report shall include all information identified in section 8.i.e below.
- iii. **“No Spill” Certification** – If there are no SSOs during the calendar month, the enrollee shall either 1) certify, within 30 calendar days after the end of each calendar month, a “No Spill” certification statement in the CIWQS Online SSO Database certifying that there were no SSOs for the designated month, or 2) certify, quarterly within 30 calendar days after the end of each quarter, “No Spill” certification statements in the CIWQS Online SSO Database certifying that there were no SSOs for each month in the quarter being reported on. For quarterly reporting, the quarters are Q1 - January/ February/ March, Q2 - April/May/June, Q3 - July/August/September, and Q4 - October/November/December.  
  
If there are no SSOs during a calendar month but the enrollee reported a PLSD, the enrollee shall still certify a “No Spill” certification statement for that month.
- iv. **Amended SSO Reports** – The enrollee may update or add additional information to a certified SSO report within 120 calendar days after the SSO end date by amending the report or by adding an attachment to the SSO report in the CIWQS Online SSO Database. SSO reports certified in the CIWQS Online SSO Database prior to the adoption date of this MRP may only be amended up to 120 days after the effective date of this MRP. After 120 days, the enrollee may contact the SSO Program Manager to request to amend an SSO report if the enrollee also submits justification for why the additional information was not available prior to the end of the 120 days.

## 5. **SSO Technical Report**

The enrollee shall submit an SSO Technical Report in the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

- i. **Causes and Circumstances of the SSO:**
  - a. Complete and detailed explanation of how and when the SSO was discovered.
  - b. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
  - c. Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
  - d. Detailed description of the cause(s) of the SSO.
  - e. Copies of original field crew records used to document the SSO.
  - f. Historical maintenance records for the failure location.
- ii. **Enrollee’s Response to SSO:**
  - a. Chronological narrative description of all actions taken by enrollee to terminate the spill.
  - b. Explanation of how the SSMP Overflow Emergency Response plan was implemented to respond to and mitigate the SSO.

- c. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

iii. **Water Quality Monitoring:**

- a. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
- b. Detailed location map illustrating all water quality sampling points.

6. **PLSDs**

Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sanitary sewer system assets may be voluntarily reported to the CIWQS Online SSO Database.

- i. The enrollee is also encouraged to provide notification to Cal OES per section B above when a PLSD greater than or equal to 1,000 gallons has or may result in a discharge to surface water. For any PLSD greater than or equal to 1,000 gallons regardless of the spill destination, the enrollee is also encouraged to file a spill report as required by Health and Safety Code section 5410 et. seq. and Water Code section 13271, or notify the responsible party that notification and reporting should be completed as specified above and required by State law.
- ii. If a PLSD is recorded in the CIWQS Online SSO Database, the enrollee must identify the sewage discharge as occurring and caused by a private sanitary sewer system asset and should identify a responsible party (other than the enrollee), if known. Certification of PLSD reports by enrollees is not required.

7. **CIWQS Online SSO Database Unavailability**

In the event that the CIWQS Online SSO Database is not available, the enrollee must fax or e-mail all required information to the appropriate Regional Water Board office in accordance with the time schedules identified herein. In such event, the enrollee must also enter all required information into the CIWQS Online SSO Database when the database becomes available.

8. **Mandatory Information to be Included in CIWQS Online SSO Reporting**

All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS which can be reached at [CIWQS@waterboards.ca.gov](mailto:CIWQS@waterboards.ca.gov) or by calling (866) 792-4977, M-F, 8 A.M. to 5 P.M. These accounts will allow controlled and secure entry into the CIWQS Online SSO Database. Additionally, within thirty (30) days of initial enrollment and prior to recording SSOs into the CIWQS Online SSO Database, all enrollees must complete a Collection System Questionnaire (Questionnaire). The Questionnaire shall be updated at least once every 12 months.

i. **SSO Reports**

At a minimum, the following mandatory information shall be reported prior to finalizing and certifying an SSO report for each category of SSO:

- a. **Draft Category 1 SSOs:** At a minimum, the following mandatory information shall be reported for a draft Category 1 SSO report:
1. SSO Contact Information: Name and telephone number of enrollee contact person who can answer specific questions about the SSO being reported.
  2. SSO Location Name.
  3. Location of the overflow event (SSO) by entering GPS coordinates. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the SSO appearance point explanation field.
  4. Whether or not the SSO reached surface water, a drainage channel, or entered and was discharged from a drainage structure.
  5. Whether or not the SSO reached a municipal separate storm drain system.
  6. Whether or not the total SSO volume that reached a municipal separate storm drain system was fully recovered.
  7. Estimate of the SSO volume, inclusive of all discharge point(s).
  8. Estimate of the SSO volume that reached surface water, a drainage channel, or was not recovered from a storm drain.
  9. Estimate of the SSO volume recovered (if applicable).
  10. Number of SSO appearance point(s).
  11. Description and location of SSO appearance point(s). If a single sanitary sewer system failure results in multiple SSO appearance points, each appearance point must be described.
  12. SSO start date and time.
  13. Date and time the enrollee was notified of, or self-discovered, the SSO.
  14. Estimated operator arrival time.
  15. For spills greater than or equal to 1,000 gallons, the date and time Cal OES was called.
  16. For spills greater than or equal to 1,000 gallons, the Cal OES control number.
- b. **Certified Category 1 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 1 SSO report, in addition to all fields in section 8.i.a :
1. Description of SSO destination(s).
  2. SSO end date and time.
  3. SSO causes (mainline blockage, roots, etc.).
  4. SSO failure point (main, lateral, etc.).
  5. Whether or not the spill was associated with a storm event.
  6. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the overflow; and a schedule of major milestones for those steps.
  7. Description of spill response activities.
  8. Spill response completion date.
  9. Whether or not there is an ongoing investigation, the reasons for the investigation and the expected date of completion.

10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.
  11. Whether or not health warnings were posted as a result of the SSO.
  12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.
  13. Name of surface water(s) impacted.
  14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.
  15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.
  16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.
  17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.
- c. **Draft Category 2 SSOs:** At a minimum, the following mandatory information shall be reported for a draft Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO.
- d. **Certified Category 2 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-9, and 17 in section 8.i.b above for Certified Category 1 SSO.
- e. **Certified Category 3 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 3 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-5, and 17 in section 8.i.b above for Certified Category 1 SSO.
- ii. **Reporting SSOs to Other Regulatory Agencies**
- These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.
- iii. **Collection System Questionnaire**
- The required Questionnaire (see subsection G of the SSS WDRs) provides the Water Boards with site-specific information related to the enrollee's sanitary sewer system. The enrollee shall complete and certify the Questionnaire at least every 12 months to facilitate program implementation, compliance assessment, and enforcement response.
- iv. **SSMP Availability**
- The enrollee shall provide the publicly available internet web site address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

- a. Submit an **electronic** copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP to the State Water Board, within 30 days of that approval and within 30 days of any subsequent SSMP re-certifications, to the following mailing address:

State Water Resources Control Board  
Division of Water Quality  
Attn: SSO Program Manager  
1001 I Street, 15<sup>th</sup> Floor, Sacramento, CA 95814

**D. WATER QUALITY MONITORING REQUIREMENTS:**

To comply with subsection D.7(v) of the SSS WDRs, the enrollee shall develop and implement an SSO Water Quality Monitoring Program to assess impacts from SSOs to surface waters in which 50,000 gallons or greater are spilled to surface waters. The SSO Water Quality Monitoring Program, shall, at a minimum:

1. Contain protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.).
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the enrollee becoming aware of the SSO, require water quality sampling for, at a minimum, the following constituents:
  - i. Ammonia
  - ii. Appropriate Bacterial indicator(s) per the applicable Basin Plan water quality objective or Regional Board direction which may include total and fecal coliform, enterococcus, and e-coli.

**E. RECORD KEEPING REQUIREMENTS:**

The following records shall be maintained by the enrollee for a minimum of five (5) years and shall be made available for review by the Water Boards during an onsite inspection or through an information request:

1. General Records: The enrollee shall maintain records to document compliance with all provisions of the SSS WDRs and this MRP for each sanitary sewer system owned including any required records generated by an enrollee's sanitary sewer system contractor(s).
2. SSO Records: The enrollee shall maintain records for each SSO event, including but not limited to:
  - i. Complaint records documenting how the enrollee responded to all notifications of possible or actual SSOs, both during and after business hours, including complaints that do not



result in SSOs. Each complaint record shall, at a minimum, include the following information:

- a. Date, time, and method of notification.
  - b. Date and time the complainant or informant first noticed the SSO.
  - c. Narrative description of the complaint, including any information the caller can provide regarding whether or not the complainant or informant reporting the potential SSO knows if the SSO has reached surface waters, drainage channels or storm drains.
  - d. Follow-up return contact information for complainant or informant for each complaint received, if not reported anonymously.
  - e. Final resolution of the complaint.
- ii. Records documenting steps and/or remedial actions undertaken by enrollee, using all available information, to comply with section D.7 of the SSS WDRs.
  - iii. Records documenting how all estimate(s) of volume(s) discharged and, if applicable, volume(s) recovered were calculated.
3. Records documenting all changes made to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP.
  4. Electronic monitoring records relied upon for documenting SSO events and/or estimating the SSO volume discharged, including, but not limited to records from:
    - i. Supervisory Control and Data Acquisition (SCADA) systems
    - ii. Alarm system(s)
    - iii. Flow monitoring device(s) or other instrument(s) used to estimate wastewater levels, flow rates and/or volumes.

#### **F. CERTIFICATION**

1. All information required to be reported into the CIWQS Online SSO Database shall be certified by a person designated as described in subsection J of the SSS WDRs. This designated person is also known as a Legally Responsible Official (LRO). An enrollee may have more than one LRO.
2. Any designated person (i.e. an LRO) shall be registered with the State Water Board to certify reports in accordance with the CIWQS protocols for reporting.
3. Data Submitter (DS): Any enrollee employee or contractor may enter draft data into the CIWQS Online SSO Database on behalf of the enrollee if authorized by the LRO and registered with the State Water Board. However, only LROs may certify reports in CIWQS.
4. The enrollee shall maintain continuous coverage by an LRO. Any change of a registered LRO or DS (e.g., retired staff), including deactivation or a change to the LRO's or DS's contact information, shall be submitted by the enrollee to the State Water Board within 30 days of the change by calling (866) 792-4977 or e-mailing [help@ciwqs.waterboards.ca.gov](mailto:help@ciwqs.waterboards.ca.gov).

5. A registered designated person (i.e., an LRO) shall certify all required reports under penalty of perjury laws of the state as stated in the CIWQS Online SSO Database at the time of certification.

### CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of an order amended by the Executive Director of the State Water Resources Control Board.

7/30/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeanine Townsend  
Clerk to the Board

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## Appendix B

## **CITY OF FIREBAUGH**

### **SSMP ORGANIZATIONAL CHART AND CHAIN OF COMMUNICATION STAFF NAMES AND PHONE NUMBERS**

| <b>POSITION</b>                     | <b>NAME</b>       | <b>PHONE</b>   |
|-------------------------------------|-------------------|----------------|
| City Hall                           |                   | (559) 659-2043 |
| After Hours                         | Police Department | (559) 659-3051 |
| City Manager                        | Benjamin Gallegos | (559) 659-2043 |
| Public Works Director               | Michael Molina    | (559) 694-6170 |
| Water/Sewer Supervisor              | Noah Marquez      | (559) 694-6164 |
| Operator II                         | Caesar Sierres    | (559) 694-6172 |
| Operator I                          | Cody Berger       | (559) 694-6173 |
| City Engineer (Gouveia Engineering) | Mario B. Gouveia  | (209) 854-3300 |

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## Appendix C

## **Chapter 15**

### **SEWER AND WATER**

#### **§ 15-1. WATER DEPARTMENT.**

##### **§ 15-1.1. Department Established. [Ord. #308, S1]**

The water department shall be under the supervision, control and management of the water manager. The director of public works of the city shall be the water manager, unless the city council shall appoint some other person.

##### **§ 15-1.2. Water Department Fund. [Ord. #308, S2]**

There is a fund known as the Firebaugh City Water Department Fund. All collections of water accounts shall be collected by the finance director, who shall be the city manager. All such collections shall go into the water department fund.

##### **§ 15-1.3. Rates Established by Resolution. [Ord. #308, S3; Ord. #13-03, § 1]**

- a. Rates may be revised in the future by resolution after a noticed hearing pursuant to Government Code 53753, and unpaid charges under said rates shall still be a lien upon the real property involved.
- b. The rates established for all user classes by the city shall include, without limitation, the costs of upgrade and maintenance of the water production, treatment and delivery systems, administration and overhead costs, costs of future repairs and capital improvements, necessary reserves to protect and ensure the future utilization of these systems.
- c. The rates established for all user classes by the city shall also include the cost of water which is supplied to city-owned facilities, including, without limitation, city parks, city buildings, City Hall, the police department, the fire department and the Senior Center. City facilities are operated, maintained, and used by, and for the benefit of, the water customers of the City of Firebaugh. Since all customers directly or indirectly benefit from city facilities, the cost of providing water to these facilities is included in the water rates of the water customers of the City of Firebaugh.

##### **§ 15-1.3.1. Water Conservation Program Established by Resolution. [Ord. #91-2, S1]**

A water conservation program for the City of Firebaugh may be established in the future by resolution after a noticed hearing.

##### **§ 15-1.4. Application for New Water Supply. [Ord. #308, S4; New; amended by Ord. #80-6, S1; Ord. #90-3, S1]**

Each person obtaining a new water supply shall apply for service to the city upon a form specified by the city, which shall be prepared by the collector of the water department. All owners of property must guarantee that bills for service to the property

or the occupants thereof will be paid. In the event a new applicant for residential water service is unable to establish credit worthiness, such applicant shall be required to pay as a security deposit an amount as established from time to time by resolution of the city council. In the event a residential water service customer applies for reconnection or reestablishment of water service after having been disconnected for nonpayment of bills for water service, such customer shall be required to pay as a security deposit an amount as established from time to time by resolution of the city council. Any person making a new connection to the city system shall pay an initial connection charge as established by city council's resolution after a duly noticed public hearing. Where a new line has to be extended in order to bring service to a new user, the user shall pay the cost of the line. Subsequent persons tapping into this line may be required by the collector of the water department to pay a portion of the costs of the line, which shall then be refunded to the person originally paying for said line. All lines when so built and brought into the city water system must give the necessary water easements to the city. All owners of property using city water shall thereby consent to the right of the city, through its employees, to come upon the property as necessary to inspect the lines, and to shut off water where required under this chapter and the applicable city policies and regulations.

**§ 15-1.5. Required Installation of a Water Meter. [Ord. #308, S5]**

Where circumstances appear making it likely that there will be extensive use of water by a new or an older user, the city may require the installation of a water meter. There shall be a shutoff valve for city use between the city water supply and the meter and there shall be a shutoff valve between the meter and the building or buildings in which the water is used. The cost of the meter shall be paid for by the user. Upon notification of the decision of the water manager that a meter shall be installed, the owner may, if he or she concludes that there is no necessity for a meter, file an appeal with the city council, and no meter shall be installed until the city council has acted upon the appeal. Such an appeal need follow no particular formalities, but shall be in writing and identify the property in question.

**§ 15-1.6. Billing; Connection Fees and Shutoff Procedures for Water, Sewer, and Garbage Rates. [Ord. #342, S1; Ord. #80-6, S1; Ord. #82-7, S2; Ord. #92-8, S1; Ord. #93-5, S1; Ord. #08-05, S2; amended 4-6-2020 by Ord. No. 20-02]**

- a. Billings. All utility users shall be billed once per month for water, sewer, and garbage collection rates and delinquent and subject to shutoff of said services on the following schedule:

| Service Period | Billing Date<br>5th Day of | Due/Delinquent Date  | Notice of Water Shutoff | Service Shutoff Date    |
|----------------|----------------------------|----------------------|-------------------------|-------------------------|
|                |                            | Last Business Day of | First Business Day of   | Seventh Business Day of |
| January        | January                    | January              | April                   | April                   |
| February       | February                   | February             | May                     | May                     |
| March          | March                      | March                | June                    | June                    |
| April          | April                      | April                | July                    | July                    |



| Service Period | Billing Date<br>5th Day of | Due/Delinquent Date  | Notice of Water Shutoff | Service Shutoff Date    |
|----------------|----------------------------|----------------------|-------------------------|-------------------------|
|                |                            | Last Business Day of | First Business Day of   | Seventh Business Day of |
| May            | May                        | May                  | August                  | August                  |
| June           | June                       | June                 | September               | September               |
| July           | July                       | July                 | October                 | October                 |
| August         | August                     | August               | November                | November                |
| September      | September                  | September            | December                | December                |
| October        | October                    | October              | January                 | January                 |
| November       | November                   | November             | February                | February                |
| December       | December                   | December             | March                   | March                   |

- b. **Delinquent Penalties.** If the water, sewer, and garbage collection charges are not paid when due, a penalty of 10% of the amount delinquent shall be added and collected so long as the water, garbage collection, and sewer charges are paid within 30 days after the due date. Thereafter, a late charge of 1 1/2% per month shall be added to the delinquent water, garbage collection, and sewer charges until paid. Any partial payments of water, garbage collection, and sewer charges will be first credited to pay any accrued penalties and late charges. A water, garbage collection, or sewer service customer who is disconnected for nonpayment, shall be charged a reconnection charge as established and set forth from time to time by resolution of the City Council.
- c. **Water and Sewer Connection Fees.** Fees for initial connection into the water and sewer systems of the City shall be as established by City Council resolution after a duly noticed hearing.
- d. **Discontinuation of Residential Water Service for Nonpayment.** Discontinuation of residential water service for the nonpayment of a utility bill shall be governed by the City's Discontinuation of Water Service Policy, available on the City website.

**§ 15-1.7. Authorized Personnel to Turn on Water Source. [Ord. #308, S9]**

It shall be a misdemeanor for any person to turn on service which has been shut off pursuant to the above section, unless that person is duly authorized to do so by the water manager.

**§ 15-1.8. Owner Shall be Responsible for Payment of Water, Sewer, and Garbage Collection. [Ord. #308, S10; Ord. #08-05, S3]**

The owner of any property to which water, sewer, and garbage collection service is made shall be responsible for the payment of the bill for service, and all owners of property must guarantee that the bills for service to property of the occupants thereof will be paid. Delinquent charges for water, sewer, or garbage collection and all penalties thereof when recorded as provided in Title 5, Division 2, Part 1, Chapter 6 of the Government Code

(section 54300 et seq.), shall constitute a lien upon the real property served (except that no such lien shall be created against any publicly owned property).

**§ 15-1.9. Prohibited Actions. [Ord. #308, S11]**

It shall be a misdemeanor for any person to waste water, to open any street hydrant, stopcock, gate valve, or tamper with or interfere with any street service, water connection, water reservoir, pumping plant or water meter attached to any service pipe connected with the city mains or pipes or hydrants, or turn off or on water mains or water pipes of the city, or tamper with or injure any water mains, water pipes, meter or other fittings of the city laid in any street, avenue, alley or other public place, or tamper with, deposit or cause to be deposited in any water main or pipe of said city any fluid or solid matter, substance of any kind or do any act that might cause water to become polluted, poisoned or adulterated, or to take, pump or draw water from any water main, pipe or hydrant of the city without first arranging with the manager of the water department for the same and paying the established rate therefor. Actions of city employees, authorized fire department personnel engaged in their duties, or personnel of the city working within the scope of their duties shall not be a violation of this chapter.

**§ 15-1.10. Recirculating Systems Required. [Ord. #308, S12]**

All water cooling systems, including refrigeration systems using water for cooling, hereafter installed, shall provide for the recirculation of water. Existing systems, which use water once for cooling purposes and then allow the water to drain away through the sewage system or otherwise without recirculation where the water manager determines that such systems are unduly wasting water, shall be converted to a recirculating system. The water manager shall notify the owner of the necessity of such conversion to a recirculating system, which must be accomplished within one year thereafter. Whoever uses a non-recirculating system, contrary to the provisions of this section, shall be guilty of a misdemeanor.

**§ 15-1.11. Maintenance of Area Containing the Meter Box and the Shutoff Box. [Ord. #308, S13]**

Each owner of property must provide space and keep the space about the meter box (if any) and shutoff box servicing his property free and clean of trash, garbage, barrels, boxes, dirt, oil, building material or other obstructions that may in any way interfere with the free access to the same by the employees of the city water department. If any owner allow such obstructions to occur, these obstructions may be removed by the water department and the cost thereof charged against the owner and shall become a lien against the property if not paid when billed.

**§ 15-1.12. CONTROL OF BACKFLOW AND CROSS-CONNECTION TO THE MUNICIPAL WATER SYSTEM.<sup>1</sup>**

**§ 15-1.12.010. Intent, Purpose and Control. [Ord. #04-02, S1]**

- a. It is the intent of this subsection to recognize that there are varying degrees of

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1. Editor's Note: Prior ordinance history includes portions of Ordinance No. 87-8.

hazard to the city's potable water system, and it is the intent to apply the principle that the degree of protection should be commensurate with the degree of hazard.

b. The purpose of this subsection is:

1. To protect the public potable water supply of the city from the possibility of contamination or pollution by isolating within its customers' internal distribution system(s) such contaminants or pollutants which could backflow or back-siphon into the public water system; and
2. To promote the elimination and control of existing cross-connections, actual or potential, between its customers' in-plant potable water system(s) and nonpotable water system(s), plumbing fixtures, and industrial piping systems; and
3. To provide for the continuing program of cross-connection control and certification training, which will effectively prevent the contamination or pollution of all potable water systems.

**§ 15-1.12.020. Definitions. [Ord. #04-02, S1]**

As used in this subsection:

**ABPA** — Means the American Backflow Prevention Association.

**AIR-GAP SEPARATION (AG)** — Means the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying potable water to an open or nonpressure receiving tank, plumbing fixture, or other device and the flood rim of said vessel. An approved air-gap shall be at least double the diameter of the supply pipe, and in no case less than one inch, within sidewalls no less than 1 1/2 inches. An AG must be located as close as practical to the user's connection, and all piping between the user's connection and receiving tank must be entirely visible unless otherwise approved in writing by the cross-connection control specialist. There must be no outlet, tee, tap or connection of any kind to or from the supply pipe between the water meter and the opening from which the water is discharged into the receiving vessel.

**APPROVED** — Means accepted by the director or designated city utilities employee who has been certificated by AWWA as a cross-connection control specialist, as meeting an applicable specification stated or cited in this subsection, and suitable for the proposed use and degree of hazard.

**APPROVED ATMOSPHERIC VACUUM BREAKER (AVB) ASSEMBLY** — Means an assembly containing an air inlet valve or float-check, a check seat and air inlet port. A resilient-seated shut-off valve may only be included on the upstream side of the air inlet valve. The assembly shall be installed not less than six inches above the highest outlet on the line. This assembly is designed for usage under a back-siphonage condition only.

**APPROVED DOUBLE CHECK DETECTOR CHECK VALVE ASSEMBLY (DCDA)** — Means a line - size assembly of two independently acting internally spring-loaded check valves with two tightly closing resilient seated shutoff valves on each end of the assembly, four properly located full port ball valve test cocks for the testing the water tightness of each check valve. Bypass shall consist of one approved double check valve assembly, static pressure drop across the bypass double check valve assembly shall be two PSI less than the mainline check valve assembly. Where an above-grade installation

is impossible due to weather conditions, the DC must be installed in a vault that provides proper clearances for testing and maintenance. The following are minimum criteria for below-grade installation: If a DC must be installed below grade, it must be placed in a vault with minimum of 12 inches between the bottom of the vault and the bottom of the assembly. The top of the assembly must be no more than eight inches below grade. There must be at least 24 inches of clearance between the side of the assembly with the test cocks and the side of the vault, and at least 12 inches clearance between the other side of the assembly and the side of the vault. The vault must have adequate drainage to prevent flooding. Vaults that do not have an integrated bottom must be placed on a three-inch layer of gravel.

**APPROVED DOUBLE CHECK VALVE ASSEMBLY (DC)** — Means an assembly of two independently acting internally loaded check valves with two tightly closing resilient seated shutoff valves on each end of the assembly, four properly located full port ball valve test cocks for the testing of the water tightness of each check valve. The DC shall be located as close as practical to the user's connection and shall be installed above grade, if possible, and in a manner where it is readily accessible for testing and maintenance. This type of assembly should be installed at least 12 inches and not more than 36 inches above grade (measured from the lowest point of the assembly), and must have adequate side and top clearance to allow access for testing and maintenance. A minimum side and top clearance of 12 inches should be allowed.

**APPROVED PRESSURE VACUUM BREAKER (PVB)** — Means an assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with properly located test cocks and resilient-seated shut-off valves at each end of the assembly. This assembly is designed for usage under a back-siphonage condition only.

**APPROVED REDUCED PRESSURE PRINCIPLE ASSEMBLY (RP)** — Means an assembly with one differential diaphragm relief valve which shall automatically reduce the pressure in the zone between the two check valves. The assembly shall operate to maintain the pressure in the zone between the two check valves at a level less than the pressure on the public water supply side of the assembly. During normal flow, and at cessation of normal flow, the pressure between the two check valves shall be at least two PSI less than the upstream supply pressure. In case of the leakage of either of the check valves, the differential relief valve shall operate to maintain this reduced pressure by discharging to the atmosphere. The assembly shall have two resilient seated gate valves, or full-ported ball valves on each end of the assembly and four properly located ball valve test cocks. These assemblies shall be installed a minimum of 12 inches and a maximum of 36 inches above ground (measured from the lowest point of the assembly) and 12 inches side clearance. To be approved these assemblies must be installed in location where no part of the assembly will be submerged.

**AUXILIARY WATER SUPPLY** — Means any water supply on or available to the premises other than the purveyor's approved public potable water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, irrigation canal or pipeline, etc., or "used waters" or "industrial fluids." These waters may be polluted or contaminated or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have controls.

AWWA — Means the American Water Works Association.

BACK-SIPHONAGE — Means the flow of water or other liquids, mixtures, or substances into the distributing pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.

BACKFLOW — Means the flow condition, induced by a differential in pressure, that causes the flow of water or other liquids into the distribution pipes of a public water supply from any source other than its intended source.

CONTAMINATION — Means an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds, or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.

CONTROLLED CROSS-CONNECTION — Means a connection between a potable water system and a nonpotable water system with an approved backflow prevention assembly properly installed that will continuously afford the protection commensurate with the degree of hazard.

CROSS-CONNECTION CONTROL BY CONTAINMENT — Means the installation of an approved backflow prevention assembly at the water service connection to any customer's premises where it is physically and economically infeasible to find and permanently eliminate or control all actual or potential cross-connections within the customer's water system; or it shall mean the installation of an approved backflow prevention assembly to the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross-connections which cannot be effectively eliminated or controlled at the point of cross-connection.

CROSS-CONNECTION CONTROL SPECIALIST (SPECIALIST) — Means of the City of Firebaugh who has been certified by AWWA or ABPA as a cross-connection control specialist.

CUSTOMER — Means the water user served by the public water system.

CUSTOMERS WATER SYSTEM — Means the piping used to convey water supplied by the public water system throughout the customer's facility.

DIRECTOR — Means the director of utilities for the City of Firebaugh.

FIRE MARSHAL — Means the fire chief of the City of Dinuba or state fire marshal.

HOSE BIB VACUUM BREAKER — Means a device generally attached to a sill cock and in turn connected to a hose-supplied outlet such as a garden hose, slop sink hose, a spray outlet, etc. It consists of a spring loaded check valve that seals against an atmospheric outlet when water supply pressure is turned on. When the water supply is turned off, the device vents to the atmosphere in order to protect against back-siphonage conditions. A hose bib vacuum breaker should not be used as protection against backpressure.

IDENTIFICATION — Means each assembly shall have the following information securely attached or embossed on each unit:

Manufacturer's name;

Size;

Model number;

Direction of flow, by arrow;

Assembly serial number;

Maximum working water pressure (MWWP);

Maximum working water temperature (MWWT);

**INSTALLATION** — Means each assembly shall be installed a minimum of 12 inches and a maximum of 36 inches above ground, 12 inches side clearance from any structure and as close to the water purveyors meter location as may be possible.

**NFPA** — Means the National Fire Protection Association.

**NONPOTABLE WATER** — Means water which is not safe for human consumption or which is of questionable potability.

**POLLUTION** — Means the presence of any foreign substance (organic, inorganic, or biological) in the water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for domestic use. Water;

**POTABLE WATER** — Means any water which, according to recognized standards, is safe for human consumption.

**PUBLIC WATER PURVEYOR OR MUNICIPAL WATER SYSTEM** — Means the City of Firebaugh public water system.

**USED WATER** — Means any water supplies by the water purveyor from a public potable water system to a customer's water system after it has passed through the point of delivery and is no longer under the sanitary control of the water purveyor.

**WATER SERVICE CONNECTION** — Means the terminal end of a service connection from the public potable water system, where the water purveyor loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter. There should be no unprotected takeoffs from the service line ahead of any meter or backflow prevention assembly located at the point of delivery to the customer's water system. Service connection shall also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the public potable water system.

#### **§ 15-1.12.030. Degree of Hazard Definitions. [Ord. #04-02; SI]**

**DEGREE OF HAZARD** — Means the evaluation of the potential risk to public health and the adverse effect of hazard upon the potable water system as defined in this section:

**HEALTH HAZARD** — Means any condition, assembly, or practice in the water supply system and its operation which could create, or in the judgment of the specialist may create a danger to the health and well-being of the water consumer.

**INDUSTRIAL FLUIDS SYSTEM** — Means any system containing fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted in a form of concentration such as would constitute a health, water system, pollution or

plumbing hazard if introduced into an approved water supply, this may include, but not be limited to: polluted or contaminated waters; all types of process waters and "used waters" originating from the public potable water system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids; alkalies; circulated cooling tower waters, open or closed, that may be chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, irrigation canals; oils; gases; glycerin; caustic and other acid solutions which may be used for industrial and firefighting purposes.

**PLUMBING HAZARD** — Means a cross-connection in a consumer's potable water system that has not been properly protected by a vacuum breaker, air-gap separation, or backflow prevention assembly.

The term "plumbing hazard" includes but is not limited to cross-connections to toilets, sinks, lavatories, wash trays, washing machines or lawn sprinkling systems. Unprotected plumbing-type cross-connections shall be considered to be a health hazard.

**POLLUTION HAZARD** — Means an actual or potential threat to the physical properties of the water system or to the potability of the public or consumer's potable water system but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to public health.

**SYSTEM HAZARD** — Means an actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.

#### **§ 15-1.12.040. Responsibility. [Ord. #04-02, S1]**

The director of public works shall be responsible for the protection of the public potable water system from contamination or pollution due to the backflow or back-siphonage of contaminants or pollutants through the water service connection.

If, in the judgment of the director, or cross-connection control specialist, an approved backflow prevention assembly is required at the city's water service connection to any customer's premises, for the safety of the water system, the director, or specialist shall give notice in writing to said customer to install such an approved backflow prevention assembly at each service connection to his premises. The customer shall immediately install such approved assembly or assemblies at his own expense; and failure, refusal, or inability on the part of the customer to install said assembly or assemblies immediately shall constitute a ground for discontinuing water service to the premises until such assemblies have been properly installed.

#### **§ 15-1.12.050. Requirement. [Ord. #04-02, S1]**

##### **a. Water System.**

1. The water system shall be considered as made up of two parts, the city system and the customer system.
2. The city system shall consist of the source facilities (wells) and the distribution system, and shall include all those facilities of the water system under complete control of the city, from the source of supply up to the point where

the customer's system begins. The source shall include all components of the facilities utilized in the protection, treatment, storage and the delivery of water to the distribution system.

3. The distribution system shall include the network of conduits used for the delivery of water from the source to the customer's system.
4. The customer's system shall include those parts of the facilities beyond the termination of the city distribution system which are utilized in conveying city-delivered domestic water to point of use.

b. Policy.

1. No water service connection to any premises shall be installed or maintained by the city water department unless the water supply is protected as required by state laws and this chapter. Service of water to any premises shall be discontinued by the director or cross-connection control specialist if a backflow prevention assembly required by state law or this chapter is not installed, tested, or maintained, or if it is found that a backflow prevention assembly has been removed, bypassed, or altered, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.
2. The customer's system shall be open for inspection at all reasonable times to authorized representatives of the city water services department, city building inspectors and city fire marshal to determine whether cross-connections or other structural or sanitary hazards, including violations of this chapter, exist. When such a condition becomes known, the authorized representatives shall deny or immediately discontinue service to their premises by providing for a physical break in the service line until the customer has corrected the condition(s) in conformance with state and city regulations relating to plumbing and water supplies and regulations adopted pursuant thereto.
3. An approved backflow prevention assembly shall also be installed on each service line to a customer's water system at or near the property line or immediately outside the building being served; but in all cases, before the first branch line leading off the service line.
4. The owners/water user of any premises on which, or on account of which, backflow prevention assemblies are installed, shall have the assemblies inspected by a person who has demonstrated their competency in testing of these assemblies to the city and has a valid AWWA or ABPA Backflow Prevention Assembly Tester Certification. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. An annual administrative fee of \$12 will be charged to the water user/owner of each assembly at the time annual test letters are mailed, and billed on the next utility bill. Assemblies shall be inspected after installation or relocation by city backflow prevention assembly tester or cross-connection specialist. A fee to inspect/test assembly shall be paid by the owner or business required to install the assembly. The city may require a more frequent testing schedule if it is determined to be necessary. No assembly shall be placed back in service unless it is functioning as required. A report in a form acceptable to



the city shall be filed with the city each time an assembly is tested, relocated, or repaired. These assemblies shall be serviced, overhauled, or replaced whenever they are found to be defective. All costs of testing, inspection, repair, and maintenance shall be borne by the water user.

5. The city will supply affected water users with a list of persons acceptable to the city to test backflow prevention assemblies. The city will notify affected customers by mail when annual testing of an assembly is needed. This notice shall give the water user 60 days to have the assembly tested.
6. A second notice shall be sent to each water user which does not have his/her backflow prevention assembly tested as prescribed in the first notice within the sixty-day period allowed. The second notice will give the water user 14 days to have his/her assembly tested. If no action is taken within the fourteen-day period the director/specialist may:
  - (a) Have the assembly tested and maintained by a city staff certified backflow prevention assembly tester. The water user will be charged for the test and any maintenance found necessary on the utility bill.
  - (b) Have a certified tester approved by cross-connection control specialist, test and maintain assembly. The water user will be charged for the test and maintenance found necessary on the utility bill. The tester will be paid from administrative fee fund.
  - (c) Terminate water service to the affected water user until a successful test is received.

#### **§ 15-1.12.055. Testing Fee for Noncompliance. [Ord. #04-02, S1]**

The charges made for the services provided under Section 15-1.12.050b,6(a) shall be set, initially as set forth in this section, but the amount of these charges may be modified by the city council from time to time by resolution, so that the fees charged are adequate to recover the city's actual cost of providing the services and provide no incentive to the water user to refuse to cooperate with enforcement efforts. In addition to the following charges, there shall be added the actual cost of the time spent on repairs, with a minimum charge for at least one hour of time. The initial amounts shall be as follows:

- \$65 (includes 1 hr. minimum for repairs) 3/4 inches to 1 inches
- \$80 (includes 1 hr. minimum for repairs) 1 1/2 inches to 2 inches
- \$90 (includes 1 hr. minimum for repairs) 2 1/2 inches to 4 inches
- \$150 (includes 1 hr. minimum for repairs) 6 inches to 8 inches

#### **§ 15-1.12.060. Type of Protective Assembly Required. [Ord. #04-02, S1]**

- a. In the case of any premises where there is an auxiliary water supply which is not otherwise subject to the provisions of this chapter, the public water system shall be protected by an approved air-gap (AG) separation or an approved reduced pressure principle backflow prevention assembly (RP).
- b. In the case of any premise where there is any water or substance that would be

objectionable but not hazardous to public health if introduced into the public water system, the public water system shall be protected by an approved double check valve assembly (DC).

- c. In the case of any premise where there is any material dangerous to health, which is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved air-gap (AG) separation or an approved reduced pressure principle backflow prevention assembly (RP), sewage treatment plants pumping stations, chemical plants, hospitals and mortuaries.
- d. In the case of any premises where there are "uncontrolled" cross-connections, either actual or potential, the public water system shall be protected by an approved air-gap (AG) separation or an approved reduced pressure principal backflow prevention assembly (RP) at the service connection.
- e. In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impracticable to make a complete implant cross-connection survey, the public water system shall be protected against backflow or back-siphonage from the premises by the installation of an approved backflow prevention assembly in the service line. In this case, maximum protection will be required; that is, an approved air-gap (AG) separation or a reduced pressure (RP) principal backflow prevention assembly shall be installed in each service to the premises.
- f. In the case of premises having any internal cross-connection that cannot be permanently corrected and controlled, or intricate plumbing and piping arrangements, pumps or other devices, or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the public water system shall be protected against backflow from the premises by installing an approved air-gap (AG) separation or reduced pressure (RP) principle backflow prevention assembly in the service line.
- g. In the case of new, remodeled or building inspection a hose bib vacuum breaker shall be installed on all hose bibs (water faucets).

**§ 15-1.12.070. Specific Backflow Assembly Installations Required. [Ord. #04-02, S1]**

Businesses and uses as designated by the director or cross-connection specialist, shall be required to install a backflow prevention assembly of the type indicated as a minimum, as follows:

|   |          |
|---|----------|
| Agricultural chemical companies                         | RP       |
| Air conditioning plants (Commercial A.C. equipments)    | RP       |
| Animal clinics, animal grooming shops and boarding      | RP       |
| Apartment or office complex with pond, lake or fountain | RP       |
| Apartments with laundromats/laundry rooms               | DC or RP |

|  |                      |
|--|----------------------|
| Automatic or manual irrigation systems, Commercial or private          | DC or RP             |
| Autoclave equipment*   | AG, RP or PVB        |
| Automotive detail shops  | RP                   |
| Automotive repair with steam cleaner, acid cleaning or                 | RP solvent equipment |
| Auxiliary water system or sources (interconnected or not)              | RP                   |
| Bakeries   | RP                   |
| Barber shops, beauty shops or salons                                   | DC or RP             |
| Bars or cocktail lounges   | DC or RP             |
| Battery manufacturing and rebuilding                                   | RP                   |
| Boat manufacturing and repair  | RP                   |
| Bottling plants-beverage or chemical                                   | RP                   |
| Building 2 stories and higher  | RP                   |
| Buildings with boilers, cooling towers, water tanks, and booster pumps | RP                   |
| Buildings with sewage pumps  | AG                   |
| Camera repairing   | DC or RP             |
| Canneries, packing houses or reduction plants                          | RP                   |
| Car washes   | RP                   |
| Carpet, rug and upholstery cleaning firms                              | RP                   |
| Catering firms   | RP                   |
| Chemical processing or storage facilities                              | RP                   |
| Chemically treated (nonpotable) water systems                          | RP                   |
| Chemically treated (potable) water systems                             | DC                   |
| Chiller equipment*   | PVB, DC or RP        |
| Churches with baptismal pools  | RP                   |
| Civic works exempt from City of Firebaugh inspection                   | RP                   |
| Cleaning and dye plants  | RP                   |
| Cold storage and ice manufacturing plants                              | RP                   |
| Commercial meat cutting, packaging and cold storage lockers            | RP                   |
| Commercial photography firms   | RP                   |
| Concrete plants  | DC or RP             |
| Convalescent homes and clinics   | DC or RP             |
| Convenience stores and markets   | DC or RP             |
| Dairies  | DC or RP             |
| Dark rooms   | RP                   |

|  |               |
|--|---------------|
| Dehydrating firms  | RP            |
| Dental offices, clinics, and labs  | RP            |
| Dialysis clinics, experimental labs  | RP            |
| Diesel repair shops  | RP            |
| Doctor's offices   | RP            |
| Donut shops  | RP            |
| Drain cleaning service firms   | AG or RP      |
| Drapery cleaning firms   | RP            |
| Drip irrigation systems  | RP            |
| Dry cleaning equipment   | RP            |
| Fabrication plants (metal, fiberglass, foam and plastic)   | RP            |
| Fast food restaurants  | RP            |
| Fire protection systems Classes 1 and 2 (No protection required with permission from specialist) | DC            |
| Fire protection systems Class 3  | DC            |
| Fire protection systems Class 4  | DC or RP      |
| Fire protection systems Class 5  | RP            |
| Fire protection systems Class 6 (determined by specialist and fire chief)                        |               |
| Food processing facilities using nontoxic materials  | DC or RP      |
| Food processing facilities using toxic materials   | RP            |
| Frozen food processing plants  | RP            |
| Fruit and vegetable packers  | RP            |
| Funeral homes  | RP            |
| Garbage disposal firms   | RP            |
| Garden centers and nurseries   | RP            |
| Gas service stations   | DC or RP      |
| Gasoline, oil and lubricant marketers and distributors   | RP            |
| Graphic art photographers  | RP            |
| Gymnasiums with saunas, whirlpools, boilers, etc   | RP            |
| Heat pump equipment*   | PVB, DC or RP |
| Hospitals  | AG or RP      |
| Hot tank equipment*  | PVB, DC or RP |
| Hotels and motels with laundry facilities and restaurants  | RP            |
| Industrial X-ray equipment   | RP            |
| Inspection and herbicide manufacturing and storage facilities                                    | RP            |

|  |          |
|--|----------|
| Laboratories   | RP       |
| Landscaping with elevated areas  | RP       |
| Laundries  |          |
| Laundromats (with boilers)   | RP       |
| Lawn mower shops   | RP       |
| Machine shops  | RP       |
| Manufacturing, processing and fabrication facilities                                 | DC or RP |
| Medical offices  | RP       |
| Metal stripping facilities   | RP       |
| Mobile home parks  | DC or RP |
| Mobile services (pest control, drain cleaning, steam cleaning, rug cleaning)         | RP       |
| Mortuaries and morgues   | RP       |
| Offices or shopping centers with uncommitted lease spaces                            | RP       |
| Oil and gas bulk or production facilities  | DC or RP |
| Paint spray booths   | RP       |
| Painting shops using water in any process  | RP       |
| Paper processing and production facilities   | RP       |
| Pest control services and suppliers  | RP       |
| Pet shops and suppliers  | RP       |
| Photography studios with processing equipment  | RP       |
| Planting works   | RP       |
| Pressure vessel equipment*   | RP       |
| Pressure washing equipment   | RP       |
| Public utility companies   | RP       |
| Radiator shops (repairs and backflushing)  | RP       |
| Refineries   | RP       |
| Rendering and reduction plants   | RP       |
| Rest homes   | DC or RP |
| Restaurants or buildings with commercial kitchen (180° water, commercial dishwasher) | RP       |
| Sanitary dump for recreation vehicles or septic system service tankers               | AG or RP |
| Schools, colleges, trade schools   | RP       |
| Sewage and stormwater pumping facilities   | AG or RP |
| Shows and movie theaters   | RP       |

|   |               |
|---|---------------|
| Solar systems and related equipment*  | RP            |
| Spa and hot tub equipment*  | RP            |
| Steam cleaners*   | DC or RP      |
| Swimming pools  | PVB or RP     |
| Tank trucks filling from fire hydrant   | AG or RP      |
| Taxidermists  | RP            |
| Temporary construction water [Ord. 709 (part), 1988; Ord. 677 S1 (part), 1985]              | AG or RP      |
| Testing laboratories  | RP            |
| Tire recapping, retreading and repairing services   | RP            |
| Vats*   | PVB, DC or RP |
| Waste water treatment facilities  | RP            |
| Water filtration and purification facilities  | AG or RP      |
| Where a cross-connection is maintained (actual or potential)                                | RP            |
| Where the use of public water is such as to subject it to deterioration in sanitary quality | DC or RP      |

\* Means that this equipment or fixture should also have individual, interior protection with the type of backflow assembly shown

A.G. - means approved air gap separation

R.P. - means approved reduced pressure principle backflow assembly

D.C. - means approved double check backflow assembly

PVB - means approved pressure vacuum breaker backflow assembly

Each new, relocated or existing water service must be reviewed to determine the existing or potential hazard which may occur once the water leaves the water purveyors jurisdiction at the water meter. This type of backflow assembly list indicates the type of assembly required for specific businesses and uses. The assembly listed may not be the final determination in a given situation, a more restrictive assembly if a greater hazard is encountered or a less restrictive assembly or none at all if a lesser or no hazard exists. The backflow protection assembly would be installed on the water service line(s), adjacent to the water meter on the consumer's property.

#### **§ 15-1.12.080. Fire System Backflow - Protection Requirements. [Ord. #04-02, S1]**

Following are the minimum backflow assembly required to satisfy containment requirements and shall apply to those fire protection systems connected to the public water system. (AWWA M-14 and NFPA)

The director or designated city utilities employee who has been certified by AWWA as a cross-connection control specialist may require additional protection for the public water system if he/she deems it necessary due to potential contamination.

- a. Class I: Direct connection from public water mains only; no pumps, tanks, or

reservoirs; no physical connection from other water supplies; no antifreeze or other additives of any kind: all sprinkler drains discharging to atmosphere, dry wells, or other safe outlets.

- b. Class II: Same as Class I, except that booster pumps may be installed in the connections from the street mains (Booster pumps do not affect the potability of the system; it is necessary, however, to avoid drafting so much water that pressure in the water main is reduced below 20 psi.)
- c. Assembly Required - Class I and Class II: are interpreted to refer to those systems which generally and ordinarily would not require an approved backflow protection assembly at the fire system user connection in order to protect the public water system. However, it is recognized that "special conditions: (such as multiple services) may exist on the site of a Class I or II fire sprinkler system such that an actual or potential contamination hazard is presented to the domestic water supply and that under these "special conditions" an approved backflow prevention assembly at the user connection for the fire sprinkler system, is warranted.
- d. Class III: Direct connection from public water supply main plus one or more of the following; elevated storage tanks; fire pumps taking suction from above ground covered reservoirs or tanks; and pressure tanks (all storage facilities are filled or connected to public water only, the water in the tanks to be maintained in a potable condition).
- e. Assembly required - Class III: Approved double check valve (DC) installed as outlined in Class I and Class II.
- f. Class IV: Directly supplied from public mains similar to Classes I and II, and with an auxiliary water supply on or available to the premises; or an auxiliary supply located within 1,500 feet of the pumper connection.
- g. Assembly Required - Class IV: Air gap (AG); reduced pressure (RP) or double check valve (DC); the assembly shall be aboveground installation and as near the public water system as possible.
- h. Class V: Directly supplied from public water mains, and interconnected with auxiliary supplies, such as; pumps taking suction from reservoirs exposed to contamination, or rivers and ponds; wells, mills or other industrial water systems; or where antifreeze or other additives are used.
- i. Assembly required - Class V: Air gap (AG); reduced pressure (RP) installed aboveground and as near public water system as possible.
- j. Class VI: Combined industrial and fire protection systems supplied from the public water mains only, with or without gravity storage or pump suction tanks.
- k. Assembly required - Class VI: Protection assembly would be determined after fire marshal and specialist had made a complete survey of the fire protection requirements of the premises.

**§ 15-1.12.090. Water Shutoff Conditions. [Ord. #04-02, S1]**

When water users are found that pose a clear and immediate hazard to the potable water

supply and these hazards cannot be immediately abated, the shutoff procedures should be initiated.

Conditions requiring water shut-off shall include, but not be limited to the following:

- a. Refusal to test backflow prevention assembly;
- b. Refusal to repair or replace faulty backflow prevention assembly;
- c. Direct or indirect connection between a potable water system and a sewer system;
- d. Unprotected direct or indirect connection between a potable water system and a system or equipment containing toxic chemicals or sewage;
- e. Unprotected direct or indirect connection between potable water system and auxiliary water system;
- f. Unprotected direct or indirect connection between potable water system and nonpotable nonpressure system;
- g. Refusals to correct violations.

**§ 15-1.12.100. Water Shutoff Procedure. [Ord. #04-02, S2]**

When it becomes necessary to shut-off- a user's water, the following steps shall be followed:

- a. The cross-connection control specialist shall determine the degree of hazard to public health. (See paragraph a, b, c, d, and e of Section 15-1.12.030.)
- b. If it is determined to be an immediate public health hazard:
  1. Immediately discontinue user's service;
  2. Immediately verbally notify the user;
  3. Follow up with a certified letter of corrections to be taken prior to service being restored;
  4. If the degree of hazard is high, immediate notification to state and county health departments.

**§ 15-1.12.110. Prevention Assembly Certification of Approval. [Ord. #04-02, S1]**

- a. Any backflow prevention assembly required in this chapter shall be of model and size approved by the specialist. The term approved backflow prevention assembly: shall mean an assembly that has been manufactured in full conformance with the standards established by AWWA entitled: AWWA C506-84 Standards for Reduced Pressure Principle and Double Check Valve Backflow Prevention Assemblies; and have met completely the laboratory and field performance specifications of the Foundation of Cross-Connection Control and Hydraulic Research (FCCC & HR) of University of Southern California.
- b. Final approval of any assembly or system proposed for installation under the terms



of this chapter shall be evidenced by a "Certificate of Approval" issued by an approved testing laboratory certifying full compliance with said AWWA standards and FCCC & HR specifications or other recognized testing laboratory. The following testing laboratory has been qualified by the Specialist to test and certify backflow preventers:

Foundation for Cross-Connection Control & Hydraulic Research

University of Southern California

University Park

Los Angeles, California 90089

- c. Testing laboratories other than the laboratory listed above will be added to an approved list as they are qualified by the specialist. Backflow preventers which may be subject to back pressure of back-siphonage that have been fully tested and have been granted a certificate of approval by the qualified laboratory and are listed on the laboratory's current list of "Approved Assemblies" may be used without further test or qualification. The specialist shall maintain in his office the current list of approved assemblies.

**§ 15-1.12.120. Application to Install Prevention Assemblies. [Ord. #04-02, S1]**

Prior to the installation of any backflow prevention assemblies between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the cross-connection control specialist. Application forms are available from the public works department and the building and planning department.

**§ 15-1.12.130. Assembly Inspection. [Ord. #04-02, S1]**

It shall be the duty of the designated city utilities employee who has been certificated by AWWA as a cross-connection control specialist (specialist) to ensure that at any premises where backflow prevention assemblies are installed to have a certified inspection and operational test made at least once per year and immediately after installation, relocation or repair. In those instances where the specialist deems the hazard to be great enough he/she may require certified testing and inspections at more frequent intervals. These inspections and test may be at the expense of the water user and shall be performed by the city water service department certified personnel, or by a certified tester approved by the specialist. It shall be the duty of the specialist to see that these timely tests are made. The customer shall be notified by the specialist in advance when the tests are to be undertaken so that he or his representative may witness the tests if it is so desired. Those assemblies found to be defective shall be repaired, overhauled, or replaced at the expense of the customer user. Records of such tests, repairs, and overhaul shall be kept by the water utility department.

**§ 15-1.12.135. New Installation Testing and Inspection Fee. [Ord. #04-02, S1]**

The charges made for the services provided under Section 15-1.12.130, shall be set, initially as set forth in this section, but the amount of these charges may be modified by the city council from time to time by resolution so that the fees charged are adequate to recover the city's actual cost of providing the services and provide no incentive to the

water user to refuse to cooperate with enforcement efforts. The initial amounts shall be as follows:

3/4" to 1" = \$45

1 1/2" to 2" = \$60

2 1/2" to 4" = \$80

4 1/2" to 8" = \$90

**§ 15-1.12.140. Qualification and Certification of Person to Test, Inspect, Repair, Overhaul or Maintain Backflow Prevention Assemblies. [Ord. #04-02, S1]**

- a. No person shall be qualified to test, inspect, repair, overhaul or maintain backflow prevention assemblies unless his qualifications have been established by AWWA and or ABPA and to the satisfaction of the director or the designated city utilities employee who has been certificated by AWWA and or ABPA as a cross-connection control specialist (specialist) as hereinafter required. To determine the qualifications of any person to test, inspect, repair, overhaul or maintain backflow prevention assemblies, the director individually or through the specialist shall have the authority to conduct additional examinations as he may deem necessary. Upon training as the director shall prescribe, that person must receive a certificate of competence from the AWWA and or ABPA verifying he/she is qualified to test, inspect, repair, overhaul or maintain backflow prevention assemblies. Every person, after receiving a certificate of competence shall be issued such appropriate and such identification shall be kept in the immediate possession of every person holding a certificate of competence while said person is testing, inspecting, repairing, overhauling or maintaining any backflow prevention assembly in the city.
- b. Every person holding a "certificate of competence" issued under the provisions of this chapter shall be required to renew the certificate every three years. Reexamination may be waived at the discretion of the director and/or specialist.
- c. Each person receiving a "certificate of competence" under the provisions of this chapter shall be responsible for the competency and accuracy of all tests, inspections, repairs, overhauls or maintenance performed by him/her on any backflow prevention assembly.
- d. Any person issued a "certificate of competence" who violates or fails to comply with any of the provisions of this chapter or willingly falsifies inspection or maintenance reports submitted to the specialist shall not be considered competent to test, inspect, repair, overhaul or maintain assemblies in the City of Firebaugh. Violation will be forwarded to AWWA and ABPA for revocation of certification.

**§ 15-1.12.145. Amendments. [Ord. #04-02, S1]**

All amendments as may be necessary by California Administration Code Title 17, American Water Works Association (AWWA) and the director, or rates, fees and compensation to be charged and collected by the city for services shall be reviewed, revised and established by resolution of the city council.

**§ 15-1.12.150. Penalties for Noncompliance. [Ord. #04-02, S1]**

The director through the designated city utilities employee who has been certified by AWWA and or ABPA as a cross-connection control specialist shall have the authority to immediately discontinue service to any premises where cross-connections or other hazard to the water system are found to exist, and shall not again render service to said premises until such conditions are eliminated in accordance with the chapter. Any consumer who willfully violates any of the provisions of this chapter shall, in addition to immediate discontinuance of water service, be deemed guilty of an infraction and upon conviction thereof shall be subject to the fines as specified in this section of the code.

The fine for noncompliance shall be not less than \$100 and no more than \$1,000 per violation as deemed necessary by the director or designated city utilities employee.

If any violation be continued, each day's violation shall be deemed a separate violation.

**§ 15-1.12.160. Water Conservation in Landscaping.**

The model Water Efficient Landscaping Ordinance, as published by the California Department of Water Resources, pursuant to the California Water Conservation in Landscaping Act (Government Code § 65591 et seq.), is hereby adopted, in full, by reference, and shall be effective in the City of Firebaugh commencing on January 1, 2010. A copy of the model Water Efficient Landscaping Ordinance shall be retained on file in the office of the city manager, the office of the city planner, and office of the Firebaugh City Clerk at all times.

**§ 15-2. SEWER REGULATIONS.****§ 15-2.1. Actions Prohibited. [Ord. #82-2, S2; Ord. #83-3, S2; Ord. #96-2, S1; Ord. #98-1, S1]**

- a. It shall be a misdemeanor for any person to discharge or cause to be discharged any rain or storm water, surface water, ground water, drainage water or roof-off water into the sewer system of the city.
- b. It shall be a misdemeanor for any person to discharge waste drainage containing sand, grease, oil or sludge except through a trap or settling box sufficient to prevent the sand, grease, oil or sludge from being carried into the sewer system. These traps and settling boxes shall be kept clean and in sufficient repair at all times by the owner of the property. It shall be a misdemeanor to disconnect or bypass a trap or settling box so provided in a manner which might cause drainage to be discharged directly into the sewer system and frustrate the purpose of this section in requiring the provision of traps or settling boxes. Where a trap or settling box is provided and so disconnected or bypassed, it shall be presumed that the person or entity discharging the drainage is responsible for the disconnection or bypass.
- c. It shall be a misdemeanor for any person to drain waste water into the sewer system containing acid or chemicals in such amount as to interfere with the natural digesting process at the sewer disposal plant, or in such quantity as might be reasonably expected to lead to such interference.
- d. It shall be a misdemeanor for any person to remove or cause to be removed a cover

from a manhole or any other opening in the city sewer system, other than a city-approved building sewer, for the purpose of permitting or causing to be directly discharged into the sewer system rain, storm, surface, grounds, drainage or roof-off water, or holding tank waste; except that city employees acting within the scope of their duties as such shall be exempt from the provisions of this paragraph d.

- e. It shall be a misdemeanor for any person to discharge or cause to be discharged any holding tank waste into the city sewer system except in accordance with subsection 15-2.8 and a valid permit issued pursuant to that section. For purposes of this Chapter 15, "holding tank waste" means any waste or other substance from any holding tank such as but not limited to a septic tank, a vessel, a chemical toilet, a camper, a trailer or a vacuum pump tank truck.

#### **§ 15-2.1.1. Required Testing. [Ord. #96-2, S2]**

The public works director or his designated representative may direct, in writing, any person proposing to discharge into the city sewer system any waste, waste water, water or other substance to have it tested for the purpose of determining whether it complies with the applicable requirements, standards and criteria in this chapter or in any other applicable Federal, State or local laws, rules, codes or regulations. Upon receipt of such written direction, the person shall immediately cease from discharging the waste water, water or other substance specified in the direction and shall not discharge, attempt to discharge or cause to be discharged such substance until the testing has been completed and the public works director has given written permission for the discharge. All testing shall be done at no cost to the city and shall be performed according to the methods, standards, criteria and schedule specified by the public works director. If the results of the testing show, to the public works director's satisfaction, that the waste, waste water, water or other substance complies with this chapter and with all applicable Federal, State and local laws, rules, codes and regulations, that it is amenable to treatment by the processes employed by the city's waste treatment facilities, and that it will not be otherwise detrimental or cause damage to the city sewer system or waste water treatment facilities, the director may give the person written permission to discharge the substance into the city sewer system. The permission, if given, shall be subject to all conditions specified by the public works director, including without limitation pretreatment of the substance at no cost to the city.

It shall be a misdemeanor for any person to discharge or cause to be discharged into the city sewer system any waste, waste water, water or other substance not in compliance with this section.

#### **§ 15-2.2. Sewer Revenue Fund. [Ord. #342, S3]**

There is a fund known as the City of Firebaugh Sewer Revenue Fund. All charges, penalties and connection fees for the sewer system shall be paid into said fund and disbursed therefrom in accordance with the provisions of Resolution No. 998, adopted by this council on February 10, 1976.

#### **§ 15-2.3. Sewer Department Established. [Ord. #308, S16]**

There is a city sewer department, which shall be under the management and control of the director of public works, or such other person as may be appointed by the city council

as director thereof.

**§ 15-2.4. New Connections; Fees. [Ord. #308, S17; New; Ord. #80-6, S2]**

Any person making a new connection to the city sewer system shall pay a connection fee as set by the city council resolution after a duly noticed public hearing.

**§ 15-2.5. Plumbing Connections Required; Newly Annexed Property. [Ord. #308, S18]**

All plumbing affecting the sanitary condition of any building or structure within the boundaries of any lot in the city shall be connected with the public sewage system of the city, provided that when property is annexed to the city which is connected to a cesspool or septic tank, the cesspool or septic tank may continue to be used for not more than six months or until the structures on the property can be connected to the sewage system, whichever is sooner.

**§ 15-2.6. Construction Standards; Inspection. [Ord. #308, S19]**

All plumbing to be connected to the Firebaugh sewage system shall be constructed of materials and a manner of construction, with clean-outs, grade, trench and easements in such a manner as to conform to the standard specifications and requirements maintained by the director of public works. All sewage lines or other plumbing which is designed to be connected to the city sewage lines shall be inspected during the course of construction as to the layout, groundwork, materials and construction. The city building inspector shall conduct the inspections, and a reasonable fee shall be charged to the owner for the inspections.

**§ 15-2.7. Sewer Service Charge. [Ord. #342, S2; Ord. #13-03, S2]**

- a. There is hereby levied and assessed upon each premises having any sewer connection available with the sewerage system of this city or which is discharging sewage that ultimately passes through the sewerage system of the City of Firebaugh, a service charge payable as hereinafter provided and in an amount provided as established by resolution of the city council.
- b. The rates established for all user classes by the city shall include, without limitation, the costs of upgrade and maintenance of the sewer treatment and distribution systems, administration and overhead costs, costs of future repairs and capital improvements, necessary reserves to protect and ensure the future utilization of these systems.
- c. The rates established for all user classes by the city shall also include the cost of sewer services which are supplied to city-owned facilities, including, without limitation, city parks, city buildings, City Hall, the police department, the fire department and the Senior Center. City facilities are operated, maintained, and used by, and for the benefit of, the sewer customers of the City of Firebaugh. Since all customers directly or indirectly benefit from city facilities, the cost of providing sewer services to these facilities is included in the sewer rates of the sewer customers of the City of Firebaugh.

**§ 15-2.8. Holding Tank Waste Discharge. [Ord. #98-1, S2]**

Any person proposing to discharge holding tank waste into the sewer system of the city must first secure a holding tank waste discharge permit as provided in this section. Unless allowed by the city under the terms and conditions of a permit, a separate permit must be secured for each separate discharge. Discharge of the holding tank waste shall be in accordance with all terms, conditions and requirements of this section and the permit.

- a. Any person seeking a holding tank waste discharge permit shall complete and file with the public works director an application on the form prescribed by the city, accompanied by an application fee in the then-current amount established from by resolution of the council. As part of the application, the applicant shall submit, in units and terms appropriate for evaluation, the following information:
  1. Name, address, telephone number and current Fresno County Department of Health registration number; if the applicant is a company, name of the owner;
  2. Volume of holding tank waste to be discharged;
  3. Source, constituents and characteristics of the holding tank waste to be discharged;
  4. Year, make, holding tank waste capacity and license number of each vehicle that will make discharges under the permit; and
  5. Any other information as the public works director may deem necessary to evaluate the permit application.

The public works director will evaluate the information furnished by the applicant and may require additional information. After evaluation and approval of the application, the director may issue a holding tank discharge permit subject to the terms and condition provided in this section. If the permit is issued, the applicant shall first pay the estimated user charges at the then-current rates established by resolution of the city council and shall meet such other conditions as the director may require.

- b. A holding tank waste discharge permit shall state the specific location of the discharge, the day(s) and time(s) of day the discharge is to occur, the volume of the permitted discharge, specific limitations on the characteristics and constituents of the holding tank waste that may be discharged and such other terms and condition as the public works director determines necessary or appropriate. No person shall discharge holding tank waste except at the location, on the days, during the times and upon the conditions stated in the permit. The permit or a legible copy thereof shall be carried in each discharging vehicle specified in the permit and shall be displayed to the director or his designated representative at the specified discharge location.
- c. Discharge of permitted holding tank waste shall be made only under the direct supervision of the public works director or his designated representative. Discharge prohibitions shall be those contained in the permit and those in subsection 15-2.1.
- d. A holding tank waste discharge permit shall not override any permit, rule, regulation or requirement of the Fresno County Health Services Agency, of Article

I, Chapter 4, Part 13 of Division 104 of the California Health & Safety Code or of any other applicable Federal or State law or regulation.

- e. The volume of holding tank waste discharge may be ascertained by means of an external sight glass or other suitable device acceptable to the public works director, marked in 100 gallon increments, provided that a "certificate of inspection" from the Fresno County Division of Weights and Measures is obtained annually for each permitted vehicle's measuring device. The permittee shall furnish to the director a copy of the "certificate of inspection" for each permitted vehicle so certified. Any permitted vehicle without such measuring device shall be charged for each load according to the rated capacity of the tank. The discharger will be given a receipt, signed by both the public works director or his designee and the discharger, at the time of the discharge. The receipt shall state the volume of holding tank waste discharged. The city will bill the permittee at the beginning of each calendar month for user charges based on the amount discharged during the preceding calendar month, at the then-current rates established by resolution of the city council, with a credit for any estimated user charges paid pursuant to paragraph a of this subsection 15-2.8. In addition, if processing the permittee's loads necessitates overtime work or special handling by city personnel, the permittee shall be responsible and shall be billed for all additional costs in connection therewith.
- f. The permittee shall be liable for any damage to city personnel, structures, property or waste water treatment processes caused by any holding tank waste load deposited pursuant to the permit. The permittee shall have in effect, at all times while exercising the privileges of the permit, public liability and property damage insurance of not less than the amount specified by the city in the permit and shall furnish evidence of such coverage immediately upon request by the city.
- g. The permittee shall notify the public works director 24 hours prior to delivery of any holding tank waste load.
- h. The public works director shall have the right to sample or cause sampling of holding tank waste loads before they are discharged into the city's sewer system or waste water treatment facility. Laboratory charges incurred shall be paid by the permittee, whether or not the load is accepted. The director may require pretreatment measures to bring the holding tank waste to be discharged into compliance with the limitations of the permit and this code. Such pretreatment, if required, shall be accomplished by the permittee at the permittee's expense.
- i. The city reserves the right to reject any holding tank waste load. Any rejected load shall be retrieved by the permittee at the permittee's expense. If the permittee fails to retrieve a rejected load immediately, the city shall have the right to arrange for disposal by any legal means and collect the full costs of doing so from the permittee.
- j. For each holding tank waste load to be discharged into the city's sewer system or waste water treatment facility, all holding tank waste sources shall be recorded on a waste hauler manifest form provided by the city. Each manifest form shall be submitted to the public works director or his designated representative prior to discharge.
- k. In addition to other terms, conditions and restrictions required by this subsection

15-2.8 or deemed necessary or appropriate by the public works director, each holding tank waste discharge permit shall contain, and each permittee shall comply with, the following conditions:

1. Only domestic holding tank waste may be discharged. Discharge of industrial or commercial holding tank waste, including waste from sand, oil or grease interceptors, shall be prohibited.
2. Discharge of any waste classified as hazardous waste by either the State or the United States Environmental Protection Agency shall be prohibited.
3. Discharge of holding tank waste from outside the county shall be prohibited and shall not be accepted for processing by the city.
4. The permittee shall preserve for at least three years all records, books, documents, memoranda, reports and correspondence relating to the monitoring, sampling and chemical analyses of holding tank waste made by or on behalf of the permittee in connection with the discharge.
5. Except where such disclosure is prohibited by law, all reports and other documents required by this section shall be available for public inspection at the office of the public works director.
6. No person shall increase the use of potable or process water in or in any way attempt to dilute a holding tank waste discharge as a partial or complete substitute for adequate treatment to achieve compliance with discharge limitations contained in this section or a permit.
7. The permittee shall indemnify, hold harmless and defend the city, its council, boards and commissions, and each of its officers and employees from any and all claims, demands, loss, liability, costs or damages (in contract, tort, strict liability or statute, including personal injury, death or property damage) arising out of or in any way connected with discharge of holding tank waste or other acts or omissions in connection with a permit issued under this section, including without limitation any damage to city personnel, structures, property or waste water treatment processes. Without limiting the preceding sentence, if any holding tank waste load accepted from the permittee causes or contributes to a violation of any Federal, State or local waste water standard, rule or regulation, the permittee shall reimburse the city for any and all loss, liability, damage or penalties resulting therefrom.
8. A holding tank waste discharge permit shall not be assigned or transferred; provided that if the permittee is sold to or merges into another entity, the permit may be transferred to the successor entity and discharges thereunder continued only upon the public works director's written approval of such transfer.
1. No holding tank waste discharge permit issued under this section shall be deemed to convey any property or vested rights or any exclusive privileges. Such permit may be revoked by the public works director at any time. Without limiting the preceding sentence, the public works director may immediately revoke a permit when, after inspection, monitoring or analysis, he determines that the discharge of



holding tank waste to the city's sewer system or waste water treatment facility is or will be in violation of this Chapter 15 or any other Federal, State or local law, ordinance, regulation or standard, or when he determines that there has been falsification or misrepresentation of data or statements in the application for the permit or in any reporting form or other document required to be submitted by this subsection 15-2.8. The director shall give the permittee written notice of revocation. Such notice will be sufficient if given by first class mail to the permittee's most current address on file with the director. The revocation shall be effective on the date stated in the notice.

- m. A holding tank waste discharge permit may be modified by the public works director at any time due to modifications in applicable laws, regulations, standards, limitations or requirements or for other causes. The director shall give the permittee written notice of any such modification. The notice will be sufficient if given by first class mail to the permittee's most current address on file with the director. The permittee shall have a reasonable period of time, as determined by the director, after such notice to comply with any modification which results in new conditions under the permit.
- n. It shall be unlawful and a misdemeanor for any person to violate any provision of a holding tank waste discharge permit or this subsection 15-2.8. In addition, any person who intentionally or negligently violates any provision of a holding tank waste discharge permit or this subsection 15-2.8 may be liable in a civil action for an amount not to exceed \$6,000 for each day in which the violation occurs.

#### **§ 15-2.9. Industrial User and Wastewater.**

##### **§ 15-2.9.1. Definitions. [Ord. #13-04]**

**CATEGORICAL PRETREATMENT STANDARD OR CATEGORICAL STANDARD** — Shall mean any regulation containing pollutant discharge limits promulgated by EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

**INDUSTRIAL CONNECTION SEWER** — Shall mean any sewer connecting a building, building sewer, process facility or drainage system to the public sewer for purposes of conveying industrial wastewater.

**INDUSTRIAL USER** — Shall mean any user who discharges nondomestic wastewater to the public sewer or city-owned treatment and/or disposal site. In this section industrial user may be referred to as the "discharger."

**INDUSTRIAL WASTEWATER** — Shall mean all water-carried wastes and wastewater from any producing, manufacturing, processing, institutional, commercial, agricultural or other operation where the wastewater discharge includes significant quantities of wastes of nonhuman origin.

**PERSON** — Shall mean any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

**§ 15-2.9.2. Discharge Permit-Requirements Generally. [Ord. #13-04]**

- a. No person shall discharge or cause to be discharged any industrial wastewaters directly or indirectly to sewerage facilities owned by the city without first obtaining a city permit for industrial wastewater discharge from the city manager, upon recommendation by the city engineer.
- b. The permit for industrial wastewater discharge may require pretreatment of industrial wastewaters before discharge, restriction of peak flow discharges, discharge of certain wastewaters only to specified sewers of the city, relocation of point of discharge, prohibition of discharge of certain wastewater components, restriction of discharge to certain hours of the day, payment of additional charges to defray increased costs of the city created by the wastewater discharge and such other conditions as may be required to effectuate the purpose of this chapter. Specific discharge limits, as specified in the National Categorical Pretreatment Standards or the city's waste discharge order shall be included in each permit: provided, however, that if no such limit has been established, the city engineer shall ascertain the limit to be applied to the discharger and such limit shall be incorporated in the permit. Those limits set by the city engineer shall be no less stringent than applicable State and National Categorical Pretreatment Standards or limits listed in the city's industrial waste discharge order from the Central Valley Regional Water Quality Control Board.
- c. No person shall discharge industrial wastewaters in excess of the quantity or in violation of quality limitations set by the permit for industrial wastewater discharge. Any person desiring to discharge wastewaters or use facilities which are not in conformance with the industrial wastewater permit or desiring to change its discharge parameters, shall apply to the city for an amended permit. An amended permit shall be secured before discharging at limits which violate the current permit condition. New or increased contributions of pollutants to the city sewerage system by industrial users, where such contribution do not meet applicable Categorical Pretreatment Standards or the city's waste discharge order and the requirements set forth in this chapter or where such contributions would cause the city to violate its waste discharge requirements, are prohibited, and no amended permit shall be issued for such contributions.
- d. A schedule for complying with any industrial effluent limitations, self-monitoring requirements or other requirements deemed necessary by the city engineer to ensure compliance with city, county, State or Federal rules and regulations shall be submitted to the city for approval. The city engineer may require compliance schedule progress reports, a report on final compliance with effluent limitations and standards, and periodic reports on continued compliance.
- e. At least once every two years or more often if tests indicate effluent violates the city discharge order, the city engineer shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan. The city engineer may require any user to develop, submit for approval and implement such a plan. Alternatively, the city manager, on recommendation of the city engineer, may develop such a plan for any user. An accidental discharge/slug control plan shall address, at a minimum, the following:

1. Description of discharge practices, including non-routine batch discharges;
2. Description of stored chemicals;
3. Procedures for immediately notifying the city engineer of any accidental or slug discharge, and
4. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

**§ 15-2.9.3. Discharge Permit-Change of Restrictions. [Ord. #13-04]**

- a. The city may change the restrictions or conditions of a permit for industrial wastewater discharge from time to time as circumstances may require, including, but not limited to, resulting from new or updated State regulations impacting the sewer facilities owned and/or operated by the city and/or water quality.
- b. The city shall allow an industrial discharger 120 days following written notice of changes to comply with any changes in the industrial wastewater permit required by the city.

**§ 15-2.9.4. Discharge Permit-Assessment of Fines to Discharger by the City. [Ord. #13-04]**

- a. The city manager, on recommendation of the city engineer, shall issue a notice of violation to a discharger that does not comply with the requirements listed in that discharger's city discharge permit for industrial wastewater discharge. Such notice may require the payment of fines, which may include a monetary equivalent amount equal to the cost of pre-treatment improvements, flow equalization improvements, source control improvements, implementation of wastewater control programs, or any other costs that would have been required of the discharger to maintain compliance with the city permit industrial wastewater discharge permit. The fine may also include monetary amounts allowing the city to recover its costs for discovering, assessing and collecting the fine related to noncompliance with the industrial user's city permit for industrial wastewater discharge. Alternatively, in the event the costs described above are difficult to determine or estimate, fines up to \$1,000 per violation per day may be assessed depending on the severity and history of the problem, effluent content and other treatment related matters. Fines imposed pursuant to this section shall be reported to the city council by the city manager. The discharger may appeal these fines to the city council pursuant to subsection 15-2.9.7.
- b. Violations or fines assessed to the city from Federal, State or county entities for wastewater discharges reasonably attributed to the failure of an industrial user to comply with its city permit for industrial wastewater discharge, shall be assessed to that discharger as part of the fine for noncompliance with the requirements of that

discharger's industrial wastewater discharge permit with the city.

- c. Assessment of fines shall not diminish the city's rights to recover damages resulting from the industrial wastewater discharger's activities which violate permit conditions.

**§ 15-2.9.5. Discharge Permit-Suspension-Conditions for Reinstatement. [Ord. #13-04]**

- a. On recommendation of the city engineer, the city manager may suspend a permit for industrial wastewater discharge when such suspension is necessary in order to stop a discharge which presents an actual or threatened hazard to the public health, safety or welfare, to the local environment, the city's sewerage system or the city's water system.
- b. Any discharger notified of a suspension of its industrial wastewater permit shall immediately cease and desist the discharge of all industrial wastewater to the sewerage system. In the event of a failure of the discharger to comply voluntarily with the suspension order, the city manager, on the recommendation of the city engineer, shall take such steps as set forth in this chapter to ensure compliance.
- c. The city manager, on the recommendation of the city engineer, shall reinstate the industrial wastewater permit upon proof of satisfactory compliance with all discharge requirements of the city.

**§ 15-2.9.6. Discharge Permit-Revocation. [Ord. #13-04]**

The city manager, on the recommendation of the city engineer, may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- a. Failure to notify the city engineer and city manager of significant changes to the wastewater prior to the changed discharge;
- b. Failure to provide prior notification to the city engineer and city manager of significant changed conditions, including, without limitation, facility expansion, significant change in procession operations, major equipment changes/modifications which may have a material impact on effluent discharge;
- c. Failure to secure necessary business permits when required;
- d. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- e. Falsifying self-monitoring reports;
- f. Tampering with monitoring equipment;
- g. Refusing to allow the city engineer or his designee timely access to the facility premises and records;
- h. Failure to meet effluent limitations;
- i. Failure to pay fines;

- j. Failure to pay sewer charges;
- k. Failure to meet compliance schedules;
- l. Failure to complete a wastewater survey or the wastewater discharge permit application;
- m. Failure to provide advance notice of the transfer of business ownership of a permitted facility;
- n. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this chapter; or
- o. Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user; or
- p. Failure to maintain appropriate land use permit (i.e., CUP, site plan review).

**§ 15-2.9.7. Appeal. [Ord. #13-04]**

The discharger may, within 10 business days of notice of an adverse decision under this section, appeal the decision to the city council by filing written notice of appeal with the city clerk. The council shall fix a time and place for hearing such appeal. The clerk shall give notice to the discharger for the time and place of the appeal by serving it personally by U.S. Mail to the discharger's last known address. The council's decision shall be final.

**§ 15-2.9.8. Restrictions or Refusal of Service Pursuant to Availability of City's Facilities. [Ord. #13-04]**

- a. If sewerage capacity is not available, the city may require the industrial wastewater discharger to restrict its discharge until sufficient capacity can be made available.
- b. When requested, the city will advise persons desiring to locate new facilities as to the areas where industrial wastewater of their proposed quantity and quality can be received by available sewerage facilities.
- c. The city may refuse service to persons locating facilities in areas where their proposed quantity or quality of industrial wastewater is unacceptable in the available treatment facility.

**§ 15-2.9.9. Damage Caused by Prohibited Discharge, Slug Discharges, or by Other Causes. [Ord. #13-04]**

Any industrial wastewater discharger who discharges or causes the discharge of prohibited wastewaters or slug discharges which cause damage to city's facilities (included but not limited to wastewater treatment plant, water system, streets), detrimental effects on treatment processes, or any other damages resulting in costs to the city shall be liable to the city for all damages occasioned thereby.

**§ 15-2.9.10. Existing Dischargers. [Ord. #13-04]**

- a. All persons discharging industrial wastewater directly or indirectly to the city's municipal sewer system or city-owned treatment and/or disposal facilities prior to the effective date of the ordinance codified in this chapter and who have obtained a permit or approval of industrial wastewater discharge from the city are granted a temporary permit to discharge industrial wastewaters. **[Ordinance #13-04, codified herein as subsection 15-2.9 became effective September 4, 2013.]**
- b. This temporary permit shall expire six months after notification by the city manager that a new permit is to be obtained, or after two years from the effective date of the ordinance codified in this chapter, whichever should first occur.
- c. 120 days prior to the expiration of the temporary permit, the industrial wastewater discharger shall apply for and obtain a permit for industrial wastewater discharge.

**§ 15-2.9.11. Industrial Wastewater Discharger Charges. [Ord. #13-04]**

- a. For connection of an industrial structure, works or establishment, the charge shall be determined by the city manager, and approved by the city council based on quantity in relation to single-family units, plus unusual strength and characteristics of the wastewater to be received.
- b. Dischargers with unusual industrial wastewater circumstances due to wastewater characteristics or amount of wastewater flow may, at the discretion of the city council, enter into a discharger-specific agreement with the city for establishing the charges to the discharger for the treatment of its wastewater flows. The discharger-specific agreement must allow the city to recover all costs occasioned by the treatment of that discharger's industrial wastewater flows including but not limited to capital costs, legal costs, engineering costs and operational costs.

**§ 15-3. SALE OF WATER TO WATER TRUCKS. [Ord. #308, S21; Ord. #90-7, S1; Ord. #96-2, S3; Ord. #98-1, S3]**

The water manager shall be authorized to sell water to water trucks at a metered outlet for a reasonable price to be fixed by the water manager.

**§ 15-4. PENALTY. [Ord. #308, S22]**

Any person committing any act declared by this chapter to be a misdemeanor shall be liable, after conviction, to the penalty stated in Chapter 1, section 1-5.

**§ 15-5. CONSTRUCTION OF OFF-SITE WATER MAINS.**

**§ 15-5.1. Developer to Assume Cost of Water Main Extensions. [Ord. #81-7, S1]**

If it becomes necessary to extend off-site water mains in order to serve a new development, the cost of the extension, hereinafter called "off-site main," will be the responsibility of the developer, however the developer will not be required to provide, at the developer's expense, a line exceeding 10 inches in diameter. The city reserves the right to increase the diameter of the off-site main upon the condition the cost to the developer will not exceed the construction costs of the extension.

**§ 15-5.2. Approval of Plans by Engineer; Cost of Distributing Mains Not to Be Included in Agreement. [Ord. #81-7, S2]**

The plans and specifications for the off-site main must be approved by the city engineer. The engineering costs for the preparation of plans, specifications and staking of the off-site main incurred by the developer may be included in the agreed construction costs as provided for in this section. The cost of distribution mains within the development boundary and their appurtenances shall not be included in the off-site main repayment agreement.

**§ 15-5.3. Procedure for Construction of Off-Site Mains; Ownership After Completion by the City. [Ord. #81-7, S3]**

- a. Sealed bids shall be submitted in writing for the construction of the off-site main directly to the city manager. These bids shall be opened on a predetermined date agreeable to the developer and the city, both of whom reserve the right to reject any or all bids.
- b. The construction cost of the off-site main shall be determined prior to the commencement of construction, and shall be approved by the city manager. However, the final award of the bid for the construction will be the responsibility of the developer.
- c. Upon completion, the off-site main shall become the property of the city and the city shall have exclusive control of connections to the main.

**§ 15-5.4. Agreement Regarding Reimbursement to the Developer for Costs in Excess Attributable to His Development. [Ord. #81-7, S4]**

Prior to commencement of any construction the city and developer involved shall execute an agreement providing for the equitable reimbursement to said developer of the cost of said lines in excess of those costs attributable to his development. Said agreement shall specify those differential costs and the applicable zones of benefit on adjacent property subject to reimbursement shall be made by imposing connection charges on subsequent developers within said zone of benefit based upon a pro rata formula set for in the agreement.

**§ 15-5.5. Connection Charges for Adjacent Property to Reimburse Original Developer. [Ord. #81-7, S5]**

The city shall impose, as a condition of development on said adjacent property within the established zone of benefit under said agreement, appropriate connection charges to reimburse the original developer for the excess costs as established in said agreement. All sums so charged and collected by the city shall be paid to the original developer, his successors, assigns or designee, provided that no sums collected in excess of the differential cost as established by said agreement shall be reimbursed.

**§ 15-5.6. Engineering Costs and Inspection Charges to be Included in Construction Costs. [Ord. #81-7, S6]**

The engineering costs, in an amount approved by the city manager, shall be included in

the cost of construction as well as the costs of the city inspection which shall be paid to the city by the developer. No interest shall apply to off-site main construction costs.

## **§ 15-6. CONSTRUCTION OF OFF-SITE SEWER MAINS.**

### **§ 15-6.1. Developer to Assume Cost of Sewer Main Extensions. [Ord. #81-5, S1]**

If it becomes necessary to extend sewer mains in order to serve a new development, the cost of the main extension, hereinafter called "off-site main", will be the responsibility of the developer, however the developer will not be required to provide, at the developer's expense, a line exceeding eight inches in diameter. The city reserves the right to increase the diameter of the off-site main upon the condition the costs to the developer will not exceed the actual construction costs of the same extension if the eight inch pipe has been used.

### **§ 15-6.2. Approval of Plans by Engineer; Cost of Mains Not to be Included in Agreement. [Ord. #81-5, S2]**

The plans and specifications for the off-site main must be approved by the city engineer. The engineering costs for the preparation of plans, specifications and staking of the off-site main incurred by the developer may be included in the agreed construction costs as provided for in this section. The cost of mains within the development boundary shall not be included in the off-site main repayment agreement.

### **§ 15-6.3. Procedure for Construction of Off-Site Mains; Ownership After Completion by the City. [Ord. #81-5, S3]**

- a. Sealed bids shall be submitted in writing for the construction of the off-site main directly to the city manager. These bids shall be opened on a predetermined date agreeable to the developer and the city, both of whom reserve the right to reject any or all bids.
- b. The construction cost of the off-site main shall be determined prior to the commencement of the construction, and shall be approved by the city manager. However, the final award of the bid for construction will be by the developer and the cost of construction will be the responsibility of the developer.
- c. Upon completion, the off-site main shall become the property of the city and the city shall have exclusive control of connections to the main.

### **§ 15-6.4. Agreement Regarding Reimbursement to the Developer for Costs in Excess Attributable to His Development. [Ord. #81-5, S4]**

Prior to commencement of any construction the city and developer involved shall execute an agreement providing for the equitable reimbursement to said developer of the cost of said lines in excess of those costs attributable to his development. Said agreement shall specify those differential costs and the applicable zones of benefit on adjacent property subject to reimbursement shall be made by imposing connection charges on subsequent developers within said zone of benefit based upon a pro rata formula set forth in the agreement.



**§ 15-6.5. Connection Charges for Adjacent Property to Reimburse Original Developer. [Ord. #81-6, S5]**

The city shall impose, as a condition of development on said adjacent property within the established zone of benefit under said agreement, appropriate connection charges to reimburse the original developer for the excess costs as established in said agreement. All sums so charged and collected by the city shall be paid to the original developer, his successors, assigns or designee, provided that no sums collected in excess of the differential cost as established by said agreement shall be reimbursed.

**§ 15-6.6. Engineering Costs and Inspection Charges to be Included in Construction Costs. [Ord. #81-6, S6]**

The engineering costs, in an amount approved by the city manager, shall be included in the cost of construction as well as the cost of the city inspection which shall be paid to the city by the developer. No interest shall apply to off-site main construction costs.

**§ 15-6.7. Mandatory Connection to Municipal Water and Sewer Service. [Ord. #07-07, S1]**

All residences, businesses and structures in need of water or sewer service in the City of Firebaugh shall be connected to the municipal water system and sewer system. For new residences, businesses and structures, said connections shall be made before an occupancy permit can be granted by the city. For residences, businesses and other structures which are not connected to the municipal water and sewer system on the date this subsection becomes effective,<sup>2</sup> said connection shall be made to the water and or sewer system when the municipal water or sewer main is installed in the public or other right-of-way or easement within 100 feet of the property line. The connection to the municipal water and sewer system shall be made at the property owner's sole cost.

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2. Editor's Note: Ordinance No. 07-07, codified herein as subsection 15-6.7, was adopted November 19, 2007.

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## Appendix D

**CITY OF FIREBAUGH  
MUNICIPAL CODE  
ADDITIONS TO CHAPTER 15**

**15-2.1.2.1 Interceptors Required**

Any type of business or establishment where grease or other objectionable materials may be discharged into a public or private sewage main or disposal system shall be required to provide a grease, oil and sand interceptor when in the opinion of the city one is necessary for the proper handling of liquid wastes, containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients. Interceptors shall conform to the following:

- A. The size of grease interceptors shall be determined as described in the Uniform Plumbing Code and as approved by the city.
- B. Interceptors shall be so installed and connected that they shall be at all times easily accessible for inspection, sample collection, cleaning and removal of grease and other ingredients.
- C. Waste discharge from fixtures and equipment in establishments which may contain grease or other objectionable materials including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, food waste disposals, soup kettlers, and floor drains located in areas where such objectionable materials may exist, may be drained into the sanitary waste through the interceptor when approved by the city provided however, that toilets, urinals, wash basins, and other fixtures containing fecal material shall not flow through the interceptor.
- D. Discharges entering interceptors shall not exceed one hundred ten degrees Fahrenheit (110°F).
- E. Abandoned interceptors shall be emptied and filled as required for abandoned septic tanks.

**15-2.1.2.2 Maintenance of Interceptors**

All grease, oil and sand interceptors shall be maintained by the owner, at his expense, in a continuously efficient operation at all times.

All grease, oil and sand interceptors shall be maintained by periodic removal of the accumulated grease. The use of chemicals to dissolve grease is specifically prohibited. No accumulated grease shall be introduced into any drainage piping or public or private sewer.

The discharger shall develop and maintain a record of periodic maintenance, and pumping of the grease interceptor. Records shall be retained for a period of not less than three (3) years. A copy of the cleaning record shall be maintained at the facility and made available to the city upon request.

Pumping shall be sufficiently frequent to prevent objectionable odors, surcharge of the removal device causing pass through or interference with the operation of the sanitary sewer system.

When a grease interceptor is cleaned, the removed sediment, liquid and floating material shall be legally disposed of in a manner other than to the city's collection system.

All interceptor owners shall provide immediate access to the interceptor chambers at all times for the purpose of inspection, sampling, cleaning and maintenance. At no time shall any material, debris, obstacles or other obstructions be placed which will prevent immediate access to the interceptor.

Regular inspection of grease interceptors will be conducted by the city, the frequency of which will be determined by the Public Works Director.

#### 15-2.8 Maintenance of Sewer Laterals

Building sewers shall be maintained by the owner of property served hereby. Sewer laterals will be maintained by the City. All properties will be required to have a four-inch sewer cleanout or the same size as the lateral sewer installed to city standards at property line and accessible for maintenance crews. If a cleanout is not available at the property line, the city shall not be responsible for maintenance of the sewer lateral until such time as a cleanout meeting city standards is installed at property line at the request of the property owner.

#### 15-4.1 Enforcement

In addition to the enforcement policies and procedures stated in Chapter 1, Section 1-5 (Ord.#308, S22), the following shall also apply specifically to enforce regulations as may be necessary for safe, economical and efficient management and protection of the City sewage system, the City sewage treatment and disposal works.

In the event of a violation of any of the laws of the state, the ordinances of the City or rules and regulations so established referring to the discharge of sewage, the City shall notify the person or persons causing, allowing or committing such violation, in writing, specifying the violation and requiring or implementing any of the following actions as determined by the City:

- A. Require the user to submit, for approval, a detailed time schedule of specific actions the user shall take in order to correct or prevent said violation.

- B. Require user to cease or prevent further violation within five days after the receipt of such notice.
- C. Immediately disconnect sewer service.
- D. When discharge of wastewater causes an obstruction, damage, or other impairment to public sewerage facilities, the City Manager may assess a charge against the user for work required to clean or repair the facilities and add such charge to the user's charges for use of public sewerage facilities.
- E. Any person violating any of the provisions of this chapter shall be liable to the City for any expense, loss or damage occasioned the City by reason of such violation.

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## Appendix E

INSERT COPY OF APPROVED RESOLUTION  
AND  
COPY OF CERTIFICATION FORM

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## Appendix F



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## Category 1 Sanitary Sewer Overflow

## 6.2 SSO CATEGORY 1

[Menu](#) | [Help](#) | [Log out](#)Navigate to: 

You are logged-in as: SSO Demo. If this account does not belong to you, please log out.

**Spill - General Information** ?[SSO Menu](#)

|                      |           |                        |                                     |
|----------------------|-----------|------------------------|-------------------------------------|
| Spill Event ID:      | New       | Regional Water Board:  | Region 5S - Sacramento              |
| Spill Location Name: | Test      | Agency:                | State Water Resources Control Board |
| WDID:                | 5SSO10000 | Sanitary Sewer System: | Demo South CS                       |

[General Info](#) | [Spill Related Parties](#) | [Attachments](#)**Spill - General Information, Screen 2**  You have 59:54 minutes to save your report before your session expires.

Note: Questions with "\*" are required to be answered for 'Save Work in Progress'.

Questions with "\*" are required to be answered for 'Submit Draft'.

Questions with "\*" are required to be answered for 'Ready to Certify'.

Submit Draft On:

Last Updated By: [SSO Demo](#)

1 - Spill Type: Category 1

**\* 2 - Estimate Spill Volumes**a) Estimated spill volume that reached a separate storm drain that flows to a surface water body?  gallonsb) Estimated spill volume recovered from the separate storm drain that flows to a surface water body? (Do not include water used for clean-up)  gallonsc) Estimated spill volume that reached a drainage channel that flows to a surface water body?  gallonsd) Estimated spill volume recovered from a drainage channel that flows to a surface water body?  gallonse) Estimated spill volume discharged directly to a surface water body?  gallonsf) Estimated spill volume recovered from surface water body?  gallonsg) Estimated spill volume discharged to land? (Includes discharges directly to land, and discharges to a storm drain system or drainage channel that flows to a storm water infiltration/retention structure, field, or other non-surface water location.)  gallonsh) Estimated spill volume recovered from the discharge to land? (Do not include water used for clean-up)  gallons

| Estimated<br>Total spill volume<br>to Reach Surface Water<br>(a-b+c+e) | Estimated<br>Total spill volume<br>to Reach Land<br>(g) | Estimated<br>Total spill volume<br>Recovered<br>(b+d+f+h) | Estimated<br>Total spill volume<br>(a+c+e+g) |
|--|---|---|--|
| <input type="text" value="1"/>   | <input type="text" value="0"/>                          | <input type="text" value="0"/>                            | <input type="text" value="1"/>               |

\* 3 - Did the spill discharge to a drainage channel and/or surface water? \* 4 - Did the spill reach a storm drainpipe that is not part of a combined sewer system? \* 5 - If spill reached a separate storm drainpipe, was all of the wastewater fully captured from the separate storm drain and returned to the sanitary sewer system? **Physical Location Details**\* 6 - Spill location name: \* 7 - Latitude of spill location:  deg.  min.  sec. OR  decimal degrees [\[ Map \]](#)\* 8 - Longitude of spill location:  deg.  min.  sec. OR  decimal degrees [\[ Map \]](#)\* 9 - County: \* 10 - Regional Water Quality Control Board: 11 - Spill location description:  
(Use attachment if location description is more than 2000 characters)

## Spill Details

\*12 - Number Of appearance points:

\*13 - Spill appearance point:

(Hold Ctrl key to Select Multiple answers from the list)

Combined Sewer D.I. (Combined CS Only) ^  
Force Main ^  
Gravity Mainline ^

\*14 - Spill appearance point explanation:

(Required if spill appearance point is "Other" and/or multiple appearance points are selected)

\*\*15 - Final spill destination:

(Hold Ctrl key to Select Multiple answers from the list)

Beach ^  
Building or Structure ^  
Combined Storm Drain (Combined CS only) ^

16 - Explanation of final spill destination:

(Required if final spill destination is "Other")

\*17 - Estimated spill start date/time:

:  :  Date Format: MM/DD/YYYY

\*18 - Date and time sanitary sewer system agency was notified of or discovered spill:

:  :  Date Format: MM/DD/YYYY

\*19 - Estimated Operator arrival date/time:

:  :  Date Format: MM/DD/YYYY

\*\*20 - Estimated spill end date/time:

:  :  Date Format: MM/DD/YYYY

\*\*21 - Spill cause:

22 - Spill cause explanation:

(Required if spill Cause is "Other")

\*\*23 - Where did failure occur?

24 - Explanation of Where Failure Occurred:

(Required if Where Failure Occurred is "Other")

\*\*25 - Was this spill associated with a storm event?

26 - Diameter of sewer pipe at the point of blockage or failure:

inches

27 - Material of sewer pipe at the point of blockage or failure:

28 - Estimated age of sewer asset at the point of blockage or failure:

\*\*29 - Spill response activities:

(Hold Ctrl key to Select Multiple answers from the list)

Cleaned-Up ^  
Mitigated Effects of Spill ^  
Contained all or portion of spill ^

30 - Explanation of spill response activities:

(Required if spill response activities is "Other", use attachment if the text is more than 1700 characters)

\*\*31 - Spill response completion date:

:  :  Date Format: MM/DD/YYYY

\*\*32 - Spill corrective action taken:

(Hold Ctrl key to Select Multiple answers from the list)

Added sewer to preventive maintenance program ^  
Adjusted schedule/method of preventive maintenance ^  
Enforcement action against FOG source ^

33 - Explanation of spill corrective action taken:

(Required if spill corrective action is "Other")

\*\*34a - Is there an ongoing investigation?

34b - Reason for ongoing investigation?

35 - Visual inspection results from impacted receiving water:

\*\*36 - Health warnings posted?

\*\*37 - Did the spill result in a beach closure (If YES, answer questions 38)?

\*\*38 - Name of impacted beach(es) (enter NA if None):

39 - Name of impacted surface water(s) (enter Un-named Tributary to XXXXX where XXXXX is the name of first named downstream tributary if receiving surface water body is un-named):

**\*\*40 - Water quality samples analyzed for:**  
(Hold Ctrl key to Select Multiple answers from the list)

**41 - Explanation of water quality samples analyzed for:**  
(Required if water quality samples analyzed for is "Other chemical indicator(s)", "Biological indicator(s)", or "Other")

**\*\*42 - Water quality sample results reported to:**  
(Hold Ctrl key to Select Multiple answers)

County Health Agency  
Regional Water Quality Control Board  
Other (specify below)

**43 - Explanation of water quality sample results reported to:**  
(Required if water quality sample results reported to is "Other")

**\*\* 44 - Explanation of volume estimation methods used:**  
(Describe how you developed spill volume estimates for this spill)

### Notification Details

**45 - Cal OES Control Number**  
(Required for **Category 1** - see SSO Monitoring and Reporting Program Requirements):

46 - Cal OES Called Date/Time  
(Required for **Category 1** - see SSO Monitoring and Reporting Program Requirements):

 00  : 00  Date Format: MM/DD/YYYY

**\* 47(a) - Name and Tittle (Contact person who can answer specific questions about this SSO)**

\* 47(b) - Contact Person Phone Number

### Save Work in Progress

Submit Draft

Ready to Certify

---

## Category 2 Sanitary Sewer Overflow

## 6.3 SSO CATEGORY 2

[Menu](#) | [Help](#) | [Log out](#)Navigate to: 

You are logged-in as: SSO Demo. If this account does not belong to you, please log out.

**Spill - General Information** 7[SSO Menu](#)

|                      |          |                        |                                     |
|----------------------|----------|------------------------|-------------------------------------|
| Spill Event ID:      | New      | Regional Water Board:  | Region 5S - Sacramento              |
| Spill Location Name: | Test     | Agency:                | State Water Resources Control Board |
| WDID:                | SSO10000 | Sanitary Sewer System: | Demo South CS                       |

[General Info](#) [Spill Related Parties](#) [Attachments](#)**Spill - General Information, Screen 2**You have  minutes to save your report before your session expires.

Note: Questions with "\*" are required to be answered for 'Save Work in Progress'.

Questions with "\*" are required to be answered for 'Submit Draft'.

Questions with "\*" are required to be answered for 'Ready to Certify'.

Submit Draft On:

Last Updated By: [SSO Demo](#)

1 - Spill Type: Category 2

**\* 2 - Estimate Spill Volumes**a) Estimated spill volume that reached a separate storm drain that flows to a surface water body?  gallonsb) Estimated spill volume recovered from the separate storm drain that flows to a surface water body? (Do not include water used for clean-up)  gallonsc) Estimated spill volume that reached a drainage channel that flows to a surface water body?  gallonsd) Estimated spill volume recovered from a drainage channel that flows to a surface water body?  gallonse) Estimated spill volume discharged directly to a surface water body?  gallonsf) Estimated spill volume recovered from surface water body?  gallonsg) Estimated spill volume discharged to land? (Includes discharges directly to land, and discharges to a storm drain system or drainage channel that flows to a storm water infiltration/retention structure, field, or other non-surface water location.)  gallonsh) Estimated spill volume recovered from the discharge to land? (Do not include water used for clean-up)  gallons

| Estimated<br>Total spill volume<br>to Reach Surface Water<br>(a+b+c+e) | Estimated<br>Total spill volume<br>to Reach Land<br>(g) | Estimated<br>Total spill volume<br>Recovered<br>(b+d+f+h) | Estimated<br>Total spill volume<br>(a+c+e+g) |
|--|---|---|--|
| <input type="text" value="0"/>   | <input type="text" value="1000"/>                       | <input type="text" value="0"/>                            | <input type="text" value="1000"/>            |

\* 3 - Did the spill discharge to a drainage channel and/or surface water? \* 4 - Did the spill reach a storm drainpipe that is not part of a combined sewer system? \* 5 - If spill reached a separate storm drainpipe, was all of the wastewater fully captured from the separate storm drain and returned to the sanitary sewer system? **Physical Location Details**\* 6 - Spill location name: \* 7 - Latitude of spill location:  deg.  min.  sec. OR  decimal degrees [\[ Map \]](#)\* 8 - Longitude of spill location:  deg.  min.  sec. OR  decimal degrees [\[ Map \]](#)\* 9 - County: \* 10 - Regional Water Quality Control Board: 11 - Spill location description:  
(Use attachment if location description is more than 2000 characters)



## Spill Details

\* 12 - Number Of appearance points:

\* 13 - Spill appearance point:

(Hold Ctrl key to Select Multiple answers from the list)

Combined Sewer D.I. (Combined CS Only) ^  
Force Main  
Gravity Mainline v

\* 14 - Spill appearance point explanation:

(Required if spill appearance point is "Other" and/or multiple appearance points are selected)

\*\* 15 - Final spill destination:

(Hold Ctrl key to Select Multiple answers from the list)

Beach ^  
Building or Structure  
Combined Storm Drain (Combined CS only) v

16 - Explanation of final spill destination:

(Required if final spill destination is "Other")

\* 17 - Estimated spill start date/time:

:  :  Date Format: MM/DD/YYYY

\* 18 - Date and time sanitary sewer system agency was notified of or discovered spill:

:  :  Date Format: MM/DD/YYYY

\* 19 - Estimated Operator arrival date/time:

:  :  Date Format: MM/DD/YYYY

\*\* 20 - Estimated spill end date/time:

:  :  Date Format: MM/DD/YYYY

\*\* 21 - Spill cause:

22 - Spill cause explanation:

(Required if spill Cause is "Other")

\*\* 23 - Where did failure occur?

24 - Explanation of Where Failure Occurred:

(Required if Where Failure Occurred is "Other")

\*\* 25 - Was this spill associated with a storm event?

26 - Diameter of sewer pipe at the point of blockage or failure:

inches

27 - Material of sewer pipe at the point of blockage or failure:

28 - Estimated age of sewer asset at the point of blockage or failure:

\*\* 29 - Spill response activities:

(Hold Ctrl key to Select Multiple answers from the list)

Cleaned-Up ^  
Mitigated Effects of Spill  
Contained all or portion of spill v

30 - Explanation of spill response activities:

(Required if spill response activities is "Other", use attachment if the text is more than 1700 characters)

\*\* 31 - Spill response completion date:

:  :  Date Format: MM/DD/YYYY

\*\* 32 - Spill corrective action taken:

(Hold Ctrl key to Select Multiple answers from the list)

Added sewer to preventive maintenance program ^  
Adjusted schedule/method of preventive maintenance  
Enforcement action against FOG source v

33 - Explanation of spill corrective action taken:

(Required if spill corrective action is "Other")

\*\* 34a - Is there an ongoing investigation?

35 - Explanation of volume estimation methods used:

(Describe how you developed spill volume estimates for this spill)

\* 36(a) - Name and Title (Contact person who can answer specific questions about this SSO)

\* 36(b) - Contact Person Phone Number

Save Work in Progress

Submit Draft

Ready to Certify

---

## Category 3 Sanitary Sewer Overflow

## 6.4 SSO CATEGORY 3

Spill - General Information ?

SSO Menu

Spill Event ID: New Regional Water Board: Region 5S - Sacramento  
Spill Location Name: Test Agency: State Water Resources Control Board  
WDID: 5SSO10000 Sanitary Sewer System: Demo South CS

General Info Spill Related Parties Attachments

## Spill - General Information, Screen 2

Save Work in Progress

Submit Draft

Ready to Certify

You have  minutes to save your report before your session expires.

Note: Questions with "\*" are required to be answered for 'Save Work in Progress'.

Questions with "\*" are required to be answered for 'Submit Draft'.

Questions with "\*" are required to be answered for 'Ready to Certify'.

Submit Draft On:

Last Updated By:

SSO Demo

1 - Spill Type:

Category 3

## \* 2 - Estimate Spill Volumes

a) Estimated spill volume that reached a separate storm drain that flows to a surface water body?  gallonsb) Estimated spill volume recovered from the separate storm drain that flows to a surface water body? (Do not include water used for clean-up)  gallonsc) Estimated spill volume that reached a drainage channel that flows to a surface water body?  gallonsd) Estimated spill volume recovered from a drainage channel that flows to a surface water body?  gallonse) Estimated spill volume discharged directly to a surface water body?  gallonsf) Estimated spill volume recovered from surface water body?  gallonsg) Estimated spill volume discharged to land? (Includes discharges directly to land, and discharges to a storm drain system or drainage channel that flows to a storm water infiltration/retention structure, field, or other non-surface water location.)  gallonsh) Estimated spill volume recovered from the discharge to land? (Do not include water used for clean-up)  gallons

| Estimated<br>Total spill volume<br>to Reach Surface Water<br>(a+b+c+e) | Estimated<br>Total spill volume<br>to Reach Land<br>(g) | Estimated<br>Total spill volume<br>Recovered<br>(b+d+f+h) | Estimated<br>Total spill volume<br>(a+c+e+g) |
|--|---|---|--|
| <input type="text" value="0"/>   | <input type="text" value="1"/>                          | <input type="text" value="0"/>                            | <input type="text" value="1"/>               |

\* 3 - Did the spill discharge to a drainage channel and/or surface water? \* 4 - Did the spill reach a storm drainpipe that is not part of a combined sewer system? 

\* 5 - If spill reached a separate storm drainpipe, was all of the wastewater fully captured from the separate storm drain and returned to the sanitary sewer system?

Not Applicable - Spill did not reach a separate storm drainpipe 

## Physical Location Details

\* 6 - Spill location name:

\* 7 - Latitude of spill location:

 deg.  min.  sec. OR  decimal degrees[\[ Map \]](#)

\* 8 - Longitude of spill location:

 deg.  min.  sec. OR  decimal degrees[\[ Map \]](#)

\* 9 - County:

\* 10 - Regional Water Quality Control Board:

11 - Spill location description:

(Use attachment if location description is more than 2000 characters)

## Spill Details

\*12 - Number Of appearance points:

\*13 - Spill appearance point:

(Hold Ctrl key to Select Multiple answers from the list)

Combined Sewer D.I. (Combined CS Only) ^  
Force Main  
Gravity Mainline v

\*14 - Spill appearance point explanation:

(Required if spill appearance point is "Other" and/or multiple appearance points are selected)

\*\*15 - Final spill destination:

(Hold Ctrl key to Select Multiple answers from the list)

Beach ^  
Building or Structure  
Combined Storm Drain (Combined CS only) v

16 - Explanation of final spill destination:

(Required if final spill destination is "Other")

\*17 - Estimated spill start date/time:

:  :  Date Format: MM/DD/YYYY

\*18 - Date and time sanitary sewer system agency was notified of or discovered spill:

:  :  Date Format: MM/DD/YYYY

\*19 - Estimated Operator arrival date/time:

:  :  Date Format: MM/DD/YYYY

\*\*20 - Estimated spill end date/time:

:  :  Date Format: MM/DD/YYYY

\*\*21 - Spill cause:

22 - Spill cause explanation:

(Required if spill Cause is "Other")

\*\*23 - Where did failure occur?

24 - Explanation of Where Failure Occurred:

(Required if Where Failure Occurred is "Other")

\*\*25 - Was this spill associated with a storm event?

26 - Diameter of sewer pipe at the point of blockage or failure:

inches

27 - Material of sewer pipe at the point of blockage or failure:

28 - Estimated age of sewer asset at the point of blockage or failure:

29 - Explanation of volume estimation methods used:

(Describe how you developed spill volume estimates for this spill)

\*30(a) - Name and Title (Contact person who can answer specific questions about this SSO)

\*30(b) - Contact Person Phone Number

Save Work in Progress

Submit Draft

Ready to Certify

---

## No Spill Certification

## 6.1 NO SPILL CERTIFICATION

**SSO - No Spill Certification** [?](#)[SSO Menu](#)

**Regional Water Board:** Region 5S - Sacramento  
**Agency:** State Water Resources Control Board  
**Sanitary Sewer System:** Demo South CS  
**WDID:** 5SSO10000

**No Spill Certification:**

I certify under penalty of law that no spills occurred for the month specified below. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine or imprisonment, for knowing violations. Clicking the "Certify" button below indicates my certification of this report and my understanding of the above conditions.

Month/Year Without Spills: \*

Certifier Name: \*

Certifier Title: \*

Executed On: \*

Executed At: \*

**Previously Submitted Months with "No Spill Certification"**

| Confirmation Number | No Spill Certificate for the Month of | Entered Date/Time       | Certified UserID | Certified Name |
|---------------------|---------------------------------------|-------------------------|------------------|----------------|
| 2362863             | February 2013                         | 2013-7-19,13.39. 26. 0  | SSO Demo         | d              |
| 2362859             | January 2013                          | 2013-7-17,14.51. 11. 0  | SSO Demo         | test           |
| 2306210             | September 2011                        | 2011-11-10,9.34. 37. 0  | SSO Demo         | Test           |
| 2294930             | January 2011                          | 2011-7-15,11.57. 22. 0  | SSO Demo         |                |
| 2253851             | July 2010                             | 2010-8-19,8.59. 38. 0   | SSO Demo         |                |
| 2247649             | June 2010                             | 2010-7-7,13.43. 35. 0   | SSO Demo         |                |
| 2239286             | April 2010                            | 2010-4-29,11.10. 18. 0  | SSO Demo         |                |
| 2212902             | December 2009                         | 2009-11-9,8.19. 48. 0   | SSO Demo         |                |
| 821795              | December 2009                         | 2009-4-9,7.47. 6. 0     | SSO Demo         |                |
| 2199725             | August 2009                           | 2009-8-31,7.18. 33. 0   | SSO Demo         |                |
| 2186309             | July 2009                             | 2009-7-13,10.4. 36. 0   | SSO Demo         |                |
| 2186308             | July 2009                             | 2009-7-13,9.47. 7. 0    | SSO Demo         |                |
| 829411              | June 2009                             | 2009-5-27,16.9. 12. 0   | SSO Demo         |                |
| 821794              | April 2009                            | 2009-4-9,7.42. 29. 0    | SSO Demo         |                |
| 826402              | March 2009                            | 2009-5-11,8.26. 15. 0   | SSO Demo         |                |
| 821793              | March 2009                            | 2009-4-9,7.41. 39. 0    | SSO Demo         |                |
| 821792              | March 2009                            | 2009-4-9,7.28. 7. 0     | SSO Demo         |                |
| 803308              | November 2008                         | 2008-11-12,15.7. 17. 0  | SSO Demo         |                |
| 803281              | October 2008                          | 2008-11-12,10.16. 34. 0 | SSO Demo         |                |
| 803282              | October 2008                          | 2008-11-12,10.18. 7. 0  | SSO Demo         |                |
| 821791              | April 2008                            | 2009-4-9,7.25. 16. 0    | SSO Demo         |                |
| 2182154             | February 2008                         | 2009-7-1,10.40. 39. 0   | SSO Demo         |                |
| 803303              | January 2008                          | 2008-11-12,14.1. 34. 0  | SSO Demo         |                |
| 2174848             | December 2007                         | 2009-6-22,13.7. 40. 0   | SSO Demo         |                |
| 2232727             | January 2007                          | 2010-3-8,11.33. 49. 0   | SSO Demo         |                |
| 2248328             | August 2006                           | 2010-7-12,9.40. 51. 0   | SSO Demo         |                |
| 491397              | February 2006                         | 2007-4-10,9.41. 34. 0   | SSO Demo         |                |



# CITY OF FIREBAUGH

## COLLECTION SYSTEM RESPONSE FORM

|  |  |
|--|--|
| Name of First Responder                                  |  |
| location of spill  |  |
| Is the spill greater than 1,000 gallons                  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Did the spill reach a storm drain, Catch basin or creek? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

*Note your arrival time to scene (be exact)*

|                          |       |       |
|--------------------------|-------|-------|
| Date and Time of Arrival | Date: | Time: |
|--------------------------|-------|-------|

|                         |       |       |
|-------------------------|-------|-------|
| Spill End Date and Time | Date: | Time: |
|-------------------------|-------|-------|

| Spill Volume   |         | Recovered Spill Volume   |         |
|--|---------|--|---------|
| Estimated spill volume that reached a storm drain that flows to a surface water body.                    | gallons | Estimated spill volume recovered from a storm drain that flows to the surface water body | gallons |
| Estimated spill volume discharged to land.   | gallons | Estimated spill volume recovered from the discharge to land                              | gallons |
| Estimation Methodology for Spill Volume  |         |  |         |
| <input type="checkbox"/> Eyeball Estimation Method<br><input type="checkbox"/> Pick and Vent Hole Method |         |  |         |

### METHOD 1: EYEBALL ESTIMATE METHOD AND KICK THE BUCKET

*Imagine the amount of water that would spill from a bucket or barrel. This method is only useful for small spills*

| Size of bucket(s) or barrels | How many | Multiplier | Total volume |
|------------------------------|----------|------------|--------------|
| 1 ga water jug               |          | X 1        |              |
| 5 ga bucket                  |          | X 5        |              |
| 32 ga barrel                 |          | X 32       |              |
| 55 ga drum                   |          | X 55       |              |
| Total Volume of Spill        |          |            |              |

Spill Appearance Point

Final Spill Destination

Spill Start Date/Time

Spill Cause

Explanation of Where Failure Occurred

Where did the failure occur

Spill Response Activities

### SPILL DETAILS

|   |   |
|---|---|
| <input type="checkbox"/> Forced Main<br><input type="checkbox"/> Gravity Mainline<br><input type="checkbox"/> Lateral Cleanout          | <input type="checkbox"/> Lateral<br><input type="checkbox"/> Manhole<br><input type="checkbox"/> Pump Station                         |
| <input type="checkbox"/> Storm Drain<br><input type="checkbox"/> Paved Surface<br><input type="checkbox"/> Storm Drain Percolation Pond | <input type="checkbox"/> Surface Water<br><input type="checkbox"/> Street/Curb and Gutter<br><input type="checkbox"/> Unpaved Surface |

|       |       |
|-------|-------|
| Date: | Time: |
|-------|-------|

|   |   |
|---|---|
| <input type="checkbox"/> Debris from Construction<br><input type="checkbox"/> Grease (FOG)<br><input type="checkbox"/> Flow Exceeded Capacity<br><input type="checkbox"/> Debris - Rags<br><input type="checkbox"/> Pipe Structural Problem | <input type="checkbox"/> Pump Station Failure - Power<br><input type="checkbox"/> Pump Station Failure - Program<br><input type="checkbox"/> Pump Station Failure - Mechanical<br><input type="checkbox"/> Root Intrusion<br><input type="checkbox"/> Vandalism |
|---|---|

|  |   |
|--|---|
| <input type="checkbox"/> Force Main<br><input type="checkbox"/> Gravity Mainline<br><input type="checkbox"/> Manhole<br><input type="checkbox"/> Lateral | <input type="checkbox"/> Pump Station<br><input type="checkbox"/> Other |
|--|---|

|   |  |
|---|--|
| <input type="checkbox"/> Cleaned Up<br><input type="checkbox"/> Mitigated Effects of Spill<br><input type="checkbox"/> Restored Flow<br><input type="checkbox"/> Returned all spill to sanitary Sewer |  |
|---|--|

Category 1

Category 2

Category 3

Submit Draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.

Submit Draft report within 3 business days of becoming aware of the SSO and certify within 30 calendar days of SSO end date.

Submit certified report within 30 days

|                |              |                             |
|----------------|--------------|-----------------------------|
| <b>OES</b>     | <b>SWQCB</b> | <b>SWQCB WATER DIVISION</b> |
| 1-800-852-7550 | 559-445-5218 | 559-447-3300                |

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## Appendix G

## CITY OF FIREBAUGH SEWER SYSTEM MANAGEMENT PLAN CHANGE LOG

[illegible]



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TO: Felipe Perez and Council Members  
FROM: Mario Gouveia, City Engineer  
DATE: February 6, 2023  
SUBJECT: Resolution No. 23-03 Accepting Completion for the 22/23 SB1 Slurry Seals Project, Authorizing the Deputy City Clerk to file a Notice of Completion with Fresno County, and Authorizing the City Manager to Make Final Payment of Retention Monies to VSS International, Inc.

---

### **RECOMMENDATION:**

Council by motion adopt Resolution No. 23-03

1. Accept Completion of 22/23 SB1 Slurry Seals project.
2. Authorize the Deputy City Clerk to record a Notice of Completion with Fresno County.
3. Authorize the City to make payment of retention monies to VSS International, Inc. following the expiration of 35 days from the date of recordation of the Notice of Completion.

### **BACKGROUND:**

The City of Firebaugh advertised the 22/23 Slurry Seals project on August 24, 2022, and bids were opened on September 08, 2022. VSS International submitted the lowest responsive and responsible bid and was awarded a contract for \$123,123.00.

The project's construction phase started on October 14, 2022, and the major work consisted of furnishing and applying pavement crack sealing, finishing and apply slurry seal, and furnishing and applying pavement markings on various streets in the City of Firebaugh.

The Contractor completed all work within the time required in the Contract Documents. A final inspection was performed, and the work was found to be in compliance with the plans and specifications. Therefore, the work should be accepted as complete, and a Notice of Completion filed. If no claims are filed within 35 days after recordation, retention in the amount of \$6,198.75 should be paid to VSS International, Inc.

### **FISCAL IMPACT:**

The final construction contract cost inclusive of all authorized work was \$123,975.00. Construction of this project will be paid using City Funds.

A summary of contract costs are as follows:

#### **PROJECT COST SUMMARY**

|   |               |
|---|---------------|
| Contract Amount                             | \$ 123,123.00 |
| Change Order No. 1 (Balancing Change Order) | \$ 852.00     |
| Actual Construction Cost                    | \$ 123,975.00 |

### **ATTACHMENTS:**

1. Resolution No. 23-03
2. Notice of Completion

**RESOLUTION NO. 23-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF 22/23 SB1 SLURRY SEALS PROJECT, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO VSS INTERNATIONAL, INC.**

**WHEREAS**, the City advertised the Project on August 24, 2022; and

**WHEREAS**, the City received and publicly opened bids on September 08, 2022; and

**WHEREAS**, the City Council awarded a contract to VSS International, Inc. in the amount of \$123,123.00, on September 19, 2022; and

**WHEREAS**, the Public Works Department and City Engineer have completed a final inspection of the Project and recommend final acceptance; and

**WHEREAS**, upon approval of the final acceptance of the Project by the City Council, the City Clerk will record a Notice of Completion with Fresno County and the City Manager will release the retention monies due the Contractor 35 days after the recording date.

**NOW, THEREFORE**, by the City Council of the City of Firebaugh, County of Fresno, California, resolves as follows:

1. Adopts a Resolution to accept the 22/23 Slurry Seals project as complete.
2. Authorizes the City Clerk to record a Notice of Completion with Fresno County.
3. Authorizes the City to make final payment of retention monies to VSS International 35 days after the recording date.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 6th day of February 2023, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Felipe Perez, Mayor

\_\_\_\_\_  
Rita Lozano, Deputy City Clerk

**ATTEST:**

I, hereby certify that the forgoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Firebaugh this 6th day of February 2023.

\_\_\_\_\_  
Rita Lozano, Deputy City Clerk of the City of Firebaugh

**RECORDING REQUESTED BY:**

Deputy City Clerk  
City of Firebaugh

**WHEN RECORDED RETURN TO:**

City of Firebaugh  
1133 "P" Street  
Firebaugh, CA 93622

**NOTICE OF COMPLETION****NOTICE IS HEREBY GIVEN:**

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

| NAME              | STREET AND NO.  | CITY      | STATE |
|-------------------|-----------------|-----------|-------|
| City of Firebaugh | 1133 "P" Street | Firebaugh | CA    |

(if more than one owner of the interest stated, the name and address of each must be inserted)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: **In Fee.**
4. That on the 17th day of November, 2022 a work of improvement on the real property hereinafter described was completed.
5. That the name of the original contractor, if any for such work of improvement was:

VSS International, Inc.  
(If no contractor for work of improvement as a whole, insert "No Contractor")

6. That the real property herein referred to is situated in the City of Firebaugh, County of Fresno, State of California, and is described as follows:

Various areas on Indart Street, Cardella Street, and River Lane

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**February 06, 2023**

Date

By:

Signature of Owner

**Ben Gallegos, City Manager**

Print Name

**VERIFICATION**

I understand, state:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Firebaugh, California  
This 6th day of February, 2023.

**City of Firebaugh**

Owner

By:

**Ben Gallegos, City Manager**

**RESOLUTION NO. 23-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING  
THE DESIGNATION OF PERSONS ON SIGNATURE CARDS OF THE FINANCIAL  
INSTITUTIONS USED BY THE CITY WHICH AUTHORIZE SIGNATURE OF CITY  
WARRANTS & PAYROLL CHECKS**

**WHEREAS**, the City of Firebaugh, a municipal subdivision of the State of California, now maintains certain bank accounts; and

**WHEREAS**, the financial institutions, which include but are not limited to West America Bank, United Security Bank, Bank of New York, and Local Agency Investment Fund (LAIF), require the designation and signatures of authorized personnel on signature cards and/or related documents in order to sign checks on behalf of the City; and

**WHEREAS**, two signatures are required on the general warrants and payroll checks of the City; and

**WHEREAS**, the City needs to remove previous City Council Member Marcia Sablan; and

**WHEREAS**, the City needs to add City Council Member Elsa Lopez to be an authorized individuals to sign checks on the bank accounts of the City of Firebaugh.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Firebaugh that, effective February 6, 2023, authorizes the removal of previous City Council Member Marcia Sablan and add City Council Member Elsa Lopez to the current Authorized Signature Card for any signature cards and/or related documents and the following four (4) persons are designated and authorized to sign checks on the bank accounts of the City of Firebaugh, upon signature of the appropriate signature cards and/or related documents:

Benjamin Gallegos  
**Elsa Lopez**  
Brady Jenkins  
Pio Martin

Acting City Manager  
**Council Member**  
Council Member  
Finance Director

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 6<sup>th</sup> day of February, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAINED:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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Felipe Perez, Mayor  
City of Firebaugh

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Rita Lozano, Deputy City Clerk  
City of Firebaugh

**RESOLUTION NO. 23-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF FRESNO AND THE CITY OF FIREBAUGH FOR REPLACEMENT OF LAS DELTAS WATER STORAGE TANK**

**WHEREAS**, the City of Firebaugh owns and maintains a 500,000 gallon water storage tank (“Tank”) located in the City limits near the Main Canal, south of Nees Avenue and north of Main Street, that provides storage for water supply that is pumped and sold to the rate payers in the community of Las Deltas; and

**WHEREAS**, the Tank, pumps, and transmission mains for the same are well past their useful lives and in need of replacement (the “Project”), and such Project is eligible for funding through the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Program; and

**WHEREAS**, the County of Fresno is willing to transfer SLFRF funds to the City for the Project, subject to the City executing a SLFRF Subrecipient Agreement (“Subrecipient Agreement”); and

**WHEREAS**, approval of the attached Subrecipient Agreement is necessary to proceed with the Project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Firebaugh that the Subrecipient Agreement with the County of Fresno related to the Project, attached hereto as **Attachment A**, is approved and that the City Manager, Ben Gallegos, or his designee is authorized to execute the Subrecipient Agreement and any and all necessary documents and make all necessary expenditures related to the same on behalf of the City.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 6<sup>th</sup> day of February 2023, by the following vote:

**AYES:**           **Council Member(s)**

**NOES:**           **Council Member(s)**

**ABSENT:**       **Council Member(s)**

**ABSTAIN:**      **Council Member(s)**

**APPROVED:**

**ATTEST:**

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Felipe Perez, Mayor

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Rita Lozano, Deputy City Clerk



**CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS**  
**SUBRECIPIENT AGREEMENT WITH CITY OF FIREBAUGH, A NON-ENTITLEMENT UNIT OF**  
**LOCAL GOVERNMENT**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and the CITY OF FIREBAUGH, a California municipal corporation and general law city with an office at 1133 "P" Street, Firebaugh, CA 93622 ("SUBRECIPIENT").

**WITNESSETH:**

**WHEREAS**, on March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 ("ARPA") which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program; and

**WHEREAS**, the ARPA authorizes the COUNTY to expend SLFRF awarded to the COUNTY for the following eligible purposes, outlined in the Interim Final Rule and Final Rule as follows (each an "Eligible Use," collectively "Eligible Uses"):

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health;
- (4) To make necessary investments in water, sewer, or broadband infrastructure; and

**WHEREAS**, the ARPA defines "Non-entitlement units of local government" (NEUs) to mean a "city" as that term is defined in Section 102(a)(5) of the Housing and Community Development Act of 1974, (42 U.S.C. 5302 (a)(5), that is not a metropolitan city; and

**WHEREAS**, the SUBRECIPIENT, an NEU, and also a recipient of SLFRF, received a direct allocation from the United States Department of the Treasury (Treasury) in the amount \$1,984,580, subject to the SLFRF award terms and conditions required by the Treasury; and

**WHEREAS**, under Section 602(c)(3) and 603(c)(3) of the ARPA, the COUNTY, a recipient of SLFRF, may transfer SLFRF to other constituent units of government, including other SLFRF recipients, for

1 that unit of government to carry out an eligible use of funds by the transferor, provided that the County  
2 receives a benefit proportionate to the amount transferred; and

3 **WHEREAS**, the SUBRECIPIENT provides potable water supply through a public distribution  
4 system consisting of six active groundwater wells, booster pumps, two different water treatment sites, three  
5 water storage tanks, and approximately 35 miles of distribution pipelines that serves approximately 1,642  
6 active service connections consisting of domestic, commercial, and industrial users in an area with an  
7 estimated population of 8,126 residents; and

8 **WHEREAS**, the SUBRECIPIENT is identified in Qualified Census Tracts (QTCs: 06019008403,  
9 8301, and 8303) as designated by the Department of Housing and Urban Development, and is considered  
10 a disadvantaged community, with a reported median household income of \$36,667; and

11 **WHEREAS**, the SUBRECIPIENT is located within the boundaries of the COUNTY, and the  
12 SUBRECIPIENT provides potable water supply through contract with the Las Deltas Mutual Water  
13 Company to the unincorporated community of Las Deltas, a sparsely populated rural residential community  
14 located south of the SUBRECIPIENT's city limits, which consists of 107 service connections that serve  
15 approximately 375 residents of the COUNTY; and

16 **WHEREAS**, the SUBRECIPIENT represents that in 2017, Self-Help Enterprise conducted a door-  
17 to-door survey that targeted 61 rural residential homes in the community of Las Deltas that showed that  
18 over 70% of the residents of the surveyed homes were Hispanic and 30% were Caucasians, and the  
19 reported median household income averaged \$34,458; and

20 **WHEREAS**, the COUNTY has a vested interest in ensuring that all individuals in the COUNTY have  
21 access to safe, clean, affordable, and access to a reliable potable water supply within the COUNTY's  
22 boundaries; and

23 **WHEREAS**, during the course of the COVID-19 pandemic, California's severe drought has  
24 impacted San Joaquin Valley's rural communities the most, in particular, rural public water systems that  
25 solely rely on groundwater pumping to serve its residents and rate payers; and

26 **WHEREAS**, the Final Rule has designated necessary investment in water infrastructure to be one  
27 that meets the eligibility requirements of the Drinking Water State Revolving Fund (DWSRF) as  
28 implemented by the Environmental Protection Agency (EPA), including the DWSRF eligible project

1 category of storage; and

2       **WHEREAS**, the SUBRECIPIENT represents that it owns a 500,000 gallon water storage tank  
3 (Tank) located in the SUBRECIPIENT's city limits near the Main Canal, south of Nees Avenue and north  
4 of Main Street, that provides storage for water supply that is pumped and sold to the rate payers in the  
5 community of Las Deltas; and

6       **WHEREAS**, the SUBRECIPIENT represents that the Tank, pumps, and transmission mains  
7 used to supply potable water to the community of Las Deltas are well past their useful lives; the Tank  
8 has visible damage and the roof continues to deteriorate, and SUBRECIPIENT represents that storage  
9 has been significantly reduced to mitigate further damage, and to reduce the risk of compromising the  
10 Tank's integrity, which has the potential to become an immediate threat to the community of Las Deltas  
11 water supply; and

12       **WHEREAS**, the SUBRECIPIENT represents that the proposed infrastructure improvement meets  
13 the eligibility requirements of the DWSRF under the water storage facilities for disadvantaged  
14 communities, as it would fund expenditures for the construction and replacement of the Tank, which is  
15 designed to increase the SUBRECIPIENT's water storage capacity and correct the water system  
16 pressure deficiency during peak hours in the community of Las Deltas; and

17       **WHEREAS**, the Treasury interprets "necessary" investment in infrastructure in the Final Rule to  
18 mean: 1) responsive to an identified need to achieve or maintain an adequate minimum level of service,  
19 which for some eligible project categories may include a reasonable projection of increased need,  
20 whether due to population growth or otherwise and, 2) a cost-effective means for meeting that need,  
21 taking into account available alternatives; and

22       **WHEREAS**, the SUBRECIPIENT represents that it is responsible to operate public water system  
23 number CA-1010005, which is regulated and permitted by Order Number 03-23-11PA-006 issued by the  
24 State Water Resources Control Board, Division of Drinking Water; and,

25       **WHEREAS**, the transfer of SLFRF to SUBRECIPIENT under this Agreement is intended to support  
26 a strong and equitable recovery from the COVID-19 pandemic and economic downturn by making  
27 necessary investments in water infrastructure that support impacted communities, which will increase water  
28 storage capacity, correct low water pressure deficiency in the community of Las Deltas, and also improve

1 the community's resiliency to the effects of climate change, including drought; and

2       **WHEREAS**, based on the SUBRECIPIENT's representations, COUNTY will transfer SLFRF to  
3 SUBRECIPIENT so that the SUBRECIPIENT may fund the project administration, bid support,  
4 construction cost, supportive services, construction inspections, and easement applications for the  
5 replacement of the Tank. The Program is designed to increase the SUBRECIPIENT's water storage  
6 capacity and correct the water system pressure deficiency during peak hours in the community of Las  
7 Deltas, and will provide water storage for drought resiliency ("Program"); and

8       **WHEREAS**, COUNTY has determined that the Program to be provided by SUBRECIPIENT is an  
9 eligible use of SLFRF under the ARPA, in reliance on information provided by SUBRECIPIENT; and

10       **WHEREAS**, the COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the  
11 COUNTY may transfer SLFRF to the SUBRECIPIENT for appropriate and qualifying expenditures,  
12 including an Eligible Use of SLFRF, as permitted under the Interim Final Rule and Final Rule.

13       **NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein  
14 contained, the parties hereto agree as follows:

15       1.       **GENERAL OBLIGATIONS OF THE SUBRECIPIENT**

16               A.       SUBRECIPIENT represents that each of the recitals, stated hereinabove and in  
17 Exhibit A to this Agreement, concerning SUBRECIPIENT, and made by SUBRECIPIENT, are true and  
18 correct, and that COUNTY may rely upon each of those representations in transferring the SLFRF to  
19 SUBRECIPIENT under this Agreement.

20               B.       SUBRECIPIENT acknowledges that the SLFRF transferred under this Agreement  
21 is a transfer of SLFRF up to the amount stated herein to carry out the Program.

22               C.       SUBRECIPIENT understands and agrees that the SLFRF disbursed under this  
23 award may only be spent on documented Eligible Uses in compliance with the ARPA, the United States  
24 Department of the Treasury ("TREASURY") regulations implementing section 602 and 603 of the ARPA,  
25 and guidance issued by the TREASURY regarding the foregoing.

26               D.       SUBRECIPIENT represents that it will use the SLFRF transferred under this  
27 Agreement to fund the Program's project administration, bid support, construction cost, supportive  
28 services, construction inspections, and easement applications for the replacement and construction of a

1 new water storage tank which would benefit the residents in the community of Las Deltas. The Program  
2 is necessary to increase the SUBRECIPIENT's water storage capacity and correct the water system  
3 pressure deficiency during peak hours in the community of Las Deltas, and will provide adequate water  
4 storage for drought resiliency.

5 E. During the Term of this Agreement, SUBRECIPIENT shall carry out the Program  
6 by furnishing to the COUNTY the services described in Exhibit A, Program Description, which is  
7 attached and incorporated by this reference.

8 F. Compliance. SUBRECIPIENT is obligated by this Agreement, and is responsible  
9 to ensure that SLFRF transferred under this Agreement are spent in compliance with all ordinances of  
10 the County of Fresno, SUBRECIPIENT's ordinances, and laws of the State of California, and all laws of  
11 the Federal government. This includes, but is not limited to, compliance with all requirements set forth in  
12 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,  
13 2 CFR Part 200, the TREASURY's Compliance and Reporting Guidance: State and Local Fiscal  
14 Recovery Funds ("Compliance Guidance"), Department of the Treasury 31 CFR Part 35 Coronavirus  
15 State and Local Fiscal Recovery Funds Interim Final Rule ("Interim Final Rule") (for expenditures before  
16 April 1, 2022) and Final Rule ("Final Rule") (for expenditures on April 1, 2022, or later), and any  
17 subsequent updates, including TREASURY's Frequently Asked Questions. The award terms and  
18 conditions required by the TREASURY are set forth in Exhibit F, which is attached and incorporated by  
19 this reference, as provided by the TREASURY. Notwithstanding anything provided in Section 8 of this  
20 Agreement, or in this Subsection 1(F), SUBRECIPIENT has the sole responsibility for compliance under  
21 this Section 1(F).

22 G. Prevailing Wage.

23 a. For any portion of any of the work, service, and/or function (including, but  
24 not limited to, any construction, alteration, installation, demolition, repair, or maintenance work), to be  
25 performed, either directly or on behalf of SUBRECIPIENT under any agreements with any contractors  
26 and/or suppliers (including their respective sub-contractors at any tier) or otherwise, with respect to the  
27 Program that is a "public work" for the purposes of Chapter 1 (commencing with § 1720) of Part 7 of  
28 Division 2 of the California Labor Code (collectively, "Chapter 1 of the Labor Code"), (i) SUBRECIPIENT

1 shall comply with, and cause all such contractors and/or suppliers (including their respective sub-  
2 contractors at any tier) to comply with, all applicable provisions of Chapter 1 of the Labor Code with  
3 respect to the Program, and (ii) prior to causing any work to be performed under any agreements with  
4 any contractors and/or suppliers, or otherwise, SUBRECIPIENT shall incorporate all of the provisions of  
5 this Section 1(G) into such agreements.

6                   b.       SUBRECIPIENT shall promptly provide a copy to COUNTY of any  
7 correspondence, notices, and/or orders, in any written form, and/or any documents initiating legal action  
8 (collectively, "DIR Administrative or Legal Action") by or on behalf of the Director of the Department of  
9 Industrial Relations of the State of California, including any representative thereof (collectively, the  
10 "DIR") to or against SUBRECIPIENT, and SUBRECIPIENT's written responses, in any written form,  
11 thereto, that relate to any work, or any portion thereof, provided however, SUBRECIPIENT's provision of  
12 such copy of any DIR Administrative or Legal Action, and/or SUBRECIPIENT's responses thereto, or  
13 failure to provide same or to timely provide same, shall not impose any obligation upon COUNTY with  
14 respect to SUBRECIPIENT's obligations under this Section 1 (G). SUBRECIPIENT acknowledges that  
15 the DIR provides the following internet resource:

16 <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

17                   c.       COUNTY does not make any representation, or provide any guidance, to  
18 SUBRECIPIENT as to (i) the nature, type, or scope of the work, or any portion thereof, to be performed  
19 by SUBRECIPIENT, either directly or under any agreements with any contractors and/or suppliers  
20 (including their respective sub-contractors at any tier), that constitutes a "public work," or (ii) the  
21 sufficiency of the DIR's internet resource, above, for purposes of compliance with this Section 1(G). The  
22 provisions of this Section 1 (G) shall survive the termination of this Agreement.

23                   H.       Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken  
24 and completed, and all SLFRF transferred under this Agreement are fully expended, no later than  
25 December 31, 2026. By August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY  
26 in writing, whether it can complete the Program or fully expend the SLFRF transferred under this  
27 Agreement by December 31, 2026. If SUBRECIPIENT is not capable of completing the Program or fully  
28 expending the SLFRF transferred under this Agreement on the Program by December 31, 2026,

1 SUBRECIPIENT shall return any previously issued SLFRF, which have not been bindingly obligated to a  
2 permissible use, to COUNTY within fifteen calendar days. Additionally, SUBRECIPIENT shall account  
3 for all SLFRF which have not been bindingly obligated to a permissible use by December 31, 2024, and  
4 shall remit the same unobligated SLFRF to the COUNTY within thirty calendar days.

5 I. No Litigation. SUBRECIPIENT shall not use any SLFRF transferred by the  
6 COUNTY in litigation, or to pay any enforcement agency, including, but not limited to, any fines or  
7 penalties, or similar charges, and shall notify the COUNTY of any legal action which is filed by or against  
8 SUBRECIPIENT. To the extent permitted by law, SUBRECIPIENT shall not institute any action or suit at  
9 law or in equity against COUNTY, nor institute, prosecute, or any way aid in the institution or  
10 prosecution of any claim, demand, action, or cause of action for equitable relief, damage, loss, or injury  
11 either to person or property, or both, whether developed or undeveloped, resulting or to result, known or  
12 unknown, past, present, or future, arising out of, in any way, the terms of this Agreement.

13 J. SUBRECIPIENT agrees that if the SUBRECIPIENT receives SLFRF from any  
14 other local or state entity for all or any part of the Program for which the SUBRECIPIENT has received  
15 SLFRF from COUNTY under this Agreement, the SUBRECIPIENT shall contact COUNTY in writing  
16 within five (5) business days. The SUBRECIPIENT agrees that it may be required to return all or part of  
17 the SLFRF received from the COUNTY if the total amount of SLFRF from all local and state entities  
18 exceeds the Program's budget, and if the SUBRECIPIENT does not intend to expand the Program.

19 K. None of the personnel employed in the administration of the Program shall be in  
20 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title  
21 5, U.S. Code, as applicable.

22 L. None of the SLFRF to be transferred under this Agreement shall be used for any  
23 partisan political activity, or to support or defeat legislation pending before Congress.

24 **2. PROCUREMENT REQUIREMENTS**

25 A. SUBRECIPIENT shall comply with all procurement requirements specified in the  
26 Uniform Guidance, including, but not limited to, 2 CFR Part 200 et. seq.

27 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority  
28 businesses, women's business enterprises, and labor surplus area firms are used when possible, when

1 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §  
2 200.321.

3 C. As appropriate, and to the extent consistent with law, SUBRECIPIENT shall provide a  
4 preference for the purchase, acquisition, or use of goods, products, or materials produced in the United  
5 States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

6 D. SUBRECIPIENT agrees to prioritize in its procurement decisions employers who can  
7 demonstrate that their workforce meets high safety and training standards (e.g., professional certification,  
8 licensure, and/or robust in-house training), that hire local workers and/or workers from historically  
9 underserved communities, and who directly employ their workforce or have policies and practices in place  
10 to ensure contractors and subcontractors meet high labor standards, and to prioritize employers (including  
11 contractors and subcontractors) without recent violations of federal and state labor and employment laws.

12 E. All contracts made by SUBRECIPIENT in excess of \$100,000 with respect to water,  
13 sewer, or broadband infrastructure projects that involve employment of mechanics or laborers must include  
14 a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40  
15 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

16 3. **REPORTING REQUIREMENTS**

17 A. SUBRECIPIENT, as a direct recipient of SLFRF, is required to track eligible  
18 expenditures and routinely submit Project and Expenditure Reports, including Quarterly Expenditure  
19 Reports, Annual Performance Reports, and Final Report directly to the TREASURY for the  
20 implementation of the Program.

21 B. **Quarterly Program Expenditure Report:** SUBRECIPIENT shall submit a copy of  
22 its Project and Expenditure Report specific to this Program to the COUNTY's designated contact, as  
23 designated by the COUNTY's County Administrative Officer in writing at the execution of this  
24 Agreement, and Quarterly Program Expenditure Reports through the term of this Agreement as  
25 provided by this Section 3(A). The reports shall contain, but are not limited to, the information described  
26 in Exhibit C, which is attached and incorporated by this reference, and must include a statement, signed  
27 by the SUBRECIPIENT, indicating that all expenditures in the report comply with the Interim Rule and  
28 the Final Rule, as applicable, and ARPA guidelines for the SLFRF, as set forth by the TREASURY.



Quarterly expenditure reports shall be submitted to COUNTY no later than fifteen (15) days after the end of each quarter listed below for the term of this Agreement, beginning with the first quarter ending after the Effective Date:

- 1) January 1 – March 31, due by April 15
- 2) April 1 – June 30, due by July 15
- 3) July 1 – September 30, due by October 15
- 4) October 1 – December 31, due by January 15

C. **Annual Performance Report:** Within fifteen (15) days after each June 30, SUBRECIPIENT shall submit a copy of its "Annual Performance Report" to the COUNTY, covering all performance by the SUBRECIPIENT under this Agreement for the fiscal year ending that June 30<sup>th</sup>. The report shall contain, but not be limited to, the information contained in Exhibit D, which is attached and incorporated by this reference.

D. **Final Report:** SUBRECIPIENT shall submit a copy of its Final Program Report within thirty (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and expenses incurred by SUBRECIPIENT, and any other information as the COUNTY deems necessary to facilitate closeout of the Program, and ensure COUNTY's obligations and requirements under the SLFRF Program are met. The Final Program Report is not complete until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program Report.

#### 4. **NONDISCRIMINATION**

A. During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY, SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination

1 and equal opportunity, including, without limitation, the COUNTY's non-discrimination policy; Title VI of the  
2 Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and TREASURY's implementing regulations at  
3 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under  
4 programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil  
5 Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis  
6 of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act  
7 of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY's implementing regulations at  
8 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving  
9 federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42  
10 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,  
11 activities, and services provided or made available by state and local governments or instrumentalities or  
12 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);  
13 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as  
14 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of  
15 Federal Regulations.

16 B. SUBRECIPIENT shall include the non-discrimination and compliance provisions of  
17 this Section 4 in all subcontracts to perform work under this Agreement.

18 C. SUBRECIPIENT shall provide a system by which recipients of service shall have the  
19 opportunity to express, and have considered, their views, grievances, and complaints regarding  
20 SUBRECIPIENT's delivery of services.

21 5. **CONFLICTS OF INTEREST; ETHICS**

22 A. SUBRECIPIENT understands and agrees that it must maintain a conflict-of-interest  
23 policy consistent with 2 CFR § 200.318(c), and that such conflict-of-interest policy is applicable to each  
24 activity funded under this award. SUBRECIPIENT must disclose in writing to the TREASURY and to  
25 COUNTY any potential conflict of interest affecting the awarded SLFRF in accordance with 2 CFR §  
26 200.12. Further, no officer, agent, consultant, or employee of SUBRECIPIENT may seek or accept any  
27 gifts, service, favor, employment, engagement, remuneration, or economic opportunity which would tend to  
28 improperly influence a reasonable person in that position to depart from the faithful and impartial discharge

1 of the duties of that position.

2 B. No officer, agent, consultant, or employee of SUBRECIPIENT may use his or her  
3 position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or  
4 herself, any member of his or her household, any business entity in which he or she has a financial interest,  
5 or any other person.

6 C. No officer, agent, consultant, or employee of the SUBRECIPIENT may participate as  
7 an agent of the SUBRECIPIENT in the negotiation or execution of any contract between SUBRECIPIENT  
8 and any private business in which he or she has a financial interest.

9 D. No officer, agent, consultant, or employee of SUBRECIPIENT may suppress any  
10 report or other document because it might tend to affect unfavorably his or her private financial interests.

11 E. No officer, agent, consultant, employee, or elected or appointed official of the  
12 COUNTY, or SUBRECIPIENT, shall have any interest, direct or indirect, financial, or otherwise, in any  
13 contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or  
14 herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year  
15 thereafter, for any of the work to be performed pursuant to the Program.

16 6. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

17 A. Any licenses, certificates or permits required by the federal, state, county, or municipal  
18 governments for SUBRECIPIENT to provide the services and operate the Program described in Exhibit A  
19 must be procured by SUBRECIPIENT, and be valid at the time SUBRECIPIENT enters into this  
20 Agreement.

21 B. SUBRECIPIENT must maintain such licenses, certificates and permits in full force and  
22 effect. Licenses, certificates and permits may include, but are not limited to, driver's licenses, professional  
23 licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and  
24 maintained by SUBRECIPIENT at no expense to the COUNTY.

25 C. SUBRECIPIENT must show proof of established "indirect cost rates," as defined by  
26 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (5  
27 U.S.C. 301; 2 CFR 200) with either the Federal Government, or a final negotiated "indirect cost rate" with  
28 COUNTY that complies with the Uniform Guidelines within 3 months of receipt of SLFRF.

1           7.     **OFFICE SPACE, SUPPLIES, EQUIPMENT, AND OPERATING OVERHEAD**

2           SUBRECIPIENT shall provide all office space, supplies, equipment, vehicles, reference materials,  
3 and telephone service necessary for SUBRECIPIENT to provide the services and operate the Program  
4 identified in Exhibit A to this Agreement. COUNTY is not obligated to reimburse or pay SUBRECIPIENT for  
5 any expense or cost incurred by SUBRECIPIENT in procuring or maintaining such items. Responsibility for  
6 the costs and expenses incurred by SUBRECIPIENT in providing and maintaining such items is the sole  
7 responsibility and obligation of SUBRECIPIENT, and if funded by SLFRF, shall comply with the Uniform  
8 Cost Administrative Principles, and Audit Requirements for Federal Awards.

9           8.     **SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S REPORTING TO TREASURY**

10           A.     SUBRECIPIENT acknowledges that COUNTY is obligated to comply with  
11 TREASURY's Compliance and Reporting Guidance, which includes submitting mandatory periodic  
12 reports to TREASURY.

13           B.     SUBRECIPIENT acknowledges that COUNTY is accountable to the TREASURY  
14 for SUBRECIPIENT oversight, including ensuring SUBRECIPIENT's compliance with the SLFRF  
15 program, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule or Final Rule, as  
16 applicable, and reporting requirements, as applicable.

17           C.     Notwithstanding anything to the contrary in this Section 8, (i) SUBRECIPIENT's  
18 compliance with ARPA and this Agreement are a pre-condition to COUNTY's obligations under  
19 Subsections A and B of this Section 8, (ii) nothing in Subsections A or B of this Section 8 relieve  
20 SUBRECIPIENT of its obligations under ARPA and this Agreement, and (iii) Subsections A and B of this  
21 Section 8 are for the purpose of informing SUBRECIPIENT that COUNTY has certain obligations to  
22 TREASURY, the performance of which depend on SUBRECIPIENT's compliance with ARPA and this  
23 Agreement, and in no way create any enforceable obligation by SUBRECIPIENT against COUNTY.

24           9.     **PENALTIES**

25           SUBRECIPIENT acknowledges that under ARPA, failure to comply with the restrictions on use as  
26 described herein, may result in the TREASURY's recoupment of SLFRF from the COUNTY, and that in  
27 such an event, COUNTY would recoup the SLFRF from SUBRECIPIENT.

28           SUBRECIPIENT also acknowledges that if SUBRECIPIENT fails to comply with the U.S.

1 Constitution, Federal statutes, regulations or the terms and conditions of this Federal award, the COUNTY  
2 may impose additional conditions, as described in 2 CFR § 200.208. If the COUNTY determines that  
3 noncompliance cannot be remedied by imposing additional conditions, the COUNTY may take one or more  
4 of the following actions, as appropriate in the circumstances:

5           A.     Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall  
6 refund SLFRF upon demand by COUNTY.

7           B.     Temporarily withhold cash payments pending correction of the deficiency by  
8 SUBRECIPIENT, or more severe enforcement action by the COUNTY;

9           C.     Disallow (that is, deny both use of funds and any applicable matching credit for) all  
10 or part of the cost of the activity or action not in compliance;

11           D.     Wholly or partly suspend or terminate the SLFRF;

12           E.     Recommend the TREASURY initiate suspension or debarment proceedings;

13           F.     Withhold further SLFRF for the Program; and

14           G.     Take other remedies that may be legally available.

15       10.    **FINANCIAL MANAGEMENT**

16           A.     All of the SLFRF received by SUBRECIPIENT shall be maintained by  
17 SUBRECIPIENT in a separate account (the "SLFRF Account"), which shall be distinct from any and all  
18 other accounts or funds of the SUBRECIPIENT, and any interest, income, or increase in such SLFRF as  
19 a result of any investment thereof shall be maintained in such SLFRF Account for the sole authorized  
20 use under this Agreement, provided that, in the event SUBRECIPIENT has more than one authorized  
21 use of such SLFRF under this Agreement, SUBRECIPIENT may have such number of such separate  
22 accounts that correspond to each such authorized use provided further that such separate accounts are  
23 subject to this Section 10(A), and are segregated and identified by a unique identifier. In no event shall  
24 any such SLFRF be placed in any investment that may be withdrawn only upon payment of penalty, fee,  
25 or charge.

26           B.     SUBRECIPIENT must provide to COUNTY evidence of SUBRECIPIENT's  
27 financial accountability. SUBRECIPIENT shall comply with all applicable Uniform Guidance  
28

1 requirements. SUBRECIPIENT shall consult with COUNTY if SUBRECIPIENT is not certain which  
2 Uniform Guidance requirements apply or how they apply.

3 C. Pursuant to 2 CFR 200.303, the SUBRECIPIENT shall develop and implement  
4 written internal controls that are effective to ensure that funding decisions under the SLFRF constitute  
5 Eligible Uses of SLFRF, and shall document all funding decisions. Upon request by COUNTY, the  
6 SUBRECIPIENT shall provide the written internal controls and documentation of funding decisions to the  
7 COUNTY.

8 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most  
9 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than  
10 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it  
11 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial  
12 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial  
13 accountability submissions shall be provided to County of Fresno, County Administrative Office located  
14 at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address  
15 [fresnocal@fresnocountyca.gov](mailto:fresnocal@fresnocountyca.gov).

16 E. SUBRECIPIENT certifies that neither it, nor its principals, are presently debarred,  
17 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this  
18 transaction by any federal department or agency. This certification is made pursuant to the regulations  
19 implemented by 2 CFR Part 200, Subpart 200.214, Debarment and Suspension, and any relevant  
20 program-specific regulations. This provision shall be required of every subcontractor receiving any  
21 payment in whole or in part from Federal funds.

22 F. SUBRECIPIENT shall record all costs of the Program by budget line items, which  
23 shall be supported by adequate source documentation, including payroll ledgers, time records, invoices,  
24 contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and  
25 propriety of all costs. At any time during normal business hours, SUBRECIPIENT's financial transactions  
26 with respect to the Program may be audited by the COUNTY or independent auditors contracted by the  
27 COUNTY, or any combination thereof. The representatives of the auditing agency or agencies shall  
28 have access to all books, documents, accounts, records, reports, files, papers, things, property,

1 contractors of program services, and other persons pertaining to such financial transactions and  
2 necessary to facilitate the audit.

3 G. Copies, excerpts, or transcripts of all of the books, documents, papers, and  
4 records, including invoices, payroll registers, time records, contracts, and accounting documents  
5 concerning matters that are reasonably related to the Program shall be provided upon request to the  
6 COUNTY.

7 H. SUBRECIPIENT shall review and approve eligible expenditures for the transferred  
8 SLFRF award for items described in Exhibit B, which is attached and incorporated by this reference.  
9 SUBRECIPIENT shall not make any changes in the line-item expenditures in Exhibit B without prior  
10 written approval of the COUNTY.

11 I. No cash reimbursement for purchases of any kind is allowable.

12 11. **TERM**

13 The term of this Agreement shall comply with ARPA Guidelines, and shall commence on the  
14 Effective Date, until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program  
15 Report under Section 3(C) of this Agreement, unless sooner terminated as provided herein.  
16 Notwithstanding timelines provided in this Agreement, SUBRECIPIENT may only use ARPA SLFRF to  
17 cover costs incurred during the time period set forth by the TREASURY. The COUNTY's written  
18 acceptance of the Final Program Report under Section 3(C) of this Agreement shall include the COUNTY's  
19 written notification to the SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended. The  
20 County Administrative Officer or his or her designee is authorized to execute this written acceptance of the  
21 Final Program Report and notification of term end to SUBRECIPIENT.

22 12. **TERMINATION**

23 A. Non-Allocation of Funds: The terms of this Agreement, and the services to be  
24 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
25 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
26 terminated by COUNTY, at any time without penalty to COUNTY by giving the SUBRECIPIENT thirty (30)  
27 days advance written notice.

28 B. Breach of Contract: The COUNTY may immediately suspend or terminate this

1 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 2 1) An illegal or improper use of funds;
- 3 2) A failure to comply with any term of this Agreement;
- 4 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 5 4) Improperly performed service.

6 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
7 of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither shall  
8 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
9 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the  
10 COUNTY of any SLFRF disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of  
11 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT  
12 shall promptly refund any such SLFRF upon demand.

13 C. Without Cause: Under circumstances other than those set forth above, this  
14 Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention  
15 to terminate to SUBRECIPIENT.

16 13. **GRANT FUNDING/COMPENSATION**

17 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to  
18 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to transfer to  
19 SUBRECIPIENT, and SUBRECIPIENT agrees to receive such transfers in two installments, up to the total  
20 SLFRF transfer amount not to exceed two million, eight-hundred thirty-two thousand, one hundred dollars  
21 (\$2,832,100).

22 It is expressly agreed and understood that the total amount of SLFRF to be transferred by COUNTY  
23 to SUBRECIPIENT for the Program shall not exceed two million, eight-hundred thirty-two thousand, one  
24 hundred dollars (\$2,832,100) to fund the replacement and construct of a new water storage tank in  
25 accordance with the DWSRF, which is necessary to increase the SUBRECIPIENT's water storage  
26 capacity and correct the water system pressure deficiency during peak hours in the community of Las  
27 Deltas, will respond to the drinking water needs identified by the SUBRECIPIENT, and will improve  
28 drinking water drought resiliency in the disadvantaged community of Las Deltas, which is an eligible use



1 under the Final Rule. This Program will provide a benefit to residents of the COUNTY, as it will increase  
2 water storage and availability for approximately 375 residents living in the community of Las Deltas.

3 SLFRF transferred under this Agreement will fund the Program's project administration, bid support,  
4 construction cost, supportive services, construction inspections, and easement applications for the  
5 replacement of the Tank.

6 Following the Effective Date of this Agreement, the SUBRECIPIENT shall request the COUNTY to  
7 transfer SLFRF to fund the Program's anticipated costs for grant administration and project support,  
8 easement acquisition, and bidding support services for an amount not to exceed fifty-two thousand dollars  
9 (\$52,000) to cover eligible expenditures shown on Table 1-1 of Exhibit B. The SUBRECIPIENT shall then  
10 make a second written request to the COUNTY to transfer a second payment in advance for the  
11 construction phase of the Program's budget (\$2,780,100) in accordance with this Agreement. The  
12 SUBRECIPIENT anticipates that the Program will be completed in 27 months. The SUBRECIPIENT's  
13 transfer requests to COUNTY shall include supporting information for the implementation of the Program  
14 as represented in Table 1-1, of this Agreement. After appropriate review and inspection of the transfer  
15 request, the COUNTY shall transfer payment to SUBRECIPIENT in a timely manner. The  
16 SUBRECIPIENT is responsible for monitoring and reporting quarterly expenditure reports directly to the  
17 TREASURY for the implementation of the Program, as described in Exhibit A. SUBRECIPIENT is  
18 responsible for monitoring, approving expenditures, and reporting timely quarterly expenditure reports  
19 directly to the TREASURY for the implementation of the Program. SUBRECIPIENT shall submit copies  
20 of its quarterly expenditure reports, project progress reports, and supporting documentation to the  
21 COUNTY, as described in Section 3(B) of this Agreement. SUBRECIPIENT shall submit copies of its  
22 quarterly expenditure reports, project progress reports, and supporting documentation to the County of  
23 Fresno, County Administrative Office located at 2281 Tulare, Room 304, Fresno, CA 93721, or  
24 electronically, to e-mail address [fresnocao@fresnocountyca.gov](mailto:fresnocao@fresnocountyca.gov). If SUBRECIPIENT fails to comply with  
25 any provision of this Agreement, COUNTY shall be relieved of its obligations for further compensation.

26 B. To ensure compliance with Federal and State regulations, COUNTY may require  
27 additional supporting documentation or clarification as follows:

28 i. COUNTY staff shall notify SUBRECIPIENT to obtain necessary additional

1 documentation or clarification.

2                   ii. SUBRECIPIENT shall respond within five (5) business days with required  
3 additional documentation or clarification.

4                   C. All expenses incidental to SUBRECIPIENT's performance of services in carrying out  
5 its Program under this Agreement shall be borne by SUBRECIPIENT. Except as expressly provided in this  
6 Agreement, SUBRECIPIENT shall not be entitled to, nor receive from COUNTY, any additional  
7 consideration, compensation, salary, wages, or other type of remuneration for services rendered under  
8 this Agreement. COUNTY shall not withhold any Federal or State income taxes or Social Security tax from  
9 any payments made by COUNTY to SUBRECIPIENT under the terms and conditions of this Agreement.  
10 Payment of all taxes and assessments on such sums is the sole responsibility of SUBRECIPIENT.  
11 COUNTY has no responsibility or liability for payment of SUBRECIPIENT's taxes or assessments.

12           14. **INDEPENDENT CONTRACTOR**

13           In performance of the work, duties and obligations assumed by SUBRECIPIENT under this  
14 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the  
15 SUBRECIPIENT's officers, agents, and employees will at all times be acting and performing as an  
16 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
17 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right  
18 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and  
19 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that  
20 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

21           SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and  
22 regulations, if any, of governmental authorities having jurisdiction over all matters subject thereto. Because  
23 of its status as an independent contractor, SUBRECIPIENT shall have absolutely no right to employment  
24 rights and benefits available to COUNTY employees. SUBRECIPIENT shall be solely liable and  
25 responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
26 addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating  
27 to payment of SUBRECIPIENT's employees, including compliance with Social Security withholding and all  
28 other regulations governing such matters. It is acknowledged that during the term of this Agreement,

SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

15. **MODIFICATION**

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

16. **NON-ASSIGNMENT**

Neither party shall assign, transfer, or sub-contract this Agreement, nor their rights or duties under this Agreement without the prior written consent of the other party.

17. **HOLD HARMLESS** SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by the SUBRECIPIENT, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers, agents, or employees under this Agreement.

SUBRECIPIENT shall indemnify COUNTY against any and all actions of recoupment by the TREASURY arising from this Agreement. Such indemnification shall not be limited to the term of this Agreement. SUBRECIPIENT shall indemnify COUNTY against any and all claims or actions by any person or entity arising from any violation or alleged violation of Section 1(G), herein. The provisions of this Section 17 shall survive the expiration or termination of this Agreement.

18. **INSURANCE**

Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any third parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. **Commercial General Liability**

Commercial General Liability Insurance with limits of not less than Two Million Dollars

1 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
2 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
3 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
4 liability or any other liability insurance deemed necessary because of the nature of this contract.

5 B. Automobile Liability

6 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
7 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
8 used in connection with this Agreement.

9 C. Professional Liability

10 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
11 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
12 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

13 SUBRECIPIENT agrees that it shall maintain, at its sole expense, in full force and effect for a  
14 period of three (3) years following the termination of this Agreement, one or more policies of  
15 professional liability insurance with limits of coverage as specified herein.

16 D. Worker's Compensation

17 A policy of Worker's Compensation insurance as may be required by the Labor Code.

18 Additional Requirements Relating to Insurance

19 SUBRECIPIENT shall obtain endorsements to the Commercial General Liability insurance naming  
20 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
21 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
22 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
23 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
24 provided under SUBRECIPIENT's policies herein. This insurance shall not be cancelled or changed without  
25 a minimum of thirty (30) days advance written notice given to COUNTY.

26 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and  
27 employees any amounts paid by the policy of worker's compensation insurance required by this  
28 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be

1 necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under  
2 this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

3         Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,  
4 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the  
5 foregoing policies, as required herein, to the County of Fresno, County Administrative Office, Attention:  
6 ARPA – SLFRF Coordinator, 2281 Tulare Street, Room 304, Fresno, CA 93721, stating that such  
7 insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents  
8 and employees will not be responsible for any premiums on the policies; that for such worker's  
9 compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers,  
10 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate  
11 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its  
12 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the  
13 operations under this Agreement are concerned; that such coverages for additional insured shall apply as  
14 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents  
15 and employees, shall be excess only and not contributing with insurance provided under SUBRECIPIENT's  
16 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)  
17 days advance, written notice given to COUNTY.

18         In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as herein  
19 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
20 Agreement upon the occurrence of such event.

21         All policies shall be issued by admitted insurers licensed to do business in the State of California,  
22 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
23 FSC VII or better.

24         19. **RECORDKEEPING AND CONFIDENTIALITY**

25             A. Pursuant to the Compliance Guidance published by TREASURY, the SUBRECIPIENT  
26 must maintain records and financial documents for five (5) years after all SLFRF have been expended or  
27 returned to TREASURY. SUBRECIPIENT acknowledges that the Compliance Guidance published by  
28 TREASURY may change, and understands that any changes must be complied with. SUBRECIPIENT is

1 responsible to comply with any changes made to the Compliance Guidance, and COUNTY has no  
2 responsibility to notify the SUBRECIPIENT of any changes to the Compliance Guidance by TREASURY.

3 B. SUBRECIPIENT shall maintain reasonable security measures to protect records  
4 containing personal information from unauthorized access, acquisition, destruction, use, modification, or  
5 disclosure pursuant to the California Consumer Privacy Act (CCPA) to ensure against a breach of  
6 security of personal information of clients, staff, or other individuals. SUBRECIPIENT shall have  
7 established written policies and procedures that align with CCPA, and shall follow such procedures.  
8 Upon request, SUBRECIPIENT shall make available to COUNTY staff such written policies and  
9 procedures, and shall be monitored for compliance.

10 20. **AUDITS AND INSPECTIONS:**

11 A. SUBRECIPIENT shall, at any time during business hours, and as often as the  
12 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data  
13 with respect to the matters covered by this Agreement. SUBRECIPIENT shall, upon request by the  
14 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure  
15 SUBRECIPIENT's compliance with the terms of this Agreement. SUBRECIPIENT shall allow duly  
16 authorized representatives of the COUNTY or independent auditors contracted by the COUNTY, or any  
17 combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the  
18 reviewing entity deems to be appropriate in order to determine:

- 19 1) Whether the objectives of the Program are being achieved;
- 20 2) Where the Program is being operated in an efficient and effective  
21 manner;
- 22 3) Whether management control systems and internal procedures have  
23 been established to meet the objectives of the Program;
- 24 4) Whether the financial operations of the Program are being conducted  
25 properly;
- 26 5) Whether the periodic reports to the COUNTY contain accurate and  
27 reliable information;
- 28 6) Whether all of the activities of the Program are conducted in compliance

with the provisions of state and federal laws and regulations and this Agreement; and

- 7) Whether all activities associated with the Program are in compliance with the Interim Final Rule and Final Rule for the SLFRF, the Compliance Guidance, and any subsequent guidance issued by TREASURY.

B. SUBRECIPIENT shall maintain all books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to the inspection, review, and audit by the COUNTY or its designees, and the TREASURY, for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for unallowable costs under this Agreement, the ARPA Guidelines, or the Final Rule, SUBRECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

C. SUBRECIPIENT agrees and acknowledges that if SUBRECIPIENT expends more than \$750,000 in Federal awards during a fiscal year, SUBRECIPIENT shall be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F, regarding audit requirements.

21. **NOTICES**

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY  
COUNTY OF FRESNO  
ARPA - SLFRF Coordinator  
2281 Tulare Street, Room 304  
Fresno, CA 93721

SUBRECIPIENT  
City of Firebaugh  
1133 "P" Street  
Firebaugh, CA 93622  
Attention: Ben Gallegos  
City Manager

All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one

COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

22. **GOVERNING LAW**

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

23. **ADVICE OF ATTORNEY**

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys, or the opportunity to seek such advice.

24. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

Members of the SUBRECIPIENT's Council shall disclose any self-dealing transactions that they are a party to while SUBRECIPIENT is providing goods or performing services under this Agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT is a party and in which one or more of its directors has a material financial interest. Members of the SUBRECIPIENT Council shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit E and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

25. **ELECTRONIC SIGNATURES**

The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing



1 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed  
2 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for  
3 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to  
4 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing  
5 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or  
6 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of  
7 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
8 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,  
9 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken  
10 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
11 through (5), and agrees that each other party may rely upon that representation. This Agreement is not  
12 conditioned upon the parties conducting the transactions under it by electronic means and either party  
13 may sign this Agreement with an original handwritten signature.

14 26. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the  
15 SUBRECIPIENT and COUNTY with respect to the subject matter hereof, and supersedes all previous  
16 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
17 understanding of any nature whatsoever unless expressly included in this Agreement. Notwithstanding this  
18 provision, any additional requirements and/or guidelines set forth by the TREASURY regarding the uses  
19 and reporting requirements for ARPA SLFRF after the execution of this Agreement shall be understood to  
20 be integrated into this Agreement, and binding on the parties.

21 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3  
4 **SUBRECIPIENT**

**COUNTY OF FRESNO**

5 \_\_\_\_\_  
6 Ben Gallegos, City Manager of the  
City of Firebaugh

\_\_\_\_\_   
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

7 Mailing Address:  
8 1133 "P" Street  
9 Firebaugh, CA 93622

10  
11 **ATTEST:**  
12 Bernice E. Seidel  
13 Clerk of the Board of Supervisors  
14 County of Fresno, State of California

15  
16 By: \_\_\_\_\_

Deputy

17 FOR ACCOUNTING USE ONLY:

18 Fund: 0026

19 Subclass: 91021

20 ORG: 1033

21 Account: 7295  
22  
23  
24  
25  
26  
27  
28

**Exhibit A**

**Program Description**

SUBRECIPIENT is responsible to operate a public water distribution system (CA-1010005) that is regulated by Order Number 03-23-11PA-006 issued by the State Water Resources Control Board, Division of Drinking Water. The SUBRECIPIENT provides potable water supply to non-residential and residential rate payers in a disadvantaged community with an estimated population of 8,126 residents. The transfer of SLFRF pursuant to this Agreement will benefit the COUNTY, the unincorporated community of Las Deltas, a sparsely populated rural residential community located south of the SUBRECIPIENT's city limits that consists of 107 service connections and approximately 375 residents of the COUNTY. The City is in three Qualified Census Tracts (QTCs: 06019008403, 8301, and 8303) as designated by the Department of Housing and Urban Development, with a reported median household income of \$36,667.

The SUBRECIPIENT's public distribution system consists of six active groundwater wells, booster pumps, two different water treatment sites, three water storage tanks, and approximately 35 miles of distribution pipelines that serves approximately 1,642 active service connections. The SUBRECIPIENT represents that it owns a 500,000-gallon water storage tank (Tank) located in the SUBRECIPIENT's city limits near the Main Canal, south of Nees Avenue and north of Main Street, that provides storage for water supply that is pumped and sold through contract to the Las Deltas Mutual Water Company. The SUBRECIPIENT represents that the Tank, pumps, and transmission mains used to supply potable water to the community of Las Deltas are well past their useful lives, the Tank has visible damage and the roof continues to deteriorate, and SUBRECIPIENT represents that water storage has been significantly reduced to mitigate further damage to the Tank, and to reduce the risk of compromising the Tank's integrity, which has the potential to become an immediate threat to the community of Las Deltas water supply. SLFRF provided under this Agreement will fund project administration, bid support, construction cost, supportive services, construction inspections, and easement applications for the replacement of the Tank. The Program is designed to increase the SUBRECIPIENT's water storage capacity, improve water availability, and correct the water system pressure deficiency during peak hours in the community of Las Deltas, and will provide water storage for drought resiliency for the SUBRECIPIENT and the residents of the community of Las Deltas.

**Exhibit B**

**Expenditure Plan**

The total SLFRF amount provided under this Agreement shall not to exceed two million, eight-hundred thirty-two thousand, one hundred dollars (\$2,832,100) to fund the Program's project administration, bid support, construction cost, supportive services, construction inspections, and easement applications for the replacement of the Tank.

Following the Effective Date of this Agreement, the SUBRECIPIENT shall request the COUNTY to transfer SLFRF to fund the Program's anticipated costs for grant administration and project support, easement acquisition, and bidding support services for an amount not to exceed fifty-two thousand dollars (\$52,000) to cover eligible expenditures shown on Table 1-1 of Exhibit B. The SUBRECIPIENT shall then make a second written request to the COUNTY to transfer a second payment in advance for the construction phase of the Program's budget (\$2,780,100) in accordance with this Agreement to cover construction expenditures shown on Table 1-1 of Exhibit B. The SUBRECIPIENT is responsible for approving Program expenditures, monitoring, and reporting quarterly expenditure reports directly to the TREASURY. In accordance with Section 3(B) of the Agreement, SUBRECIPIENT shall submit copies of its Program's quarterly expenditure reports, project progress reports, and supporting documentation to the COUNTY. The SUBRECIPIENT's transfer requests to COUNTY shall include supporting information for the implementation of the Program.

**Table 1-1  
Expenditure Plan**

| <b>City of Firebaugh - Las Deltas Water Storage Tank Replacement,<br/>ARPA Budget</b> |  |                         |
|---|--|-------------------------|
| <b>Line Item<br/>No.</b>  | <b>Line Item Description</b>             | <b>Line Item Budget</b> |
| 1   | Grant Administration and Project Support | \$ 32,530               |
| 2   | Preliminary Design                       | \$ -                    |
| 3   | Design Development                       | \$ -                    |
| 4   | Construction Documents                   | \$ -                    |
| 5   | Final Design                             | \$ -                    |
| 6   | Environmental Documents                  | \$ -                    |
| 7   | Meetings                                 | \$ -                    |
| 8   | Easement Acquisition                     | \$ 10,000               |
| 9   | Bidding Support Services                 | \$ 9,000                |
| 10  | Construction                             | \$ 2,324,570            |
| 11  | Construction Support Services            | \$ 67,000               |
| 12  | Construction Inspection Services         | \$ 389,000              |
| 13  | Equipment (SCADA, Generator)             | \$ -                    |
| <b>Total</b>  |  | <b>\$ 2,832,100</b>     |

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**Exhibit B (continued)**  
**Transfer Request Form**

Date:  
  
County of Fresno  
ARPA - SLFRF Coordinator  
2281 Tulare Street, Room 304  
Fresno, CA 93721

**Subject: Transfer Request for Payment:**

| Program | SUBRECIPIENT Name |
|---------|-------------------|
|---------|-------------------|

In accordance with the executed Agreement for the above-referenced Program, the [SUBRECIPIENT NAME] is requesting payment of \$ \_\_\_\_\_ in support of the Program. The [SUBRECIPIENT NAME] certifies that this request for payment is consistent with the amount of work that has been completed to date, detailing items purchased, and expenses incurred or anticipated to be incurred in support of the Program in accordance with the expenditure plan (Exhibit B, Table 1-1) documented in the executed Agreement, and as evidenced by the enclosed invoices and supporting documents.

| Payee | Agreement # | Amount |
|-------|-------------|--------|
|-------|-------------|--------|

Sincerely,  
  
[City Representative]  
[SUBRECIPIENT Name]  
Enclosure(s)

Exhibit C

Quarterly Program Expenditure Report (Template)

| PROGRAM   |                            |
|---|----------------------------|
| Tax Identification Number or Unique Entity ID (TIN or SAM): | Agreement Number:          |
| Name of Entity:   | Program Name:              |
| Reporting Period Start Date:                                | Reporting Period End Date: |
| Expenditure Category: 5 Infrastructure, Water               |                            |
| Total Award: \$2,832,100                                    | Remaining Balance:         |

| EXPENDITURES |                         |                                      |                                     |                             |                            |
|--------------|-------------------------|--------------------------------------|-------------------------------------|-----------------------------|----------------------------|
| Category     |                         | Cumulative Expenditures to date (\$) | Cumulative Obligations to date (\$) | Current Period Expenditures | Current Period Obligations |
| 5            | Infrastructure, Water   |                                      |                                     |                             |                            |
| 5.14         | Drinking Water: Storage |                                      |                                     |                             |                            |
|              |                         |                                      |                                     |                             |                            |
| TOTAL        |                         |                                      |                                     |                             |                            |

PROJECT STATUS

Describe program achievements and upcoming milestones:

Quarterly Status Report, select one.

|                                     |                                |
|-------------------------------------|--------------------------------|
| <input type="checkbox"/>            | Not started                    |
| <input type="checkbox"/>            | completed less than 50 percent |
| <input type="checkbox"/>            | completed more than 50 percent |
| <input checked="" type="checkbox"/> | Completed                      |

AUTHORIZED SIGNATURE

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**Exhibit D**

**Annual Performance Report**

All SUBRECIPIENTS that receive State and Local Fiscal Recovery Funds (SLFRF) awards are required to produce an Annual Report. The Annual Report provides information on the SUBRECIPIENT's Program, and how it plans to ensure program outcomes are achieved in an effective and equitable manner.

The initial Annual Report must cover the period from the date of award to the following June 30th and must be submitted to the County within 15 calendar days after the end of the reporting period. Thereafter, the Annual Report will cover a 12-month period and recipients will be required to submit the report to the County within 15 calendar days after the end of the 12-month period (by July 15th).

| Annual Report | Period Covered                   | Due Date         |
|---------------|----------------------------------|------------------|
| 1             | Award – June 30, 2022            | July 15, 2022    |
| 2             | July 1, 2022 – June 30, 2023     | July 15, 2023    |
| 3             | July 1, 2023 – June 30, 2024     | July 15, 2024    |
| 4             | July 1, 2024 – June 30, 2025     | July 15, 2025    |
| 5             | July 1, 2025 – June 30, 2026     | July 15, 2026    |
| 6             | July 1, 2026 – December 31, 2026 | January 15, 2027 |

**Instructions:**

RECIPIENT should consult the SLFRF Guidance on Recipient Compliance and Reporting Responsibilities (Reporting Guidance) located at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for detailed guidance on the submission of this report.



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**Exhibit E**  
**Self-Dealing Transaction Disclosure Form**

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit E

|   |  |              |  |
|---|--|--------------|--|
| <b>(1) Company Board Member Information:</b>  |  |              |  |
| <b>Name:</b>  |  | <b>Date:</b> |  |
| <b>Job Title:</b>   |  |              |  |
| <b>(2) Company/Agency Name and Address:</b>   |  |              |  |
|   |  |              |  |
| <b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>                  |  |              |  |
|   |  |              |  |
| <b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b> |  |              |  |
|   |  |              |  |
| <b>(5) Authorized Signature</b>   |  |              |  |
| <b>Signature:</b>   |  | <b>Date:</b> |  |

1 **EXHIBIT F**

2 **U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND**  
3 **AWARD TERMS AND CONDITIONS**

4 1. Use of Funds.

- 5 a) Recipient understands and agrees that the funds disbursed under this award may only be used in  
6 compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations  
7 implementing that section, and guidance issued by Treasury regarding the foregoing.  
8 b) Recipient will determine prior to engaging in any project using this assistance that it has the  
9 institutional, managerial, and financial capability to ensure proper planning, management, and  
10 completion of such project.

11  
12 2. Period of Performance. The period of performance for this award begins on the date hereof and  
13 ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award  
14 funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on  
15 December 31, 2024.

16  
17 3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as  
18 they relate to this award.

19  
20 4. Maintenance of and Access to Records.

- 21 a) Recipient shall maintain records and financial documents sufficient to evidence compliance with  
22 section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by  
23 Treasury regarding the foregoing.  
24 b) The Treasury Office of Inspector General and the Government Accountability Office, or their  
25 authorized representatives, shall have the right of access to records (electronic and otherwise) of  
26 Recipient in order to conduct audits or other investigations.  
27 c) Records shall be maintained by Recipient for a period of five (5) years after all funds have been  
28 expended or returned to Treasury, whichever is later.

1  
2 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding  
3 from this award.

4  
5 6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and  
6 indirect costs as specified in the Scope of Work.

7  
8 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

9  
10 8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict-of-interest policy  
11 consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity  
12 funded under this award. Recipient and Recipients must disclose in writing to Treasury or the pass-through  
13 entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2  
14 C.F.R. § 200.112.

15  
16 9. Compliance with Applicable Law and Regulations.

17 a) Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by  
18 Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the  
19 foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations,  
20 and executive orders, and recipient shall provide for such compliance by other parties in any  
21 agreements it enters into with other parties relating to this award.

22 b) Federal regulations applicable to this award include, without limitation, the following:

23 i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
24 Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are  
25 inapplicable to this Award and subject to such exceptions as may be otherwise provided by  
26 Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the  
27 Single Audit Act, shall apply to this award.  
28

- 1           ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant  
2           to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated  
3           by reference.
- 4           iii. Reporting Subaward and Executive Compensation Information , 2 C.F.R. Part 170, pursuant  
5           to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated  
6           by reference.
- 7           iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension  
8           (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or  
9           condition in all lower tier covered transactions (contracts and subcontracts described in 2  
10          C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's  
11          implementing regulation at 31 C.F.R. Part 19.
- 12          v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2  
13          C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 14          vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 15          vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 16          viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42  
17          U.S.C. §§ 4601-4655) and implementing regulations.
- 18          x. Generally applicable federal environmental laws and regulations.
- 19    c) Statutes and regulations prohibiting discrimination applicable to this award include, without  
20    limitation, the following:
- 21          i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's  
22          implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of  
23          race, color, or national origin under programs or activities receiving federal financial  
24          assistance;
- 25          iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),  
26          which prohibits discrimination in housing on the basis of race, color,  
27          religion, national origin, sex, familial status, or disability;
- 28

- v. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- vi. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- vii. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 or 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602 (c) (1) or 603 (c) (1) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

1  
2 13. Publications. Any publications produced with funds from this award must display the following  
3 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP  
4 3678 awarded to County of Fresno by the U.S. Department of the Treasury."

5  
6 14. Debts Owed the Federal Government.

- 7 a) Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to  
8 be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office  
9 of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to  
10 a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been  
11 repaid by Recipient shall constitute a debt to the federal government.
- 12 b) Any debts determined to be owed the federal government must be paid promptly by Recipient . A  
13 debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for  
14 payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or  
15 improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any  
16 actions available to it to collect such a debt.

17  
18 15. Disclaimer.

- 19 a) The United States expressly disclaims any and all responsibility or liability to Recipient or third  
20 persons for the actions of Recipient or third persons resulting in death, bodily injury, property  
21 damages, or any other losses resulting in any way from the performance of this award or any  
22 contract, or subcontract under this award.
- 23 b) The acceptance of this award by Recipient does not in any way establish an agency relationship  
24 between the United States and Recipient.

25  
26 16. Protections for Whistleblowers.

- 27 a) In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise  
28 discriminate against an employee in reprisal for disclosing to any of the list of persons or entities



provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b) The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c) Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers

1                   ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS  
2                   ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
3

4           As a condition of receipt of federal financial assistance from the Department of the Treasury, the  
5 Recipient provides the assurances stated herein. The federal financial assistance may include federal  
6 grants, loans, and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal  
7 land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other  
8 arrangements with the intention of providing assistance. Federal financial assistance does not encompass  
9 contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal  
10 government at market value, or programs that provide direct benefits.

11           The assurances apply to all federal financial assistance from, or funds made available through the  
12 Department of the Treasury, including any assistance that the Recipient may request in the future.

13           The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of  
14 the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's  
15 program(s) or activity(ies) is federally assisted in the manner prescribed above.

- 16
- 17           1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as  
18 amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to  
19 discrimination under programs and activities receiving federal financial assistance, of any person in  
20 the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as  
21 implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other  
22 pertinent executive orders such as Executive Order 13166, directives, circulars, policies,  
23 memoranda, and/or guidance documents.
  - 24           2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons  
25 with Limited English Proficiency," seeks to improve access to federally assisted programs and  
26 activities for individuals who, because of national origin, have Limited English proficiency (LEP).  
27 Recipient understands that denying a person access to its programs, services, and activities  
28 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights

1 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient  
2 shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure  
3 that LEP persons have meaningful access to its programs, services, and activities. Recipient  
4 understands and agrees that meaningful access may entail providing language assistance services,  
5 including oral interpretation and written translation where necessary, to ensure effective  
6 communication in the Recipient's programs, services, and activities.

- 7 3. Recipient agrees to consider the need for language services for LEP persons when Recipient  
8 develops applicable budgets and conducts programs, services, and activities. As a resource, the  
9 Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information  
10 on taking reasonable steps to provide meaningful access for LEP persons, please visit  
11 <http://www.lep.gov>.
- 12 4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of  
13 continued receipt of federal financial assistance and is binding upon Recipient and Subrecipient's  
14 successors, transferees, and assignees for the period in which such assistance is provided.
- 15 5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors,  
16 subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and  
17 agrees to incorporate the following language in every contract or agreement subject to Title VI and  
18 its regulations between the Recipient and the Subrecipient's sub-grantees, contractors,  
19 subcontractors, successors, transferees, and assignees:

20 *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall*  
21 *comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal*  
22 *financial assistance from excluding from a program or activity, denying benefits of, or*  
23 *otherwise discriminating against a person on the basis of race, color, or national origin (42*  
24 *U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI*  
25 *regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of*  
26 *this contract (or agreement). Title VI also includes protection to persons with "Limited*  
27 *English Proficiency" in any program or activity receiving federal financial assistance , 42*  
28 *U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI*

1                    *regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this*  
2                    *contract or agreement.*

- 3        6. Recipient understands and agrees that if any real property or structure is provided or improved with  
4        the aid of federal financial assistance by the Department of the Treasury, this assurance obligates  
5        the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the  
6        real property or structure is used for a purpose for which the federal financial assistance is extended  
7        or for another purpose involving the provision of similar services or benefits. If any personal property  
8        is provided, this assurance obligates the Recipient for the period during which it retains ownership  
9        or possession of the property.
- 10      7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of  
11      the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration,  
12      mediation, litigation, and monitoring of any settlement agreements that may result from these  
13      actions. The Recipient shall comply with information requests, on-site compliance reviews and  
14      reporting requirements.
- 15      8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any  
16      complaints of discrimination on the grounds of race, color, or national origin, and limited English  
17      proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and  
18      provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or  
19      completed, including outcome. Recipient also must inform the Department of the Treasury if  
20      Recipient has received no complaints under Title VI.
- 21      9. Recipient must provide documentation of an administrative agency's or court's findings of non-  
22      compliance of Title VI and efforts to address the non-compliance, including any voluntary  
23      compliance or other agreements between the Recipient and the administrative agency that made  
24      the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must  
25      provide documentation of the settlement. If Recipient has not been the subject of any court or  
26      administrative agency finding of discrimination, please so state.
- 27      10. If the Recipient makes sub-awards to other agencies or other entities, the Subrecipient is  
28      responsible for ensuring that sub-recipients also comply with Title VI and other applicable

1 authorities covered in this document. State agencies that make sub-awards must have in place  
2 standard grant assurances and review procedures to demonstrate that they are effectively  
3 monitoring the civil rights compliance of subrecipients.  
4

5 The United States of America has the right to seek judicial enforcement of the terms of this assurances  
6 document, and nothing in this document alters or limits the federal enforcement measures that the United  
7 States may take in order to address violations of this document or applicable federal law.  
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**RESOLUTION NO. 23-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH SUPPORTING AND  
URGING THE APPROVAL AND FUNDING OF THE GRANT APPLICATION SUBMITTED BY  
THE CITY OF HURON TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FOR A LOCAL AGENCY TECHNICAL ASSISTANCE GRANT**

**WHEREAS**, the California Public Utilities Commission administers the Local Agency Technical Assistance Grant Program which provides funding to assist cities and other local agencies in their efforts to provide high speed broadband to unserved Californians; and

**WHEREAS**, the purpose of the Local Agency Technical Assistance Grant (LATA) is for broadband technical assistance grants funding preconstruction expenses that facilitate development of broadband, network deployment projects to areas in need, including environmental, feasibility and engineering, design studies or reports, needs assessments, market studies, broadband strategic plans, and business plans, in addition to the formation of a joint power's authority; and,

**WHEREAS**, the City of Huron, like the City of Firebaugh is a relatively small, rural city located within what is known of the West side of the County of Fresno which will use part of the grant, if awarded, to form a joint powers authority which our City is able to join to spend the initial grant assistance under the LATA Program for the purpose of conducting region wide environmental, feasibility, engineering, design studies or reports, needs assessments, marketing studies, broadband strategic plans and business plans for the development broadband throughout the West side area of the County of Fresno; and

**WHEREAS**, if the City of Firebaugh were to apply for the LATA funds on its own, it is unlikely, because of its size, that any significant amount of grant funds would be awarded and given the need to establish a broadband network that covers the entire region, it is more advantageous for the City of Firebaugh, like the City of Huron, to apply for and use the grant funds for those studies and other non-construction purposes on a regional basis.

**NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The foregoing recitals are true and correct.
2. The City Council of the City of Firebaugh supports and urges the California Public Utilities Commission to grant the LATA funds requested by the City of Huron and is specifically refraining from making its own application for these funds to enable the formation of a joint powers authority to include the City of Firebaugh and the City of Huron, among others, within western Fresno County to make expenditures for purposes authorized by the LATA Grant Funding Program.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 6<sup>th</sup> day of February 2023, by the following vote:

**AYES:** Council Member(s)

**NOES:** Council Member(s)

**ABSENT:** Council Member(s)

**ABSTAIN:** Council Member(s)

**APPROVED:**

**ATTEST:**

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Felipe Perez, Mayor

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Rita Lozano, Deputy City Clerk

**To be retyped on City Letterhead**

February 6, 2023

California Public Utilities Commission  
Via [broadband.techassist@cpuc.ca.gov](mailto:broadband.techassist@cpuc.ca.gov)

RE: Application for Local Agency Technical Assistance Grant by City of Huron

Dear Sir or Madam:

The City of Huron submitted an application for \$500,000 in Local Agency Technical Assistance Funds administered by the California Public Utilities Commission (CPUC). The City of Firebaugh is a city located within the same region as the City of Huron, the West side of the County of Fresno, and is, like the City of Huron, a rural, relatively small city that lacks access to broadband or high speed internet services. The City of Huron's application is for the maximum available award, because the intention is to form a joint powers authority to conduct the necessary feasibility and marketing studies throughout the entire region that is the West side of the County of Fresno which is isolated significantly from the City of Fresno and other larger cities generally on the East side of Fresno County. Our city intends to join that joint powers authority, provided the funds necessary to form it and conduct the preconstruction activities authorized under this program are awarded to the City of Huron.

Accordingly, by unanimous consent of the City Council of the City of Firebaugh we are writing to express our support and to urge CPUC to fund the LATA Grant Application submitted by the City of Huron in the full amount requested, \$500,000.

Thank you for your attention to this matter.

Sincerely,

Felipe Perez  
Mayor of City of Firebaugh

**To be retyped on City of Huron Letterhead**

Via US Mail & Email  
Felepe Perez, Mayor  
City of Firebaugh  
1655 13<sup>th</sup> Street  
Firebaugh, CA 93622  
Email: [fperez@firebaugh.org](mailto:fperez@firebaugh.org)

RE: Request for Adoption of Resolution or Letter in Support of Application by  
the City of Huron for Local Agency Technical Assistance Grant

Dear Mayor Perez:

The California Public Utilities Commission has made available through its Local Agency Technical Assistance Grant Program (LATA) funding, limited to \$500,000 per fiscal year for preconstruction expenses to facilitate the development of broadband networks within unserved communities. As a small, rural, city, Huron views it as unlikely that it will receive any meaningful funding under this grant unless the application is one for use of those funds on a region-wide basis, in this case, covering the West side of Fresno County. Huron's City Council has adopted a resolution to make such an application and fully intends to use the money, if it is awarded, to conduct the various studies and assessments needed to develop a broadband strategic plan that will provide high speed internet access to the City of Huron and other small rural communities within the West side of the County of Fresno, by forming a Joint Powers Authority for that purpose.

The City of Huron is seeking your support in this effort. Attached is a template for a resolution that can be adopted by your City Council declaring that support and urging approval of the grant application submitted by the City of Huron for the LATA funds. We would ask that you place adoption of the resolution, or, alternatively, authorization for you to issue a letter of support to the California Public Utilities Commission on a City Council agenda. A template of a letter that can be used for that purpose is also attached.

If you require any further information concerning the City's intended application, or its commitment to make expenditures of the funds if they are awarded, to conduct the necessary assessments and studies region wide, please do not hesitate to contact me.

Sincerely,

Rey León, Mayor  
City of Huron





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TO: Mayor and Council Members  
DATE: February 6, 2023  
SUBJECT: Resolution No. Master Fee Schedule

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**RECOMMENATION:**

Informational and direction from Council.

**BACKGROUND:**

The City Council established and adopted annual license fees on June 18, 1990, over 31 years ago. Staff is requesting to update the Master Fee Schedule. The current fee for business is as follows.

- a. If gross receipts (as defined by subdivision f of subsection 4-2.1) are between \$1.00 and \$50,000.00 during the fiscal year (as described in section 4-1), the business license tax for that fiscal year shall be \$50.00.
- b. If gross receipts (as defined by subdivision f of subsection 4-2.1) are between \$50,000.01 and \$100,000.00 during the fiscal year (as described in section 4-1), the business license tax for that fiscal year shall be \$100.00.
- c. If gross receipts (as defined by subdivision f of subsection 4-2.1) are greater than \$100,000.00 during the fiscal year (as described tax in for section th.at 4-1), the business license tax for that fiscal year shall be \$200.00.

**Requesting to add:**

- Application Processing Fee \$25.00
- SB 1186 State Mandated Fee for ADA Compliance and Education. Amount set by State of California, currently at \$4.00. Seventy percent (70%) of this fee will be retain by the city for "CAsp Certification and Training Fund"
- Verification of the gross receipts:

If your business is located in Firebaugh, please submit verification of the gross receipts of your business such as a copy of the income tax return for the business (i.e.: Schedule C, Form 1065, Form 865, Form 1120, Form 1120S-S Corp, Form 8825, Schedule E, profit & loss statement, financial statement, or sales tax returns) from the last completed business tax year. The city does not require a copy of the entire tax return. All documents submitted will not be returned.

If your business is located outside of Firebaugh and you conducted business in Firebaugh during your businesses last tax reporting year, please submit verification of the gross receipts of your business (i.e.: financial statement, ledger report, copies of invoices or report of invoices generated in Firebaugh) from the last completed business tax year. Be sure to report the revenue generated only in Firebaugh. All documents submitted will not be returned.

- Non-verification of gross receipts fee \$200.00

**FISCAL IMPACT:**

- Application Processing Fee – Range of \$8,000 - \$10,000
- SB 1186 – Range from \$1,000 to \$1,500

## Chapter 2. Administration

### § 2-14. PROCEDURES FOR NAMING AND RENAMING CITY FACILITIES.

#### § 2-14.1. Definitions.

[Ord. #80-2, S1A; Ord. #99-08, S1]

- a. "City facility" shall mean any real property or interest therein and improvements thereon owned and operated by the City. "City facility" shall include a street or other right-of-way or easement owned and used or operated by the City.

#### § 2-14.2. Naming and Renaming City Facilities.

[Ord. #80-1, SB; Ord. #99-08, S2]

- a. The Council shall name and rename City facilities as provided by this section **2-14**, unless the Council deems that exigent circumstances justify dispensing with the requirements of this section by resolution passed by at least four affirmative votes of the Council and containing a declaration of the facts constituting the exigent circumstances.
- b. The Council shall name or rename a City facility from any of the following categories: Deceased or living individuals, places, events, organizations, political subdivisions, functions, flora, fauna, civic names, or symbolic names. The Council shall select a name based upon such name's historical or other significance to the City.
- c. This section shall not apply to the naming or renaming of the following types of City facilities:
  1. Any City facility designated by a departmental number or letter, including but not limited to the designation of fire and pump stations, except as a supplemental name to such facility.
  2. Any facility donated to and accepted by the City, the donation of which is contingent upon assigning a specified name to the facility.
  3. Any City facility constructed or purchased from money or property donated to and accepted by the City, which money or property is donated contingent upon assigning a specified name to the facility.
  4. Any City facility owned or managed jointly by the City and any other person or public entity.

#### § 2-14.3. Guidelines Applicable to Name Selection.

The following guidelines shall apply to name selection:

- a. Unusual spellings or difficult pronunciations shall be avoided where possible.
- b. Street names shall:
  1. Not duplicate or be similar in sound or spelling.
  2. Follow existing alignments including jogs of not more than 125 in either side of the principal or existing alignment; including extensions of alignments into new subdivisions; the street name shall not follow a 90° or more turn unless the turn is a simple jag followed by a return to the original alignment.
  3. Cul-de-sacs whose length, exclusive of the turn around, is less than 50 feet shall be named the same as the main road.

# **CITY OF FIREBAUGH**



## **REQUEST FOR PROPOSALS FOR CITY ATTORNEY SERVICES**

**Date**

The City of Firebaugh ("City") is soliciting proposals from qualified legal firms interested in performing the duties and functions of the City Attorney and provide other legal services for the City matters.

### **SECTION 1: BACKGROUND**

The City of Firebaugh is governed by a five-member City Council, operating under the Council/Manager form of government and has approximately 33 full time employees. All five City Council Members are elected and serve staggered four-year terms; the Mayor shall automatically be filled, based on most seniority, measured by continuous tenure on the City Council and serves a one-year term. The City Council is responsible for passing City ordinances, resolutions, adopting the annual budget, appointing commissions and committees, and setting policy – among other things.

The City provides a wide range of services including fire, police, planning, building, public works, engineering, parks and recreation, and general administrative activities.

The City's general Fund budget for FY **202X-202X** is approximately 3.1 million, and the total of all funds is approximately 8.5 million.

### **SECTION 2: SUBMITTAL REQUIREMENTS**

Interested firms should submit six (6) copies – one (1) unbound master and five (5) duplicates of the proposal in a sealed envelope, marked on the outside, "PROPOSAL FOR CITY ATTORNEY SERVICES" to:

City Clerk's Office  
City of Firebaugh  
1133 "P" Street  
Firebaugh, CA 93622

|  |                        |
|--|------------------------|
| RFP Release Date .....                       | Thursday, <b>Date</b>  |
| Deadline to Submit Questions .....           | Thursday, <b>Date</b>  |
| City's Response to Submitted Questions ..... | Wednesday, <b>Date</b> |
| Proposal Submission Deadline .....           | Thursday, <b>Date</b>  |
| Evaluation of Proposals .....                | <b>Date</b>            |

Proposals may be filed in person at Firebaugh City Hall, at the above address, or by mail. Proposals submission **deadline is Thursday, Date by 4:00 p.m. Late proposals will not be accepted.** Early responses are acceptable; proposals will not be opened prior to the submittal deadline. Faxed or emailed proposals will not be accepted. Postmarks prior to the deadline are not sufficient for acceptance. The City will not be responsible for any errors or omissions in the proposals or for any delays in delivery.

The City reserves the right to reject any or all proposals, to request additional information concerning any proposal for purpose of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interest of the City, as determined by the City. This solicitation does not obligate the City to enter into an agreement with any proposer. The City reserves the right to cancel this Request for Proposals (RFP) at any time, at its discretion. Proposals become the property of the City and information therein shall become public property subject to disclosure laws after a Notice of Intent to Award. The City reserves the right to make use of any information or ideas contained in submitted proposals.

The City is not liable for any cost or expense incurred in the preparation of a response to this RFP and may modify or cancel this solicitation at any time.

The City Attorney will be an independent contractor. All persons employed by a firm in accordance with a contract resulting from this RFP will be employees of the firm and not the City.

### **SECTION 3: SCOPE OF SERVICES**

The scope of services is to provide the full range of City Attorney services. The scope of services shall include, but not be limited to, the following:

1. Represent and advise the City Council and all City officers in all matters of law pertaining to their office. Give advice or opinion on the legality of all matters under consideration by the City Council or by any of the boards and commissions or officers of the City.
2. Act as legal counsel to agencies the City Council serves as governing body to, including the Successor Agency to the Firebaugh Redevelopment Agency and Firebaugh Public Financing Authority.
3. Attend and represent the City's legal interests at all City Council meetings (including Closed Sessions and Council Workshops). Attend Planning Commission and other meetings of other Commissions Committees on an as needed basis specified by the City.
  - a. Regular City Council meetings are held on the first and third Monday of each month at 6:00 p.m. closed sessions are typically held at the end of the Regular City Council meetings.
4. Provide legal opinions, advice, assistance and consultation to the City Council, City Manager and City staff on related matters to municipal law issues. Including, but not limited to, the Brown Act, contracts, planning and land use, Proposition 218 rate setting, law enforcement, labor and personnel, utility issues, commercial cannabis and medical cannabis law, recycle water, water rights, LAFCO, public works and construction law including bidding, property acquisitions including condemnation, environmental review and compliance, hazardous waste, solid waste, franchises, elections, public records, public meetings, conflicts of interest, parliamentary procedures, tort claims and insurance defense, special districts, annexations, ground water sustainability, constitutional law including civil rights, public finance, land use, environmental law/CEQA, public improvements/capital projects, code enforcement, pending and current state and federal legislation and court decisions, and related areas of law. Former Redevelopment Agency dissolution and other matters as directed.
5. Provide training and/or advice to the City Council, appointed Commissioners and City staff related to the Brown Act, AB 1234, conflict interest, and other legal requirements imposed by statute.
6. Review, approve and/or prepare ordinances, resolutions, staff reports, contracts, deeds, leases, and other legal documents required by the City.
7. Approve the form of all contracts made by and between the City of Firebaugh and all bonds given to the City, endorsing it.
8. Prepare legal opinions for the City departments, the City Council, boards and commissions.

9. Provide written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance.
10. Coordinate and manage the services and costs of all outside legal counsel.
11. Perform such other legal duties as may be required by the City Council as may be necessary to complete the performance of the functions mentioned above.

#### **SECTION 4: REQUEST INFORMATION**

1. Letter of Transmittal: include a brief introduction and history of your firm. Also, include your understanding and proven work history of the work to be performed. In addition, state why you believe that your firm is the best qualified to perform the services requested.
2. Describe your firm's qualifications for providing City legal services. Include in your response:
  - a) The overall capabilities, qualifications, training, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City, including but not limited to:
    - Name of individual(s) with resume(s);
    - Length of employment with firm;
    - Specialization;
    - Legal training;
    - Years of practice;
    - Municipal or other local public sector experience;
    - Knowledge of, and experience with California Municipal Law;
    - Knowledge and practice of law relating to land use and planning, CEQA, NEPA, general plans, real estate, environmental issues, hazardous waste and other related law;
    - Experience in the area of personnel, workers' compensation, general liability and employee relations;
    - Experience in the area of contracts and franchises;
    - Experience in the area of Commercial Cannabis and Medical Cannabis
    - Experience in the preparation and review of ordinances and resolutions;
    - Experience in the area of the Public Records Act, the Brown Act, and the Elections code;
    - If the firm, or any of the attorneys employed by the firm, have ever been successfully sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, provide information on the nature of the incident, the dates on which the matter began and concluded, and the results of the situation.
  - a) Specify the individual that you propose for appointment as City Attorney.
  - b) Specify the individual(s), if any, that you would propose as Assistant or Deputy City Attorney and/or who would be designated as competent, substitute/backup legal representation for the city, in the event of the absence or unavailability of the City Attorney.

- c) Specify intended office location and accessibility to the City's needs.
  - d) Describe systems/mechanisms that would be established to ensure timely responses to City Council and City staff.
  - e) Describe the response time we can expect from the City Attorney to inquiries made by the City Council/City Manager.
  - f) Describe systems/mechanisms that would be established for monthly reporting of status of projects, requests, and litigation.
  - g) List all public clients for whom your firm currently provides services under a fee for services basis or on a retainer basis. Indicate the services provided (e.g., City Attorney services, special legal expertise in specific disciplines, etc.). Identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.
  - h) Identify all situations in the last five years in which you have been adverse to public entities, in either litigation or administrative matters.
  - i) Identify the types of in-service training (such as ethics and AB1234, commission roles and responsibilities, how to conduct performance evaluations, harassment, etc.) your firm is capable of providing to municipalities – identifying which are subject to additional costs to the city and which are not subject to additional costs.
3. Additionally, please describe your firm's qualifications for providing the following specific legal services.
- a) Clearly describe your range of experience with project negotiation, eminent domain issues, and the drafting and implementation of agreements and contracts (i.e., lease, purchase, Owner Participation and Disposition and Development Agreements) and litigation.
  - b) Please describe your experience in development, and variety of projects and the promotion of low and moderate-income housing.
  - c) Please describe your experience in labor negotiations.
  - d) Describe how you would structure the working relationship between the Council, City Manager, Department Heads, and other members of staff.
4. It is anticipated that the city will expect the selected firm to provide a system wherein "general" services are provided under a fixed monthly retainer and any additional "special" services are billed at pre-negotiated hourly rate. Please address the following:
- a) Please give your definition of "general" legal services. Would all general services be included in your monthly retainer?
  - b) Please define any "extra" services such as litigation and describe if such services are to be billed at a different hourly rate or basis.

- c) Please give your definition of "special" legal services. How are they differentiated from general legal services and would any special services be included in your retainer? If so, please identify them.
- d) How would your firm aid the City to remain within its adopted budget for its legal services?
- e) Define the type and unit rates for reimbursement of expenses, for example, rate for mileage, reproduction of documents or word processing charges, unit costs for telephone costs, etc.
- f) Please provide the following:

Monthly Retainer: \$

Services included in monthly retainer (include estimated weekly office hours on site in Firebaugh):

Hourly rates for services not included in retainer: \$/hr.

- 5. List of municipal references.

## **SECTION 5: EVALUATION AND SELECTION PROCESS**

The City Manager and City Council will determine the process, by which the proposals are to be reviewed. The following factors will be important in the selection process:

- a) Responsiveness to the information requested in the RFP; and
- b) Understanding of the scope of services required; and
- c) Proposed solutions to the specific legal needs of the City of Firebaugh; and
- d) Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations; and
- e) Range and quality of services provided by the firm; and
- f) Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and to operate in an effective and efficient manner; and
- g) Cost of services.

The top-ranked firms may be requested to attend a meeting with the City Council for an interview.

The interviews will allow the designated firms an opportunity to answer any questions the Council may have regarding their proposals. Participation in the interviews will be at no cost to the City. The City Council will make the final determination of the successful firm.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposing firms, or to allow corrections of errors or omissions. The City reserves the right to verify any information contained in proposals, including



references, resumes, etc. The City reserves the right to investigate and research proposals, including facts and opinions that could be helpful in evaluating the capabilities of firms, whether or not they were specifically included in the proposals.

## **SECTION 6: CONTRACT**

Award of contract will be to the proposer whose proposal best complies with all of the requirements of the RFP documents, and which provides the best solution for the needs of the City of Firebaugh.

The successful firm shall prepare a Contract with the City for City Attorney Legal Services, for possibly execution between both parties, upon final review of the City. The Contract will include the requirements of this RFP, as well as other requirements to be determined. The City reserves the right to negotiate the price, terms, and scope of services with the proposer, prior to entering into an agreement. The agreement will contain provisions requiring the selected law firm to indemnify the City and provide that the City Attorney is an independent contractor serving at the will of the City Council. Provisions will also be included in the Contract allowing the City Council to determine the agreement, at its sole and entire discretion, upon the provision of notice.

Insurance. Proposers are required to provide with their proposal, certificates of insurance verifying coverage as follows:

### **Disputes Relating to Proposal Process**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the City Manager within ten (10) calendar days of the date of the recommendation award or denial letter.

Grounds for an appeal is that the City failed to follow the selection procedures and adhere to requirements specified in this RFP or an addendum or amendments thereto; there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The City will consider only those specific issues addressed in the written appeal.

The City Manager shall consider any matter appealed during a scheduled hearing, within thirty (30) days of receipt. The decision of the City Manager shall be final with respect to the matters of fact.

All disputes and/or appeals must be submitted to:

City Manager  
City of Firebaugh  
1133 P Street  
Firebaugh, CA 93622

## **INDEMNITY**

When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, the Consultant shall indemnify, protect, defend, and hold harmless Agency and all of its officials, employees and agents from and against any all losses. Including, liabilities, damages, costs, and expenses, along with legal counsel's fees and costs to the extent same are caused in whole or in part by any claims arising out of the Consultant's activities or operations for the City.

## **INSURANCE**

### **General Liability**

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorse using Insurance Services Office forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

### **Automobile Liability**

Contractor shall maintain automobile insurance, at least as broad as Insurance Services Office form CA 00 0, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under the agreement. Including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limited for each accident.

### **Professional Liability**

Consultant shall maintain professional liability insurance that ensures professional errors and omission that may be made in performing the services to be rendered in connection with the agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of the agreement, and consultant agrees to maintain continuous coverage through a period no less than three years completion of the services required by the agreement.

### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### **Waiver of Subrogation**

Contractor hereby grants to Entity a waiver of any right to subrogation, which any insurer of said Contractor may require against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### **Acceptability of Insurers**

Insurers are to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

### **Business License**

The professional services provider shall obtain a valid, current City of Firebaugh Business License on or before commencement of work.



## STAFF REPORT

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**TO:** City Council  
**FROM:** Ben Gallegos, City Manager  
**DATE:** 2/6/23  
**SUBJECT:** Staff Report

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### **Meeting Attended:**

1. Solar Project Planning for the New Police, Fire and VFW.
2. CDBG and CDBG-CV Grant Opportunities.
3. Habitat Meeting.
4. Firebaugh/ Las Deltas Hud Tank.
5. SSJUD City Manager Luncheon.
6. Wastewater Treatment Plant Pre-Bid Meeting.
7. PAC Meeting.
8. CalRecycle Meeting.
9. Broadband Infrastructure West Cities.
10. Upper San Joaquin Levee.
11. Federal Safety Funding Opportunities Webinar.
12. American Heart Association.

### **Planning Commission:**

We will be advertising for new planning commissioners due to two vacancies.

### **Fire Department:**

We advertise in the Fresno Bee for new Fire Chief.

### **Public Work Department:**

We advertise for a new Water Operator and Utility Maintenance Work.



## ***City of Firebaugh Public Works Department Staff Report***

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**To:** Mayor Felipe Perez and City Council Members  
**From:** Michael Molina, Public Works Director  
**Date:** February 6, 2023 - Council Meeting

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### **Water/Wastewater**

The operation department has been working on the following:

1. Day to day operations of treatment plants.
2. Continue maintenance on wells at both water sites.
3. Installed storm drain pump on M St.

### **Streets**

The Street Department has been working on the following:

1. The PW crew continue performed pothole repair.
2. Clean and maintained storm drains and pumps.
3. Weed and trash abatement in the alleys.

### **Parks**

The Crew has been working on the following:

1. Weed control and maintenance at the parks and various spots around town.
2. Day to day maintenance of the parks.
3. Installing new tables and BBQ pits at Maldonado Park and Rodeo grounds park.

### **City Projects:**

1. Emmett's Excavation, Inc. has begun waterline replacement on Zozaya.
2. Kroeker Inc. started concrete work on the 8<sup>th</sup> street alley project.
3. Assisted Toma-Tek with water line repair.

**NOTE:** I will be on vacation February 10-20. I will be available by phone if you need anything.

# STAFF MEMORANDUM

**DATE:** FEBRUARY 01, 2023  
**TO:** CITY COUNCIL  
**FROM:** JOHN G. BORBOA, FIRE CHIEF  
**SUBJECT:** DECEMBER 2022 DEPARTMENT STATISTICS

## CITY OF FIREBAUGH

| EMS | VEH. ACCIDENT | FIRE | FALSE | HAZARDOUS | SPECIAL DETAIL |
|-----|---------------|------|-------|-----------|----------------|
| 26  | 2             | 2    | 2     | 2         | 1              |

## FRESNO COUNTY/CAL FIRE

|   |   |   |
|---|---|---|
| 1 | 2 | 3 |
|---|---|---|

## MADERA COUNTY/CAL FIRE

|   |   |   |
|---|---|---|
| 3 | 1 | 2 |
|---|---|---|

|                                      |           |
|--------------------------------------|-----------|
| <b>TOTAL INCIDENTS DECEMBER 2022</b> | <b>47</b> |
|--------------------------------------|-----------|

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| <b>TOTAL COMBINED MANHOURS CONTRIBUTED BY<br/>MEMBERSHIP FOR TRAINING/RESERVE SLEEPER<br/>(DOES NOT INCLUDE INCIDENT MANHOURS)</b> | <b>147</b> |
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# Firebaugh High students are first responders in "Every 15 Minutes"

BY DAVID BORBOA  
Westside Express

During the recent "Every 15 minutes" program at Firebaugh High School, which vividly simulates a serious DUI-related car crash, Firebaugh High students not only participated as "victims", but also as first responders.

Several members of the Firebaugh Volunteer Fire Department's Cadet Program responded to the wreck. According to Firebaugh Fire Chief John Borboa, the cadet-first responders treated victims with simulated injuries, extricated a victim from a damaged car by completely removing the car's roof with hydraulic equipment, and assisted ambulance personnel in loading one victim with simulated major injuries to a Skylife helicopter.

It is all part of Firebaugh's highly successful program that has been in place for 25 years, Borboa said.

The current roster of cadets lists five high school students plus two more who graduated last June. They range in age from 14 to 18 years old. Once in a while, Borboa will allow cadets as young as 13-years-old, "depending on my perception of their maturity."

The students train with the regular members of the department in Firefighter 1 curriculum and First Responder First Aid and EMT



Firebaugh Fire Department cadets gather after the recent "Every 15 Minutes" exercise. Pictured are, from left, Colton Diedrich, Corbin Diedrich, Danny Pacini, Bryan Lowry, Josh Navarro, Anthony Paredes, and Angel Medina.

skills. The kids also receive additional training every Saturday evening and must complete two sleeper shifts per month at the fire station.

"The high school students must also maintain a "C" average in school, which is checked with the school every semester," said Borboa.

Hector Marin, an 18-year veteran of the department,

assists Borboa in the cadet training. He explained that his main goal is to train and keep the volunteer department's legacy going for many years to come.

"The kids in our program have responded very well to our training and develop skills that they have used to save lives and property in our community," said

Marin.

And unfortunately, he received first-hand knowledge of how well the training has paid off. Last month, a drunk driver rear-ended his pickup in Firebaugh with his young son on board, just a couple of hours after finishing Saturday evening training.

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Firebaugh Fire Department Cadets and their supervisor use hydraulic tools to remove the roof of a heavily damaged vehicle.

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"Their performance was a great feeling to see that all the hard training the cadets have gone through has worked," said Marin.

He added that it is also gratifying to some of the cadets have moved on to make firefighting/rescue a full-time career.

In that respect, the program can definitely be called a success, since several

members have moved on to full time jobs. They include: Firefighter/Paramedic - City of Vacaville Fire Department, Firefighter/Captain - Cal Fire, Paramedic Shift Supervisor - American Ambulance, EMT - City

of Selma Ambulance Service, Firefighter/Engineer - North Central Fire Protection District, Paramedic - Ambulance Service in Texas. Seven of the current members also came through the Cadet program.