

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 24/03-04

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: March 4, 2024/5:00 p.m.

CALL TO ORDER

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

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

PUBLIC COMMENT

Any person or persons wishing to address the City Council on any matter that is not on the agenda may do so at this time. Individuals must limit their comments to three minutes. Issues raised during Public Comments are informational only and the Council cannot take action at this time. All comments should be directed at the Mayor and not at individual Councilmembers or staff members.

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 February 5, 2024.

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

January 2023	General Warrants	#45378 - #45514	\$ 943,285.89
	Payroll Warrants	#72191 - #72212	\$ 235,285.48
	TOTAL		\$ 1,178,571.37

PUBLIC HEARING

3. ORDINANCE NO. 24-01 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING SECTION 2-2.10 OF THE FIREBAUGH MUNICIPAL CODE RELATING TO SALRIES OF COUNCILMEMBERS – SECOND READING.

Recommended Action: Council receives public comment & approves Ord. 24-01.

4. RESOLUTION NO. 24-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ESTABLISHING RATE INCREASES FOR WATER SERVICES.

Recommended Action: Council receives public comment & approves Res. No. 24-09.

NEW BUSINESS

5. RESOLUTION NO. 24-07 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE FIRST AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FIREBAUGH GROUNDWATER SUSTAINABILITY AGENCY AND THE SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GROUNDWATER SUSTAINABILITY AGENCY WITH RESPECT TO IMPLEMENTATION OF THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT IN A PORTION OF THE DELTA-MENDOTA SUBBASIN.

Recommended Action: Council receives public comment & approves Res. No. 24-07.

6. THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE MEMORANDUM OF AGREEMENT AMONG THE DELTA-MENDOTA SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES.

Recommended Action: Council receives public comment & approves MOU.

7. THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) DEVELOPMENT OF A SINGLE GROUNDWATER SUSTAINABILITY PLAN FOR THE DELTA-MENDOTA SUBBASIN SPECIAL PROJECT AGREEMENT.

Recommended Action: Council receives public comment & approves SGMA agreement.

8. RESOLUTION NO. 24-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A COST SHARING AGREEMENT BETWEEN THE STATE DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE CITY OF FIREBAUGH RELATED TO ELECTRICAL FACILITIES ALONG STATE ROUTE 33.

Recommended Action: Council receives public comment & approves Res. No. 24-08.

9. FIREBAUGH POLICE DEPARTMENT 2022 ANNUAL REPORT.

Recommended Action: Informational.

10. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS DIAZ STREET.

Recommended Action: Informational.

11. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER AN ADDITIONAL CITY REPRESENTATIVE TO ATTEND THE INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) CONVENTION IN LAS VEGAS, NV, MAY 19th THRU MAY 21st, 2024.

Recommended Action: Council receives public comment & takes action.

12. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER THE TIME CHANGE OF THE CITY COUNCIL MEETINGS.

Recommended Action: City Council receives comments and takes action.

STAFF REPORTS – *Written enclosed in agenda packet.*

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

13. Government Code Sec.54957 - Public Employee Evaluation; City Manager.
14. Government Code Sec. 54956.9(d)(2)- Conference With legal Counsel - Anticipated Litigation - 1 Case.

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, March 1, 2024, at 5:00 p.m. by Rita Lozano Deputy City Clerk.

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 24-02-05

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622

Date/Time: February 5, 2024/6:00 p.m.

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

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

ABSENT

OTHERS: City Attorney Christina Di Filippo; City Manager, Ben Gallegos, Deputy City Clerk, Rita Lozano; Finance Director, Pio Martin; Public Works Director, Michael Molina; Police Chief, Sal Raygoza; Battalion Chief, Hector Marin, City Clerk, Amanda Fleming, City Engineer, Mario Gouveia & others.

PLEDGE OF ALLEGIANCE Council Member Jenkins led pledge of Allegiance.

APPROVAL OF THE AGENDA

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

PRESENTATION

- Millie of Mid Valley presented FIREBAUGH-RECYCLER OF THE YEAR AWARD to Paganucci Hotel.
- Proclamation presented to Melanie Rios Camacho's family; family thanked everyone for their support.
- Marjaree Mason Center - Teen Dating Violence Proclamation and provide a brief explanation of services offered to teenagers, the center educates over 300,000 students per year, including educating the parents and community on how to support the youth, please take the time to look at our dashboard, on the center website, there's a teenage violence guide available that can help parents to see what they should be looking out for, digital abuse is a current concern, provides a 24/7 hotline, if the city could possibly provide a link on the city website, there are over 200 cases of minors according to the data base that are effected.

PUBLIC COMMENT

J. Fleming, we (Ag Industrial) have been here for about 35 years, I got a little bit of education regarding the license (business) that our fees are going to go up, more than double for a lot of our businesses here in town. It seems like you guys (council) are catering more to people/ businesses from out of county that want to come in, like the pot place (Element 7) over there. They just got some kind of exempt, another person that sells ice cream came to council and complained three times, so now his taxes have dropped but mine are going up. I don't remember getting any kind of notice or anything saying we're going to be smacked quite a bit, so I'm here to see what's going on. I have to pay my property tax, my light, PG&E, water, and every other thing like that and all of a sudden, I'm getting welled with others things that you guys (city) need, but you guys are waiving other stuff. I bet all the other restaurants don't know what you guys are planning on doing, but I'll let them know, I'll go to all of the businesses to let them know, so I won't be the only one complaining. The farmers are hurting, guess what, we are hurting too. It doesn't help for some of us to pay more, if others are getting a free ride or free(er) ride. Amanda Fleming stated, "I don't agree with the fees being increased from \$200 to \$475 with the new proposed rates for Ag Industrial, rates become effect on July 1, so maybe there's still time for discussion, I don't know. In discussion with the Firebaugh Supermarket their PG&E bill is \$14,000, so businesses are paying more and more for everything, just like everyone else, but for businesses it's even more. The other concern is Amazon, Amazon comes to everyone's door, so people are going into business less and less because you can get a better price on Amazon. So, if the city wants to continue to receive taxes, you have to kind of make things fair. I've been keeping a close eye on our homeless population., I've befriended an individual that informs me, we have 11 people living under the bridge, going across to Madera County. Had an individual enter our business, asking for a

luggage, he just landed in Firebaugh. They're people walking in town looking around, you can tell they are new in town. The days of ignoring that, needs to end very soon, and we need to get a hold of it very soon." Charles Fleming, been thing about the business license and proposed rates, maybe you should leave it, give people that donate to the community their old rates back, not sure how much we spent on the Police Officers, they need uniforms and things like that, but as long as the business gets a receipt showing their donation to the community. I think, we spent over \$2,000 for police officers for uniforms, because that's not all we do, we donate to FFA, people that are raising funds for their kids baseball stuff, sports, people that are fund raising for funerals, as long as businesses are giving back to the community, I don't see why that can't get a break, because the money is going to be spent anyways. That's a happy compromise, businesses that don't do anything for the community charge them the new rate. Fernando Campa," On December 23, 2023, I submitted a formal request for an agenda item to discuss the education outlined in our FY2023 MOU, regrettably, I received an email indicating upon review of my request, and upon consultation with the City Attorney, my request was denied due to the grounds that the city council has no jurisdiction over the matter. It's important to know that I diligently sought approval from the City Manager since March 2023. Diligently submitting all necessary documents, my union representative and I engaged in several meetings with the City Manager, during which he informed us that the Council voted not to accept my request. I generally appreciate the Council's vision for supporting the employees' endeavors to future their education, the vision played a pivotal role in my decision to go back to school and pursue a bachelor's degree in criminal justice. However, I find myself seeking clarification, as there appears to be a discrepancy between the reasons initially provided for denying my request and the information received by the City Manager during these meetings. Your insight and guidance in this matter would be invaluable, Thank you for your time and attention to this concern."

CONSENT CALENDAR

1. **APPROVAL OF MINUTES – The City Council regular meeting on December 18, 2023.**
2. **APPROVAL OF MINUTES – The City Council special meeting on January 4, 2024.**
3. **WARRANT REGISTER – Period starting December 1 and ending on December 31, 2023.**

December 2023	General Warrants	#45225 - #45377	\$ 653,563.20
	Payroll Warrants	#72179 - #72190	\$ 108,594.16
	TOTAL		\$ 762,157.36

Motion to approve consent calendar items 1 & 2 by Council Member Valdez, second Council Member Perez; motion passed by 5-0 vote.

Council Member Jenkins requested information and details about the following checks: #45251, #45315 & #45338.

- *Check #45251 - PG&E listed address-1971 N St., Staff replied, "PG&E listed this address for location of HUD Tank, city was required to pay \$3000 to upgrade the project."*
- *Check #45315 – Amazon Capital Services – COVID Test Purchases, staff stated the city no longer receives free COVID Test, they are purchased through Amazon to have available to test employees when needed. Council Member Jenkins asked staff to contact the school to see if they can provide any extra tests they can spare.*
- *Check #45338 – PG&E regarding Toma Tek – staff replied, Toma Tek is required to pay, there's a meter for pond #10A & 10B, the city pays PG&E, then city bills Toma Tek for reimbursement.*

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

PUBLIC HEARING

4. **ORDINANCE NO. 23-02 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING SECTION 4-2.6.1 OF THE FIREBAUGH MUNICIPAL CODE RELATING TO ITINERANT BUSINESSES – SECOND READING.**

City Attorney reported, "This ordinance changes the definition of how the city charges for Itinerant Business License, the ordinance will state the rate shall be set per resolution, the resolution has already been passed. There will be fees set for local and non-location itinerant businesses.

Public Hearing open at 5:39 pm – Ramiro Ramirez reported Firebaugh isn't the only one addressing business license fees, I've been watching the news, other cities are discussing this matter too, but I've done my do diligence, I've approached the council with my concerns and request to reduce the Itinerant the fees. Hopefully, you continue with the

fee of \$500 for local itinerant businesses license, as proposed. Amande Fleming stated, "I just want council to know, that this is one of the areas I'm very pleased to see you are willing to work with Ramiro and different businesses, and in hopes the you will also be able to see the other side and do that and find other ways when it comes to Element 7, I don't' their distribution fees should have been waived." - close hearing at 5:41 pm.

Motion to accept Ord. No. 23-02, by Council Member Jenkins, second Council Member Valdez; motion passed by 5-0 vote.

5. ORDINANCE NO. 24-01 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING SECTION 2-2.10 OF THE FIREBAUGH MUNICIPAL CODE RELATING TO SALRIES OF COUNCILMEMBERS – FIRST READING.

Public Hearing opens at 5:43 pm – resident inquired if each Council Member will receive the \$950 per month and when will it become effective? Staff replied, "Yes, each Council Member, effective after the next November General Election."

Motion to waive the first reading of Ord. No. 24-01 by Council Member Valdez, second Council Member Perez; motion passed by 5-0 vote.

NEW BUSINESS

6. RESOLUTION NO. 24-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING LEASE AGREEMENT OF THE WASTEWATER TREATMENT PLANT, APN'S 007-100-22, 007-100-26 AND 077-100-25 WITH THE NEIL JONES FOOD COMPANY, DBA TOMATEK.

Motion to accept Res. No. 24-02, with clarification of Reclamation pond sites 1,2,3,4, upper4, 5,6,and 7 – stormwater and ponds 10A & 10B only by Council Member Valdez, second Council Member Perez; motion passed by 5-0 vote.

7. RESOLUTION NO. 24-03 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING BID AND AWARDDING A CONTRACT TO HARRIS DEVELOPMENT CORP. DBA HBC ENTERPRISES FOR THE DUNKLE PARK BASKETBALL COURT REHABILITATION PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

Motion to accept Res. No. 24-03 – Harris Development Corp. with recommendation of adding soccer and four-square marking on the court, if possible, by Council Member Valdez, second Council Member Perez; motion passed by 5-0 vote.

8. RESOLUTION NO. 24-04 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023 FUNDING YEAR OF THE STATE CDBG PROGRAM.

Motion to accept Res. No. 24-04 by Council Member Valdez, second Council Member Perez; motion passed by 5-0 vote.

9. RESOLUTION NO. 24-05 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING BID AND AWARDDING A CONTRACT TO UNITED PAVEMENT MAINTENANCE FOR THE Q STREET AND 7TH STREET WATERLINE PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

Motion to accept Res. No. 24-05 by Council Member Valdez, second Council Member Perez; motion passed by 5-0 vote.

10. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND DISCUSS VARIOUS PROPOSED PROJECTS AND THE BUDGET FOR THE PROPOSED PROJECTS.

Informational items only.

STAFF REPORTS

- **Police Chief Sal Raygoza** – cost of K-9 and the benefits- next agenda.
- **Battalion Chief, Hector Marin** – will have training future down the road.
- **Public Works Director, Michael Molina** – Council asked for an update on the streetlights. Light bulbs are outdated but are being ordered. Martha thanked the department for replacing the light near Housing Authority.
- **City Manager, Ben Gallegos** – going after grant funds, Council Member Renteria sent her apologies for not being able to attend luncheon and serving, and asked if anyone can attend to serve staff at the luncheon. Every year each department has their own Christmas lunch separately, so City Hall will be closed at 1:30 pm on Thursday, Dec. 21st.
- **Finance Director, Pio Martin** – nothing to report.
- **City Engineer, Mario Gouveia** – nothing to report.
- **City Attorney, Christina Di Filippo** – nothing to report.
- **Deputy City Clerk, Rita Lozano** –Form 700 are due April 1, 2024, email agenda items for next meeting to me.
- **Council Member Renteria** – Attended League of Cities, Public Records request were a big issue and very time consuming of staff's time, which has caused a major concern.
- **City Clerk – Amanda Fleming** – wished everyone a Merry Christmas, stated, “I know I come off strong but just passionate.”
- **Council Member Valdez** – stated he's disappointed, Council's vision is to support education, we encouraged Ben to go back to school, requested a close session for the next council meeting.
- **Council Member Perez** – Thanked everyone, working with group, estimated 100,000-acre solar farm project, non-profit and communities will be affected by it, so a group will try to fight the corporation, it's located by HWY 33 and Manning Ave, through Westlands Water District.
- **Council Member, Jenkins** – Thanked everyone for coming, great staff reports, apologized for earlier outburst.
- **City Clerk Fleming** – doesn't know if the city has anything to do with low income and housing, there's a housing crisis in Firebaugh, asked is there anything the city can do with giving priority to Firebaugh residents instead of open market.
- **Council Member Lopez** – attended COG meetings, city has asked for a passing lane in the past to help with traffic, there's one from Mendota to Kerman, second member- Valley Air Pollution.

CLOSED SESSION

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

- ❖ *Motion to adjourn@ 6:37 pm by Council Member Jenkins, second by Council Member Valdez, motion passes by a 5-0 vote.*



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: _____ **March 04, 2024**

SUBJECT: Warrant Register Dated: January 1, 2024 – January 31, 2024

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, 2024 – JANUARY 31, 2024

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	# 45378 – #45514	\$ <u>943,285.89</u>
PAYROLL WARRANTS.....	# 72191 – #72212	\$ <u>235,285.48</u>

TOTAL WARRANTS..... \$ **1,178,571.37**

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
45346	1/10/2024	ANGEL ARMOR	\$ (3,335.44)	Ck# 045346 Reversed
45378	1/2/2024	U.S. POSTMASTER	\$ 231.21	LATE NOTICES JANUARY 2024
45379	1/3/2024	AT&T MOBILITY	\$ 648.49	PD INTERNET & CELL PHONE
			\$ 865.08	CITY HALL/COUNCIL CELL
		Check Total:	\$ 1,513.57	
45380	1/3/2024	COMCAST BUSINESS	\$ 243.57	FIRE DEPT INTERNET
45381	1/3/2024	PACIFIC GAS & ELECTRIC	\$ 42,061.44	ALL DEPTS #7355932148-1
			\$ 2,134.34	FIRE DEPT #3247232548-2
		Check Total:	\$ 44,195.78	
45382	1/3/2024	JUAN SANCHEZ	\$ 300.00	A/F HALL CLEANING DEPOSIT
45383	1/3/2024	SPARKLETTS	\$ 307.15	ALL DEPTS WATER SERVICE
45384	1/3/2024	UNIFIRST CORPORATION	\$ 50.59	SENIOR CENTER
			\$ 127.00	SHOP
			\$ 29.54	COMMUNITY CENTER
			\$ 22.87	CITY HALL
			\$ 50.59	SENIOR CENTER
			\$ 169.10	SHOP
			\$ 28.20	COMMUNITY CENTER
			\$ 22.87	CITY HALL
			\$ 50.59	SENIOR CENTER
			\$ 170.09	SHOP
			\$ 29.54	COMMUNITY CENTER
			\$ 22.87	CITY HALL
			\$ 50.59	SENIOR CENTER
			\$ 133.15	SHOP
			\$ 29.54	COMMUNITY CENTER
			\$ 22.87	CITY HALL
			\$ 50.59	SENIOR CENTER
			\$ 131.17	SHOP
			\$ 28.20	COMMUNITY CENTER
			\$ 22.87	CITY HALL
			\$ 50.59	SENIOR CENTER
			\$ 130.18	SHOP
			\$ 36.20	COMMUNITY CENTER
			\$ 22.87	CITY HALL

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
45384	1/3/2024	UNIFIRST CORPORATION	\$ 50.59	SENIOR CENTER
			\$ 166.37	SHOP
			\$ 28.20	COMMUNITY CENTER
			\$ 22.87	CITY HALL
			\$ 50.59	SENIOR CENTER
			\$ 129.51	SHOP
			\$ 33.54	COMMUNITY CENTER
			\$ 22.87	CITY HALL
			\$ 50.59	SENIOR CENTER
			\$ 129.51	SHOP
			\$ 28.20	COMMUNITY CENTER
			\$ 22.87	CITY HALL
		Check Total:	\$ 2,218.38	
45385	1/3/2024	U.S. POSTMASTER	\$ 1,111.32	UTILITY BILLING JANUARY 2
45386	1/3/2024	BRIAN ANTHONY CARROLL	\$ 27.80	MQ CUSTOMER REFUND
45387	1/3/2024	MUARICE LEDFORD	\$ 28.21	MQ CUSTOMER REFUND
45388	1/3/2024	JAVIER MARQUEZ	\$ 15.15	MQ CUSTOMER REFUND
45389	1/3/2024	JUAN ANTONIO NAVARRO GA	\$ 50.67	MQ CUSTOMER REFUND
45390	1/3/2024	VERONICA RAMOS	\$ 60.51	MQ CUSTOMER REFUND
45391	1/4/2024	CITY OF FIREBAUGH	\$ 64,135.66	ME CHECK DECEMBER 2023
45392	1/5/2024	ALERT-O-LITE, INC.	\$ 292.33	ASPHALT PATCH
			\$ 72.58	SHOVEL/MATTOCK
		Check Total:	\$ 364.91	
45393	1/5/2024	JULIO BARRIOS	\$ 300.00	HEALTH INSURANCE STIPEND
45394	1/5/2024	FERNANDO CAMPA	\$ 300.00	HEALTH INSURANCE STIPEND
45395	1/5/2024	FRESNO COUNTY TREASURER	\$ 162.52	ACCESS FEES NOVEMBER 2023
45396	1/5/2024	GUTHRIE PETROLEUM, INC.	\$ 1,296.40	BULK GASOLINE UNLEADED
			\$ 1,316.79	BULK UNLEADED GASOLINE
			\$ 1,815.58	BULK UNLEADED GASOLINE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45396	1/5/2024	GUTHRIE PETROLEUM, INC.	\$ 1,336.75	BULK UNLEADED GASOLINE
Check Total:			\$ 5,765.52	
45397	1/5/2024	BRADY JENKINS	\$ 315.00	MONTHLY SALARY ATTENDANCE
45398	1/5/2024	RODDY A. LAKE	\$ 335.67	POLICE MEDICAL RETIREE
45399	1/5/2024	SAMPSON LEE	\$ 300.00	HEALTH INSURANCE STIPEND
45400	1/5/2024	RACHEL LOPEZ	\$ 350.00	HEALTH INSURANCE STIPEND
45401	1/5/2024	LOZANO SMITH ATTORNEYS .	\$ 173.32	PROFESSIONAL SERVICES OCT
45402	1/5/2024	SALVADOR RAYGOZA	\$ 350.00	HEALTH INSURANCE STIPEND
45403	1/5/2024	SILVIA RENTERIA	\$ 315.00	MONTHLY SALARY ATTENDANCE
45404	1/5/2024	JACQUELINE TABARES	\$ 300.00	HEALTH INSURANCE STIPEND
45405	1/5/2024	ALFRED VALDEZ	\$ 315.00	MONTHLY SALARY ATTENDANCE
45406	1/5/2024	ALBERTO VERDUZCO	\$ 300.00	HEALTH INSURANCE STIPEND
45407	1/5/2024	ACE TROPHY SHOP	\$ 129.57	AWARD
45408	1/5/2024	AVID WATER	\$ 11.53	COMPRESSION COUPLING PVC
			\$ 20.41	NIPPLE/COUPLING/CAP
			\$ 116.04	HYDRAULIC WATER STOP
			\$ 32.11	HOSE CLAMP
			\$ 42.06	GOPHERHAWK TRAPPING SET
			\$ 3.10	GASKET RING
			\$ 13.72	BOLT/GASKET/FLAT WASHER
			\$ 25.60	PIPE/MALE ADAPTER/TEE
Check Total:			\$ 264.57	
45409	1/5/2024	A.M. PECHE & ASSOCIATES L	\$ 3,256.67	FIREBAUGH RD/SUCCESSOR AG
45410	1/5/2024	ARDENT GENERAL INC.	\$ 151,096.21	FIREBAUGH POLICE STATION
45411	1/5/2024	AT&T	\$ 938.30	ALL DEPT INTERNET AND TEL
45412	1/5/2024	CENCAL SERVICES, INC	\$ 500.00	WATER METER RENTAL REFUND

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45413	1/5/2024	COMMUNITY MEDICAL CENT.	\$ 350.00	BLOOD DRAWS NOVEMBER 2023
45414	1/5/2024	COMCAST BUSINESS	\$ 340.57	PD INTERNET SERVICE
45415	1/5/2024	CORBIN WILLITS SYSTEMS	\$ 1,203.47	ADMINISTRATION C/W SERVICE
45416	1/5/2024	CRISTANDO HOUSE, INC.	\$ 240.00	B.SOLANO ENROLLMENT POLICE
45417	1/5/2024	ELITE UNIFORMS	\$ 435.48	K.XIONG UNIFORM
45418	1/5/2024	EMPOWER SOLAR	\$ 558.60	REFUND ELECTRICAL PERMIT
45419	1/5/2024	FIREBAUGH AUTO REPAIR	\$ 1,707.88	PD UNIT#9-WATER PUMP REPAIR
			\$ 639.52	PD UNIT#3 DURALAST/TENSION
			\$ 130.21	PD VEHICLE DIANOSTIC/VALVE
			\$ 75.00	PD VEHICLE OIL CHANGE
			\$ 65.00	PD VEHICLE OIL CHANGE
		Check Total:	\$ 2,617.61	
45420	1/5/2024	FIRST BANKCARD	\$ 21.35	PD-AMAZON SAFETY FIRST
			\$ 210.54	PD AMZON PAPER SHREADER
			\$ 22.66	PD AMAZON METAL SIGN
			\$ 467.43	PD-AMAZON BOO STAND
			\$ 16.67	PD-PEOPLEFACTS
			\$ 39.73	PD-VISTAPRINT
			\$ 1,581.91	PD-BADGE FOR FRONT OF PD
			\$ 5.00	PIO-DYN.COM
			\$ 384.93	PIO-ROOM RESERVATION
			\$ 384.93	PIO-ROOM RESERVATION
			\$ 55.00	PIO-CSMFO FEES
			\$ 86.21	PIO-WALMART HELMET
			\$ 51.49	PW-FLAG POLE
			\$ 1,725.42	PW-WPSG, INC FIRE DEPT
			\$ 675.00	PW-LEAGUE OF CITIES FEES
			\$ 241.26	PW-ETSY.COM FIRE DEPT
			\$ 28.05	PW-AMAZON FRONT SEAT COVER
			\$ 86.36	PW-MAINTENANCE MAT
			\$ 947.74	PW-CEILING FAN DUSTER
			\$ 354.99	PW-SQ ENGINE CO
			\$ (354.32)	PW-CREDIT WPSG, INC
			\$ 78.32	PW-AMAZON HAND TOWELS
		Check Total:	\$ 7,515.77	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
45421	1/5/2024	OSCAR J. GARCIA, CPA	\$ 1,745.30	ADMINISTRATION PROPERTY
45422	1/5/2024	KUSTOM SIGNALS, INC.	\$ 166.29	ACC-CHARGER STANDARD
45423	1/5/2024	MANUELS TIRE SERVICE, INC	\$ 582.46	PD-GOODYEAR TIRES
			\$ 24.26	PW-RADIAL PATCH
		Check Total:	\$ 606.72	
45424	1/5/2024	MID-VALLEY DISPOSAL	\$ 37,953.67	SERVICES PERFORMED NOV23
			\$ 37,590.00	SERVICES PERFORMED DEC23
		Check Total:	\$ 75,543.67	
45425	1/5/2024	MOORE TWINING ASSOCIATE	\$ 5,804.00	PROFESSIONAL SERVICES NO
45426	1/5/2024	MANUEL PEREZ	\$ 70.00	PD PHOTOSHOOT
45427	1/5/2024	PITNEY BOWES #8000-9090-	\$ 572.72	POSTAGE REFILL
45428	1/5/2024	RETAIL STRATEGIES, LLC	\$ 40,000.00	PROFESSIONAL CONSULTING
45429	1/5/2024	SMART SOURCE LLC	\$ 1,389.32	UTILITY BILLING FORM WHITE
			\$ 243.59	W2/1099 MISC FORMS
		Check Total:	\$ 1,632.91	
45430	1/5/2024	TECH MASTER MANAGEMEN	\$ 40.00	POLICE DEPT PEST CONTROL
			\$ 50.00	POLICE DEPT PEST CONTROL
			\$ 150.00	PEST CONTROL
			\$ 50.00	FIRE DEPT PEST CONTROL
		Check Total:	\$ 290.00	
45431	1/5/2024	TELSTAR INSTRUMENTS	\$ 1,506.00	WWTP-PERFORMED SERVICES
			\$ 1,346.00	WWTP-PERFORMED SERVICES
		Check Total:	\$ 2,852.00	
45432	1/5/2024	THOMASON TRACTOR COMP/	\$ 53.12	BLADE
			\$ 54.78	BAR AND CHAIN OIL
			\$ 173.07	VBELT/PIN FASTENER
			\$ 107.96	CUTTING WHEEL
			\$ 236.05	SHEAVE ASSEMBLY
			\$ (30.13)	CREDIT
			\$ (25.71)	CREDIT

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45432	1/5/2024	THOMASON TRACTOR COMP/	\$ 73.83	PULLEY
			\$ 26.98	CHAIN
		Check Total:	\$ 669.95	
45433	1/5/2024	THOMSON REUTERS - WEST	\$ 371.44	SUBSCRIPTION PRODUCT
45434	1/5/2024	USA BLUEBOOK	\$ 411.14	ARSENIC LOW RANGE QUICK
			\$ 172.73	PACKING TOOL SET WITH STO
		Check Total:	\$ 583.87	
45435	1/5/2024	U.S. BANK EQUIPMENT FINAN	\$ 859.40	RNT/LEASE EQUIP DEC23-JAN
45436	1/5/2024	DATAPATH	\$ 6,089.10	MONTHLY BILLING JANUARY 2
45437	1/5/2024	WEST SIDE DRUG STORE	\$ 23.42	BATTERIES
45438	1/10/2024	CITY OF FIREBAUGH	\$ 133,240.63	PAYROLL ENDNG 01/05/2024
45439	1/11/2024	ADAMS ASHBY GROUP, LLC	\$ 750.00	GENERAL ADMIN CONTRACT
45440	1/11/2024	ALERT-O-LITE, INC.	\$ 984.64	ASPHALT PATCH
45441	1/11/2024	AUTOZONE COMMERCIAL (13	\$ 70.26	BRAKE CLEANER/WIPER BLADE
			\$ 24.88	CAR SCENTS/LEATHER CUSHION
			\$ 37.02	TAIL LAMP
			\$ 11.87	BULB
			\$ 44.16	EXHAUST FLUID
			\$ 11.87	BULB
			\$ 58.46	TRIBALL MOUNT
			\$ 36.69	PD PRO INFLATOR AND SEALER
		Check Total:	\$ 295.21	
45442	1/11/2024	THE BANK OF NEW YORK ME	\$ 1,750.00	CITY OF FIREBAUGH WATER
45443	1/11/2024	BSK & ASSOCIATES, INC.	\$ 494.50	LAB ANALYSIS
			\$ 86.50	LAB ANALYSIS
			\$ 171.50	LAB ANALYSIS
			\$ 154.50	LAB ANALYSIS
			\$ 260.75	LAB ANALYSIS
			\$ 384.00	LAB ANALYSIS
			\$ 124.75	LAB ANALYSIS
			\$ 99.26	LAB ANALYSIS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
45443	1/11/2024	BSK & ASSOCIATES, INC.	\$ 226.78	LAB ANALYSIS
			\$ 171.50	LAB ANALYSIS
			\$ 154.50	LAB ANALYSIS
			\$ 86.50	LAB ANALYSIS
			\$ 211.88	LAB ANALYSIS
			\$ 226.78	LAB ANALYSIS
			\$ 187.66	LAB ANALYSIS
Check Total:			\$ 3,041.36	
45444	1/11/2024	CINTAS CORPORATION	\$ 1,337.82	CITY HALL/POLICE DEPT MED
45445	1/11/2024	CORELOGIC SOLUTIONS, LLC.	\$ 231.85	REALQUEST DECEMBER 2023
45446	1/11/2024	ESO SOLUTIONS, INC.	\$ 1,633.00	ER-FIRE PACKAGE
45447	1/11/2024	FIRST BANKCARD	\$ 2,000.21	PIO CARD FOR FIRE DEPT
45448	1/11/2024	FRESNO OXYGEN	\$ 100.79	PW-SHOP
45449	1/11/2024	OCTAVIO GONZALEZ	\$ 150.00	WORK BOOTS PER MOU
45450	1/11/2024	GOODALL TRUCKING, INC.	\$ 2,526.62	COLD MIX/BASE ROCK
45451	1/11/2024	GOUVEIA ENGINEERING, INC.	\$ 320.25	725.01 PUBLIC WORKS GENERAL
			\$ 1,800.00	730.09 SRF WWTP DESIGN
			\$ 21,800.00	735.06 CDBG Q ST & 15TH
			\$ 6,746.25	740.15D Q ST & 7TH ST WATER
			\$ 6,620.86	745.01 STREETS GENERAL
			\$ 299.84	745.25D CML-5224(023) POSO
			\$ 299.84	745.28D CML-5224(026) ALL
			\$ 1,665.30	745.29C STPL-5224(027) J ST
			\$ 197.95	745.35D STPL-5224(028) 12TH
			\$ 109.16	745.38D HSIPL-5224(029)
			\$ 1,580.25	745.39D SB1/MEASURE C PAV
			\$ 2,506.81	755.04 DUNKLE PARK PLAYGRD
			\$ 416.84	760.07 PAVEMENT MANAGEMENT
			\$ 157.50	775.18 MCDONALDS LOT MERGER
Check Total:			\$ 44,520.85	
45452	1/11/2024	GRAINGER, INC.	\$ 288.23	FLUOR BALLAST/TURN LOCK
45453	1/11/2024	INTERGRATED DESIGNS BY	\$ 3,899.00	FIREBAUGH POLICE STATION

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
45454	1/11/2024	KER WEST, INC. DBA	\$ 660.00	WATER SUPERVISOR ADVERTISE
45455	1/11/2024	LEAGUE OF CA CITIES SSJVD	\$ 5,585.00	MEMBERSHIP DUES CALENDAR
45456	1/11/2024	MID-VALLEY DISPOSAL	\$ 706.45	WATER TREATMENT PLANT/MAT
			\$ 120.76	WATER TREATMENT PLANT
			\$ 123.76	1325 O STREET
			\$ 287.50	WATER TREATMENT PLANT
Check Total:			\$ 1,238.47	
45457	1/11/2024	PACIFIC GAS & ELECTRIC	\$ 85.64	FIRE DEPT 3228327255-0
			\$ 3,439.44	TOMA TEK #6759522333-9
Check Total:			\$ 3,525.08	
45458	1/11/2024	RELIABLE TRANSLATIONS, IN	\$ 205.74	SPANISH TRANSLATION
45459	1/11/2024	RSG, INC.	\$ 750.00	SB341 REPORT FY 23-24
			\$ 525.00	FY23-24 SUCCESSOR AGENCY
Check Total:			\$ 1,275.00	
45460	1/11/2024	JACQUELINE TABARES	\$ 29.40	AMERICAN FIDELITY REFUND
45461	1/11/2024	RODOLFO TABARES	\$ 73.50	AMERICAN FIDELITY REFUND
45462	1/11/2024	THARP'S FARM SUPPLY	\$ 21.96	WIRE TIES
			\$ 16.92	ROLLER COVER/PAINT ROLL
			\$ 9.28	PROPANE CYL
			\$ 9.02	COVERALLS
			\$ 68.46	WINDEX CLEANER/MULTI FOLD
			\$ 15.55	BOLT
			\$ 2.70	HEX NUT
			\$ 35.92	PINESOL/GOOFOFF
			\$ 72.80	TERRY TOWELS/MASKING TAPE
			\$ 32.37	WASH BRUSH/HANDLE
			\$ 31.72	ANTI BAC SOAP
			\$ 4.27	ROLLER FRAME
			\$ 91.54	HYDRAULIC OIL
			\$ 64.46	CURTIS KEYS
			\$ 21.44	CONNECTOR/SPRAY/ANT BAC
			\$ 59.54	CURTIS KEYS/SLYDE KING 50
			\$ 128.53	AA BATTERIES/LATTERN
			\$ 11.46	CORNER BRACE/SCREWS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> Amount	<u>Description</u>
45462	1/11/2024	THARP'S FARM SUPPLY	\$ 12.29	GLUE TRAY MOUSE TRAPS
			\$ 17.59	NIPPLE/REDUCER/LABOR
			\$ 6.24	SECURITY HASP
			\$ 25.17	FIBRE TOWELS
			\$ 40.79	MASTER LOCKS
			\$ 2.97	PLUMBERS TAPE
			\$ 43.77	PD-CURTIS KEYS/DUSTER
			\$ 38.28	KNEE BOOT/XXL COVER ALL
			\$ 125.05	COUPLING/ELBOW/CAR SCENT
			\$ 9.57	ELBOW
			\$ 9.70	SAND PAPER
			\$ 21.49	CURTIS KEYS
			\$ 15.44	BEE HIVE PLUNGER
			\$ 8.31	CAPSCREW/HEX NUT/LOCKWASH
			\$ 3.34	CAPSCREW/HEX NUT/LOCKWASH
			\$ 24.33	CURTIS KEYS/PINESOL GALLO
			\$ 11.36	CAP SCREW
			\$ 18.46	HIGH IMPACT ABS LEVEL
			\$ 9.56	UTILITY KNIFE
			\$ 8.62	GREASE CARTRIDGE
			\$ 26.37	MALE ADAPTER/PVC PIPE
			\$ 13.28	SUCTION HOSE/HOSE CLAMPS
			\$ 15.44	POLYTHYL
			\$ 18.16	LOCK WASHER/BOLTS/HOSE
			\$ 2.33	STEEL BOLTS
			\$ 48.57	TRIMMER LINE
			\$ 8.42	CHROME CAM LOCK
			\$ 2.27	CABLE CLAMP
			\$ 41.41	FLEX LINE/VALVE
			\$ 18.99	C BATTERIES
			\$ 43.58	BULB/HAND CLEANER
			\$ 37.92	CEILING HOOK/GOPHER TRAP
			\$ 9.70	WHITE BULB
			\$ (9.70)	WHITE BULB
			\$ 145.66	WORKS BOOTS-JOSE
			\$ 61.09	SUB PUMP
			\$ 29.63	SWIVEL/SCREW ASSORT/LOCK
			\$ 30.14	MAGTC CHCK KEY SMLL
			\$ 4.05	SPARK PLUG
			\$ 30.88	POLYTHYL
			\$ 11.07	AIR FILTER
			\$ 20.30	FLANGE/BRAD FLEX

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
45462	1/11/2024	THARP'S FARM SUPPLY	\$ 4.30	CURTIS KEYS
		Check Total:	\$ 1,764.13	
45463	1/11/2024	USA BLUEBOOK	\$ 770.03	FLOATSWITCH
			\$ 79.83	SEWER LAB ANALYSIS
		Check Total:	\$ 849.86	
45464	1/19/2024	SEBASTIAN	\$ 69.95	SENIOR CENTER ALARM SYSTE
45465	1/19/2024	COLLINS & SCHOETTLER	\$ 1,102.50	CITY PLANNING DECEMBER 23
45466	1/19/2024	D & L REFRIGERATION, LLC	\$ 929.50	NEW PD HOLDING CELL AREA
45467	1/19/2024	DEPARTMENT OF JUSTICE	\$ 268.00	FINGERPRINTS DECEMBER 2023
45468	1/19/2024	FIREBAUGH AUTO REPAIR	\$ 367.03	PD VEHICLE REPAIR
45469	1/19/2024	FRESNO COUNTY TREASUREF	\$ 162.52	DECEMBER 2023 ACCESS FEES
45470	1/19/2024	HOME DEPOT CREDIT SERVIC	\$ 318.51	PARKS SUPPLIES
			\$ 365.93	COMMUNITY CENTER SUPPLIES
			\$ 842.94	PW SUPPLIES
			\$ 498.25	PW SUPPLIES
			\$ 2,215.68	NEW PD LEATHER RECLINING
			\$ 1,285.67	CITY HALL COUNTERTOP
			\$ 1,091.67	COMMUNITY CENTER CEILINGS
			\$ 179.00	NEW PD FURNITURE
			\$ 71.00	NEW PD FURNITURE
			\$ 316.49	PARK SUPPLIES
			\$ 461.34	PARKS SUPPLIES
		Check Total:	\$ 7,646.48	
45471	1/19/2024	JOHN AVILA COMMUNICATIO	\$ 1,623.44	POLICE DEPT CAMERAS FINAL
45472	1/19/2024	METROPOLITAN TRANSPORT.	\$ 2,000.00	STREET SAVER ANNUAL SUBSC
45473	1/19/2024	MID-VALLEY DISPOSAL	\$ 2,328.38	FIREBAUGH CITY PROCURMENT
45474	1/19/2024	CSG CONSULTANTS, INC.	\$ 4,558.00	HOUSE BUILDING OCTOBER 23
			\$ 4,956.00	HOUSE BUILDING NOVERMBER
			\$ 4,396.50	HOUSE BUILDING DECEMBER 23
			\$ 798.00	BUILDING PLAB DECEMBER 23

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
45474	1/19/2024	CSG CONSULTANTS, INC.	\$ 184.50	FIRE PLAN SERVICE OCTOBER
			\$ 184.50	FIRE PLAN NOVEMBER 2023
		Check Total:	\$ 15,077.50	
45475	1/19/2024	QUILL CORPORATION	\$ 487.54	ALL DEPT JANITORIAL SUPPL
			\$ 28.70	CITY HALL OFFICE SUPPLIES
			\$ 169.00	CITY HALL OFFICE SUPPLIES
			\$ 468.49	TOILET PAPER/RECYCLE CANS
			\$ 91.86	PD HANDLE MOP
			\$ 170.34	CITY HALL OFFICE SUPPLIES
			\$ 18.99	CITY HALL CALENDAR
		Check Total:	\$ 1,434.92	
45476	1/19/2024	RAY'S PAGER SALES	\$ 730.00	UNIFICATION PAGER WITH BASE
45477	1/19/2024	TRINIDAD RODRIGUEZ	\$ 50.00	REFUND ON 2 LOTS COMMUNITY
45478	1/19/2024	RUGGED BOOKS INC.	\$ 1,035.00	POLICE CAR COMPUTERS
45479	1/19/2024	SWRCB ACCOUNTING OFFICE	\$ 13,808.54	WATER SYSTEM ANNUAL FEES
			\$ 3,746.00	ANNUAL PERMIT FEES
		Check Total:	\$ 17,554.54	
45480	1/19/2024	STAPLES BUSINESS CREDIT	\$ 209.69	POLICE DEPT OFFICE SUPPLIES
45481	1/19/2024	STATE FOODS SUPERMARKET	\$ 64.99	PD WATER/SODAS
			\$ 5.90	PD WATER
			\$ 113.33	DUI CHECK POINT -PRODUCT
		Check Total:	\$ 184.22	
45482	1/19/2024	DATAPATH	\$ 3,200.00	PROFESSIONAL SERVICE
45483	1/19/2024	VERIZON WIRELESS	\$ 38.01	BRADY'S TABLET INTERNET
45484	1/23/2024	SILVIA RENTERIA	\$ 150.00	MEAL PER DIEM 2024 MAYOR/
45485	1/24/2024	CITY OF FIREBAUGH	\$ 128,930.47	PAYROLL ENDING 01/19/2024
45486	1/26/2024	ARTEMIO ROBERTO GARZA	\$ 1,500.00	PD INSTALLMENT/PAINTING
45487	1/26/2024	ACE TROPHY SHOP	\$ 26.99	PEN SET FOR VOLUNTEER AT

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45488	1/26/2024	AQUA-METRIC SALES, CO.	\$ 1,119.64	MEASURING CHAMBER
45489	1/26/2024	AT&T MOBILITY	\$ 648.67	PD INTERNET AND CELL PHON
			\$ 913.07	CITY HALL/COUNCIL CELL PH
		Check Total:	\$ 1,561.74	
45490	1/26/2024	AT&T	\$ -68.50	FIRE DEPT INTERNET
45491	1/26/2024	CINTAS CORPORATION	\$ 178.33	PW/CITY HALL/SENIOR CTR M
45492	1/26/2024	COOK'S COMMUNICATIONS	\$ 2,521.14	FIRE DEPT LABOR/SERVICE
45493	1/26/2024	CENTRAL VALLEY TOXICOLC	\$ 42.00	ALCOHOL ANALYSIS
45494	1/26/2024	FIREBAUGH AUTO REPAIR	\$ 655.20	PD#8-RADIATOR
45495	1/26/2024	FIRST BANKCARD	\$ (296.79)	BEN-CREDIT ON ACCT
			\$ 935.19	BEN-PARDINIS CATERING
			\$ 3.00	BEN-CITY OF FRESNO PARKIN
			\$ 3.78	BEN-DOLLAR GENERAL HINGED
			\$ 811.60	BEN-CINTAS COUNCIL MEMBER
			\$ 50.00	PIO-FRESNO COUNTY CLERK
			\$ 60.37	PIO-FEES
			\$ 70.49	PIO-AMAZON CASSETTE TAPE
			\$ 50.00	PIO-PESTICIDE APPLICATORS
			\$ 5.00	PIO-DYN.COM
			\$ 1.18	PIO-FRESNO COUNTY CLERK
			\$ 162.00	PIO-CISCO SYSTEMS
			\$ 87.18	PIO-KERMAN FLOWERS CESAR
			\$ 76.63	PIO-FLOWERS.COM RICKY
			\$ 76.63	PIO-FLOWERS.COM RAQUEL
			\$ 109.77	PW-FEES
			\$ 21.58	PD AMAZON FOLDERS
			\$ 60.86	PW-AMAZON BLADE TEST PROB
			\$ 33.07	PD AMAZON ADAPTER
			\$ 18.38	PD AMAZON THUMB TACKS
		Check Total:	\$ 2,339.92	
45496	1/26/2024	OLGA FLORES	\$ 206.00	CSMFO 2024 CONFERENCE MEAL
45497	1/26/2024	FRESNO COUNTY TREASUREF	\$ 100.65	PROCESSING SERVICES 10/1-

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANUARY 1, 2024- JANUARY 31, 2024

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
45498	1/26/2024	FRESNO TRUCK CENTER	\$ 2,172.85	SWEEPER REPAIR RADIATOR C
			\$ 285.13	SWEEPER COOLANT
			\$ 294.96	FEES/REPAIR
		Check Total:	\$ 2,752.94	
45499	1/26/2024	BENJAMIN GALLEGOS	\$ 184.00	LEAGUE OF CITIES CITY MGR
45500	1/26/2024	GRAINGER, INC.	\$ 104.18	BULB
45501	1/26/2024	PIO MARTIN	\$ 206.00	CSMFO 2024 CONFERENCE MEAL
45502	1/26/2024	MIGUEL'S PLUMBING SERVICE	\$ 1,453.18	NEW PD BUILDING STORM
45503	1/26/2024	NORTHERN CALIFORNIA'S EM	\$ 902.18	PD UNIT 7 ELECTRICAL ISSU
45504	1/26/2024	PACIFIC GAS & ELECTRIC	\$ 28,399.84	ALL DEPTS #7355932148-1
45505	1/26/2024	PG&E	\$ 270.51	LINE EXTENSION DEFICIENCY
45506	1/26/2024	RON'S AUTO REPAIR	\$ 960.00	PD#7 -SIREN AND BAR LIGHT
			\$ 1,725.13	PD#2 LABOR/REPAIR
			\$ 1,676.16	PD#3-WATER PUMP REPAIR
		Check Total:	\$ 4,361.29	
45507	1/26/2024	SPARKLETTS	\$ 379.69	ALL DEPTS WATER SERVICE
45508	1/26/2024	STATE CONTROLLERS OFFICE	\$ 58.33	FTB OFFSETS 2022 ADMIN/SA
45509	1/26/2024	STATE WATER RESOURCES C	\$ 70.00	D1 CERTIFICATE OCTAVIO
45510	1/26/2024	STATE FOODS SUPERMARKET	\$ 6.99	WATER
45511	1/26/2024	TELSTAR INSTRUMENTS	\$ 330.00	WWTP-SERVICES
45512	1/26/2024	U.S. BANK EQUIPMENT FINAN	\$ 1,474.88	RNT/LEASE EQUIP 12/10-2/23
45513	1/26/2024	DATAPATH	\$ 3,095.81	PALO ALTO 3YR SUBSCRIPTION
45514	1/29/2024	CITY OF FIREBAUGH	\$ 63,489.33	ME CHECK JANUARY 2024

ORDINANCE NO. 24-01

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
AMENDING SECTION 2-2.10 OF THE FIREBAUGH MUNICIPAL CODE
RELATING TO SALARIES OF COUNCILMEMBERS**

The City Council of the City of Firebaugh does hereby ordain as follows:

Section 1. Section 2-2.10 of the Firebaugh Municipal Code is hereby amended, to read as follows:

“2-2.10 Salaries of Councilmembers.

- a. Each member of the City Council shall receive a salary of \$950 per month, based on the City’s population.
- b. Any amounts paid by the City for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the City for its employees.
- c. Any amounts paid by the City to reimburse a Councilmember for actual and necessary expenses pursuant to Government Code section 36514.5 shall not be included for the purposes of determining salary pursuant to this section.
- d. Pursuant to Government Code section 36516.5, a change in compensation does not apply to a council member during their term in office.
- e. The City Council may, as it deems appropriate and as approved at a regular or special meeting of the Council, waive or reduce and or all of the compensation permitted by this section.

Section 2. The foregoing Ordinance No. 24-01 was introduced at a regular meeting of the City Council of the City of Firebaugh on the 5th day of February, 2024, and was passed and adopted at a regular meeting of the City Council on the 4th day of March, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk



STAFF REPORT

TO: Mayor Elsa Lopez and Council Members
FROM: Pio Martin, Finance Director
DATE: March 04, 2024
SUBJECT: Water and Wastewater Rate Study – 2024

RECOMMENDATION:

Review and approve Resolution No. 24-09.

HISTORY:

Tuckfield & Associates have been providing financial consulting on the City's Water and Wastewater Enterprises over 17 years and providing a study approximately every five years. Mr. Tuckfield presented a draft report of the Water and Wastewater rate to Council on December 4, 2023. The last study was presented to Council on November 19, 2018 and approved by Resolution No. 19-13 on March 4, 2019, and passed on 4 to 1 vote. Approved rates went into effect on April 1, 2019.

DISCUSSION:

The significance of the rate study and direct implication it has with 2013 Water Revenue Refunding Bonds, 2016A Water Revenue Refunding Bond and 2016A Wastewater Revenue Refunding Bonds, maintaining operating and capital reserves at or greater than target levels.

FISCAL IMPACT:

Recommended 3.5% increase beginning May 1, 2024 – December 31, 2024. January 1, 2025 – December 2026 a 1.3% increase per year and the final two years January 2027 – December 2028. 1.5% increase per year water rate annual increase. The rate increase is to meet capital replacement, existing debt service and capital improvements, beginning May 1, 2024 and on each January 1 thereafter for the remainder of the study period. No increase is proposed for wastewater revenue.

RESOLUTION NO. 24-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ESTABLISHING
RATE INCREASES FOR WATER SERVICES**

WHEREAS, according to analysis of equipment, facilities, staffing, financial records and future capital needs of the City, a report was presented to the City Council December 4, 2023, prepared by Tuckfield & Associates "Firebaugh Water & Wastewater Rate Study Report December 2023" ("Rate Study") and independent analysis by City staff, increases in the rates charged for water supply/delivery, wastewater collection, and treatment are required to provide adequate revenue in the City's Water Enterprise Fund and City's Sewer Enterprise Fund in order to avoid future operating deficits in the Funds and to :

- A. Generate sufficient revenue for water and wastewater operations;
- B. Maintain operating and capital reserves at or greater than target levels. Capital projects need to provide adequate water and wastewater service to City customers, to provide for future growth in and around the City, and to comply with State and Federal agency mandates. Water capital improvements relating to water quality, including but not limited to water main replacement and installation, installation of a telemetry system, water storage tank improvements, and installation of replacement wells. Wastewater capital improvements relating to wastewater quality and treatment, including but not limited to replacement and repair of components of the City wastewater treatment plant and various sewer lift stations installation , and installation of sewer mains and other sewer system enhancements;
- C. Maintain debt service coverage ratios at or greater than the minimum required. Meet prudent water, wastewater utilities, and financial planning criteria, including maintaining a working capital reserve of at least 180 days' operation and maintenance expense, adjusting revenue to keep the current Funds balance at existing levels, and maintaining a debt service coverage ratio of at least 125 percent to insure that debt service coverage required by existing water and wastewater revenue bond covenants will be met;
- D. Meet annual capital replacement spending from annual revenue and reserves; and

WHEREAS, the City duly provided notice of the proposed water and wastewater services rate increases of a scheduled public hearing thereon on January 11, 2024, by first class mail to each City customer and property owner at least 45 days prior to the date of the public hearing, by publication The Firebaugh-Mendota Journal / The West Side Advance - January 17, 2024 at least 45 days before the public hearing and by city website firebaugh.org on January 11, 2024 at least 45 days before the public hearing; and

WHEREAS, prior to adopting this resolution, on March 4, 2024, the City Council duly conducted the public hearing on the proposed water and wastewater services increases and heard oral and written testimony submitted in connection with the proposed increase; and

WHEREAS, the City Council has independently considered the Rate Study, other analysis and reports of City staff and the written and oral testimony presented at the public hearing, both for and against the proposed water and wastewater services rate increase; and

WHEREAS, the City Council has determined that written protests against the proposed water and wastewater services rate increases have not been presented by a majority of the record owners of the parcels that would be subject to the increased water and wastewater services rates;

WHEREAS, the City Council desires to move forward with adoption of the water and wastewater rates.

THEREFORE, the City Council of the City of Firebaugh resolves finds and determines as follows:

Section 1. The recitals set forth above are true and correct as of the date this resolution is adopted.

Section 2. The rates for water and wastewater service provided by the City of Firebaugh are hereby established as shown on Exhibit A, which is attached to and incorporated in this resolution.

Section 3. All previously established rates for such City water and wastewater services are abolished.

Section 4. The rates in Exhibits "A" Water and Wastewater shall become effective May 1, 2024 and subsequently adjusted January 1, 2025, January 1, 2026, January 1, 2027, and January 1, 2028 as so noted in Exhibit A.

Section 5. The Water Rates and Wastewater Rates are independent of one another. If any provision of either the Water Rates or the Wastewater Rates is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, the remainder of the rate structure shall remain operative and binding.

The foregoing resolution was adopted by the City Council of the City of Firebaugh at a regular meeting held on March 4, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

CLERK'S CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF FRESNO) SS.
CITY OF FIREBAUGH)

I, Rita Lozano, Deputy City Clerk of the City of Firebaugh, certify that the foregoing resolution was adopted by the City Council of the City of Firebaugh at a regular meeting held on March 04, 2024.

By: _____
Rita Lozano, Deputy City Clerk

EXHIBIT - A

Report For:
City of Firebaugh

1133 "P" Street
Firebaugh, CA 93622
(559) 659-2043



Report on Water and Wastewater Rate Study

Submitted By:
Tuckfield & Associates

Contact: Mr. Clayton Tuckfield
2549 Eastbluff Dr, #450B
Newport Beach, CA 92660
(949) 760-9454
www.tuckfieldassociates.com



January 2024

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Tuckfield & Associates

2549 Eastbluff Drive, Suite 450B, Newport Beach, CA 92660
Phone (949) 760-9454 Fax (949) 760-2725
Email ctuckfield@tuckfieldassociates.com

January 9, 2024

Mr. Ben Gallegos
City Manager
City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

Dear Mr. Gallegos:

I am pleased to present this Water and Wastewater Rate Study (Study) report for the City of Firebaugh (City). The water and wastewater rates presented in this report have been developed based on cost of service principles and industry methods that result in fair and equitable rates for the users of the water and wastewater systems in accordance with Proposition 218.

This study included a review and analysis of the water and wastewater enterprise revenue and revenue requirements, number of customers, water sales volumes, accounting and billing information, and rate structures. The major objectives of the study include the following.

- Generate positive levels of income for the study period
- Maintain operating and capital reserves at or greater than target levels
- Maintain debt service coverage ratios at or greater than the minimum required
- Meet annual capital replacement spending from annual revenue and reserves

This report presents the findings and recommendations for the water and wastewater enterprise financial plans and rates developed for the City. Tables and figures throughout the report are provided to demonstrate the calculation of water and wastewater rates and charges.

I have enjoyed working with City staff during the performance of this study. If there are any questions, please contact me at (949) 760-9454.

Very Truly Yours,

TUCKFIELD & ASSOCIATES



G. Clayton Tuckfield
President/Project Consultant

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Water and Wastewater Rate Study

CITY OF FIREBAUGH

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Executive Summary

The City of Firebaugh (City) engaged Tuckfield & Associates to conduct a Water and Wastewater Rate Study (Study) for its water and wastewater enterprises. This Study includes development of pro forma statements of revenues and revenue requirements, analyses to determine the costs of providing service, and design of new water and wastewater rates and charges for implementation.

Water Financial Plan

The revenue and revenue requirements of the water system were identified and projected to create a forward-looking financial plan of the water enterprise. Annual costs include operation and maintenance expense (O&M), capital replacement transfer for capital improvement funding, and debt service.

O&M expenses were projected using the City's FY 2023-24 Budget expenses for the first year and then applying inflation factors to the budget year expenses to project future year O&M expenses. An annual transfer for capital replacement is included in the financial plan that is estimated to equal 50 percent of annual depreciation expense. Debt service payments include principal and interest related to the 2013 and 2016 Revenue Refunding Bonds and the Solar project payments.

The City has prepared a five-year capital improvement program (CIP) spending plan that lists projects for FY 2023-24 through FY 2027-28. Projects include water line replacements, well rehabilitation, well filters, water meters, and other replacements. Over this period the City projects that it will spend approximately \$1.76 million.

An analysis of the financial plan was performed to determine the sufficiency of revenue using the City's current water rates to meet the projected revenue requirements (costs) of the water enterprise. The analysis indicated that the current level of revenue being received should be increased to meet future obligations during the Study period. Revenue increases of 1.4 percent annually are required beginning May 1, 2024 and on each January 1 through 2028. The water financial plan is presented in Table 12.

Proposed Water Rate Structure and Rates

Current Water Rates

The current water rates for the City's customers consist of monthly fixed charges by meter size and variable charges for consumption. Current water rates for Industrial customers consist of monthly fixed charges by meter size that includes a minimum amount of water use in addition to variable charges for consumption. Variable charges for Single-family residential (SFR) customers include a four-tier conservation rate structure. Variable charges for Multifamily (MFR, including multiple dwelling units and mobile homes), Commercial, and Public Authority includes a uniform variable charge. Las Deltas customers include a two-tier variable rate structure.

Proposed Water Rate Structure and Rates

No changes are proposed to the City's water rate structure. The current fixed charge structure is based on meter size reflecting current industry practice. The proposed fixed charges include the costs of operating and maintaining the meters and the billing and collection costs to serve customers. For Industrial customers, the fixed

charge includes a monthly minimum volume in 1,000 gallons as stated in Table ES-1 below. The volume is included in the fixed charge to recognize the seasonal nature of this type of water service and stabilize the revenue stream. The proposed fixed charges generate about 25 percent of the revenue received from water rates. Table ES-1 presents the proposed fixed charges for the Study.

Table ES-1
Proposed Water Fixed Charges

Classification		Current Rate	May 1, FY 23-24	January 1, FY 24-25	January 1, FY 25-26	January 1, FY 26-27	January 1, FY 27-28
All Customers Except Industrial		Fixed Charge (\$ per month)					
<u>Meter Size</u>							
<= 1 inch and smaller		\$16.96	\$17.61	\$17.86	\$18.11	\$18.36	\$18.62
1-1/2 inch		\$25.80	\$26.71	\$27.08	\$27.46	\$27.84	\$28.23
2 inch		\$38.81	\$39.89	\$40.45	\$41.02	\$41.59	\$42.17
3 inch		\$93.66	\$93.99	\$95.31	\$96.64	\$97.99	\$99.36
4 inch		\$131.53	\$132.45	\$134.30	\$136.18	\$138.09	\$140.02
6 inch		\$260.62	\$264.92	\$268.63	\$272.39	\$276.20	\$280.07
Industrial							
	<u>Included Volume</u>						
2 inch	75	\$253.81	\$264.15	\$267.84	\$271.59	\$275.39	\$279.25
3 inch	100	\$338.41	\$352.19	\$357.12	\$362.12	\$367.19	\$372.33
4 inch	175	\$592.22	\$616.34	\$624.97	\$633.72	\$642.59	\$651.59
6 inch	325	\$1,099.83	\$1,144.63	\$1,160.66	\$1,176.91	\$1,193.39	\$1,210.10
14 inch	500	\$1,692.04	\$1,760.97	\$1,785.62	\$1,810.62	\$1,835.97	\$1,861.67
Public Housing Authority		\$39.04	\$39.56	\$40.11	\$40.67	\$41.24	\$41.82

The proposed variable rate structure is unchanged from the current rate structure. The single-family residential variable rate structure reflects indoor water use in the first tier and outdoor water use in tiers 2 and 3. Industrial customers have essentially a two-tier variable rate, charging only consumption that is above the amount included in the fixed charge. Las Deltas customers have a contract with the City and their two-tier rate structure remains in place. All other customers have a uniform volume rate applicable individually to each customer class. Table ES-2 presents the proposed variable charges for implementation.

Table ES-2
Proposed Water Variable Charges

Classification	Current Rate	May 1, FY 23-24	January 1, FY 24-25	January 1, FY 25-26	January 1, FY 26-27	January 1, FY 27-28
Variable Charge (\$ per 1,000 gal)						
Single-family Residential						
Tier 1 - 0 to 7 units	\$1.67	\$1.76	\$1.78	\$1.80	\$1.83	\$1.86
Tier 2 - 8 to 15 units	\$2.07	\$2.05	\$2.08	\$2.11	\$2.14	\$2.17
Tier 3 - Over 15	\$2.77	\$2.46	\$2.49	\$2.52	\$2.56	\$2.60
Multifamily Residential	\$1.86	\$2.02	\$2.05	\$2.08	\$2.11	\$2.14
Commercial	\$1.86	\$2.02	\$2.05	\$2.08	\$2.11	\$2.14
Industrial (Charge Over Included Volume)	\$3.33	\$3.49	\$3.54	\$3.59	\$3.64	\$3.69
Public Authority/Schools	\$1.86	\$2.02	\$2.05	\$2.08	\$2.11	\$2.14
Landscape Irrigation	\$2.54	\$2.62	\$2.66	\$2.70	\$2.74	\$2.78
Las Deltas [1]						
Tier 1 - 0 to 5000 units	\$3.17	\$3.21	\$3.25	\$3.30	\$3.35	\$3.40
Tier 2 - 5001 and Over	\$3.49	\$3.54	\$3.59	\$3.64	\$3.69	\$3.74

[1] Contract rate.

Water Customer Bill Impacts

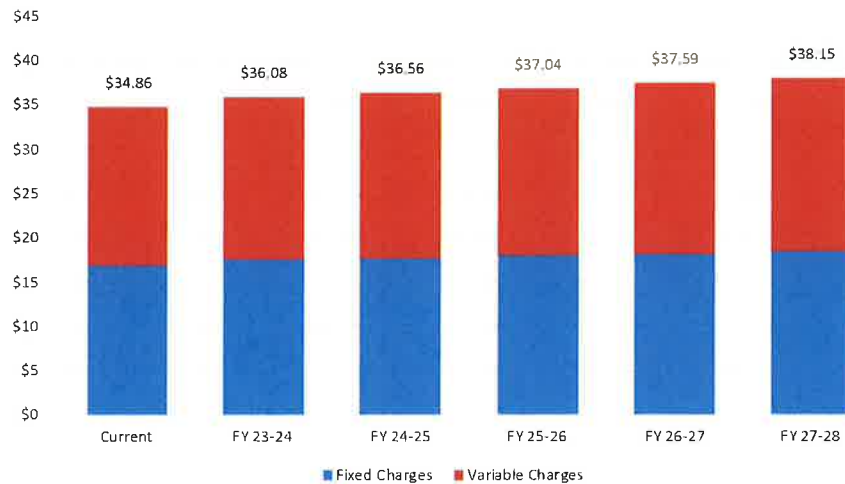
Table ES-3 presents the impacts to Firebaugh single-family residential bills from the proposed water rates assuming an effective date of May 1, 2024. The table shows that the water bill of an average single-family residential customer using 10 thousand gallons (kgal) monthly will increase from \$34.86 to \$36.08, an increase of \$1.22, or 3.5 percent. The May 1, 2024 percentage increase of 3.5 percent differs from the overall revenue increase of 1.4 percent due to cost of service adjustments in this first year. The percent increase in water bills subsequent to the first year follows the percent increases in the financial plan in Table 12.

Table ES-3
Comparison of Current Single-family Residential Monthly Bills with Proposed Bills Using May 2024 Water Rates

Description	Use (Kgal)	Current Bill			Proposed Bill			Percent Change
		Service Charge	Volume Charge	Current Bill	Service Charge	Volume Charge	Proposed Bill	
	0	\$16.96	\$0.00	\$16.96	\$17.61	\$0.00	\$17.61	3.8%
Very Low	3	\$16.96	\$5.01	\$21.97	\$17.61	\$5.28	\$22.89	4.2%
Low	5	\$16.96	\$8.35	\$25.31	\$17.61	\$8.80	\$26.41	4.3%
Median	8	\$16.96	\$13.76	\$30.72	\$17.61	\$14.37	\$31.98	4.1%
Average	10	\$16.96	\$17.90	\$34.86	\$17.61	\$18.47	\$36.08	3.5%
High	20	\$16.96	\$42.10	\$59.06	\$17.61	\$41.02	\$58.63	-0.7%
	30	\$16.96	\$69.80	\$86.76	\$17.61	\$65.62	\$83.23	-4.1%
Very High	50	\$16.96	\$125.20	\$142.16	\$17.61	\$114.82	\$132.43	-6.8%

Table ES-4 provides how SFR water bills with a 1-inch and smaller meter size using the monthly average consumption of 10 kgal will escalate over time with implementation of the proposed rates from Table ES-1 and ES-2.

Table ES-4
Current and Future Single-family Residential Monthly Water Bills at 10 kgal



SFR Charges	Current	Proposed				
		Apr 1, 2024	Jan 1, 2025	Jan 1, 2026	Jan 1, 2027	Jan 1, 2028
Fixed Charges	\$16.96	\$17.61	\$17.86	\$18.11	\$18.36	\$18.62
Variable Charges	\$17.90	\$18.47	\$18.70	\$18.93	\$19.23	\$19.53
Total Charges	\$34.86	\$36.08	\$36.56	\$37.04	\$37.59	\$38.15
Dollar Change		\$1.22	\$0.48	\$0.48	\$0.55	\$0.56
Percent Change		3.5%	1.3%	1.3%	1.5%	1.5%

Water Rate Survey

Chart ES-1 has been prepared to compare the City's single-family residential water bill with water bills of other communities at the same consumption. The chart indicates that with the May 2024 water rates, a Firebaugh single-family residential customer with a monthly consumption of 10 thousand gallons (kgal) will experience a bill that is in the mid-range of the communities listed.

Chart ES-1
Survey of Single-family Residential Monthly Water Bills Using 10 kgal
For Rates in Effect November 2023



Note: Above table uses water rates in effect November 2023. The Firebaugh May 2024 bill is based on the rate structure and rates in Tables ES-1 and Table ES-2.

Wastewater Financial Plan

The revenue and revenue requirements of the wastewater system were identified and projected to create a forward-looking financial plan of the wastewater enterprise. Annual costs include O&M expense, capital replacement capital transfer for capital improvement funding, and debt service.

Future O&M expenses include the City's FY 2023-24 Budget expenses for the first year, and then applying inflation factors to budget year expenses to project future O&M expenses. An annual transfer for replacement capital is included in the financial plan that is estimated to equal 50 percent of annual depreciation. Debt service payments include the principal and interest related to the 2016A Sewer Revenue Refunding Bonds and Solar project payments.

The City has prepared a five-year capital improvement program (CIP) spending plan that lists projects for FY 2023-24 through FY 2027-28. Projects are non-specific and include annual wastewater system replacements. Over this period the City projects that it would spend approximately \$1.06 million.

An analysis of the financial plan was performed to determine the sufficiency of revenue, using the City's current wastewater rates, to meet the projected revenue requirements (costs) of the wastewater enterprise. The analysis indicated that the current level of revenue being received is sufficient to meet future obligations during the Study period. No revenue increases or rate changes are proposed for this Study. The wastewater financial plan is presented in Table 29.

Proposed Wastewater Rates

The proposed wastewater rates are the same as the current wastewater rates employed by the City. Table ES-5 presents the proposed wastewater fixed charges for the Study period.

Table ES-5
Proposed Wastewater Fixed Charges

Classification	Current Charge \$/month	Classification	Current Charge \$/month
SF & Mobile Homes	\$58.32	Hotels/Motels	\$24.84
MF <= 650 SF	48.30	Business Offices	55.73
MF > 650 SF	58.32	Churches	55.67
Cabins/Cottages	41.60	Car Washes	95.14
Guest Homes	41.60	Bars/Taverns	54.78
Travel Trailers	41.60	Outside SF and MH	58.32
SF Seniors	53.32	Headstart (Day Care Center)	1.14
Restaurants Up to 25	69.20	St. Joseph (Day Care Center)	1.17
Restaurants 26-50	155.96	West Hills Child Development	1.17
Restaurants 51-75	206.27	Public Housing Authority	58.32
Barb/Dry Clean/Retail	53.12	West Hills Community College	1.35
Laundries	316.88	F/B Las Deltas School District	1.35
Grocery (full with grinders)	80.76	Market/Laundry	598.45
Self Service	32.70	Toma-Tek (Domestic)	670.00
Auto Repair Shops	\$135.86	Storage	\$58.32

Septage Disposal	Current Charge	Septage Disposal	Current Charge
From (gallons)	To (gallons)	From (gallons)	To (gallons)
0	1,000	3,500	3,999
1,000	1,499	4,000	4,499
1,500	1,999	4,500	4,999
2,000	2,499	5,000	5,499
2,500	2,999	5,500	5,999
3,000	3,499	6,000	6,499
		Over	6,499

Wastewater Rate Survey

Chart ES-1 has been prepared to compare the City's single-family residential wastewater bill with wastewater bills of other communities at the same consumption. The chart indicates that with the May 2024 wastewater rates, a Firebaugh single-family residential customer with a monthly consumption of 10 thousand gallons (kgal) will experience a bill that is in the upper range of the communities listed.

Chart ES-2
Survey of Single-family Residential Monthly Wastewater Bills Using 10 kgal
For Rates in Effect November 2023



Note: Above table uses wastewater rates in effect November 2023. The Firebaugh May 2024 bill is based on the rate structure and rates in Tables ES-4.

Introduction

The City of Firebaugh (City) engaged Tuckfield & Associates to conduct a Water and Wastewater Rate Study (Study) for its water and wastewater enterprise systems. This Study includes development of pro forma statements of revenues and revenue requirements, analyses to determine the cost of providing service, and design of water and wastewater rates and charges for implementation.

Background

The City of Firebaugh, California is located in Fresno County approximately 46 miles west of the City of Fresno. The City provides water and wastewater service to a population of approximately 8,500 with a customer base consisting of residential, commercial, industrial, schools, and contract customers. The majority of customers are residential. Water and wastewater service are accounted for separately as enterprise funds of the City.

This City's water is supplied by 5 wells and one standby well. Water treatment facilities consist of two treatment sites located on opposite sides of the San Joaquin River. Wells No. 9, 10, and 13 discharge to treatment site No. 1 on the north side of the river while wells No. 7, 11, and 12 discharge to treatment site No. 2 on the south side. Water treatment includes chlorination and iron and manganese removal. Treated water is pressure filtered and stored in two 1.8 MG reservoirs, with one reservoir located at each site.

The water distribution system consists of booster pumps, a 0.5 MG reservoir, water mains ranging in size from 4 to 12 inches in diameter, valves, and metering of the City's customers. Each treatment site has one booster pump and a standby pump. Another booster pump is located at the 0.5 MG reservoir.

The City's wastewater is collected through a sewer system and is treated at wastewater facilities owned and operated by the City. The treatment facilities are aerated pond secondary treatment facilities covering 230 acres and designed for 1.5 mgd of capacity.

The City has a large wastewater industrial customer identified as Toma-Tek and is a tomato processor. The City and Toma-Tek have a contract for wastewater service where facilities have been constructed separately from the City's domestic waste to treat industrial tomato waste. The industrial treatment facility receives tomato processing wastewater generally during a 90-day processing season from late June through September each year. Under the contract terms, the City prepares an invoice for Toma-Tek for direct expenses plus overhead to operate the industrial wastewater treatment facility.

Objectives

The objectives of this Study are to (1) review the current and future financial status of the City's water and wastewater enterprises, (2) make any adjustments to the revenue being received to ensure that the financial obligations are being met now and in the future, including adequate reserves and debt service coverage, and (3) design rates that generate the required revenue while being fair and equitable for its customers.

Scope of the Study

This Study includes the findings and recommendations of analyzing the water and wastewater enterprise funds and financial status. Historical trends were analyzed from data supplied by the City showing the number of customers, water consumption volumes, revenue, and revenue requirements.

Revenue requirements of the enterprise systems include operation and maintenance expense, routine capital outlays, replacement transfers, debt service, and additions to reserves. Changing conditions such as additional facilities, system growth, employee additions/reductions, and non-recurring maintenance expenditures are recognized. Inflation for ongoing expenditures is included to reflect cost escalation.

The financial plan and rates developed herein are based on funding of the capital improvement plan as stated as well as estimates of operation and maintenance expenses developed from information provided by the City. Deviation from the financial plans, construction cost estimates and funding requirements, major operational changes, or other financial policy changes that were not foreseen, may result in the need for lower or higher revenue than anticipated.

Assumptions

Assumptions and Planning Factors

Several assumptions were used to conduct the Study for the period FY 2023-24 to FY 2027-28. The assumptions were used for the projection of water and wastewater revenue and expense and include growth rates in customer accounts and annual consumption, interest earnings rate, expense inflation factors, and other assumptions. The assumptions and financial planning factors are provided in Table 1.

Table 1
Assumptions and Planning Factors

Description	Value
Single-family Residential Account growth [1]	0.5%
All Other Account growth [1]	0.0%
Interest earnings on fund reserves (annual)	2.0%
Cost Escalation	
Salaries (annual, [2])	4.0%
Benefits	8.0%
Electrical Power	4.0%
Chemicals	5.0%
All Other Operations & Maintenance	3.0%
Capital	3.0%

[1] Annualized growth in water accounts is based on historical information provided by the City.

[2] Personal services growth includes staffing, promotion, step increases, and inflation.

Water System Reserve Policy

The City does not currently have a written reserve policy, however goals for maintaining reserves for water and wastewater operations and capital spending have been discussed with the City and have been developed for use in this Study. A reserve policy provides a basis to deal with unanticipated reductions in revenues, changes in the costs of providing services, fixed asset repair and replacement, natural disaster, and other issues. It also provides guidelines to maintain the financial health and stability of the enterprise funds. The appropriate reserve types and the amount of reserves are discussed below.

Operating Reserve – The purpose of the Operating Reserve is to provide working capital to meet cash flow needs during normal operations and to support the operation, maintenance and administration of the utility. This reserve ensures that operations can continue should there be significant events that impact cash flows. The target balance to be maintained is established as 180 days of operation and maintenance expense.

Capital Replacement Reserve – The Capital Replacement Reserve is used to fund future replacement of assets and capital projects and to provide a cushion for inaccuracy in the long-range replacement program. The target reserve is set as equal to 50 percent of depreciation expense of each system.

Emergency Capital – The purpose of the emergency capital reserve is to provide funds for emergency repair and replacement in case of catastrophic loss in the enterprise system. The target balance is established as 3 percent of the value of capital assets of each system.

Water System Beginning Balances and Reserve Targets

As of June 30, 2023, the City's beginning water and wastewater system reserve balances are listed in the table below. The reserve balances are compared to the Target Reserves established for the City as discussed above. The reserve balances are used in the development of the financial plans for each of the water and wastewater systems with the intent to meet the Target Reserve during or by the end of the Study period.

Table 2
June 30, 2023 Estimated Beginning Reserve Balances and Reserve Targets

Reserve Type	Water		Wastewater	
	Reserve Balance	Reserve Target	Reserve Balance	Reserve Target
Operating Reserve	\$4,337,640	\$721,000	\$5,169,910	\$577,000
Capital Replacement Reserve	\$693,430	\$235,000	\$870,724	\$81,000
Capital Emergency Reserve	\$332,000	\$332,000	\$135,000	\$135,000
Total	\$5,363,070	\$1,288,000	\$6,175,634	\$793,000

Water Financial Planning

Financial planning for the water enterprise includes identifying and projecting revenues and revenue requirements for a five-year planning period. Estimates of revenue from various sources are compared with the projected revenue requirements of the water system. This comparison allows for the review of the adequacy of existing revenue to meet annual revenue requirements and provides the basis for any rate adjustments. New water rates and charges are designed to recover all of the City's annual operating and capital costs associated with the water system.

This section discusses current water rates, current user classifications, projected revenues and revenue requirements, capital improvement expenditures and financing sources, and proposed revenue adjustments.

Current Water Fixed and Variable Charges

The current water rates consist of fixed and variable charges to Non-industrial and Industrial customers. All Non-Industrial customers are charged a monthly fixed charge by meter size while Industrial customers are charged a fixed charge by meter size plus a minimum amount of consumption. Table 3 provides the current water fixed charges by customer class.

Table 3
Current Monthly Water Fixed Charges

Classification	Meter Size	Current July 1, 2023
Non-Industrial	5/8 & 3/4 inch	\$16.96
	1 inch	\$16.96
	1-1/2 inch	\$25.80
	2 inch	\$38.81
	3 inch	\$93.66
	4 inch	\$131.53
	6 inch	\$260.62
Industrial	2 inch	\$253.81
	3 inch	\$338.41
	4 inch	\$592.22
	6 inch	\$1,099.83
	14 inch	\$1,692.04

Variable charges include a three-tier rate structure for SFR customers; a uniform variable rate structure for MFR, Commercial, Industrial, Public Authority, Landscape; and a two-tier rate structure for Las Deltas customers. The current variable water charges are presented in Table 4.

Table 4
Current Monthly Water Variable Charges

Classification	Current July 1, 2023
	\$/kgal
Single-family Residential	
Tier 1 - 0 to 7 units	\$1.67
Tier 2 - 8 to 15 units	\$2.07
Tier 3 - Over 15 units	\$2.77
Multifamily Residential	\$1.86
Commercial	\$1.86
Industrial	\$3.33
Public Authority/Schools	\$1.86
Landscape	\$2.54
Las Deltas	
Tier 1 - 0 to 5,000 units	\$3.17
Tier 2 - Over 5,000 units	\$3.49

Water User Classifications

Number of Customers

Table 5 provides the historical and projected number of customers by classification. The City currently classifies customers as Single-family Residential, Multifamily Residential (including ≤3 units, ≥4 units, and mobile home), Commercial, Industrial, Public Authority, Landscape, and Las Deltas. The number of dwelling units is also provided.

Table 5
Historical and Projected Water Customers by Classification

Customer Class	Historical	Projected				
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Number of Accounts ^[1]						
Single-family Residential	1,713	1,722	1,731	1,740	1,749	1,758
Multifamily Residential	60	60	60	60	60	60
Commercial	130	130	130	130	130	130
Industrial	10	10	10	10	10	10
Public Authority/Schools	15	15	15	15	15	15
Landscape Irrigation	10	10	10	10	10	10
Las Deltas	101	101	101	101	101	101
Public Housing Authority	185	185	185	185	185	185
Total Accounts	2,224	2,233	2,242	2,251	2,260	2,269
Number of Dwelling Units						
Single-family Residential	1,713	1,722	1,731	1,740	1,749	1,758
Multifamily Residential	410	410	410	410	410	410
Senior Single-family Non-Metered	56	56	56	56	56	56
Public Housing Authority	185	185	185	185	185	185
Total Dwelling Units	2,364	2,373	2,382	2,391	2,400	2,409

[1] Single-family accounts are forecast to increase based on assumed growth rate from Table 1.

SFR customers account for more than 75 percent of the total customers served by the water system. Growth is projected to occur only in SFR accounts at 0.50 percent annually or about 8 accounts added each year, following the assumptions in Table 1.

Number of Water Meters

The majority of residential customers have meters that are 1-inch or smaller installed at the service location and 1-inch is the minimum size for installation for residential customers in the City's customer base. Table 6 provides a summary of the number of current and projected meters by size.

Table 6
Historical and Projected Number of Water Meters

Meter Size	Historical	Projected				
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Active Water Meters/Accounts ^[1]						
<= 1 inch	2,141	2,150	2,159	2,168	2,177	2,186
1-1/2 inch	25	25	25	25	25	25
2 inch	38	38	38	38	38	38
3 inch	9	9	9	9	9	9
4 inch	8	8	8	8	8	8
6 inch	2	2	2	2	2	2
14 inch	1	1	1	1	1	1
Total Accounts/Meters	2,224	2,233	2,242	2,251	2,260	2,269

[1] Information from City billing information.

Water Sales Volumes

Table 7 provides the historical and projected water sales volume by customer classification. Water sales volumes were projected by recognizing the growth in the number of accounts and the FY 2023-23 use per customer. Table 7 shows that the largest user of the water system is SFR, followed by the Industrial group as the second largest water consumer in terms of water sales volume.

Table 7
Historical and Projected Water Consumption (1,000 gal)

Description	Historical	Projected [1]				
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Single-family Residential	210,453	211,559	212,664	213,770	214,876	215,982
Multifamily Residential	40,804	40,804	40,804	40,804	40,804	40,804
Commercial	33,631	33,631	33,631	33,631	33,631	33,631
Industrial	190,115	190,115	190,115	190,115	190,115	190,115
Public Authority/Schools	5,674	5,674	5,674	5,674	5,674	5,674
Landscape Irrigation	26,702	26,702	26,702	26,702	26,702	26,702
Las Deltas	40,104	40,104	40,104	40,104	40,104	40,104
Public Housing Authority ^[2]	22,728	22,728	22,728	22,728	22,728	22,728
Total Projected Consumption	570,211	571,317	572,422	573,528	574,634	575,740

[1] Forecast assume use per customer from FY 22-23 applied to the projected number of customers.

[2] Forecast assumes the same use per customer of the Single-family Residential class.

Water Financial Plan

The financial plan provides the means of analyzing the revenue and revenue requirements of the water enterprise and its impact on reserves as well as the ability to fund on-going operation and maintenance expense and capital infrastructure requirements. This section of the Report discusses the projection of revenue, operation and maintenance expenses, capital improvement needs of the water system and its financing, debt service requirements, and revenue adjustments needed to maintain a sustainable water enterprise.

Revenues

The City receives operating and capital revenue from several sources. Operating revenue is received from rates and charges for water service. The revenue is projected by applying the current water rates to the projected number of accounts and consumption volume. Table 8 presents the projected fixed and variable charge revenue from current rates of the water system.

Table 8
Projected Rate-based Water Revenue Using Current Rates

Description	Projected				
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Water Service Revenues					
Fixed Charges [1]	\$549,987	\$551,819	\$553,650	\$555,482	\$557,314
Variable Charges [2]	1,398,848	1,401,051	1,403,257	1,405,461	1,407,666
Total Revenues From Current Rates	\$1,948,835	\$1,952,870	\$1,956,907	\$1,960,943	\$1,964,980

[1] Estimated FY 23-24 and forecast years' revenue calculated by multiplying current water service rate by the number of projected meters.

[2] Estimated FY 23-24 and forecast years' revenue calculated by multiplying projected water sales by the current variable rates.

Miscellaneous revenue received includes penalties/late fees, backflow prevention fees, water turn on/off fees, temporary hydrant charges, and other sources. Miscellaneous revenue is provided in Table 9.

Table 9
Projected Water Miscellaneous Revenue

Description	Projected				
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Backflow Prevention Program	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Miscellaneous Income	500	500	500	500	500
Water Turn On/Off	5,000	5,000	5,000	5,000	5,000
Water Service Hydrant	10,000	10,000	10,000	10,000	10,000
Total Miscellaneous Revenue	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000

Revenue Requirements

Revenue requirements of the water system include operation and maintenance expense, annual capital replacement for capital improvement funding, and existing debt service payments. Each of these items are discussed below.

Operation and Maintenance Expense

Operation and maintenance expenses (O&M) are an on-going obligation of the water system and such costs are normally met from water service revenue. O&M includes the cost to operate and maintain the water supply, reservoirs, and distribution system facilities. Costs also include technical services and other general and administrative expenses. O&M has been projected recognizing the major expense categories of personnel services, electric power expense, chemicals, purchased water, capital outlay, all other expenses following the inflation factors presented in Table 1. Table 10 provides a summary of the O&M expenses for the Study period.

Table 10
Budget and Projected Water Operation and Maintenance Expense

Description	Budget [1]	Projected			
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Personnel Services					
Salaries and Wages	\$365,950	\$380,588	\$395,811	\$411,644	\$428,110
Benefits	241,089	250,732	260,760	271,190	282,038
Total Personnel Services	\$607,039	\$631,320	\$656,571	\$682,834	\$710,148
Services and Supplies					
Chemicals	\$65,000	\$68,250	\$71,663	\$75,246	\$79,008
Electricity/Gas	220,000	228,800	237,952	247,470	257,369
Install Watr Mt	25,000	25,750	26,523	27,319	28,139
Equip/Facility Repair and Maintenance	137,025	141,136	145,370	149,731	154,223
Waterline Repair	30,000	30,900	31,827	32,782	33,765
Lab Analysis	19,000	19,570	20,157	20,762	21,385
All Other	339,470	349,655	360,145	370,951	382,081
Total Services and Supplies	\$835,495	\$864,061	\$893,637	\$924,261	\$955,970
Total Operation and Maintenance Expense	\$1,442,534	\$1,495,381	\$1,550,208	\$1,607,095	\$1,666,118

[1] From City provided information.

Capital Replacement Transfer

Water line replacements occur on an annual basis for most water systems. The City plans for water line replacements in its capital planning and these replacements occur from time to time during the fiscal year. An annual amount is transferred from the operating fund to the capital fund to aid in funding these replacements. The amount is approximately equal to 50 percent of depreciation expense.

Existing Debt Service

The City has outstanding debt that includes two separate bond issues and a solar project payment. The bond issues consist of the 2013 and the 2016 Revenue Refunding Bond obligations. The 2013 Revenue Refunding debt has annual debt service payments of about \$120,000 and will be retired in 2031. The 2016 Revenue Refunding debt has annual debt service payments of about \$200,000 and will be retired in 2046. The solar project debt has payments of about \$190,000 and will be retired in 2039.

Water Capital Improvement Program

The City has developed a capital improvement program (CIP) spending plan for FY 2023-24 through FY 2027-28 presented in Table 11. The improvements include water line replacements, well rehabilitation, well filters, water meters, and other replacements. Over this period, it is planned that the City would spend about \$1.76 million in water capital improvement projects. The water CIP is funded through the annual capital replacement transfer and water fund reserves.

Table 11
Water Capital Improvement Plan

Description	Projected				
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Current Capital Improvement Projects (CIP) [1]					
Leaky Pipes Replacement	\$520,000	\$0	\$0	\$0	\$0
Well Rehabilitation	150,000	154,500	159,100	-	-
Well Filters	-	-	-	546,400	-
Water Plant Recycling Pond Expansion	-	-	-	-	-
Water Infrastructure Master Plan	-	123,600	-	-	-
Water Meters	20,000	20,600	21,200	21,900	22,500
Total Water CIP	\$690,000	\$298,700	\$180,300	\$568,300	\$22,500

[1] From discussions with City staff.

Water Financial Plan

A financial plan has been prepared that includes the revenues and revenue requirements that were identified for the water system and is presented in Table 12. The plan incorporates specific financial planning criteria to provide guidance to maintain the health of the water utility on an on-going basis. The criteria included the following.

- Generate positive levels of income in each year of the Study period
- Maintain the operating and capital reserves at or greater than target levels
- Maintain debt service coverage ratios at or greater than the minimum required
- Meet annual capital replacement spending from annual revenue and capital reserves

Proposed Revenue Adjustments

Table 12 provides the annual increases recommended to meet the financial planning criteria for the five-year Study period. The financial plan indicates that revenue increases of 1.4 percent are required beginning May 1, 2024, and on each January 1 thereafter for the remainder of the Study period. The increases are necessary to meet the planning criteria discussed above.

Table 12
Water Financial Plan

Description	Projected				
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Proposed Revenue Increase (May 1)	1.4%				
Proposed Revenue Increase (January 1)		1.4%	1.4%	1.4%	1.4%
Revenue					
Rate-based Revenues, Existing Rates [1]	\$1,948,835	\$1,952,870	\$1,956,907	\$1,960,943	\$1,964,980
Total Additional Water Sales Revenue [2]	2,274	38,891	66,914	95,444	124,489
Miscellaneous Income	17,000	17,000	17,000	17,000	17,000
Interest Income [3]	101,500	93,700	90,500	84,200	78,700
Total Revenue	\$2,069,609	\$2,102,461	\$2,131,321	\$2,157,587	\$2,185,169
Operating Expenses					
O&M and Capital Outlay	\$1,442,534	\$1,495,381	\$1,550,208	\$1,607,095	\$1,666,118
Capital Replacement Transfer	235,200	235,200	235,200	235,200	235,200
2016 Revenue Refunding Bonds	201,838	204,138	201,288	203,438	204,438
2013 Revenue Refunding Bonds	121,929	122,837	118,608	119,118	124,118
Solar Project Internal Lease Payment	190,037	187,698	188,211	188,637	189,034
Net Funds Available Before Capital	\$2,191,538	\$2,245,254	\$2,293,514	\$2,353,487	\$2,418,907
Capital Sources and Uses of Funds					
Capital Replacement Transfer	\$235,200	\$235,200	\$235,200	\$235,200	\$235,200
Water Capital Improvements	(\$690,000)	(\$298,700)	(\$180,300)	(\$568,300)	(\$22,500)
Net Capital Spending	(\$454,800)	(\$63,500)	\$54,900	(\$333,100)	\$212,700
Net Funds Available After Capital	(\$576,729)	(\$206,293)	(\$107,293)	(\$529,000)	(\$21,038)
Available Reserves					
Beginning available reserves [4]	\$5,363,070	\$4,786,341	\$4,580,048	\$4,472,755	\$3,943,755
Additions (reductions)	(576,729)	(206,293)	(107,293)	(529,000)	(21,038)
Ending available reserves	\$4,786,341	\$4,580,048	\$4,472,755	\$3,943,755	\$3,922,716
Target Reserves [5]	\$1,288,000	\$1,315,000	\$1,342,000	\$1,371,000	\$1,400,000
Above (below) Target	\$3,498,341	\$3,265,048	\$3,130,755	\$2,572,755	\$2,522,716
Debt Service Coverage					
Net Revenues	\$627,075	\$607,080	\$581,113	\$550,492	\$519,051
Annual Debt Service [6]	\$323,767	\$326,975	\$319,895	\$322,555	\$328,555
Coverage	194%	186%	182%	171%	158%

[1] Projected water sales revenues using July 1, 2015 water rates.

[2] Additional revenue from rate adjustments.

[3] Interest earnings on the average fund balance calculated at 2.00%.

[4] The available FY 23-24 reserve balance provided by the City. Includes Operating, Capital, and Emergency reserves.

[5] Target Reserves includes Operating, Capital, and Emergency reserves.

[6] Includes 2016 Revenue Refunding Bonds and 2013 Revenue Refunding Bonds.

A graphical depiction of the revenue and revenue requirements from Table 12 are presented in Figure 1, however is extended for a ten-year period. Revenue using the current rates is shown as the black line while revenue with revenue adjustments is shown as the green line. The blue column represents O&M expense, the yellow column represents capital spending, and the orange column represents total debt service payments. Figure 1 shows that the revenue increases outlined in Table 12 are necessary to meet revenue requirements, fund the CIP program, maintain the operating and capital reserves, and meet minimum debt service coverage

ratios required by debt covenants. The figure assumes that the annual revenue increases of 1.4 percent for the first five years continue for the remainder of the Study period.

Figure 1
Water Financial Plan
Comparison of Revenue with Revenue Requirements

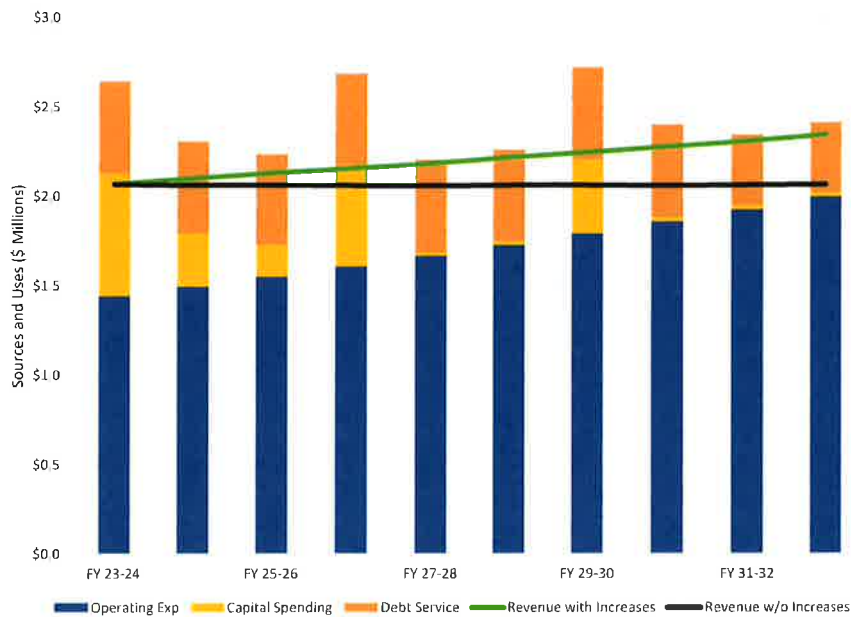
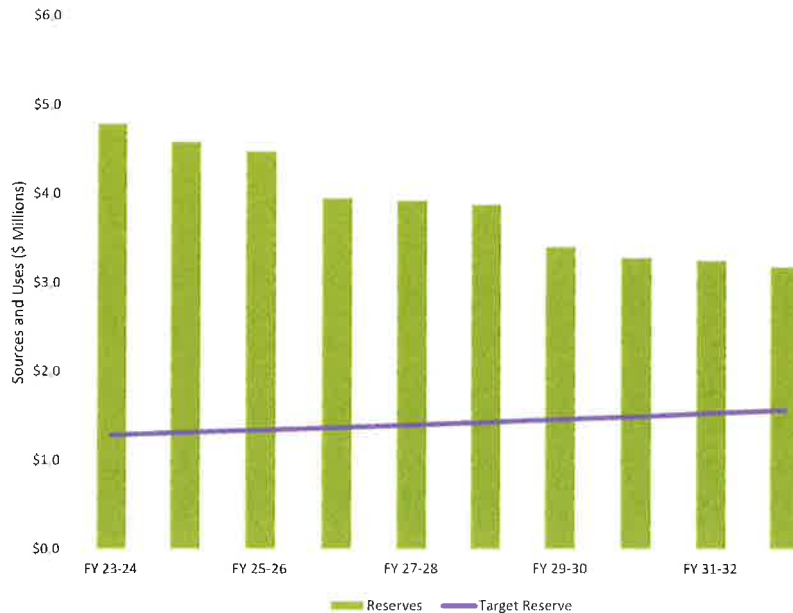


Figure 2 shows a graphical depiction of the operating and capital reserves of the water enterprise in comparison to the established Target reserves. The purple line represents the Target Reserve level while the green column indicates the reserve balance at the end of year. The figure shows that the water fund reserve balance (green column) decreases annually, however remains above the Target reserve level in all years.

Figure 2
Water Reserves versus Target Reserves



Water Cost of Service

This section of the report discusses the allocation of the water system's operating and capital costs to customer classifications. Establishing rates in California requires that the agency responsible for imposing property-related fees create a nexus between the cost of providing service and the rates to be imposed.

Industry Methodology

This Study uses methodologies from the American Water Works Association (AWWA) to allocate costs in an appropriate manner. AWWA is an industry trade organization providing guidance on operations and management of water utilities. General principles are provided to assist agencies with the design of water rates such that the rates may be consistent with local requirements while also recognizing state laws and legal framework. The AWWA guidelines have been used to conduct this water study and have been used in the design of the City's water rates while also following Proposition 218 and the San Juan Capistrano court decision.

The annual costs of providing water service from the financial plan are allocated to cost components according to industry standards provided in the American Water Works Association (AWWA) Manual M1. The methodology provides the basis to design rates to generate adequate revenue to meet estimated annual revenue requirements from the financial plan. Costs are then recovered through the most appropriate revenue mechanism, including fixed charges and variable charges.

Costs of Service to be Allocated

The annual cost of service consists of O&M expenses and capital costs of the water system. O&M expenses include costs related to water distribution, maintenance of the facilities, and general and administrative costs. Capital costs include annual capital replacement and existing debt service discussed in the financial plan.

To design rates for the water system, costs need to first be allocated to water system cost component based on the operating characteristics and design of the water system facilities. Cost allocations consider the average quantity of water consumed as well as the peak rate at which water is consumed. The water system is designed to serve average and peak demands, and costs that are related to serving average and peak demands are allocated in a manner such that they may be recovered appropriately.

The cost allocation components for water service are Water Supply, Delivery, Peaking, Meters and Services, and Customer. A five-year average of the operating and capital costs of the water system are assigned to each of these parameters. The result is a percentage allocation of the annual costs of service to each cost component which is then applied to the annual revenue requirement. The total cost to be recovered from the users of the water system by cost component for FY 2023-24 is presented in Table 13.

Table 13
Allocation of Water Revenue Requirements to Cost Component

Description	5-Year Average	Water Supply	Fixed Delivery	Peaking		Customer		
				Max Day	Max Hour	Meters/Serv	Customer	
Operation and Maintenance								
Personnel Series	\$657,583	\$0	\$173,490	\$173,490	\$60,722	\$151,244	\$98,637	
Materials and Supplies	110,565	71,833	15,323	15,323	5,363	-	2,724	
Insurance	110,484	-	39,962	39,962	13,987	-	16,573	
Electricity	238,318	214,486	-	-	23,832	-	-	
Repair/Maintenance	177,352	-	75,469	75,469	26,414	-	-	
Professional Fees	152,096	-	55,013	55,013	19,255	-	22,814	
Service Agreements	40,774	-	14,748	14,748	5,162	-	6,116	
Meter Installations	26,546	-	-	-	-	26,546	-	
All Other	38,551	-	14,535	14,535	5,087	-	4,395	
Total Average O&M	\$1,552,269	\$286,319	\$388,539	\$388,539	\$159,823	\$177,790	\$151,259	
Capital Costs								
Capital Replacement Transfer	\$235,200	\$0	\$100,085	\$100,085	\$35,030	\$0	\$0	
2016 Revenue Refunding Bonds	203,028	-	86,394	86,395	30,239	-	-	
2013 Revenue Refunding Bonds	\$121,322	\$0	\$51,626	\$51,626	\$18,069	\$0	\$0	
Solar Project Internal Lease Payment	188,723	-	80,308	80,308	28,108	-	-	
Total Average Capital	\$748,273	\$0	\$318,413	\$318,413	\$111,446	\$0	\$0	
Total 5-yr Average Revenue Requirement	\$2,300,542	\$286,319	\$706,952	\$706,953	\$271,269	\$177,790	\$151,259	
Percentage Allocation		12.4%	30.7%	30.7%	11.8%	7.7%	6.6%	
	Fiscal Year	Total Revenue Requirement	Water Supply	Fixed Delivery	Peaking Max DayMax Hour		Customer Meters/ServCustomer	
	FY 23-24	\$1,976,119	\$245,942	\$607,257	\$607,258	\$233,015	\$152,718	\$129,928

Water Rate Design

The cost of service analyses described in the previous section provides the basis for water rate design. The emphasis on the design of rates is to achieve fairness and ensure that each customer class pays its fair share of costs. Rates should be simple to administer, easy to understand, and comply with regulatory requirements. This section describes how water rates and charges are designed and includes the proposed schedule of water rates for implementation.

Proposed Rate Structure

The proposed water rate structure is the same as the current rate structure. It includes a fixed charge by meter size for all customers and variable charges for water consumption.

Proposed Fixed Charges

The proposed fixed charges recover the Customer and Meters and Services costs of service identified from Table 13 and a portion of Peaking costs (capacity) that is reserved for fire protection. Customer costs are recovered based on the number of bills issued while Meters and Services costs are recovered based on meter and service ratios provided by AWWA. Peaking costs are recovered on meter capacity ratios.

Table 14 below presents the design of the proposed monthly fixed charges for customers for FY 2023-24. The proposed fixed charges generate about 25 percent of the revenue from water rates.

Table 14
Design of Water Fixed Charges

Customer Service Cost		FY 23-24
Customer Cost		\$129,928
Number of Bills		26,796
Customer Cost per Unit		\$4.85
Meters and Services Cost		FY 23-24
Meters and Services Cost		\$152,718
Number of Equivalent Meters & Services		29,770
Meters and Services Cost per Unit		\$5.13
Peaking Costs		FY 23-24
Peaking Cost		\$245,160
Number of Equivalent Meters		32,150
Peaking Cost per Unit		\$7.63
Base Fixed Charge - 5/8" thru 1"		\$17.61

Fixed charges for meter sizes greater than 1-inch are increased as shown below in Table 15 for FY 2023-24. The Meter and Services charge increases with meter and service cost ratios while the Peaking charge increases with meter capacity ratios. The Customer charge does not increase with meter size.

Table 15
Design of Water Fixed Charges by Meter Size

Meter Size inches	Meter & Service Ratio	Monthly Meter Charge	Meter Capacity Ratio	Monthly Capacity Charge	Monthly Customer Charge	Total Monthly Charge
5/8 & 3/4 inch	1.0	\$5.13	1.0	\$7.63	\$4.85	\$17.61
1 inch	1.0	\$5.13	1.0	\$7.63	\$4.85	\$17.61
1-1/2 inch	1.3	\$6.60	2.0	\$15.26	\$4.85	\$26.71
2 inch	2.1	\$10.63	3.2	\$24.42	\$4.85	\$39.89
3 inch	7.9	\$40.31	6.4	\$48.83	\$4.85	\$93.99
4 inch	10.0	\$51.30	10.0	\$76.30	\$4.85	\$132.45
6 inch	15.0	\$76.95	24.0	\$183.12	\$4.85	\$264.92

Industrial Fixed Charges. Fixed charges for Industrial customers are established such that they include a monthly volume by meter size charged at the average water system consumption rate. The volume is included in the fixed charge to recognize the seasonal nature of this type of water service and stabilize the revenue stream. Table 15 provides the monthly fixed charges applicable to Industrial customers only.

Table 16
Design of Industrial Fixed Charges

Meter Size	Volume Included in Fixed Charge	Average Volume Charge	Charge for Volume in Fixed Charge
2 inch	75	\$3.52	\$264.15
3 inch	100	\$3.52	\$352.19
4 inch	175	\$3.52	\$616.34
6 inch	325	\$3.52	\$1,144.63
14 inch	500	\$3.52	\$1,760.97

Proposed Variable Charges

Variable charges are designed to recover the Water Supply, Delivery, and that portion of Peaking costs that were not recovered in the fixed charges. Consumption and peaking characteristics of water system customers were analyzed to allocate costs to customer classification as well as between each SFR tier.

Water Supply Costs. The City's water supply source consists of groundwater. Water supply costs are shared uniformly by all customers of the system.

Delivery Costs. Delivery costs are operating and capital costs of the water system related to delivering water to all customers at an average rate of use. Delivery costs tend to vary with the total quantity of water consumed under average-load conditions. These costs are also shared uniformly by all customers of the water system.

Peaking Costs. Peaking costs are costs associated with meeting peak demand rates of use requirements of the water system and include operating and capital costs beyond that required for average rates of use. Water system facilities are designed to meet peak characteristics and are apportioned to customer classes based on their system use characteristics. Peaking costs may be assigned to tiers in a tiered-rate structure based on the customers within the tier that are causing the peak demand.

Proposed Single-family Residential Variable Charges

No changes are proposed for the SFR water rate structure. Tier 1 is defined as consumption to provide basic indoor water use and is based on an assumed 4 persons per household (pph) using 55 gallons per capita per day (gpcd) resulting in a Tier 1 breakpoint of 7 kgal ($4 \text{ pph} \times 55 \text{ gpcd} \times 365 \text{ days} \div 1,000 \text{ gal} \div 12 \text{ billing periods}$). Tier 2 is defined as consumption related to outdoor water use and is all water consumed beyond Tier 1 and below Tier 3. Tier 3 is defined as excessive use beyond Tier 2. The Tier 3 breakpoint is defined as the SFR summer peak demand, determined from billing information to be 15 HCF.

Table 17 provides a summary of the variable rate components applicable to the SFR classification consisting of Water Supply, Delivery, and Peaking costs. For SFR, peaking costs are allocated to the defined tiers based on the peaking factors of that occur from customers within the tiers based on the tier break points discussed above. Tier 1 is considered to have a peaking factor of 1.0, Tier 2 and Tier 3 have peaking factors that reflect the average use per customer within these tiers as a ratio to Tier 1.

The sum of the three component's unit rates equals the water rates in the tiers for the SFR classification. Table 17 sums the Water Supply, Delivery, and Peaking unit rates at the bottom of the table and provides the resulting water rates by tier. Each customer class pays for the same Water Supply and Delivery costs per kgal, however each class pays for their individual peaking requirements and associated costs.

Table 17
Design of Single-family Residential Tiered Rate Structure

Water Supply Component of Commodity Charge						
Line No.	Tier	Tier Range	Consumption	% Share	Base Costs	Unit Rate
1	Tier 1	0 - 7	110,341	52.2%	\$47,338	\$0.43
2	Tier 2	8 - 15	61,192	28.9%	\$26,252	\$0.43
3	Tier 3	Over 15	40,026	18.9%	\$17,172	\$0.43
4			211,559	100.0%	\$90,762	

Delivery Supply Component of Commodity Charge						
Line No.	Tier	Tier Range	Consumption	% Share	Base Costs	Unit Rate
5	Tier 1	0 - 7	110,341	52.2%	\$116,883	\$1.06
6	Tier 2	8 - 15	61,192	28.9%	\$64,820	\$1.06
7	Tier 3	Over 15	40,026	18.9%	\$42,399	\$1.06
8			211,559	100.0%	\$224,101	

Peaking Component of Commodity Charge						
Line No.	Tier	Tier Range	Peaking Factor	Weighted Consumption	Peaking Costs	Unit Rate
9	Tier 1	0 - 7	1.00	110,341	\$30,517	\$0.28
10	Tier 2	8 - 15	2.03	124,204	\$34,351	\$0.56
11	Tier 3	Over 15	3.51	140,368	\$38,821	\$0.97
12				374,913	\$103,689	

Sum of Commodity Charge Components						
Line No.	Tier	Tier Range	Water Supply	Delivery	Peaking Rate	Total Rate in Tier
13	Tier 1	0 - 7	\$0.43	\$1.06	\$0.28	\$1.76
14	Tier 2	8 - 15	\$0.43	\$1.06	\$0.56	\$2.05
15	Tier 3	Over 15	\$0.43	\$1.06	\$0.97	\$2.46

Proposed Non-Residential and Landscape Variable Charges

For the other customer classes of Non-Residential and Landscape Irrigation, it is proposed that these classes have an individual uniform volume rate structure that recognizes a blending of the three components of Water Supply, Delivery, and Peaking costs. However, the Non-Residential and Landscape Irrigation classifications will each recognize the individual peaking characteristics of its class in their variable rate. A uniform variable rate structure is recommended for these classes as the Non-Residential customers are intended to have separate Landscape Irrigation meters. Table 18 provides the water rates for these customers.

Table 18
Design of Non-residential and Landscape Irrigation Volume Charges

Classification	Water Supply	Delivery	Peaking	Total Costs	Volume kgal	Uniform Rate \$/kgal
Non-residential	\$34,368	\$84,858	\$42,560	\$161,786	80,109	\$2.02
Irrigation	\$11,456	\$28,285	\$30,282	\$70,023	26,702	\$2.62

Proposed Industrial Variable Charges

For Industrial customers, the variable charge is calculated by dividing the costs that were not recovered in the fixed charges by Industrial consumption. The revenue collected through the proposed monthly service charges are subtracted from the total allocated cost to Industrial customers. This remaining cost is divided by Industrial water sales to calculate the variable charge for this customer group. Table 19 provides the variable charge for Industrial customers.

Table 19
Design of Industrial Volume Charge

Meter Size	Industrial Fixed Charge	Industrial					
		Number of Bills	Industrial Equiv Meters	Service Charge Revenue	Volume Charge Revenue	Volume [1]	Volume Charge Rate
2 inch	\$264.15	36	10	\$9,509	\$	1,000 gal	\$/1,000 gal
3 inch	\$352.19	36	19.2	\$12,679			
4 inch	\$616.34	24	20	\$14,792			
6 inch	\$1,144.63	12	24.0	\$13,736			
14 inch	\$1,760.97	12	172.0	\$21,132			
Total		120	244.8	\$71,848	\$620,127	177,687	\$3.49

[1] Remaining volume not included in fixed charge.

Proposed Water Rates

Tables 20 and 21 present the proposed fixed charges and variable charges respectively for the water system for the next five years. Table 20 includes the current fixed charges, fixed charges for May 1, 2024 developed in the tables above including the Industrial fixed charges, and the future fixed charges for implementation beginning on January 1, 2025 and each January 1 through FY 2027-28. Water fixed charges beyond May 1, 2024 are increased by the percentages shown in the financial plan in Table 12.

Table 20
Proposed Water Fixed Charges

Classification	Current Rate	May 1, FY 23-24	January 1, FY 24-25	January 1, FY 25-26	January 1, FY 26-27	January 1, FY 27-28
All Customers Except Industrial		Fixed Charge (\$ per month)				
Meter Size						
<= 1 inch and smaller	\$16.96	\$17.61	\$17.86	\$18.11	\$18.36	\$18.62
1-1/2 inch	\$25.80	\$26.71	\$27.08	\$27.46	\$27.84	\$28.23
2 inch	\$38.81	\$39.89	\$40.45	\$41.02	\$41.59	\$42.17
3 inch	\$93.66	\$93.99	\$95.31	\$96.64	\$97.99	\$99.36
4 inch	\$131.53	\$132.45	\$134.30	\$136.18	\$138.09	\$140.02
6 inch	\$260.62	\$264.92	\$268.63	\$272.39	\$276.20	\$280.07
Industrial						
	Included Volume					
2 inch	75	\$253.81	\$264.15	\$267.84	\$271.59	\$275.39
3 inch	100	\$338.41	\$352.19	\$357.12	\$362.12	\$367.19
4 inch	175	\$592.22	\$616.34	\$624.97	\$633.72	\$642.59
6 inch	325	\$1,099.83	\$1,144.63	\$1,160.66	\$1,176.91	\$1,193.39
14 inch	500	\$1,692.04	\$1,760.97	\$1,785.62	\$1,810.62	\$1,835.97
Public Housing Authority		\$39.04	\$39.56	\$40.11	\$40.67	\$41.24

Table 21 provides the proposed variable charges for the water system. The table includes the current variable charges by rate tier, the variable charges proposed for May 1, 2024 developed in the Study, and the future variable charges for implementation beginning on January 1, 2025 and each January 1 through FY 2027-28. Water variable charges beyond May 1, 2024 are increased by the percentages shown in the financial plan in Table 12.

Table 21
Proposed Water Variable Charges

Classification	Current Rate	May 1, FY 23-24	January 1, FY 24-25	January 1, FY 25-26	January 1, FY 26-27	January 1, FY 27-28
Variable Charge (\$ per 1,000 gal)						
Single-family Residential						
Tier 1 - 0 to 7 units	\$1.67	\$1.76	\$1.78	\$1.80	\$1.83	\$1.86
Tier 2 - 8 to 15 units	\$2.07	\$2.05	\$2.08	\$2.11	\$2.14	\$2.17
Tier 3 - Over 15	\$2.77	\$2.46	\$2.49	\$2.52	\$2.56	\$2.60
Multifamily Residential	\$1.86	\$2.02	\$2.05	\$2.08	\$2.11	\$2.14
Commercial	\$1.86	\$2.02	\$2.05	\$2.08	\$2.11	\$2.14
Industrial (Charge Over Included Volume)	\$3.33	\$3.49	\$3.54	\$3.59	\$3.64	\$3.69
Public Authority/Schools	\$1.86	\$2.02	\$2.05	\$2.08	\$2.11	\$2.14
Landscape Irrigation	\$2.54	\$2.62	\$2.66	\$2.70	\$2.74	\$2.78
Las Deltas [1]						
Tier 1 - 0 to 5000 units	\$3.17	\$3.21	\$3.25	\$3.30	\$3.35	\$3.40
Tier 2 - 5001 and Over	\$3.49	\$3.54	\$3.59	\$3.64	\$3.69	\$3.74

[1] Contract rate.

Water Bill Impacts

An impact analysis was performed to evaluate the change in Firebaugh single-family customer bills that would occur from the implementation of the proposed water rates for May 2024. The impacts are provided in Table 22.

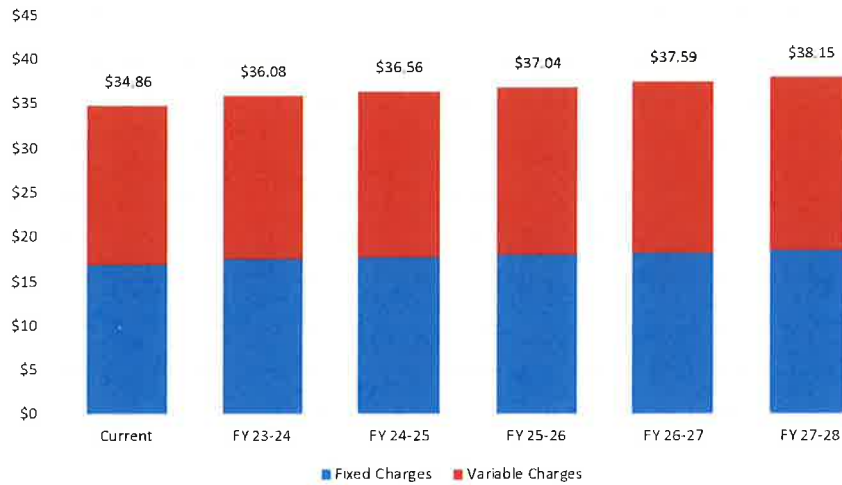
For an average single-family customer with a 1-inch or smaller meter size using 10 thousand gallons (kgal) monthly, the bill will increase from \$34.86 to \$36.08, and increase of \$1.22 or 3.5 percent. The May 1, 2024 percentage increase of 3.5 percent differs from the overall revenue increase of 1.4 percent from the financial plan due to cost of service adjustments in this first year. Percent increases in rates subsequent to the first year increase at the percentages in the financial plan in Table 12.

Table 22
Comparison of Current Single-family Residential Monthly Bill with
Proposed Bill Using May 2024 Water Rate Structure and Rates

Description	Use (Kgal)	Current Bill			Proposed Bill			Change	Percent Change
		Service Charge	Volume Charge	Current Bill	Service Charge	Volume Charge	Proposed Bill		
	0	\$16.96	\$0.00	\$16.96	\$17.61	\$0.00	\$17.61	\$0.65	3.8%
Very Low	3	\$16.96	\$5.01	\$21.97	\$17.61	\$5.28	\$22.89	\$0.92	4.2%
Low	5	\$16.96	\$8.35	\$25.31	\$17.61	\$8.80	\$26.41	\$1.10	4.3%
Median	8	\$16.96	\$13.76	\$30.72	\$17.61	\$14.37	\$31.98	\$1.26	4.1%
Average	10	\$16.96	\$17.90	\$34.86	\$17.61	\$18.47	\$36.08	\$1.22	3.5%
High	20	\$16.96	\$42.10	\$59.06	\$17.61	\$41.02	\$58.63	(\$0.43)	-0.7%
	30	\$16.96	\$69.80	\$86.76	\$17.61	\$65.62	\$83.23	(\$3.53)	-4.1%
Very High	50	\$16.96	\$125.20	\$142.16	\$17.61	\$114.82	\$132.43	(\$9.73)	-6.8%

Table 23 provides how SFR water bills with a 1-inch or smaller meter size using the average monthly consumption of 10 HCF will increase over time with implementation of the proposed water rates from Tables 20 and 21.

Table 23
Current and Future Single-family Residential Monthly Water Bills
with 1-inch meter Size at 10 kgal



SFR Charges	Current	Proposed				
		Apr 1, 2024	Jan 1, 2025	Jan 1, 2026	Jan 1, 2027	Jan 1, 2028
Fixed Charges	\$16.96	\$17.61	\$17.86	\$18.11	\$18.36	\$18.62
Variable Charges	\$17.90	\$18.47	\$18.70	\$18.93	\$19.23	\$19.53
Total Charges	\$34.86	\$36.08	\$36.56	\$37.04	\$37.59	\$38.15
Dollar Change		\$1.22	\$0.48	\$0.48	\$0.55	\$0.56
Percent Change		3.5%	1.3%	1.3%	1.5%	1.5%

Water Rate Survey

A water rate survey was conducted for neighboring communities to the City of Firebaugh. Chart 1 compares the estimated average Firebaugh single-family residential monthly water bill with those of neighboring communities at the same consumption of 10 thousand gallons (kgal) monthly. The rate survey includes rate schedules in effect November 2023.

Water bills for the City of Firebaugh are shown using the current rates and the proposed rates from Tables 20 and 21 for implementation May 2024. The chart indicates that with the proposed May 1, 2024 water rates, a City of Firebaugh single-family residential customer with a monthly consumption of 10 thousand gallons (kgal) will experience a bill that is in the mid-range of the communities listed.

Chart 1
Survey of Single-family Residential Monthly Water Bills Using 10 kgal
For Rates in Effect November 2023



Note: Above table uses water rates in effect November 2023. The Firebaugh May 2024 bill is based on the rate structure and rates in Tables 21 and 22.

Wastewater Financial Planning

Financial planning for the wastewater enterprise includes identifying and projecting revenues and revenue requirements of the wastewater system for a five-year planning period. Estimates of revenue from various sources are compared with the projected revenue requirements. This comparison allows the review of the adequacy of existing revenue to meet annual obligations and provide the basis for revenue adjustments. Wastewater rates and charges are designed to recover the City's annual operating and capital costs associated with the wastewater system.

This section discusses the current wastewater rates, user classifications, revenues and revenue requirements, planned capital improvement expenditures and financing sources, and proposed revenue adjustments.

Current Wastewater Fixed and Variable Charges

The current wastewater rates consist of fixed charges to all classifications and separate septage disposal charges. MFR, Cabins/Cottages, Guest Homes, and Travel Trailers customers are charged less than SFR, reflecting a lower discharge volume than SFR. Non-Residential customers are classified into one of many classifications. The current rates are presented in Table 24.

Table 24
Current Wastewater Fixed Charges and Septage Disposal Charges

Classification	Current Charge \$/month	Classification	Current Charge \$/month
SF & Mobile Homes	\$58.32	Hotels/Motels	\$24.84
MF <= 650 SF	48.30	Business Offices	55.73
MF > 650 SF	58.32	Churches	55.67
Cabins/Cottages	41.60	Car Washes	95.14
Guest Homes	41.60	Bars/Taverns	54.78
Travel Trailers	41.60	Outside SF and MH	58.32
SF Seniors	53.32	Headstart (Day Care Center)	1.14
Restaurants Up to 25	69.20	St. Joseph (Day Care Center)	1.17
Restaurants 26-50	155.96	West Hills Child Development	1.17
Restaurants 51-75	206.27	Public Housing Authority	58.32
Barb/Dry Clean/Retail	53.12	West Hills Community College	1.35
Laundries	316.88	F/B Las Deltas School District	1.35
Grocery (full with grinders)	80.76	Market/Laundry	598.45
Self Service	32.70	Toma-Tek (Domestic)	670.00
Auto Repair Shops	\$135.86	Storage	\$58.32

Septage Disposal	Current Charge	Septage Disposal	Current Charge
From (gallons)	To (gallons)	From (gallons)	To (gallons)
0	1,000	3,500	3,999
1,000	1,499	4,000	4,499
1,500	1,999	4,500	4,999
2,000	2,499	5,000	5,499
2,500	2,999	5,500	5,999
3,000	3,499	6,000	6,499
		Over	6,499

Wastewater User Classifications

Number of Customers

The City currently classifies wastewater customers as Single-family Residential, various Multiunit categories, and into one of many non-residential classifications. Residential accounts (SFR, MF, Cabins/Cottages, Travel Trailers, and SFR senior) consist of about 90 percent of the total customers served by the wastewater system. Residential accounts and dwelling units are projected to grow at a rate of 0.50 percent annually following the assumptions listed in Table 1. Table 25 provides the historical and projected number of customers and dwelling units by classification.

Table 25
Historical and Projected Wastewater Customers by Classification

Customer Class	Historical	Projected				
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Number of Accounts						
SF & Mobile Homes [1]	1,609	1,617	1,625	1,633	1,641	1,649
MF <= 650 SF [1]	18	18	18	18	18	18
MF > 650 SF [1]	30	30	30	30	30	30
Cabins/Cottages [1]	1	1	1	1	1	1
Travel Trailers [1]	3	3	3	3	3	3
SF Seniors [1]	49	49	49	49	49	49
Restaurants Up to 25	7	7	7	7	7	7
Restaurants 26-50	5	5	5	5	5	5
Restaurants 51-75	4	4	4	4	4	4
Barb/Dry Clean/Retail	28	28	28	28	28	28
Laundries	2	2	2	2	2	2
Grocery (full with grinders)	7	7	7	7	7	7
Self Service	2	2	2	2	2	2
Auto Repair Shops	9	9	9	9	9	9
Hotels/Motels	5	5	5	5	5	5
Business Offices	33	33	33	33	33	33
Churches	10	10	10	10	10	10
Car Washes	2	2	2	2	2	2
Bars/Taverns	1	1	1	1	1	1
Outside SF and MH	76	76	76	76	76	76
Headstart (Day Care Center)	2	2	2	2	2	2
St. Joseph (Day Care Center)	1	1	1	1	1	1
Public Housing Authority	1	1	1	1	1	1
West Hills Community College	2	2	2	2	2	2
F/B Las Deltas School District	1	1	1	1	1	1
Market/Laundry	1	1	1	1	1	1
Toma-Tek (Domestic)	1	1	1	1	1	1
Storage	5	5	5	5	5	5
Septage	2	2	2	2	2	2
Total Accounts	1,917	1,925	1,933	1,941	1,949	1,957
Number of Dwelling Units						
SF & Mobile Homes [1]	1,609	1,617	1,625	1,633	1,641	1,649
MF <= 650 SF [1]	69	69	69	69	69	69
MF > 650 SF [1]	341	343	345	347	349	351
Cabins/Cottages [1]	58	58	58	58	58	58
Travel Trailers [1]	12	12	12	12	12	12
Total Dwelling Units	2,089	2,099	2,109	2,119	2,129	2,139

Wastewater Financial Plan

The financial plan provides the means of analyzing the revenue and revenue requirements of the wastewater system and its impact on reserves as well as the ability to fund on-going operation and maintenance expense and capital infrastructure requirements. Below is a discussion of the projection of revenue, operation and maintenance expenses, capital improvement needs of the wastewater system and its financing, debt service requirements, and revenue adjustments needed to maintain a sustainable wastewater enterprise.

Revenues

The City receives wastewater revenue from operating and miscellaneous sources. Operating revenue is received from rates and charges for wastewater service. Table 25 presents the projected fixed charge revenue from current wastewater rates of the wastewater system. The revenue is projected by applying the current wastewater rates from Table 24 to the projected number of accounts and units in Table 25.

Table 26
Projected Rate-based Wastewater Revenue Using Current Rates

Description	Projected				
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Water Service Revenues					
Fixed Charges [1]	\$1,797,086	\$1,804,084	\$1,811,083	\$1,818,081	\$1,825,080
Total Revenues From Current Rates	\$1,797,086	\$1,804,084	\$1,811,083	\$1,818,081	\$1,825,080

[1] FY 23-24 and forecast years' revenue calculated by multiplying current wastewater rates by number of projected customers and units.

Miscellaneous revenue includes City property lease income, Toma-Tek Service and Repair Income, waste discharge fees, and miscellaneous income. Miscellaneous revenue is provided in Table 27.

Table 27
Projected Wastewater Miscellaneous Wastewater Revenue

Description	Budget	Projected			
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Lease of City Property	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Miscellaneous Income	500	500	500	500	500
TomaTek Service and Repair	48,000	50,000	50,000	50,000	50,000
Waste Discharge Fees	10,000	10,000	10,000	10,000	10,000
Total Miscellaneous Revenues	\$60,500	\$62,500	\$62,500	\$62,500	\$62,500

Revenue Requirements

Revenue requirements of the wastewater system include operation and maintenance expense, annual capital replacement transfer, and debt service. Each of these items are discussed below.

Operation and Maintenance Expense

Operation and maintenance expenses (O&M) are an on-going obligation of the wastewater system and such costs are normally met from wastewater service revenue. O&M includes the cost to operate and maintain the wastewater collection system and treatment facilities. Costs also include technical services and other general and administrative expenses.

O&M expense has been projected recognizing the major expense categories of personnel services, electric power expense, chemicals, purchased water, capital outlay, and other expenses following inflation factors presented in Table 1. Table 28 provides a summary of the wastewater O&M expenses for the Study period.

Table 28
Budget and Projected Wastewater Operation and Maintenance Expense

Description	Budget	Projected			
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Salaries & Benefits					
Salaries and Wages	\$369,300	\$384,072	\$399,434	\$415,412	\$432,029
Benefits	263,049	282,386	303,201	325,609	349,737
Total Personnel Services	\$632,349	\$666,458	\$702,635	\$741,021	\$781,766
Supplies and Services					
Chemicals	10,500	11,025	11,576	12,155	12,763
Electricity/Gas	25,000	26,000	27,040	28,122	29,247
Equip/Facility Repair and Maintenance	107,500	110,725	114,047	117,469	120,993
System Repairs Toma-Tek	40,000	41,200	42,436	43,709	45,020
Sewer Line Repair	2,500	2,575	2,652	2,732	2,814
Lab Analysis	15,000	15,450	15,914	16,391	16,883
All Other	303,855	312,971	322,360	332,029	341,989
Total Supplies and Services	\$504,355	\$519,946	\$536,025	\$552,607	\$569,709
Capital	16,500	0	0	0	0
Total Operation and Maintenance Expense	\$1,153,204	\$1,186,404	\$1,238,660	\$1,293,628	\$1,351,475

Capital Replacement Transfer

The City plans for replacements in the wastewater system that occur from time to time during the fiscal year. An annual amount is transferred from the operating fund to aid in funding these replacements. The annual amount is targeted to equal approximately 50 percent of annual depreciation.

Existing Debt Service

The City has outstanding debt that includes the 2016A Sewer Revenue Refunding Bond obligations. The 2016A Sewer Revenue Refunding debt has annual debt service payments of about \$175,000 and will be retired in 2046.

Wastewater Capital Improvement Program

The City has developed a capital improvement program (CIP) spending plan stated in Table 29 that lists capital expenditures for FY 2023-24 through FY 2027-28. The capital projects are not specific in nature and reflect annual replacement that is expected to occur on an on-going basis. Over this period, it is planned that the City would spend about \$1.06 million in wastewater improvement projects. The wastewater CIP is funded through the annual amount transferred from the water operating fund to the capital fund for capital replacement and wastewater reserves.

Table 29
Wastewater Capital Improvement Plan

Description	Projected				
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Current Capital Improvement Projects (CIP) [1]					
Replacement Projects	\$200,000	\$206,000	\$212,200	\$218,500	\$225,100
Total Wastewater CIP	\$200,000	\$206,000	\$212,200	\$218,500	\$225,100

[1] Information provided by the City.

Wastewater Financial Plan

A financial plan has been prepared for the wastewater utility that includes the revenues and revenue requirements that were identified for the wastewater system and is presented in Table 28. The plan incorporates specific financial planning goals to provide guidance to maintain the health of the wastewater utility on an on-going basis. The goals included the following.

- Generate positive levels of income in each year of the Study period
- Maintain the operating and capital reserves at or greater than target levels
- Maintain debt service coverage ratios at or greater than the minimum required
- Meet annual capital replacement spending from the annual replacement transfer and capital reserves

Proposed Revenue Adjustments

Analysis of the revenues and revenue requirements of the wastewater financial plan indicate that no revenue increases are necessary. Revenue currently being received is sufficient to meet O&M expenses, capital improvement funding, and debt service payments.

Table 30
Wastewater Financial Plan

Description	Projected				
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Proposed Revenue Increase (May 1)	0.0%				
Proposed Revenue Increase (January 1)		0.0%	0.0%	0.0%	0.0%
Revenue					
Rate-based Revenues, Existing Rates [1]	\$1,803,443	\$1,810,442	\$1,817,440	\$1,824,439	\$1,831,437
Total Additional Wastewater Revenue [2]	0	0	0	0	0
Miscellaneous Income	60,500	62,500	62,500	62,500	62,500
Interest Income [3]	126,972	133,644	139,635	144,671	148,631
Total Revenue	\$1,990,915	\$2,006,586	\$2,019,575	\$2,031,610	\$2,042,568
Operating Expenses					
O&M and Capital Outlay	\$1,153,204	\$1,186,404	\$1,238,660	\$1,293,628	\$1,351,475
Capital Replacement Transfer	81,000	84,000	86,000	89,000	91,000
2016A Sewer Revenue Refunding Bonds	173,588	176,263	173,863	176,388	178,313
Solar Project Internal Payment	118,156	116,701	117,020	117,285	117,532
Net Funds Available Before Capital	\$1,525,948	\$1,563,368	\$1,615,543	\$1,676,301	\$1,738,320
Capital Sources and Uses of Funds					
Capital Replacement Transfer	\$81,000	\$84,000	\$86,000	\$89,000	\$91,000
Wastewater Capital Improvements	(\$200,000)	(\$206,000)	(\$212,200)	(\$218,500)	(\$225,100)
Net Capital Spending	(\$119,000)	(\$122,000)	(\$126,200)	(\$129,500)	(\$134,100)
Net Funds Available After Capital	\$345,967	\$321,218	\$277,832	\$225,809	\$170,148
Available Reserves					
Beginning available reserves [4]	\$6,175,634	\$6,521,601	\$6,842,819	\$7,120,651	\$7,346,460
Additions (reductions)	345,967	321,218	277,832	225,809	170,148
Ending available reserves	\$6,521,601	\$6,842,819	\$7,120,651	\$7,346,460	\$7,516,608
Target Reserves [5]	\$793,000	\$812,000	\$840,000	\$871,000	\$902,000
Above (below) Target	\$5,728,601	\$6,030,819	\$6,280,651	\$6,475,460	\$6,614,608
Debt Service Coverage					
Net Revenues	\$837,711	\$820,182	\$780,915	\$737,982	\$691,093
Annual Debt Service [6]	\$173,588	\$176,263	\$173,863	\$176,388	\$178,313
Coverage	483%	465%	449%	418%	388%

[1] Projected using the existing rates.

[2] Additional revenue from rate adjustments.

[3] Interest earnings on the average fund balance calculated at 2.00%.

[4] The available FY 23-24 cash balance provided by the City.

[5] Target reserves include Operating, Capital, and Emergency target reserves.

[6] Includes 2016A Sewer Revenue Refunding Bonds.

A graphical depiction of the revenue and revenue requirements from Table 28 is presented in Figure 3, however is extended for a ten-year period. Revenue using the current rates is shown as the black line while revenue with revenue adjustments is shown as the green line. The blue column represents O&M expense, the yellow column represents capital spending, the orange column represents total debt service payments, and the purple column indicates revenue that is going into reserves.

Figure 1 shows that the current level of revenue being received from the current rates is sufficient to meet revenue requirements, fund the CIP program, maintain the operating and capital reserves, and meet minimum debt service coverage ratios required by debt covenants.

Figure 3
Wastewater Financial Plan
Comparison of Revenue with Revenue Requirements

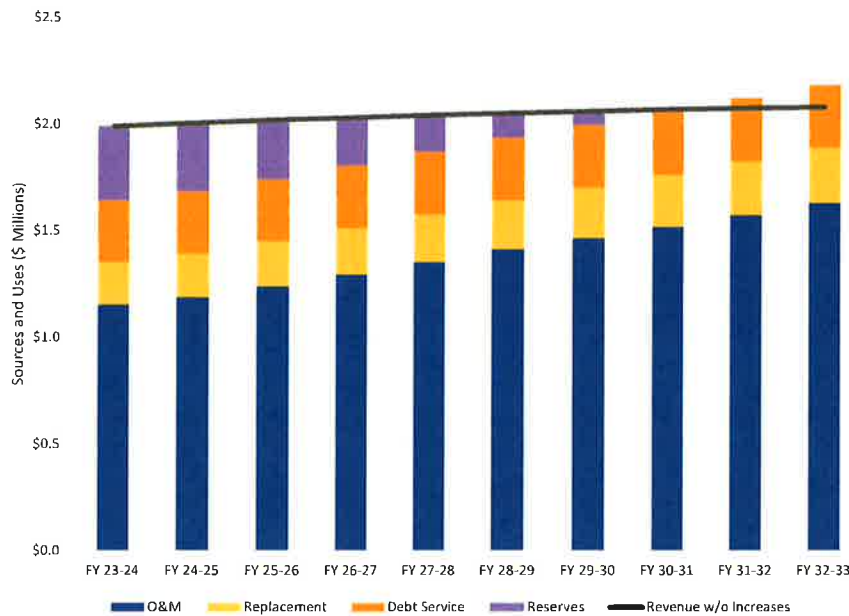
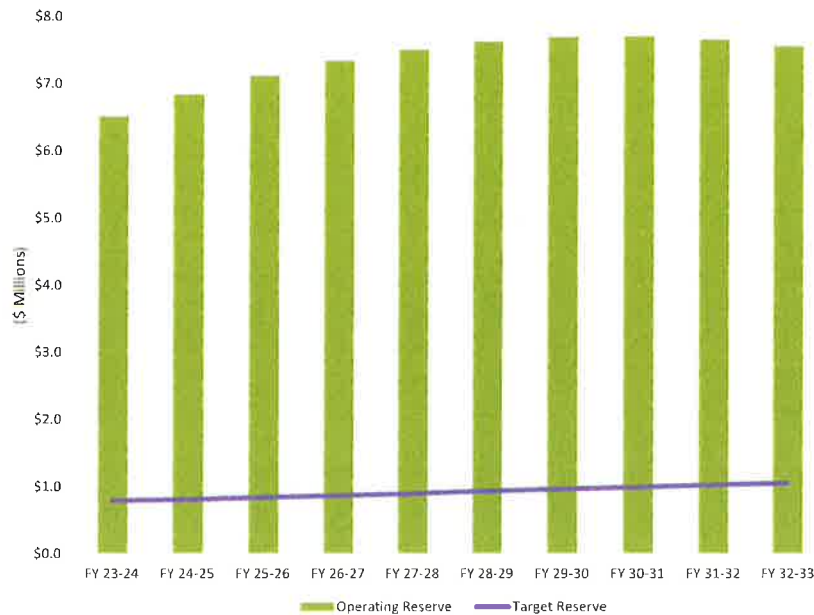


Figure 2 shows a graphical depiction of the operating and capital reserves of the wastewater enterprise in comparison to the established Target reserves. The purple line represents the Target Reserve level while the green column indicates the cash reserve balance at the end of year. The figure shows that the wastewater reserve balance (green column) increases in the middle years and then decreases, however remains above the Target reserve level in all years.

Figure 4
Wastewater Reserves versus Target Reserves



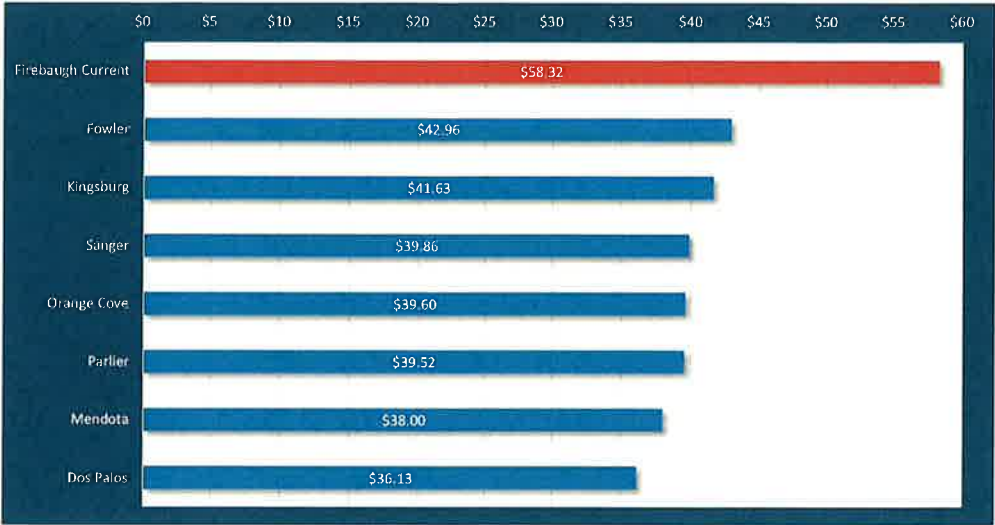
Wastewater Rates

The proposed rates are the same as the current rates used by the City. Table 24 provides the proposed wastewater charges for the wastewater system for the next five years.

Wastewater Rate Survey

A wastewater rate survey was conducted for neighboring communities to the City. Chart 2 compares the City's current SFR monthly wastewater bill with those of neighboring communities. The chart indicates that with the proposed charges, an SFR customer will experience a bill that is in the upper range of the communities surveyed.

Chart 2
Survey of Single-family Residential Monthly Wastewater Bills
For Rates in Effect November 2023



Note: Above table uses wastewater rates in effect November 2023. Firebaugh May 2024 bill is based on the rate structure and rates in Table 33.

RESOLUTION NO. 24-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE FIRST AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FIREBAUGH GROUNDWATER SUSTAINABILITY AGENCY AND THE SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GROUNDWATER SUSTAINABILITY AGENCY WITH RESPECT TO IMPLEMENTATION OF THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT IN A PORTION OF THE DELTA-MENDOTA SUBBASIN

This First Amended Memorandum of Understanding (MOU) is made and effective as of the Effective Date between the City of Firebaugh Groundwater Sustainability Agency, a political subdivision of the State of California (City of Firebaugh GSA) and the San Joaquin River Exchange Contractors Groundwater Sustainability Agency, a California Special District formed by the California Legislature in SB 372 (2017) (Exchange Contractors GSA or SJRECGSA).

This MOU is made with reference to the following facts and understandings:

A. The Sustainable Groundwater Management Act of 2014, which includes Water Code sections 10720-10736.6 (SGMA) was signed into law on September 16, 2014, and requires that each California groundwater basin or subbasin be managed by a Groundwater Sustainability Agency (GSA) or multiple GSAs, and that such management include an approved Groundwater Sustainability Plan (GSP) or multiple GSPs. GSPs in the Delta-Mendota Subbasin shall be submitted to the California Department of Water Resources by January 31, 2020.

B. The purpose of this MOU is to coordinate SGMA implementation and enforcement between the City of Firebaugh and Exchange Contractors GSA.

C. The City of Firebaugh and the San Joaquin River Exchange Contractors, the predecessor of the Exchange Contractors GSA, have for many years jointly and cooperatively studied and successfully managed groundwater in the vicinity of the City.

D. In 2018, SJRECGSA and City of Firebaugh GSA entered into the Memorandum of Understanding With Respect to Implementation of the Sustainable Groundwater Management Act in a Portion of the Delta-Mendota Subbasin. (2018 MOU). In accordance with the 2018 MOU, SJRECGSA and City of Firebaugh GSA adopted the San Joaquin River Exchange Contractors Groundwater Sustainability Plan (SJRECGSA GSP). The SJRECGSA GSP included a chapter dedicated to the City of Firebaugh GSA.

E. The SJRECGSA GSP was one of six Groundwater Sustainability Plans adopted for the Delta-Mendota Subbasin. Pursuant to a Coordination Agreement, SJRECGSA, City of Firebaugh GSA, and more than 20 additional GSAs agreed to adopt multiple GSPs for the Delta-Mendota Subbasin.

F. In January 2022, the California Department of Water Resources deemed the SJRECGSA GSP, along with the five other GSPs adopted for the Delta-Mendota Subbasin did not satisfy SGMA requirements.

G. In July 2022, SJRECGSA and City of Firebaugh GSA adopted the First Amended SJRECGSA GSP and submitted the same to California Department of Water Resources. All other GSAs in the Delta-Mendota Subbasin also adopted revised GSPs.

H. In March 2023, California State Water Resources Control Board (SWRCB) and California Department of Water Resources deemed the First Amended SJRECGSA GSP insufficient to meet SGMA requirements.

I. Pursuant to SGMA, the State Water Resources Control Board now has the authority to deem the Delta-Mendota Subbasin to be “probationary” and subject to State Intervention. SWRCB has tentatively established September 2024 as the date by which it will hold a public hearing to declare the Delta-Mendota Subbasin to be in probationary status.

J. In an effort to avoid the probationary status designation. SJRECGSA, the City of Firebaugh GSA, and all other GSAs in the Delta-Mendota Subbasin are pursuing adoption, submittal to SWRCB, and implementation of a single GSP for the entire Delta-Mendota Subbasin.

K. The rights and responsibilities of the various GSAs in the Delta-Mendota Subbasin under the Single GSP structure will be set forth in a Memoranda of Understanding (Basin-Wide MOU). The Basin-Wide MOU will be adopted by each GSA in the Delta-Mendota Subbasin, including SJRECGSA and City of Firebaugh GSA.

M. Notwithstanding the anticipated transition to a Single GSP, SJRECGSA and City of Firebaugh GSA intend to continue to closely coordinate their respective efforts to comply with SGMA. The terms of the continuing coordination between SJRECGSA and City of Firebaugh GSA are set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein set forth, and the recitals above, which are incorporated herein by this reference, it is agreed by the City of Firebaugh GSA and the Exchange Contractors GSA:

I. Effective Date and Relationship of the First Amended MOU to the 2018 MOU

A. Relationship to 2018 MOU. Upon and after the Effective Date, this First Amended Memorandum of Understanding shall supersede and replace the 2018 MOU for all purposes.

B. Effective Date. This First Amended MOU shall become effective when both of the following have occurred: (1) the City of Firebaugh GSA and SJRECGSA have fully executed this MOU; and (2) the Basin-Wide MOU has been signed by all necessary parties and become effective. The 2018 MOU shall remain in full force and effect until the occurrence of the Effective Date of this MOU.

II. Objectives

The objectives of this MOU are:

A. To achieve sustainable groundwater management pursuant to SGMA in those portions of the Delta-Mendota Subbasin (the Basin) that are within the exterior boundaries of both the Exchange Contractors GSA boundary and the City’s GSA boundary.

B. To accomplish coordination between the City of Firebaugh and Exchange Contractors GSA in implementing SGMA.

C. To avoid conflicts between the GSP adopted for the lands subject to this Agreement and the City's exercise of its land use planning authority.

D. To establish the terms pursuant to which SJRECGSA will represent the CITY OF FIREBAUGH GSA on any Coordinating Committee established in the Basin-Wide MOU.

III. Territory Subject to the Terms of this MOU. The lands subject to the terms and conditions of this agreement are described and depicted in Exhibit A attached hereto and incorporated herein by this reference.

IV. Monitoring Network and Locations. In the opinion of both the Exchange Contractors GSA and the CITY OF FIREBAUGH GSA, the current groundwater monitoring network existing within the CITY OF FIREBAUGH GSA meets the requirements 23 CCR § 354.34. In order to satisfy SGMA requirements, the parties agree:

A. If, at any time, a mutually agreed upon professionally licensed engineer/ hydrogeologist determines that the groundwater monitoring network existing within the CITY OF FIREBAUGH GSA does not satisfy the requirements of 23 CCR § 354.34, the Exchange Contractors GSA shall notify the CITY OF FIREBAUGH GSA of the necessary improvements, and CITY OF FIREBAUGH shall install such improvements at its expense within a reasonable period.

B. If, after a reasonable period following such notice, CITY OF FIREBAUGH GSA does not install such necessary improvements, Exchange Contractors GSA may improve the monitoring network to comply with SGMA. Exchange Contractors GSA shall notify CITY OF FIREBAUGH GSA of the anticipated costs and expenses of the improvement prior to taking any action to improve the monitoring network to comply with SGMA. CITY OF FIREBAUGH GSA shall review and approve such reasonable expenses of improvement, which approval shall not be unreasonably withheld or delayed. CITY OF FIREBAUGH GSA shall reimburse Exchange Contractors GSA for improvement expenditures approved by CITY OF FIREBAUGH GSA. All such work shall be performed in accordance with applicable local, state, and federal law including, but not limited to, the California Public Contract Code and prevailing wage requirements.

V. Establishment of Monitoring Protocols.

A. The Groundwater Sustainability Plan established for the CITY OF FIREBAUGH GSA shall establish Groundwater monitoring protocols consistent with 23 CCR § 352.2.

1. The CITY OF FIREBAUGH shall perform all testing and monitoring within the CITY OF FIREBAUGH GSA in accordance with established protocols. The costs of such testing and monitoring shall be borne by the City.
2. The Exchange Contractors GSA shall perform all testing and monitoring within the Exchange Contractors GSA boundary in accordance with established protocols. The costs of such testing and monitoring shall be borne by the Exchange Contractors.
3. Monitoring for static groundwater elevation shall at a minimum represent seasonal high and seasonal low annual groundwater elevations.

VI. Data Exchange. Data collected by the CITY OF FIREBAUGH which is useful or necessary to SGMA compliance and implementation shall be provided to the Exchange Contractors as soon as practicable in a form compatible with the Exchange Contractors Data Management System (DMS).

VII. Adoption of a Single GSP for the Delta-Mendota Subbasin, to be Adopted and Implemented by SJRECGSA and CITY OF FIREBAUGH GSA. To satisfy SGMA requirements, CITY OF FIREBAUGH GSA and SJRECGSA agree to adopt the Basin-Wide MOU, and the Single GSP for the entire Delta-Mendota Subbasin, and to implement those provisions of the GSP applicable to their respective territories.

A. Adoption of the Basin-Wide MOU. Each GSA within the Delta-Mendota Subbasin will be required to adopt the Basin-Wide MOU. Among other material terms, the Basin-Wide MOU will:

1. Reflect each GSA's commitment to adopt the Single GSP for the Subbasin.
2. Memorialize the Coordination Committee structure for basin-wide decision making.
3. Memorialize each GSA's share of cost responsibility for developing, adopting, and implementing the Single GSP.
4. Confirm that each Party, including CITY OF FIREBAUGH GSA, or SJRECGSA, as the case may be, shall, if and when required thereunder, participate in the Adaptive Management Process described in Exhibit "D" to the basin wide MOU. SJRECGSA may, if appropriate, assist CITY OF FIREBAUGH GSA in the Adaptive Management Process, but will not participate in the procedure on the CITY OF FIREBAUGH GSAs behalf.

B. Elements of the Single GSP to Apply to CITY OF FIREBAUGH GSA:

1. Provisions of the Single GSP applicable to CITY OF FIREBAUGH GSA shall reflect regional groundwater conditions and be informed by available information, including studies and plans sponsored in part by neighboring GSAs.
2. Provisions of the Single GSP applicable to CITY OF FIREBAUGH GSA shall prohibit new wells with perforations below the Corcoran Clay without consent from both the CITY OF FIREBAUGH and the Exchange Contractors. The CITY OF FIREBAUGH GSP Chapter will further require that all new and replacement wells shall be equipped with a flow meter with a +/- 5% accuracy.

VIII. CITY OF FIREBAUGH to Adopt and Enforce Single GSP

A. The CITY OF FIREBAUGH shall comply with the requirements of Water Code section 10728.4, including the noticing and convening of the required public hearing prior to adoption of the Single GSP. It is the Parties' intent that following such public hearings and receipt of comments on the Single GSP, that CITY OF FIREBAUGH shall adopt the Single GSP as the applicable GSP for the lands within the City's GSA boundary.

B. The CITY OF FIREBAUGH shall exercise or cause to be exercised the 'Powers and Authorities' described in Chapter 5 of Part 2.74 of Division 6 of the California Water Code (§ 10725 *et.seq.*) necessary to implement and enforce the Single GSP.

IX. Compensation for SGMA Costs and Implementation.

A. CITY OF FIREBAUGH shall pay 1% of the Costs assigned under the Single Plan and Basin Wide MOU as the Participation Percentage to be paid by SJRECGSA.

B. If Exchange Contractors GSA anticipates an active role for its agents or employees in the monitoring, management of groundwater, and implementation of the Single GSP within the CITY OF FIREBAUGH GSA territory, Exchange Contractors GSA shall develop an annual work plan and estimate therefore, and shall provide such estimate to City. CITY OF FIREBAUGH shall review and approve such work plan and estimate, which approval shall not be unreasonably withheld or delayed. CITY OF FIREBAUGH shall reimburse Exchange Contractors GSA's direct costs, including reasonable administrative costs, incurred in the implementation of the CITY OF FIREBAUGH GSP Chapter set forth in the work plan and estimate.

X. Coordination Framework.

B. Coordination with Groundwater Sustainability Agencies on the Coordination Committee for the Delta-Mendota Subbasin.

A. The Basin-Wide MOU contemplates the creation of a 'Coordination Committee' comprised of representatives from [6-8] of the 23 GSAs in the Delta Mendota Subbasin. The Coordination Committee will be tasked with making strategic decisions concerning elements of the Single GSP and its implementation.

- 1.** The CITY OF FIREBAUGH hereby designates the Exchange Contractors GSA to serve as City's 'GSP Group Representative' (as that term is defined in the Basin-Wide MOU) for all matters relating to the Delta Mendota Groundwater Subbasin and vests the GSP Group Representative with authority to vote on its behalf concerning matters within the scope of the Coordination Committee's jurisdiction.
- 2.** In executing its responsibilities as a GSP Group Representative, the Exchange Contractors GSA shall receive input, guidance, and direction from the City.
- d.** Final authority to vote on issues before the Coordination Committee established by the Basin-Wide MOU rests exclusively with the Exchange Contractors GSA and shall be exercised pursuant to its discretion.
- e.** The CITY OF FIREBAUGH shall possess those rights and responsibilities afforded to parties under the Basin-Wide MOU.

XI. Reconciliation of Funding Obligations for SJRECGSA GSP Development.

A. Pursuant to the Terms of the 2018 MOU, each party made various commitments regarding funding of the development and implementation of the SJRECGSA. This provision confirms that all financial matters concerning the development and implementation of these matters have been resolved and are satisfied in full.

XII. Compliance with Laws

A. In any action taken pursuant to this MOU, the Exchange Contractors GSA and the CITY OF FIREBAUGH shall comply with all applicable statutes, laws, and regulations, specifically including but not limited to SGMA and its implementing regulations, as they now exist or as may be amended or promulgated from time to time.

B. To the extent that this MOU conflicts with or does not accurately reflect any applicable statutes, laws, or regulations now existing or as amended or promulgated from time to time, the laws, statutes, and regulations shall govern.

C. To the extent that any applicable statutes, laws, or regulations are amended or newly promulgated in such a manner that causes this MOU to conflict with or no longer accurately reflect such statutes, laws, or regulations, this MOU shall be modified in order to comport with the newly amended or promulgated statutes, laws, or regulations.

XIV. Miscellaneous Provisions

A. This MOU may be amended from time to time only by mutual written agreement of the CITY OF FIREBAUGH and the Exchange Contractors GSA, in accordance with the terms of this MOU. This MOU may be terminated in accordance with the terms of this MOU (1) by mutual written agreement of both of the parties to this MOU, or (2) when either or both of the parties to this MOU are no longer participating in the implementation of SGMA within the geographical area subject to this MOU.

B. This MOU contains the entire understanding between the parties relating to this subject matter and supersedes all oral or written agreements between them with respect thereto, including without limitation the 2018 MOU, and no previous written or oral understandings have been or shall be relied upon.

C. The failure of any party in any one or more instances to insist upon strict performance of any terms or provisions of this MOU, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions, or options on any future occasion.

D. This MOU is the result of arms-length negotiations between sophisticated parties and ambiguities or uncertainties in it shall not be construed for or against either party.

E. Should the participation of either party to this MOU, or any part, term, or provision of this MOU be superseded by conflicting State legislation as mutually agreed by the parties or decided by a court of competent jurisdiction to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, or provisions of this MOU shall not be affected thereby and each party hereby agrees it would have entered into this MOU upon the remaining terms and provisions.

F. The rights and duties of the parties to this MOU may not be assigned or delegated, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void.

G. This MOU may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile or electronic signatures shall be binding.

H. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity.

I. Notices authorized or required to be given pursuant to this MOU shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours, to the parties at the addresses set forth for each below, or to such other changed addresses communicated to the other party in writing.

City of Firebaugh:

Name: Ben Gallegos
Title: City Manager
Address: 1133 P Street
Firebaugh, CA 93622
Telephone: (559) 659-2043 Ext.206

Exchange Contractors GSA:

Name: _____
Title: _____
Address: _____

Telephone: _____

J. Each signatory to this MOU certifies that he or she is authorized to execute this MOU and to legally bind the party he or she represents, and that such party shall be fully bound by the terms hereof upon such signature without further act, approval, or authorization of such party.

IN WITNESS WHEREOF, the parties have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

CITY OF FIREBAUGH GSA:

Exchange Contractors GSA:

By: Ben Gallegos
Title: City Manager

By: _____
Title: _____

The foregoing resolution was introduced and adopted at a special meeting of the City Council of the City of Firebaugh held on the 4th day of March, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Elsa Lopez, 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 4th day of March, 2024.

Rita Lozano, Deputy City Clerk of the City of Firebaugh

**MEMORANDUM OF AGREEMENT
AMONG THE DELTA-MENDOTA SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCIES**

THIS MEMORANDUM OF AGREEMENT (this “**MOA**”) is entered into and shall be effective as of the date of full execution below (the “**Effective Date**”), by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin listed in Exhibit “A” (each a “**Party**” and collectively the “**Parties**”) and the San Luis & Delta-Mendota Water Authority, which would be executing not as a Party, and is made with reference to the following facts:

RECITALS

A. **WHEREAS**, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“**SGMA**”); and

B. **WHEREAS**, SGMA requires all groundwater subbasins designated as high- or medium-priority by the California Department of Water Resources (“**DWR**”) to manage groundwater in a sustainable manner; and

C. **WHEREAS**, the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (“**Subbasin**”), has been designated as a high-priority, critically overdrafted basin by DWR; and

D. **WHEREAS**, the Subbasin includes multiple groundwater sustainability agencies (each a “**GSA**” and collectively, the “**GSAs**”) that initially managed the Subbasin through the development and implementation of six different groundwater sustainability plans; and

E. **WHEREAS**, pursuant to the requirements of SGMA (Wat. Code §§ 10720, *et seq.*) and DWR’s SGMA regulations (23 Cal. Code Regs., §§ 350, *et seq.*), and in recognition of the need to sustainably manage the groundwater within the Subbasin, the Parties entered into that certain Delta-Mendota Subbasin Coordination Agreement effective December 12, 2018 (“**Coordination Agreement**”), to outline the Parties’ obligations and responsibilities regarding SGMA coordination in the Subbasin among the multiple GSAs and multiple groundwater sustainability plans; and

F. **WHEREAS**, after an approximately two-year review, DWR determined that the coordinated groundwater sustainability plans in the Subbasin were “incomplete” on January 21, 2022, and required that the groundwater sustainability plans be revised to address certain corrective actions by July 20, 2022; and

G. **WHEREAS**, the Parties did so timely revise and re-submit the amended groundwater sustainability plans to DWR; however, those groundwater sustainability plans, even after revision, were deemed “inadequate” under SGMA by DWR on March 2, 2023; and

H. **WHEREAS**, the Parties understand that upon DWR's determination that a groundwater sustainability plan is inadequate, SGMA authorizes the State Water Resources Control Board ("**State Water Board**") to seek to intervene and exercise jurisdiction over the affected subbasin; and

I. **WHEREAS**, the Parties would like to be able to continue to manage the Subbasin locally in lieu of intervention by the State Water Board if possible; and

J. **WHEREAS**, in order to efficiently coordinate among the large number of GSAs in the Subbasin, the GSAs now desire to adopt one groundwater sustainability plan ("**GSP**") for the Subbasin; and

K. **WHEREAS**, if there is only one GSP for the Subbasin, then the GSAs no longer need the Coordination Agreement, as defined by SGMA; and

L. **WHEREAS**, the GSAs desire to enter into this MOA to coordinate the work and management of the Subbasin and clarify responsibilities of the respective GSAs, in accordance with SGMA; and

M. **WHEREAS**, the Coordination Agreement shall remain binding and in effect until all Parties have approved a single GSP for the Subbasin, at which time the Coordination Agreement shall automatically terminate, and this MOA shall become operative as provided in Section 12.2.

NOW, THEREFORE, in consideration of the Recitals, which are deemed true and correct and incorporated herein, and of the covenants, terms and conditions set forth herein, the Parties hereto agree as follows:

ARTICLE I– DEFINITIONS

1.1 "**Coordination Committee**" shall mean the committee of GSA Representatives or GSA Group Representatives established pursuant to this MOA.

1.2 "**Coordinated Plan Expenses**" are those Subbasin-wide Activities expenses that are shared equally amongst the Coordination Committee members, in accordance with the Participation Percentages.

1.3 "**DWR**" shall mean the California Department of Water Resources.

1.4 "**Effective Date**" shall be as set forth in the Preamble.

1.5 "**GSA**" shall mean a groundwater sustainability agency established in accordance with SGMA and its associated regulations, and "**GSAs**" shall mean more than one such groundwater sustainability agency. Each Party is a GSA.

1.6 "**GSA Representative**" shall refer to the representative of a single GSA that holds a single seat on the Coordination Committee.

1.7 **“GSA Group Representative”** shall refer to the representative of a group of GSAs that share a single seat on the Coordination Committee.

1.8 **“GSP”** shall mean the single Delta-Mendota Subbasin Groundwater Sustainability Plan.

1.9 **“MOA”** shall mean this Memorandum of Agreement by and among the Parties.

1.10 **“Participation Percentages”** shall mean that percentage of Coordinated Plan Expenses allocated to each GSA or GSA Group as described on Exhibit “B” to this MOA, which is attached and incorporated by reference herein, as updated from time to time, but not more frequently than annually.

1.11 **“Party”** or **“Parties”** shall mean a GSA or in the plural, two or more GSAs within the Subbasin, who are signatories to this MOA.

1.12 **“Plan Manager”** shall mean an entity or individual, appointed at the pleasure of the Coordination Committee, or as provided in Article III of this MOA, to perform the role of the Plan Manager to serve as the point of contact to DWR and/or the State Water Board.

1.13 **“San Luis & Delta-Mendota Water Authority”** or **“SLDMWA”** shall mean the San Luis & Delta-Mendota Water Authority, a California joint powers agency.

1.14 **“SGMA”** shall mean the Sustainable Groundwater Management Act, as amended from time to time, commencing at Water Code section 10720, together with its implementing regulations applicable to groundwater sustainability plans, set forth at California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2.

1.15 **“SGMA Definitions”** shall mean those SGMA-specific definitions provided by statute or regulation; in the event of any inconsistency between a term defined in this MOA and a SGMA-specific definition, the definition contained in this MOA shall prevail.

1.16 **“State Water Board”** shall mean the California State Water Resources Control Board.

1.17 **“Subbasin”** shall mean the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin.

1.18 **“Subbasin-wide Activities”** shall mean those activities or actions that affect the Subbasin as a whole or are otherwise required by SGMA to be determined at the Subbasin level and as defined by a unanimous vote of the Coordination Committee. An initial list of Subbasin-wide Activities is identified in Exhibit “D”.

1.19 **“Water Year”** shall mean the period from October 1 through the following September 30.

ARTICLE II– PURPOSE & KEY PRINCIPLES

2.1 **Purpose.** The Parties shall continue to work together in mutual cooperation to develop the GSP in compliance with SGMA, for the sustainable management of the Subbasin. Once adopted, each Party hereto shall implement the terms and conditions of the GSP within their respective GSA territories.

2.2 **Collaboration.** The Parties intend to mutually cooperate to adopt a single GSP for the Subbasin, and to implement the GSP within their respective GSA territories.

2.3 **Each Party's Rights.** This MOA shall not limit or interfere with any Party's rights or authorities over its own internal matters, including, but not limited to, a Party's legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. Nothing in this MOA is intended to modify or limit a Party's police powers, land use authorities, or any other authority, including the authority to pursue a comprehensive groundwater adjudication or other alternative SGMA compliance strategy, should the Party deem it to be in its best interest to do so.

2.4 **Participation Percentage.** Each Party shall pay its proportionate share of the Participation Percentage, to cover coordinated Subbasin-wide Activities, set forth on Exhibit "B," as said Exhibit "B" may be modified from time to time in accordance with Section 4.6(b). Participation Percentage financial contributions shall be treated in accordance with the provisions of Article III.

2.5 **Management and GSP Implementation.** It is the responsibility and obligation of each Party to this MOA, and any applicable separate agreements, to manage its own GSA and implement the GSP within its GSA's boundaries. It is further the responsibility and obligation of each Party to pay its proportionate share of the Participation Percentage and other payments required as part of implementation of SGMA Subbasin-wide Activities, as may arise from time to time.

ARTICLE III– ROLE OF SLDMWA

3.1 **Agreement to Serve.** By executing this MOA, not as a Party, SLDMWA agrees to carry out the functions described in this Article III and its subparts consistent with the terms of this Article and under the direction and supervision of the Coordination Committee, subject to the reimbursement and the termination provisions contained in this Article.

(a) **Secretary.** SLDMWA agrees to perform the obligations of the Secretary described in this MOA, by delegation to one or more of its employees or to a consultant under contract to the SLDMWA.

(b) **Plan Manager.** SLDMWA agrees to perform the obligations of the Plan Manager described in this MOA, by delegation to one or more of its employees or to a consultant under contract to SLDMWA.

3.2 **Fiscal Management by SLDMWA and Reimbursement to SLDMWA.** SLDMWA will provide necessary financial and administrative support services contemplated by

this MOA, including, but not limited to: holding financial contributions made in accordance with the Participation Percentages, accounting for funds held by SLDMWA, reports as requested by the Coordination Committee members concerning funds held, and disbursing said funds for authorized purposes.

(a) Coordination Committee members shall make Participation Percentage contributions required pursuant to this MOA directly to SLDMWA.

(b) SLDMWA shall maintain a strict accountability of all funds contributed pursuant to this MOA. SLDMWA shall establish and maintain such accounts to provide for segregation of funds as may be required by good accounting practice. The books and records of SLDMWA pertaining to funds held and expended pursuant to this MOA shall be open to inspection at reasonable times by any entity that has made a contribution. SLDMWA shall provide an unaudited report of all financial activities for each fiscal year to each Party that has made a contribution during that fiscal year within 60 days after the close of each fiscal year.

(c) SLDMWA shall be authorized to expend funds upon authorization of the Coordination Committee, as provided for in this MOA.

(d) Upon mutual agreement of SLDMWA and each entity obligated to contribute funds pursuant to the Participation Percentages, SLDMWA and the Parties may execute a further agreement concerning fiscal responsibilities not inconsistent with the terms described herein.

3.3 **Termination of SLDMWA's Services.** Either the Parties acting through the Coordination Committee or SLDMWA, at any time, may terminate the services being provided by SLDMWA pursuant to this MOA upon thirty (30) days' written notice, if from SLDMWA, to the Coordination Committee; and if from the Coordination Committee, to SLDMWA.

ARTICLE IV– COORDINATION COMMITTEE

4.1 Coordination Committee.

(a) The Parties agree to establish a Coordination Committee to perform the functions set forth in this Section 4 in accordance with the voting procedures and requirements set forth herein. Recommendations from the Coordination Committee that require approval or action of each GSA within the Subbasin shall be provided to each Party's respective governing boards for adoption, approval or other recommended action.

(b) The Coordination Committee will consist of a total of seven (7) voting members to represent the Subbasin and shall be comprised of the representative of a GSA ("**GSA Representative**") or a group of GSAs (a "**GSA Group Representative**"), as identified on Exhibit "B." Each GSA Representative or GSA Group Representative shall have one Alternate Representative authorized to vote in the absence of the GSA Representative or GSA Group Representative, as applicable.

(c) Individuals serving on the Coordination Committee as a GSA Representative or GSA Group Representative shall be selected by each respective GSA or GSA Group at the discretion of that particular GSA or GSA Group, and such appointments shall be effective upon providing written notice to the Secretary.

(d) The Coordination Committee will recognize each GSA Representative or GSA Group Representative and their applicable Alternative Representatives until such time as the Secretary is provided written notice of removal and replacement of said Representative.

(e) Minutes of the Coordination Committee will be prepared and maintained by the Secretary as set forth in Article 4.4(b).

4.2 **Representation.** Each Party understands its participation, as more fully set forth in Article IV of this MOA, is based on representation on the Coordination Committee. It is the responsibility and obligation of each Party under this MOA to develop its manner of selecting its respective Coordination Committee Representative and Alternate Representative. For purposes of this MOA, it is assumed that each Coordination Committee Representative has been authorized by the Parties in their respective GSA or GSA Group to participate as described herein.

4.3 **Non-Entity Status.** The Parties acknowledge and agree that the Coordination Committee created by this MOA does not create a legal entity with power to sue or be sued, to enter into contracts, to enjoy the benefits or accept the obligations of a legal entity, or to exercise any legal authority. The Coordination Committee is not a GSA.

4.4 **Coordination Committee Officers.** The Officers of the Coordination Committee will include a Chair, Vice Chair, and the Secretary. Except where the Parties have named such Officer in Article III of this MOA, Officers shall be selected at the initial meeting of the Coordination Committee or as soon thereafter as reasonably can be accomplished.

(a) **Chair and Vice Chair.** Any GSA Representative or GSA Group Representative may serve as the Chair. The Vice Chair, who shall also be a GSA Representative or GSA Group Representative, shall serve in the absence of the Chair. In the absence of both the Chair and Vice Chair, a meeting may be led by an Acting Chair, selected on an ad hoc basis, who is a member of the Coordination Committee.

The positions of Chair and Vice Chair shall rotate among the GSA Representative and GSA Group Representatives on the Coordination Committee on an annual basis according to alphabetical order, by name of the GSA or GSA Group, with the first rotation beginning on the date the first Chair is selected. The schedule for annual rotation of Chair and Vice Chair will be set at the first meeting after the Chair is appointed and reviewed and rotated annually at the first meeting of the Water Year. Any GSA Representative or GSA Group Representative may waive designation as Chair. In such a case, the office of Chair would rotate to the next designated entity.

(b) **Secretary.** By a simple majority vote, the Coordination Committee shall select a Secretary to carry out the functions described in this Article 4.4(b), to serve at the

pleasure of the Coordination Committee. The Secretary may, but need not, be a Party to this MOA. Notwithstanding the requirement for a majority vote of the Coordination Committee to appoint a Secretary, SLDMWA is hereby designated to serve as the initial Secretary. Termination of SLDMWA's services is subject to Article 3.3.

The Secretary shall select an appointee (who may be SLDMWA staff or a consultant contracting with SLDMWA) to implement the Secretary's responsibilities under this MOA, for example, to coordinate meetings; prepare agendas; circulate notices and agendas; provide written notice to all Parties that the Coordination Committee has made a recommendation requiring approval by the Parties; prepare and maintain minutes of meetings of the Coordination Committee; receive notices on behalf of the Coordination Committee and call to the Coordination Committee's attention the need for responding; and provide such other assistance in coordination as may be appropriate.

The Secretary shall assume primary responsibility for Ralph M. Brown Act compliance, including without limitation, the responsibility to prepare an agenda and notices, publicly post and distribute agendas to all Coordination Committee Representatives and Alternate Representatives, the Parties, and any other person who requests, in writing, such notices. The agenda shall be of adequate detail to inform the public and the Parties of the meeting and the matters to be transacted or discussed and shall be posted in a public location and distributed to each of the Parties to this MOA in compliance with the noticing requirements of the Ralph M. Brown Act.

4.5 **Plan Manager.** By a simple majority vote of Coordination Committee members present, the Coordination Committee shall select a Plan Manager, who may be a consultant hired by the Secretary, as directed by the action of the Coordination Committee pursuant to this MOA, the representative of an entity that has been selected as Secretary, or a public agency serving as or participating in a GSA that is a Party to this MOA, and who shall serve as the point of contact for DWR as specified by SGMA. Notwithstanding the requirement for a majority vote of the Coordination Committee to appoint a Plan Manager, SLDMWA is hereby designated as the initial Plan Manager, to serve at the pleasure and direction of the Coordination Committee, pursuant to Article III above.

The Plan Manager shall carry out the duties of a "plan manager" as provided in Title 23, division 2, Chapter 1.5, Subchapter 2, California Code of Regulations.

The Plan Manager has no authority to make policy decisions or represent the Coordination Committee without the specific direction of the Coordination Committee. The Plan Manager is obligated to disclose all substantive communications he/she transmits and receives in his/her capacity as Plan Manager to the Coordination Committee.

4.6 **Coordination Committee Authorized Actions.** The Coordination Committee is authorized to act upon the following enumerated items:

- (a) By a simple majority vote of Coordination Committee members present at a regular or special meeting, the Coordination Committee shall review and approve:

- (i) recommendation(s) to the GSAs for approving any technical analyses;
- (ii) updating of technical analyses as needed;
- (iii) developing budgets for Subbasin-wide Activities;
- (iv) providing assistance with grants and with coordinated projects and programs;
- (v) assigning work to subcommittees and workgroups as needed, providing guidance and feedback, and ensuring that subcommittees and workgroups prepare work products in a timely manner; and
- (vi) providing direction to its Officers concerning other administrative and ministerial issues necessary for the fulfillment of the above-enumerated tasks.

(b) By a unanimous vote of Coordination Committee members, the Coordination Committee shall review and approve:

- (i) determination of Subbasin-wide Activities, which are initially described in Exhibit “D”, but may be modified by the Coordination Committee from time to time;
- (ii) submittal of annual reports;
- (iii) a representative monitoring network;
- (iv) final budgets;
- (v) submittal of five-year updates;
- (vi) revisions to this MOA;
- (vii)** adding new Parties to this MOA;
- (viii) work plans;
- (ix) annual estimates of Coordinated Plan Expenses presented by the Secretary and any updates to such estimates, in accordance with the budgetary requirements of the respective Parties; provided, that such estimates or updates with supporting documentation shall be circulated to all Parties for comment at least thirty (30) days in advance of the meeting at which the Coordination Committee will consider approval of the annual estimate;
- (x) directing the Plan Manager in the performance of its duties under SGMA; and
- (xi) the hiring of consultants for Subbasin-wide Activities, providing direction to and supervision over consultants engaged to assist in acquiring and processing technical data, conducting monitoring and reporting, and all other activities in support of Subbasin-wide Activities.

4.7 **Coordination Committee Limitations.** When the terms of this MOA or applicable law require the approval of a GSA (such as approval of the GSP, acceptance of an annual report, or approval of a five-year update), that approval shall be required and evidenced as indicated in Article V of this MOA. The Coordination Committee is not a separate GSA and shall not be responsible for approving the GSP, any annual report, or any five-year update thereto; each GSA retains responsibility for such approvals. The Coordination Committee may make recommendations to the Parties for approval of the GSP, an annual report, or any five-year update of the GSP.

4.8 **Subcommittees and Workgroups.** The Coordination Committee may appoint ad hoc or standing subcommittees, workgroups, or otherwise direct staff made available by the Parties. Such subcommittees or workgroups may include qualified individuals possessing the knowledge and expertise to advance the goals of the GSP on the topics being addressed by the subcommittee, whether or not such individuals are GSA Representatives, GSA Group Representatives or Alternate Representatives.

4.9 **Coordination Committee Meetings.**

(a) **Timing and Notice.** The Chair of the Coordination Committee, any two GSA Representatives or GSA Group Representatives, or the Secretary may call meetings of the Coordination Committee as needed to carry out the activities described in this MOA. The Coordination Committee may, but is not required to, set a date for regular meetings for the purposes described in this MOA. All Coordination Committee meetings shall be held in compliance with the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*).

(b) **Quorum.** A majority of the Coordination Committee members, as listed on Exhibit "B", shall constitute a quorum of the Coordination Committee for purposes of holding a meeting. The Alternate Representative of each GSA or GSA Group shall be counted towards a quorum and as the voting representative(s) in absence of the Coordination Committee GSA Representative or GSA Group Representative for which the Alternate Representative was appointed. If less than a quorum is present, no action may be taken.

(c) **Open Attendance.** Members of the public, stakeholders, and representatives of the Parties who are not appointed as a GSA Representative or GSA Group Representative on the Coordination Committee may attend all Coordination Committee meetings and shall be provided with an opportunity to comment on matters on the meeting agenda, but shall have no vote.

(d) **Minutes.** The Secretary's appointee shall keep and prepare minutes of all Coordination Committee meetings. Notes of subcommittee and workgroup meetings shall be kept by the Secretary's appointee or an assistant to the appointee. All minutes and subcommittee and workgroup meeting notes shall be maintained by the Secretary as Subbasin records and shall be available to the Parties and the public upon request.

4.10 Voting by Coordination Committee.

(a) Each GSA Representative or GSA Group Representative that is a member of the Coordination Committee shall be entitled to one (1) vote at the Coordination Committee meetings. For GSAs represented by a GSA Group Representative, it shall be up to the Parties in that GSA Group to determine how the GSA Group vote will be cast. The Coordination Committee shall not be obligated to honor the vote of an individual Party and will only accept the vote of the GSA Representative or GSA Group Representative or Alternate Representative, as identified on Exhibit "B".

(b) Except as expressly set forth in Articles 4.6 above and 4.11 and 11.1 below, the vote of a majority of a quorum present at a regular or special meeting of the Coordination Committee shall be required for all other matters on which the Coordination Committee is authorized to act.

4.11 Voting Procedures to Address Lack of Unanimity. When it appears likely that the Coordination Committee will not be able to come to a unanimous decision of Coordination Committee members on any matter for which a unanimous decision is required, upon a majority vote of a quorum of the Coordination Committee, the matter may be subjected to any or all of the following additional procedures.

(a) **Straw Polls.** Straw poll votes may be taken for the purpose of refining ideas and providing guidance to the Coordination Committee, subcommittees, or both.

(b) **Provisional Voting.** Provisional votes may occur prior to final votes. This will be done when an initial vote is needed to refine a proposal, but the GSA Representatives or GSA Group Representatives wish to consult with their respective GSA or GSA Group(s) before making a final vote.

(c) A vote shall be delayed if any GSA Representative or GSA Group Representative declares its intention to propose an alternative or modified recommended action, to be proposed at the next meeting, or as soon thereafter as the GSA Representative or GSA Group Representative can obtain any further information or clarifying direction from its GSA Group or governing body, or both, as needed to propose its alternative or modified recommended action.

(d) If the process outlined in Article 4.11(a)-(c) fails to result in a unanimous vote of the GSA Representatives and GSA Group Representatives, any GSA Representative or GSA Group Representative not voting in favor of the recommended action may request that the vote be delayed so that the Coordination Committee can obtain further information on the recommended action (for example, by directing a subcommittee established under this MOA), so the GSA Representative or GSA Group Representative can obtain clarifying direction from its GSA Group or governing body, or both, as needed.

(e) Each Party acknowledges that time is of the essence with respect to SGMA compliance and GSP implementation and agrees to make its best efforts to cooperate

through the Coordination Committee in coming to a unanimous vote of representatives at a regular or special meeting.

ARTICLE V – APPROVAL BY INDIVIDUAL PARTIES

5.1 Where law or this MOA require separate written approval by each of the Parties, such approval shall be evidenced in writing by providing the adopted resolution or minutes of the respective GSA's Board of Directors' meeting to the Secretary of the Coordination Committee.

ARTICLE VI – POWERS RESERVED TO PARTIES

6.1 Nothing in this MOA shall be interpreted to deprive any Party of its right to:

- (a) Act as a GSA within its boundaries;
- (b) Exercise authorities granted to each of the Parties as a GSA under SGMA in a manner consistent with the adopted GSP;
- (c) Exercise authority to implement SGMA and any GSP adopted pursuant to this MOA consistent with the terms and conditions set forth therein; and
- (d) Defend, with legal counsel of its own choosing, any challenge to the adoption or implementation of a GSP developed pursuant to this MOA.

ARTICLE VII – EXCHANGE OF DATA AND INFORMATION

7.1 **Exchange of Data and Information.** The Parties acknowledge and recognize pursuant to this MOA that the Parties will need to exchange data and information among and between the Parties.

7.2 **Procedure for Exchange of Data and Information.**

(a) The Parties shall exchange public and non-privileged information through collaboration and/or informal requests made at the Coordination Committee level or through subcommittees designated by the Coordination Committee. However, to the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile, or other electronic means to the appropriate representative as named in this MOA. The designated representative shall respond in a reasonably timely manner.

(b) Nothing in this MOA shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Coordination Committee.

(c) The Parties agree that each GSA shall provide the data required to develop the Subbasin-wide coordinated water budget.

(d) To the extent that a court order, subpoena, or the California Public Records Act is applicable to a Party, such Party in responding to a request made pursuant to the California Public Records Act for release of information exchanged from another Party shall timely notify the Coordination Committee in writing of its proposed release of information in order to provide the other Parties with the opportunity to seek a court order preventing such release of information.

ARTICLE VIII – MONITORING NETWORK

8.1 In accordance with SGMA, the Parties hereby agree to coordinate the development and maintenance of a monitoring network at a Subbasin level. The Subbasin monitoring network description shall include monitoring objectives, protocols, and data reporting requirements specific to enumerated sustainability indicators. Each GSA is responsible for the following:

- (a) Operating and maintaining the representative monitoring network within its boundary;
- (b) Filling data gaps in its GSA on a defined schedule;
- (c) Collecting data per the approved Subbasin-wide monitoring protocol;
- (d) Considering developing and maintaining a supplementary network for collecting data in excess of the minimum need, for the purposes of supporting local management decisions (since the level of detail necessary may not be sufficient in a Subbasin level network); and
- (e) Each GSA shall have a minimum of one representative monitoring well (measuring water level and water quality) from each aquifer (above the Corcoran Clay layer – shallow aquifer, or below the Corcoran Clay layer – deep aquifer) in which it has groundwater pumping either within its GSA boundaries or within the area of influence of the pumping that is occurring, sufficient to meet the recommendations of the Subbasin-wide GSP consultant.

8.2 The minimum monitoring network shall be based on the evaluation performed by the Subbasin-wide GSP consultant and may change from time to time. The Subbasin-wide GSP consultant shall evaluate the monitoring network to ensure:

- (a) There is a proper spatial and temporal coverage to inform a groundwater model;
- (b) The level of monitoring is commensurate with the use in an area (e.g., limited monitoring well(s) in areas that do not pump or higher density of survey benchmarks in areas that have numerous deep wells); and
- (c) The network is balanced, so that should an exceedance occur, it is not biased or weighted as a function of a poorly distributed monitoring network.

ARTICLE IX – COORDINATED DATA MANAGEMENT SYSTEM

9.1 The Parties developed and currently maintain a coordinated data management system that is capable of storing and reporting information relevant to the reporting requirements and/or implementation of the GSP and monitoring network of the Subbasin. After providing the Coordination Committee with data from the individual GSAs, the Plan Manager will ensure the data is stored and managed in a coordinated manner throughout the Subbasin and reported to DWR annually as required.

ARTICLE X – ADAPTIVE MANAGEMENT FRAMEWORK

10.1 The Coordination Committee established a “Adaptive Management Framework” applicable to all GSAs in the Subbasin, which is attached hereto as Exhibit “C” and incorporated herein by this reference. This Adaptive Management Framework shall be further refined as part of the GSP development and implementation.

10.2 If and when required pursuant to Exhibit “C”, each Party to this Agreement shall participate in the procedures discussed therein without regard to whether the Party is represented by another entity on the Coordination Committee

10.3 As part of the Adaptive Management Framework, each Party commits to continue to evaluate and implement projects and management actions (“**P&MAs**”) within its boundaries to reach sustainability in compliance with SGMA.

ARTICLE XI – MODIFICATION OF THIS MOA

11.1 **Addition of a Party.** A Party may be added to this MOA only upon the unanimous vote of Coordination Committee members at a regular or special meeting, the Party’s execution of a counterpart of this MOA, and its provision of any additional documentation required by this MOA. No Party may be added that is not a GSA within the Subbasin or that fails to share in GSP coordinated expenses.

11.2 **Modification or Amendment of this MOA.** The Parties hereby agree that this MOA may be supplemented, amended, or modified only by a writing signed by all Parties.

11.3 **Amendment for Compliance with Law.** Should any provision of this MOA be determined to not be in compliance with legal requirements under circumstances where amendment of the MOA to include a provision addressing the legal requirement will cure the non-compliance, the Parties agree to promptly prepare and shall not unreasonably withhold approval of such amendment.

ARTICLE XII – WITHDRAWAL, TERM, AND TERMINATION

12.1 **Withdrawal.** A Party may unilaterally withdraw from this MOA without causing or requiring termination of this MOA, effective upon one (1) year written notice to the Secretary and all other Parties. The Plan Manager shall report any such withdrawal to DWR and/or the State Water Board within five (5) days of receipt of the written notice.

Any Party who withdraws shall remain obligated for GSP coordinated expenses as provided in a separate Cost Sharing Agreement. If no separate Cost Sharing Agreement is then in effect or enforceable against the withdrawing Party, the Party is obligated to pay its share of all debts, liabilities, and obligations the Party incurred or accrued under the MOA prior to the effective date of such withdrawal, which is one (1) year after providing written notice to the Secretary and all other Parties, and as also may be established under its separate GSA Group agreement, as applicable, concerning such share of obligations.

Upon withdrawal, a Party agrees that it has a continuing obligation to comply with SGMA and any coordination guidelines and regulations issued by DWR, which require a coordination agreement if there are multiple groundwater sustainability plans in the Subbasin. This obligation shall survive the withdrawal from this MOA and is for the express benefit of the remaining Parties.

12.2 **Term; Termination of Coordination Agreement.** This MOA shall take effect on the Effective Date. Provisions requiring compliance with, and implementation of, the GSP, shall become operative and binding upon the adoption of the GSP. Unless modified as provided in Article 11.2 or terminated as provided in Article 12.3, this MOA shall continue for a term that is coterminous with the requirements of SGMA for the existence of the GSP for the Subbasin. At the time the GSP is adopted by all Parties and this MOA is operative and binding upon the Parties, the Coordination Agreement shall automatically terminate.

12.3 **Termination.** This MOA may be terminated or rescinded by the unanimous written consent of all Parties. Nothing in this MOA shall prevent the Parties from entering into a coordination agreement for coordination with any other subbasin.

12.4 **Indemnification.** No Party nor SLDMWA, nor any director, officer or employee of a Party or SLDMWA, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party or SLDMWA under or in connection with this MOA. Each Party shall fully indemnify and hold harmless each other Party and SLDMWA and its agents, directors, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party pursuant to this MOA.

ARTICLE XIII – PROCEDURES FOR RESOLVING CONFLICTS

13.1 In the event of any dispute arising from or relating to this MOA, except for disputes arising from the inability of the Coordination Committee to reach a unanimous decision, the disputing Party shall, within thirty (30) calendar days of discovery of the events giving rise to the dispute, notify all Parties to this MOA in writing of the basis for the dispute. Within thirty (30) calendar days of receipt of said notice, all interested Parties shall meet and confer in a good-faith attempt to informally resolve the dispute. All disputes that are not resolved informally shall be submitted to arbitration. Within ten (10) days following the failed informal proceedings, each interested Party shall nominate and circulate to all other interested Parties the name of one arbitrator. Within ten (10) days following the nominations, the interested Parties shall rank their top three (3) among all nominated arbitrators, awarding three points to the top choice, two points

to the second choice, one point to the third choice and zero points to all others. Each interested Party shall forward its tally to the Secretary, who shall tabulate the points and notify the interested Parties of the arbitrator with the highest cumulative score, who shall be the selected arbitrator. The Secretary may also develop procedures for approval by the Parties, for selection in the case of tie votes or in order to replace the selected arbitrator in the event such arbitrator declines to act. The arbitration shall be administered in accordance with the procedures set forth in the California Code of Civil Procedure, section 1280, *et seq.*, and of any state or local rules then in effect for arbitration pursuant to said section. Upon completion of arbitration, if the controversy has not been resolved, any Party may exercise all rights to bring a legal action relating to the controversy.

ARTICLE XIV – GENERAL PROVISIONS

14.1 **Authority of Signers.** The individuals executing this MOA represent and warrant that they have the authority to enter into this MOA and to legally bind the Party for whom they are signing to the terms and conditions of this MOA.

14.2 **Governing Law.** The validity and interpretation of this MOA will be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Merced, State of California.

14.3 **Severability.** Except as provided for cure by amendment in Articles 11.2 and 11.3, if any term, provision, covenant, or condition of this MOA is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this MOA will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

14.4 **Counterparts.** This MOA may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.

14.5 **Good Faith.** The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this MOA and to execute such further instruments and documents as are reasonably necessary, appropriate, expedient, or proper to carry out the intent and purposes of this MOA.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Dated: _____

ALISO WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

CENTRAL DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF DOS PALOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF FIREBAUGH GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF GUSTINE GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF LOS BANOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF NEWMAN GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF PATTERSON GSA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MADERA-3 GSA

Print Name: _____

Print Title: _____

Dated: _____

**COUNTY OF MERCED DELTA-MENDOTA
GSA**

Print Name: _____

Print Title: _____

Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Dated: _____

FARMERS WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA A
GSA**

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA B
GSA**

Print Name: _____

Print Title: _____

Dated: _____

GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

ORO LOMA WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA**

Print Name: _____

Print Title: _____

Dated: _____

TURNER ISLAND WATER DISTRICT-2 GSA

Print Name: _____

Print Title: _____

Dated: _____

**WEST STANISLAUS IRRIGATION DISTRICT
GSA 1**

Print Name: _____

Print Title: _____

Dated: _____

WIDREN WATER DISTRICT GSA

Print Name: _____

Print Title: _____

EXECUTING NOT AS A PARTY:

Dated: _____

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY**

Print Name: _____

Print Title: _____

EXHIBIT “A”

Parties to the MOA

1. Aliso Water District GSA
2. Central Delta-Mendota GSA
(Includes: San Luis Water District, Panoche Water District, Tranquillity Irrigation District, Fresno Slough Water District, Eagle Field Water District, Pacheco Water District, Santa Nella County Water District, Mercy Springs Water District, County of Merced, and County of Fresno)
3. City of Dos Palos GSA
4. City of Firebaugh GSA
5. City of Gustine GSA
6. City of Los Banos GSA
7. City of Mendota GSA
8. City of Newman GSA
9. City of Patterson GSA
10. County of Madera–3 GSA
11. County of Merced Delta-Mendota GSA
12. DM II GSA
13. Farmers Water District GSA
14. Fresno County Management Area A GSA
15. Fresno County Management Area B GSA
16. Grassland GSA
17. Northwestern Delta-Mendota GSA
18. Oro Loma Water District GSA
19. Patterson Irrigation District GSA
20. San Joaquin River Exchange Contractors GSA
(Includes: Central California Irrigation District, San Luis Canal Company, Firebaugh Canal Water District, and Columbia Canal Company)

21. Turner Island Water District-2 GSA
22. West Stanislaus Irrigation District GSA 1
23. Widren Water District GSA

EXHIBIT “B”

Coordination Committee Representatives & Participation Percentages

Coordination Committee Representatives		Group Contact Agency	Participation Percentage
1	Aliso Water District GSA Aliso Water District GSA	Aliso Water District GSA	1/7
2	Farmers Water District GSA Farmers Water District GSA	Farmers Water District GSA	1/7
3	Fresno County Management Area A and B GSAs Group Fresno County Management Area A GSA Fresno County Management Area B GSA	Fresno County	1/7
4	Central Delta-Mendota GSAs Group Central Delta-Mendota GSA Oro Loma Water District GSA Widren Water District GSA	Central Delta-Mendota GSA	1/7
5	Northern Delta-Mendota GSAs Group City of Patterson GSA DM-II GSA Northwestern Delta-Mendota GSA Patterson Irrigation District GSA West Stanislaus Irrigation District GSA	West Stanislaus Irrigation District	1/7
6	Grassland GSAs Group Grassland GSA Merced County Delta-Mendota GSA	Grassland Water District	1/7
7	San Joaquin River Exchange Contractors GSAs Group City of Dos Palos GSA City of Firebaugh GSA City of Gustine GSA City of Los Banos GSA City of Mendota GSA City of Newman GSA Madera County GSA Merced County Delta-Mendota GSA San Joaquin River Exchange Contractors GSA Turner Island Water District-2 GSA	San Joaquin River Exchange Contractors GSA	1/7

EXHIBIT “C”

ADAPTIVE MANAGEMENT FRAMEWORK FOR THE SUBBASIN

The Groundwater Sustainability Agencies (“GSAs”) in the Delta-Mendota Subbasin (the “Subbasin”) acknowledge that the Sustainable Groundwater Management Act (“SGMA”) has a long-term horizon to achieve sustainability and that management of the Subbasin will require an iterative process on the part of the GSAs and the Coordination Committee to review groundwater conditions at least annually and propose revisions to underlying data, methodologies, assumptions, sustainable management criteria, projects, management actions, and other Subbasin-wide coordinated information as necessary to meet changing conditions. Accordingly, the GSAs in the Subbasin establish the following framework for addressing MT exceedances in the SGMA implementation period, as will be further described in the adopted GSP:

1. As a Subbasin-wide Activity, the Subbasin-wide GSP Consultant shall initiate a review of Subbasin-wide data within sixty (60) days after that data is due to be submitted by each GSA (the “Review”). As reporting dates vary based upon the Sustainable Management Criteria (“SMC”), this Review will be done on a regular basis and will be a regular agenda item on the Coordination Committee agendas.
2. The Review shall take into account all matters to be considered in the Annual Report pursuant to the DWR Regulations, section 356.2, including, but not limited to, changes in groundwater elevation, groundwater storage, subsidence, water quality and the status of minimum thresholds (“MTs”) and interim milestones in the Subbasin GSP.
3. Should GSA activities result in either a) a pattern of data showing a downward trend (towards a MT exceedance), or b) a MT exceedance, the Coordination Committee (at the recommendation of the Plan Manager, a designated subcommittee, or the Subbasin-wide GSP Consultant) shall immediately notify the GSA and add the downward trend or exceedance information to the next Coordination Committee agenda packet. That GSA shall also be provided with a checklist to help evaluate possible causes of the MT downward trend or exceedance.
4. The GSA may request the Subbasin-wide GSP Consultant to coordinate such trend or exceedance information with that GSA’s own consultant, as applicable. Within thirty (30) days of said notice, the GSA shall present a plan of action to the Coordination Committee to address how the GSA will mitigate any downward trend or exceedance and in what timeframe. The intent is for the Coordination Committee to discuss the mitigation plan in an effort to provide helpful ideas to the GSA. However, the GSA is solely responsible for the management actions within its boundaries and the costs to remedy the cause of the MT exceedance if it is attributed to activities occurring within such GSA’s jurisdictional boundaries and/or that GSA is not operating within its Sustainable Yield (the “Responsible GSA”). At its sole cost and expense, the Responsible GSA may ask the Subbasin-wide GSP Consultant to further determine: (a) what caused the exceedance; (b) whether or not the Responsible GSA has control over the cause of the MT downward trend or exceedance; (c) whether it is an intra-basin impact from another GSA or an inter-basin impact by a neighboring subbasin; and (d) whether or not the MT exceedance caused injury.

5. If there is a determination by the Subbasin-wide GSP Consultant that any MT downward trend or exceedance was caused by intra-basin impacts from another GSA within the Subbasin, such determination will be brought back to the Coordination Committee for further discussion and potential Subbasin-wide action. The Coordination Committee will work with other GSAs to increase existing GSA coordination to remedy the issues causing the downward trend or exceedance and to remedy the responsibility of costs associated with identifying and mitigating the exceedance.

6. If there is a determination that any MT exceedance was caused by a neighboring subbasin, this should be brought back to the Coordination Committee for further discussion and potential Subbasin-wide action. Costs for initial investigation by the Subbasin-wide GSP Consultant of a MT downward trend or exceedance across Subbasin boundary lines (such as water quality issues, subsidence, or depletion of interconnected surface waters) shall be shared amongst the Coordination Committee equally between Coordination Committee members (i.e. 1/7th each). The Coordination Committee will work with other subbasins to expand existing inter-basin coordination to remedy the issues causing the downward trends or exceedances.

7. In the event that the GSA is unable to mitigate or avoid future MT exceedances with its existing projects and management actions (“P&MAs”) and within the timeframe presented to the Coordination Committee, the GSA may seek assistance from the Coordination Committee. The Coordination Committee may recommend policies or programs to the GSA that the GSA could, in its discretion, adopt to remedy the existence of a MT exceedance and to avoid undesirable results. Furthermore, the Coordination Committee may consider setting triggers in the GSP for GSAs to implement management actions [e.g., sequencing P&MAs] or work on alternative options.



EXHIBIT “D”
SUBBASIN-WIDE ACTIVITIES
(Initial List)

- Preparation of and submittal of annual reports
- Preparation of annual estimates of Coordinated Plan Expenses presented by the Secretary and any updates to such estimates, in accordance with the budgetary requirements of the respective Parties
- Plan Manager costs and expenses for the work directed by the Coordination Committee
- Subbasin-wide Consultant costs and expenses, including, but not limited to, collecting information from the Subbasin GSAs, processing technical data, and those identified in Exhibit “C” for the Adaptive Management Framework for the Subbasin
- Preparation of and submittal of five-year updates to the GSP
- Revisions to this MOA
- Subbasin-wide outreach
- Litigation costs for an attorney coordinating the GSAs for litigation filed against the entire Subbasin
- Costs for initial investigation by the Subbasin-wide GSP Consultant of a MT downward trend or MT exceedance across Subbasin boundary lines

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)
DEVELOPMENT OF A SINGLE GROUNDWATER SUSTAINABILITY PLAN FOR
THE DELTA-MENDOTA SUBBASIN
SPECIAL PROJECT AGREEMENT

THIS SPECIAL PROJECT AGREEMENT (this “Special Project Agreement”) is entered into this 24th day of July, 2023 (the “Effective Date”), by and among (i) San Luis & Delta-Mendota Water Authority (the “Authority”); and (ii) the “Special Project Participants” identified on Exhibit “A”, which is attached hereto and incorporated herein by this reference. The Authority and the Special Project Participants may be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, in order to efficiently coordinate among the large number of groundwater sustainability agencies (“GSAs”) in the Delta-Mendota Subbasin (“Subbasin”), the GSAs desire to develop and adopt one groundwater sustainability plan (“GSP”) for the Subbasin to support sustainable management of the Subbasin in compliance with the Sustainable Groundwater Management Act (“SGMA”); and

WHEREAS, the purpose of this Special Project Agreement is to provide the contractual basis for its signatories to utilize the resources of the Authority to allow for coordinated access to administrative resources, technical resources, and other services, and to provide mechanisms for sharing the benefits and expenses of obtaining such resources for the purpose of developing a single GSP for the Subbasin to comply with SGMA; and

WHEREAS, the Authority and several of the Special Project Participants—Del Puerto Water District (“DPWD”), Patterson Irrigation District (“PID”), West Stanislaus Irrigation District (“WSID”), Oak Flat Water District (“OFWD”), City of Patterson, Merced County, and Stanislaus County, are also parties to that certain Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement, dated August 30, 2021, as amended (“Northern DM SGMA Activity Agreement”); and

WHEREAS, the Authority and several of the Special Project Participants—San Luis Water District (“SLWD”), Panoche Water District, Tranquillity Irrigation District (“TID”), Fresno Slough Water District (“FSWD”), Eagle Field Water District (“EFWD”), Pacheco Water District (“Pacheco WD”), Mercy Springs Water District (“MSWD”), Santa Nella County Water District (“SNCWD”), Fresno County, Merced County, Widren Water District (“Widren WD”), and Oro Loma Water District (“OLWD”), are also parties to that certain Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement, dated November 1, 2018, as amended (the “Central DM SGMA Activity Agreement”); and

WHEREAS, like this Special Project Agreement, a purpose of the Northern DM SGMA

Activity Agreement and the Central DM SGMA Activity Agreement (the “Activity Agreements”), is to provide a contractual basis for its participants to realize coordinated access to the administrative and technical resources of the Authority, and to provide a mechanism for sharing the benefits and expenses of obtaining such resources; and

WHEREAS, Section 16 of each of the Activity Agreements provides that participants may enter into a Special Project Agreement to achieve any of the purposes or activities authorized by the Activity Agreement and to share in the expenses and costs of such activity; and

WHEREAS, pursuant to that certain Delta-Mendota Subbasin Coordination Agreement effective December 12, 2018, entered into by all of the GSAs in the Delta-Mendota Subbasin, Parties that are not Activity Participants, as defined in the Activity Agreements, may enter into a cost sharing agreement with the Authority for the performance of designated functions; and

WHEREAS, the Special Project Participants each desire to enter into this Special Project Agreement with the Authority for the purposes of identifying a methodology for sharing single GSP development expenses, consistent with the Coordination Agreement and as appropriate, the Activity Agreements, and pursuant to the terms described herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, in the Coordination Agreement and Activity Agreements, and the above stated Recitals, which are deemed true and correct and incorporated herein, the Parties hereto agree as follows:

1. **Title**. The title of this special project is “Delta-Mendota Subbasin Single GSP Development Project” (the “Special Project”).

2. **Funding Source**. The Authority shall provide accounting and billing services to collect from the Special Project Participants in accordance with this Special Project Agreement, all applicable terms of the Coordination Agreement, and as appropriate, the Activity Agreements.

3. **Funding Shares**. Costs for single GSP development services provided by EKI Environment and Water, Inc. (EKI) will be divided by Special Project Participants based on shares approved by Coordination Committee members at the October 9, 2023 regular meeting of the Coordination Committee. The total approved funding amount for EKI’s services to develop the single GSP is one million four hundred one thousand fifty-two and no/100 dollars (\$1,401,052.00). Additional support and coordination will be provided by Baker, Manock & Jensen, PC and Authority staff with such costs to be split proportionally by all Special Project Participants in compliance with this Special Project Agreement.

4. **Description**. EKI will coordinate gathering and compiling the necessary information and documents to address DWR’s “Inadequate Determination of the Revised 2020 Groundwater Sustainability Plans Submitted for the San Joaquin Valley Basin – Delta-Mendota Subbasin” dated March 2, 2023, in the development of the Special Project. The Parties agree EKI shall serve as the lead for this Special Project, and other consultants employed by GSAs in the Subbasin shall assist by supplying EKI with requested information in as timely a manner as possible. Costs for the work of other GSA consultants shall be the sole responsibility of

employing/contracting GSA.

5. **Participation.** The Authority will assist the Special Project Participants by soliciting and accepting a proposal from EKI. The Authority has previously entered into a master services agreement with EKI. The Authority will provide all administrative services to the Special Project Participants in accordance with the Coordination Agreement and as appropriate, the Activity Agreements. The Parties shall cooperate with each other to achieve the purposes of this Special Project Agreement.

6. **Special Project Expense Share.** The Special Project Participants shall pay, in shares as memorialized in Exhibit "B" attached hereto and incorporated herein by this reference, and as unanimously approved by all Coordination Committee members at the October 9, 2023 regular meeting, all of the expenses and costs of activities performed pursuant to this Special Project Agreement. The Special Project Participants agree that all expenses and costs incurred by the Authority under this Special Project Agreement are the expenses and costs of the Special Project Participants only, and not of the Authority or of any other party not participating in this Special Project.

7. **Participation Obligations.** The Special Project Participants shall hold the Authority, and all Authority members and other third-parties that are not participating in this Special Project Agreement, free and harmless from liability and shall indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from performance of this Special Project Agreement.

8. **Term and Termination.** This Special Project Agreement shall commence upon execution by the Authority and all of the Special Project Participants, and remain in effect for the duration of the single GSP development process and performance of Special Project services. This Special Project Agreement shall terminate at the conclusion of implementation of the Special Project services pursuant to the submittal of a single GSP for the Delta-Mendota Subbasin to the State Water Resources Control Board.

9. **Information Access.** The Special Project Participants shall have reasonable access to all compiled data, draft documents, reports, records and other such information that is developed and submitted to the Authority as a part of the single GSP development.

10. **Interpretation of Documents.** As to matters addressed by this Special Project Agreement, in the event of any conflict or inconsistency between the terms of the Special Project Agreement and Coordination Agreement, or the terms of the Special Project Agreement and the Activity Agreements, this Special Project Agreement shall govern. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them by the Coordination Agreement and/or Activity Agreements.

NOW, THEREFORE, the duly authorized undersigned representatives have executed this Special Project Agreement as of the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Special Project Agreement as of the Effective Date.

Dated: _____ **ALISO WATER DISTRICT GSA**

Print Name: _____
Print Title: _____

Dated: _____ **CENTRAL DELTA-MENDOTA GSA**

Print Name: _____
Print Title: _____

Dated: _____ **CITY OF DOS PALOS GSA**

Print Name: _____
Print Title: _____

Dated: _____ **CITY OF FIREBAUGH GSA**

Print Name: _____
Print Title: _____

Dated: _____ **CITY OF GUSTINE GSA**

Print Name: _____
Print Title: _____

Dated: _____ **CITY OF LOS BANOS GSA**

Print Name: _____
Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF NEWMAN GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF PATTERSON GSA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MADERA-3 GSA

Print Name: _____

Print Title: _____

Dated: _____

**COUNTY OF MERCED DELTA-MENDOTA
GSA**

Print Name: _____

Print Title: _____

Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Dated: _____

FARMERS WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA A
GSA**

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA B
GSA**

Print Name: _____

Print Title: _____

Dated: _____

GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Print Name: _____

Print Title: _____

Dated: _____

ORO LOMA WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA**

Print Name: _____

Print Title: _____

Dated: _____

TURNER ISLAND WATER DISTRICT-2 GSA

Print Name: _____

Print Title: _____

Dated: _____

**WEST STANISLAUS IRRIGATION DISTRICT
GSA 1**

Print Name: _____

Print Title: _____

Dated: _____

WIDREN WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY**

Print Name: _____

Print Title: _____

EXHIBIT “A”

Special Project Participants

Special Project Participants	
1	Aliso Water District GSA Aliso Water District GSA
2	Farmers Water District GSA Farmers Water District GSA
3	Fresno County Management Area A and B GSAs Group Fresno County Management Area A GSA Fresno County Management Area B GSA
4	Central Delta-Mendota GSAs Group Central Delta-Mendota GSA Oro Loma Water District GSA Widren Water District GSA
5	Northern Delta-Mendota GSAs Group City of Patterson GSA DM-II GSA Northwestern Delta-Mendota GSA Patterson Irrigation District GSA West Stanislaus Irrigation District GSA
6	Grassland GSAs Group Grassland GSA Merced County Delta-Mendota GSA
7	San Joaquin River Exchange Contractors GSAs Group
	San Joaquin River Exchange Contractors GSA

EXHIBIT “B”

Cost-Sharing Allocation

GSA Group	Acres	Allocated %	Scaled Approach	Acreage (%)
San Joaquin River Exchange Contractors GSA	291,069	16.70%	\$233,976	38.17%
Central Delta-Mendota GSAs Group	163,787	16.70%	\$233,976	21.48%
Northern Delta-Mendota GSAs Group	152,140	16.70%	\$233,976	19.95%
Grassland GSAs Group	104,137	15.20%	\$212,960	13.66%
Aliso Water District GSA	26,636	12.70%	\$177,934	3.49%
Fresno County Management Area A and B GSAs Group	22,519	11.00%	\$154,116	2.95%
Farmers Water District GSA	2,214	11.00%	\$154,116	0.29%
Total	762,502	100.00%	\$1,401,052	

RESOLUTION NO. 24-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A
COST SHARING AGREEMENT BETWEEN THE STATE DEPARTMENT OF
TRANSPORTATION (CALTRANS) AND THE CITY OF FIREBAUGH RELATED TO
ELECTICAL FACILITIES ALONG STATE ROUTE 33**

WHEREAS, the State Department of Transportation (“CalTrans”) requires that the city execute a cost sharing agreement for any electrical facilities within the State right-of-way for the purpose of allocating the City’s and State’s respective obligations relative to the electrical energy along State Highway Route; and

WHEREAS, the City of Firebaugh agrees to the cost of operating and maintaining flashing-beacons traffic-signals, traffic-signal systems, safety-lighting, and sign-lighting now in place at the intersection of any State Highway Route and any City Street/road shall be shared as shown in Exhibit “A”; and

WHEREAS, approval of the attached for Cost Sharing Electrical Facilities Agreement is necessary to operating and maintaining facilities along State Highway Route; and

WHEREAS, this agreement shall supersede any previous Agreement and/or Amendments thereto for sharing-incurred costs with the city; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Firebaugh that the Cost Sharing Electrical Facilities Agreement with Caltrans related to the State Route 33, attached hereto as **Attachment A**, is approved and that the City Manager, Ben Gallegos, or his designee, and the Mayor are authorized to execute the 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 4th day of March 2024, by the following vote:

AYES: **Council Member(s)**

NOES: **Council Member(s)**

ABSENT: **Council Member(s)**

ABSTAIN: **Council Member(s)**

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

Attachment “A”

**AGREEMENT FOR SHARING COST OF STATE HIGHWAY ELECTRICAL FACILITIES
WITH CITY OF FIREBAUGH**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Firebaugh, hereinafter referred to as "CITY" and collectively referred to as "PARTIES"

This Agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State-incurred costs with the CITY.

The cost of operating and maintaining flashing-beacons traffic-signals, traffic-signal systems, safety-lighting, and sign-lighting now in place at the intersection of any State Highway Route and any City street/road shall be shared as shown in Exhibit "A."

1. Basis for Billing:

1.1. It is agreed that quarterly billings for flashing-beacons, traffic-signals, and traffic-signal systems shall be based on actual intersection costs, which are as follows:

1.1.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses

1.1.2. Electrical energy

1.2. It is agreed that quarterly billings for safety-lighting and sign-lighting shall be based on calculated unit-costs derived by averaging STATE's District-wide costs each quarter. Costs are as follows:

1.2.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses

1.2.2. Electrical energy

1.3. It is agreed that quarterly billings invoiced to CITY for STATE-owned and maintained electrical facilities identified in Exhibit "A" will be based on actual costs paid by STATE, when derived from utility company billings. STATE will bill CITY quarterly in arrears for any CITY share of electrical facilities expenses shown in Exhibit "A."

2. Exhibit "A" will be amended, as necessary by written concurrence of both parties, to reflect changes to the system.
3. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billings by CITY.

4. LEGAL RELATIONS AND RESPONSIBILITIES

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
 - 4.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with exception of those actions of STATE necessary to cure a noticed default on the part of the CITY.
 - 4.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
5. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES; by either party upon thirty (30) days' notice to the other party.

6. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF FIREBAUGH

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

Initiated and Approved

By: _____
Director of Public Works

By: _____
John Liu, Deputy District Director
Maintenance and Operations

ATTEST:

By: _____
City Clerk

8/17/2022

EXHIBIT A
ELECTRICAL FACILITY COST SHARING AGREEMENT
BETWEEN STATE AND CITY OF FIREBAUGH

Effective September 1, 2022

BASIS OF COST DISTRIBUTION
State-Owned and Maintained
Billed by the State

ROUTE	POST MILE	LOCATION DESCRIPTION	TYPE OF FACILITY	E- NUMBER UNITS	DISTRIBUTION	
					STATE	CITY
<u>"L" LIGHTS</u>						
33	70.1	SR 33 & 13th	4-200W(HPS)	2.0	50%	50%
33	70.190	SR 33 & Nees	4-150W(HPS)	2.0	50%	50%
<u>SIGNALS</u>						
33	70.100	SR 33 & 13th	"P"	E2202	50%	50%
33	70.190	SR 33 & Nees	"P"	E2201	50%	50%

EXHIBIT A

**ELECTRICAL FACILITY COST SHARING AGREEMENT
BETWEEN STATE AND CITY OF FIREBAUGH****Effective September 1, 2022**

BASIS OF COST DISTRIBUTION
City-Owned and Maintained
Billed by the City

ROUTE	POST MILE	LOCATION DESCRIPTION	UNITS	DISTRIBUTION	
				STATE	CITY
<u>RADAR FEEDBACK SPEED</u>					
33	69.63	Btw Morris Kyle Dr & Saipan Ave	1	0%	100%
33	70.55	SR 33/8th Street	1	0%	100%



FIREBAUGH POLICE DEPARTMENT

ANNUAL REPORT



2023

CHIEF'S MESSAGE



Dear City Council and Community Members,

It is with great pleasure and a sense of accomplishment that I present to you the annual overview of operations of the Firebaugh Police Department. 2023 marks a significant milestone for our department as we embarked on a new beginning that started on December 12th, the day we moved into a newly renovated building. The journey to this point was not without its challenges, as it took years of planning and diligent efforts to secure funding for the renovation. I am deeply grateful to everyone in our community and our elected officials who played a pivotal role in helping us realize our dream of a new state-of-the-art facility.

We witnessed the transformation of the Firebaugh Superior Court into our new building, both inside and out. The transition was a monumental achievement, as we had outgrown the limitations of our previous location at 1575 11th Street and were faced with the challenges of maintaining a deteriorating structure that was falling apart. Our new facility now provides ample office space and a modern environment that all members of our department can take pride in.

This annual report serves as an overview of our department's operations and highlights our ongoing efforts in crime prevention and public safety. Included in this report is a summary of crime statistics, which provides valuable insights into our crime-fighting initiatives and the impact they have on our community.

Thank you for your continued support and partnership as we work together to build a safer, stronger, and more vibrant Firebaugh for all.

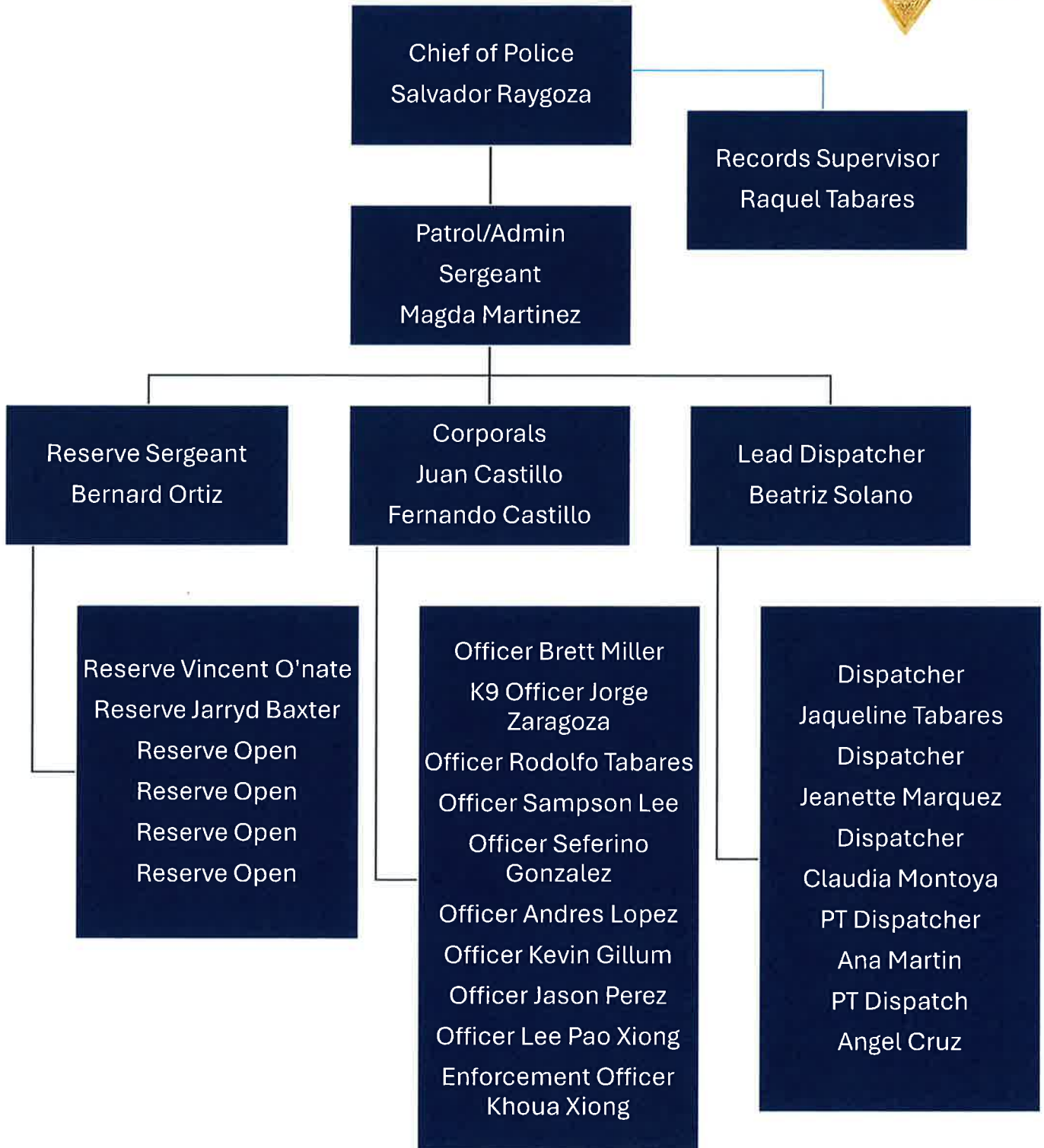
Sincerely,

A handwritten signature in dark ink, appearing to read "Salvador Raygoza".

Salvador Raygoza
Chief of Police

ORGANIZATIONAL CHART

FIREBAUGH PD ORGANIZATIONAL CHART



AGENCY'S OVERVIEW

FIREBAUGH POLICE
50 YEARS

FIREBAUGH POLICE
1974



FIREBAUGH POLICE
2024

AGENCY OVERVIEW

PATROL DIVISION

The Firebaugh Police Department's Patrol Division plays a critical role in maintaining the safety and security of our community. Led by a dedicated team of law enforcement professionals, officers are responsible for responding to calls for service, criminal investigations, search warrants, and enforcing traffic laws to ensure the well-being of our residents. They continued to uphold the high standards of service that have contributed to our city's low crime and traffic accident rate.



The unit is led by one sergeant who oversees patrol operations, supported by two corporal shift supervisors and nine patrol officers. In small police departments like ours, supervisors often play a hands-on role in answering calls for service and conducting investigative crime reports, demonstrating their commitment to serving the community effectively. Despite the

demanding nature of their roles, the unit remained fully staffed throughout the year, with no manpower shortages impacting their ability to respond promptly to calls for assistance.

In 2023, the patrol officers responded to a total of 13,364 citizen calls for service, demonstrating their commitment to being there for the community when needed. Additionally, officers initiated 3,412 self-initiated calls, proactively addressing potential issues, and maintaining a visible presence in the community. Through diligent traffic enforcement efforts, the unit issued 1308 traffic citations, contributing to the overall safety of our roadways.

The efforts of the unit have had a significant impact on the overall safety and security of Firebaugh. Their proactive approach to law enforcement, combined with their dedication to serving the community, has helped maintain a low crime rate and accident rate in our city. By prioritizing traffic enforcement and rapid response to calls for service, the officers have fostered a sense of security and trust among residents.

THREE YEAR PATROL STATS COMPARISON



AGENCY OVERVIEW

RECORDS DEPARTMENT

The Firebaugh Police Department Records Department has undergone significant changes and enhancements in response to evolving laws, increased record volumes, and the growing complexity of record-keeping requirements. With the establishment of a dedicated Records Supervisor position at the beginning of fiscal year 2023, the department has strengthened its capacity to manage and maintain essential police records, ensuring compliance with regulations, facilitating case filings, and supporting the department's operational needs. Under the leadership of Records Supervisor

Raquel Tabares, the Records Department has played a pivotal role in streamlining record-related activities and enhancing the overall efficiency and effectiveness of record management within the department.

With the approval of the City Council, the department was able to establish a dedicated role focused on overseeing the maintenance and management of all police reports, ensuring accurate case filings, submitting statistics to the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI), managing personnel records, and overseeing the release of department records. These responsibilities encompass a wide range of critical record-related activities that are essential for the department's operations, compliance, and accountability.

Records Supervisor Raquel Tabares is now leading the Records Department and ensuring the efficient and effective management of department records. With her expertise and dedication, Supervisor Tabares will oversee the organization, maintenance, and dissemination of a vast array of records, including police reports, case filings, statistical submissions, and personnel records. Her attention to detail, commitment to accuracy, and adherence to regulatory requirements will be essential in upholding the integrity and reliability of department records, supporting law enforcement operations, and promoting transparency and accountability within the department.



AGENCY OVERVIEW

DISPATCH CENTER

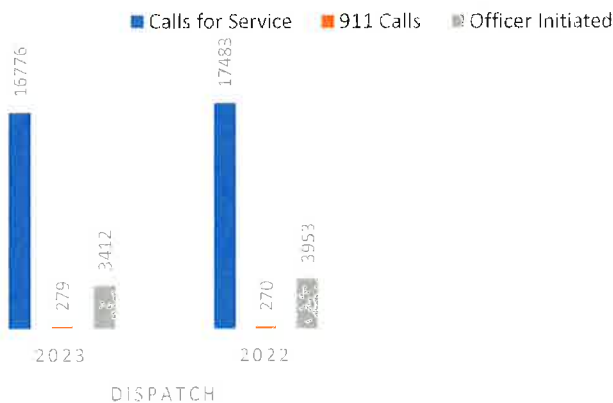
The Firebaugh Police Department Dispatch Center serves as the vital link between the community and our officers in the field. In 2023, our dedicated team worked tirelessly to ensure the safety and well-being of our residents by answering a total of 16,776 calls for service.

Our dispatch center is staffed with one lead dispatch supervisor, three full-time dispatchers, and two part-time dispatchers, all of whom play a crucial role in providing top-notch service to our community. With a significant portion of our callers being Spanish speaking, all members of our dispatch team are bilingual, ensuring seamless communication and understanding in every interaction.



The dispatch center operates 24 hours a day, (7 days a week, including holidays), providing around-the-clock support to our community. Whether it's a routine call or an emergency situation, our dispatchers are always ready to respond promptly and professionally to ensure the safety and security of our residents.

DISPATCH STATS



In addition to dispatching for law enforcement, our dispatch center also handles dispatch services for our local volunteer fire department. This collaboration allows for efficient coordination between emergency responders, ensuring a swift and coordinated response to fire-related incidents in our community.

AGENCY OVERVIEW

CODE ENFORCEMENT / ANIMAL CONTROL

The department currently has one full-time sworn code enforcement officer, who is responsible for enforcing the city's municipal code. The officer is also responsible for animal control duties, which consist of picking up loose dogs and working together with volunteer personnel who care for the canines.

The Firebaugh Police Department's Code Enforcement/Animal Control Officer is committed to the beautification of our neighborhoods and the entire community by addressing concerns of unsafe, unhealthy, and unsightly conditions within our city.

The Code Enforcement Officer has two main functions: community preservation and animal control services, and works in partnership with other city departments, allied agencies, and the community to enforce violations of the Municipal and Zoning Ordinances.

Code Enforcement initiates action after receiving a complaint or observing a violation. In all cases, the property owner is notified of any existing violations. If a property owner does not take action to correct the violation, the property may be declared a public nuisance and will be subject to abatement by the city. Property owners will be held responsible for all costs incurred by the city to abate the violations on their property.

The Firebaugh Police Department will strive to keep the community a place our citizens are glad to call home. With this idea in mind, we will work to provide a clean, safe, and healthy environment and improve the overall quality of life.

FIREBAUGH POLICE RESERVE OFFICER PROGRAM

The Firebaugh Police Reserve Officer Program plays a crucial role in supporting the operations of the police department by providing additional manpower and assistance during various events and patrol shifts. Despite facing challenges, the officers have continued to contribute to the department's mission of ensuring public safety and security in the community.

The reserve officer program saw a decrease in the number of reserve officers from five to three. The recruitment and retention of officers has been challenging, as many police departments across the state are actively hiring full-time officer positions with attractive sign-on bonuses. The competitive landscape and manpower shortages in law enforcement agencies have posed obstacles in attracting new reserve officers to the program.

Despite the decrease in numbers, the reserve officers of the police department continue to play a vital role in the department's operations. They provide essential support by covering patrol shifts when needed, offering police security services at weddings and private events, and assisting during community events such as the annual Cantaloupe Roundup and Christmas Parade. The reserve officers' flexibility and willingness to step in during officer absences, vacations, or extended time off have been crucial in ensuring the department's operational continuity and effectiveness.

AGENCY OVERVIEW

K9 PROGRAM

Kona is a rescue from 11th Hour K-9 Rescue. She is a 3-1/2-year-old Pit Bull, and Boarder-collie mix, who is trained in narcotic detection.

In addition to its operational duties, K-9 Kona is actively involved in community presentations and outreach events. These engagements provide an opportunity for residents to learn about the K-9 program, witness K-9 demonstration skills, and help foster positive relationships between law enforcement and the community.

While on breaks, Kona enjoys walking around in the office and her toy ball.

Officer Kona is assigned to full time patrol, with K-9 Officer Jorge Zaragoza.



HOMELESSNESS

HOMELESSNESS IN FIREBAUGH

While many communities throughout the state are facing challenges related to the unhoused, Firebaugh stands out with a relatively low number. As of the latest data, there are only 5 individuals who are unsheltered within the city limits.

It is important to note that the majority of the unhoused are lifelong residents of the city. This indicates a unique aspect of the homelessness situation in Firebaugh, where the unhoused population has deep roots within the community. For years Firebaugh has been engaging our small unsheltered population to help them with their situations, but there is a lack of follow-through on their part which has hindered our efforts. While the low number of unhoused individuals is a positive indicator of the community's resilience, it is essential to remain vigilant and proactive in addressing any emerging challenges related to the houseless.

FIREBAUGH POLICE DEPARTMENT



SALVADOR RAYGOZA **CHIEF OF POLICE**

I want to express my heartfelt appreciation for the unwavering dedication and hard work of our police officers and dispatchers, who continuously strive to provide the best possible service to the citizens of Firebaugh. Their commitment to keeping our community safe and ensuring that Firebaugh remains a place where everyone feels secure and valued is truly commendable.

Together, we strive to make Firebaugh a place where no one wants to leave, and I am confident that with our collective efforts, we will continue to achieve great success in the years to come.



OVERVIEW OF OFFENSES

DRUG OFFENSES, WEAPON ARRESTS, AND DUI ARRESTS

The attached spreadsheet provides an overview of drug offenses, weapon arrests, and driving under the influence (DUI) arrests in Firebaugh over the past three years. The data presented in the attached spreadsheet highlights the trends and patterns in these categories, reflecting the proactive efforts of the Firebaugh Police Department in addressing criminal activities within the community.

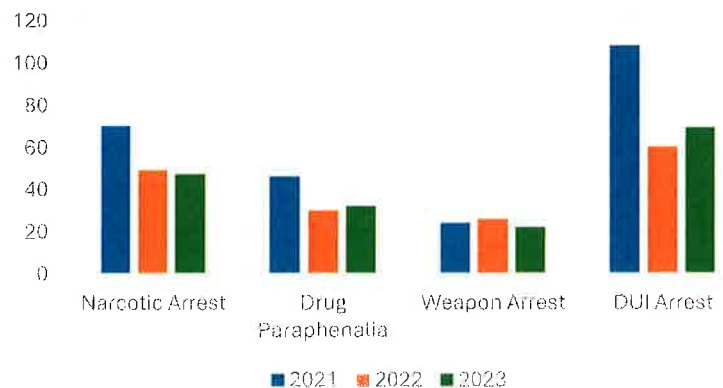
Over the past three years, the Firebaugh Police Department has maintained a vigilant stance against drug offenses in the community. The data reveals a consistent effort in monitoring and apprehending individuals involved in the use and sale of narcotics. The department's commitment to combating drug-related crimes is evident in the number of arrests made and the successful outcomes of related investigations, including the execution of search warrants in other communities.

	2021	2022	2023
Narcotic Arrest	70	49	47
Drug Paraphernalia	46	30	32
Weapons Arrest	24	26	22
DUI Arrest	108	60	69

In addition to drug offenses, the Firebaugh Police Department has also focused on addressing weapon-related crimes within the community. The data shows a proactive approach in identifying and apprehending individuals in possession of illegal weapons. By closely monitoring subjects involved in criminal activities, the department has been able to mitigate potential threats and enhance public safety.

Driving under the influence (DUI) remains a significant concern for public safety, and the Firebaugh Police Department has taken a proactive stance in combating this issue. Through a grant from the Office of Traffic Safety, officers have been allocated resources to work overtime on traffic-related issues, specifically targeting drunk drivers. The data reflects the department's commitment to enforcing DUI laws and ensuring the safety of road users in Firebaugh.

Overview of Offenses

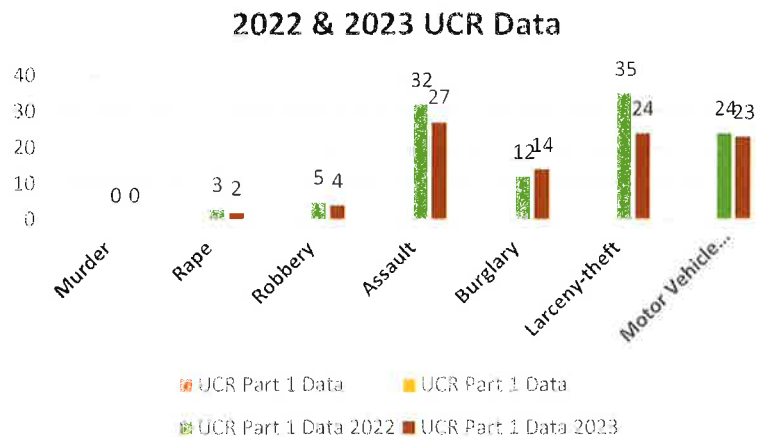


CRIME OVERVIEW

2023 CRIME OVERVIEW

This annual crime report provides an overview of the crime fighting efforts of the Firebaugh Police Department. The report compares crime data using the Uniform Crime Reporting (UCR) and the National Incident-Based Reporting System (NIBRS) Data. NIBRS data is known for its detailed, accurate, and meaningful information, reflecting a wider range of crimes investigated by law enforcement agencies.

The attached graphs and spreadsheets illustrate the comparison between UCR data and NIBRS data. It is important to note that NIBRS data provides a more accurate representation of the types of crimes being investigated, including simple assault, animal cruelty, destruction of property, intimidation, identity theft and several other categories. While most police departments only report UCR data to the public, the Firebaugh Police Department aims to be transparent by presenting both sets of data to our city council and citizens.



NIBRS and UCR data show a decrease in crime across all categories. Despite the perception that the crime numbers may seem high for a city of 8,727 people, it is important to consider that the department investigates all reported crimes within our city.

In the past year, the police department has successfully closed all robbery, aggravated assault, and rape cases with arrests or case being submitted to the District Attorney for filing of charges. Our robbery cases primarily involve local citizens as victims, with a known perpetrator. The most aggravated assaults under UCR data are related to domestic violence cases. Additionally, shoplifting cases often involve individuals from neighboring

	NIBRS DATA			
	2020	2021	2022	2023
Murder	0	0	0	0
Rape	4	7	3	2
Arson	6	4	9	3
Robbery	4	3	6	5
Simple Assault	15	11	16	13
Aggravated Assault	66	73	94	74
Burglary	30	23	19	15
Shoplifting	4	3	12	8
Larceny	25	28	22	25
Auto Theft	23	28	24	23
Vandalism	95	99	193	91

communities, and the department has been successful in closing several cases by collaborating with other agencies and filing charges on involved parties.

The Firebaugh Police Department has been proactive in addressing crime by serving search warrants in neighboring communities to identify and apprehend individuals involved in criminal activities within the city. By following up on leads and making arrests, the department ensures the safety of the community and maintains a reputation as a safe place to raise a family.

EXPLORER PROGRAM

FIREBAUGH POLICE EXPLORER PROGRAM



The Firebaugh Police Explorer Program continues to be a cornerstone of youth engagement and career exploration in law enforcement for young men and women between the ages of 14 and 21. The program provides valuable opportunities for participants to gain hands-on experience, volunteer in the community, and develop essential skills for future careers in law enforcement.

Firebaugh Police Explorer Program currently has six enthusiastic members who actively participate in a wide range of activities and initiatives. The program focuses on engaging young adults in exploring careers in law enforcement, providing them with valuable insights and experiences to help them shape their future aspirations. The program members have

collectively volunteered hundreds of hours to assist with community presentations, events, and youth outreach programs, showcasing their passion for making a positive impact in Firebaugh and beyond. Officer Rodolfo Tabares, as the program director, has been a driving force in inspiring and mentoring young adults to pursue careers in law enforcement, with many past explorers going on to become police officers within Firebaugh and other agencies.

As the Explorer Program continues to nurture and empower young individuals interested in law enforcement careers,

the department has always recognized the potential for future growth and development within the program. With three current members approaching the age for sponsorship through the reserve officer classes, the department aims to support their transition to becoming fully certified police officers by the age of 21. By

investing in local youth and providing them with the resources and guidance needed to succeed in law enforcement, the Firebaugh Police Department is shaping the future of policing in Firebaugh and neighboring communities.



PHOTOGRAPHS





STAFF REPORT

TO: Mayor & City Council
FROM: Ben Gallegos, City Manager
DATE: 3/4/024

Meetings Attended:

General Membership meeting: Presentation by Fresno County District Attorney Lisa Smittcamp on Fentanyl.
Affordable Workforce housing development on former Brownfield sites.
Farmer Appreciation event in Mendota.
JPA 5 Cities Executive Committee Meeting

Information:

REAP 2.0 scoring committee request that PAC approve the City of Firebaugh to receive its full \$1.5 million request. They approved the request.

The city will be submitting the application for 15th and Q Street storm drain improvements on March 1st.

The senior center will be closed from February 29 – March 5. The senior center will be used for our residents to go vote during this time.



STAFF REPORT

TO: Mayor Elsa Lopez and Council Members
FROM: Pio Martin, Finance Director
DATE: March 04, 2024
SUBJECT: Monthly Staff Report

RECOMMENDATION:

None, information only.

Total Expenses for the Month of January 2024 by Funds:

FUNDS	TOTAL EXPENSE	
HSIPSL-5224-029/GOUVEIA PROJ#. 745.38	\$ 98	Grant
AB2928 GAS TAX	\$ 146	
CML-5244(027) J STREET	\$ 300	Grant
CML-5224(026) SAIPAN ALLEY	\$ 300	Grant
F/B HARV.FEST.	\$ 652	
22-CDBG-NH-00014 - FOOD BOX PROGRAM	\$ 750	Grant
LOW & MOD. INCOME HOUSING FUND	\$ 750	
STPL-5224(028)-12TH STREET/NEES AVENUE	\$ 833	Grant
AF COMMUNITY CENTER	\$ 1,339	
LAW ENFORCEMENT	\$ 1,372	
T.D.A.	\$ 1,449	
C9801200 DROUGHT, WATER, CLN AIR, OUTDOOR	\$ 1,580	Grant
ADMIN, PUBLIC SAFETY FACILITY FEES	\$ 1,623	
C-06-8124-210 WASTEWATER TREATMENT PLANT	\$ 1,800	Grant
SB1383 LOCAL ASSISTANCE GRT PROGRAM OWR1	\$ 2,328	Grant
OFFICER WELLNESS & MENTAL HEALTH	\$ 2,466	Grant
MEASURE C-1	\$ 2,983	
STATE OF CALIFORNIA AVIATION AID	\$ 3,649	
RDA SUCCESSOR AGENCY	\$ 3,782	
LIGHT/LANDSCAPE	\$ 6,289	
CML-5224-023 - PEDESTRIAN WALKWAY	\$ 6,621	Grant
ROAD MAINTENANCE AND REHABILITATION ACT	\$ 6,855	
GAS TAX 2105	\$ 19,666	
WATER CAPITAL PROJECTS	\$ 21,800	
AMERICAN RESCUE PLAN ACT	\$ 40,000	
SEWER ENTERPRISE	\$ 40,568	
WATER ENTERPRISE	\$ 62,080	
SOLID WASTE	\$ 81,621	

GENERAL FUND	\$	239,791	
PAYROLL/TAXES/BENEFITS	\$	389,796	
Grand Total	\$	943,286	

General Fund Expense Total By Department:

Department	Total Expense
CODE ENFORCEMENT	\$ 46
COMMUNITY GARDEN	\$ 50
SENIOR CENTER FUND RASISING	\$ 94
AFLAC	\$ 103
FACILITIES RENTAL DEPOSIT	\$ 300
ELECTRICAL PERMIT ISSUANCE	\$ 559
PUBLIC WORKS	\$ 788
SENIOR CITIZENS	\$ 1,194
ELECTED OFFICIALS	\$ 3,048
PLANNING & ZONING	\$ 3,836
PARKS	\$ 5,268
ADMINISTRATION	\$ 9,700
FIRE	\$ 13,407
BUILDING & INSPECTION	\$ 17,363
POLICE	\$ 184,033
Grand Total	\$ 239,791

Please note that the Police Department high expense is because we paid Ardent General Inc. for work done on the new Police Department. The amount of the invoice was \$151,096.21.

Total Expense for Vision, Dental, and Medical Insurance.

Benefits	Total Expense
VISION INSURANCE	\$1,263.46
DENTAL INSURANCE	\$7,468.56
MEDICAL INSURANCE	<u>\$110,585.04</u>
Grand Total	\$119,317.06

Pet Vaccination Clinic – Selma Pet Hospital

- March 9, 2024 10am – 2pm; Dunkle Park (Underneath Canopy) 1501 Q Street
Cat and Dog services will be provided. Additional information on City website, firebaugh.org

Firebaugh Clean Up Event

- March 25 – 30, 2024; 8000 Helm Canal Road. Additional information on City website, firebaugh.org



City of Firebaugh Public Works Department Staff Report

To: Mayor Elsa Lopez and City Council Members
From: Michael Molina, Public Works Director
Date: March 4, 2024 - Council Meeting

Water/Wastewater

The operation department has been working on the following:

1. Day to day operations of treatment plants.
2. Maintenance work on well 17 is done waiting on water sample to put it back online.
3. Continuing weed abatement at sewer plant and lift stations.
4. Repaired motor at well 16. It's back online.

Streets

The Street Department has been working on the following:

1. Weed abatement and spraying alleys.
2. Filling potholes around town.
3. Repairing lights around city buildings and some city streetlights.
4. Checking storm drains and storm drain pump maintenance.

Parks

The Crew has been working on the following:

1. Weed abatement around the parks and various areas around town.
2. Installing sprinkler timers at Maldonado Park.
3. General park maintenance before the next storm.

City Projects

1. New playground equipment installation began 2/26/24 if all goes well and weather permitting it will be in 3/8/24. Then we can schedule PIP to be done. Hoping to have it completed before Easter.



FIREBAUGH POLICE DEPARTMENT

Memo

To: Honorable Mayor Elsa Lopez and Council Members
From: Salvador Raygoza, Police Chief
cc: Benjamin Gallegos, City Manager
Date: 03/01/2024
Re: Staff Report

MONTHLY CRIME ANALYSIS:

The months of January through the end of February have been busy for patrol. Every year I noticed a slight increase in property crimes during the holidays and foggy season.

Over the past two months, the Firebaugh Police Department officers have been investigating three burglary cases diligently working to identify suspects involved in two residential burglaries and one commercial burglary.

Officers have made significant arrests in various criminal categories. (see attached spreadsheet NIBRS Crime Data)

1. Eight individuals for driving under the influence (DUI), highlighting the department's commitment to enforcing traffic laws and combating impaired driving.
2. Four individuals on drug charges, indicating a proactive approach to addressing drug-related offenses within the community.
3. Three individuals for felony assaults, demonstrating a swift response to violent crimes and ensuring public safety.
4. Nine individuals for misdemeanor assaults, reflecting the department's efforts to address and prevent instances of physical altercations and disturbances.

Our violent crime rate is stable with no major increase or decrease. I credit the low crime rate in these areas, due to the hard work of every member of the Firebaugh Police Department and citizens in our community reporting all suspicious activity.

During the last two months 169 police reports were written, which can be classified as crime reports, incident reports, and traffic accidents. Most reports taken by this department are incident reports and non-criminal. Officers issued 172 traffic citations during both months and investigated 4 traffic accidents.

Our Dispatch center was busy with 2483 calls for service from citizens or officer self-initiated calls. The busy days for our dispatch center during the last two months were Saturdays and Tuesdays.

January & February 2024 Data

NIBRS Data January-February 2024	Data
Traffic VC12500 & VC14601	9
Aggravated Assault	17
Simple Assault	1
Intimidation	2
Burglary	3
Theft from Motor Vehicle	1
Theft of Vehicle Parts	1
All Other Larceny	1
Motor Vehicle Theft	3
Counterfeiting/Forgery	2
Automated Teller Machine Fraud	1
Stolen Property Offenses	2
Vandalism of Property	12
Drug/Narcotic Violations	4
Drug Equipment Violations	3
Weapon Law Violations	2
Driving Under the Influence	8
Liquor Law Violations	1
Peeping Tom	1
Trespass of Real	3
All Other Offenses	9

Calls for service	2483
Self-Initiated Calls	483
911 Calls	48
Traffic Citations	172
Traffic Accidents	4
Police Reports	169
Arrests	35

SIGNIFICANT CASES:

On February 6, 2024, an incident of illegal attachment of a skimmer device was reported at a local store. Two suspects entered the store, distracting cashier while second suspect attached the skimmer/scanner device to the store ATM/DEBT device. The suspects made a purchase using cash and left the store promptly. After leaving the store, the suspects were captured on surveillance cameras exiting the store. A bulletin was sent out to surrounding agencies with captured images and suspects have been identified. There was no financial danger to any of our citizens as device was found before data could be collected. The case is being investigated by Firebaugh PD Officer Gonzalez and our federal partners.



City of Firebaugh Fire Department Staff Report

To: Mayor and City Council Members
From: *Hector Marin, Fire Battalion Chief*
CC: Ben Gallegos, City Manager
Date: March 5, 2024 - Council Meeting

It is with deep regret that I inform you of the unfortunate passing of Firefighter George Conklin after a lengthy battle with cancer. The flags were lowered to half-mast in recognition of his military service and active membership in our fire department. George "DOC" Conklin volunteered with the Firebaugh Fire Department for 27 years, he was a member of the VFW Post 7380 and served on the Firebaugh City Council. George was a friend, a mentor, a colleague but above all a public servant. He was loved and respected by everyone in his community, he will undoubtedly be missed. The Fire Department extends its condolences to his family and loved ones.

