



CITY COUNCIL REGULAR MEETING

Clearlake City Hall Council Chambers

14050 Olympic Dr, Clearlake, CA

Thursday, October 05, 2023

Regular Meeting 6:00 PM

The City Council meetings are viewable in person in the Council Chambers, via livestreaming on the City's YouTube Channel (https://www.youtube.com/channel/UCTyifT_nKS-3woxEu1ilBXA) or "Lake County PEG TV Live Stream" at <https://www.youtube.com/user/LakeCountyPegTV/featured> and the public may participate through Zoom at the link listed below. The public can submit comments and questions in writing for City Council consideration by sending them to the Administrative Services Director/City Clerk at mswanson@clearlake.ca.us. To give the City Council adequate time to review your questions and comments, please submit your written comments prior to 4:00 p.m. on the day of the meeting.

AGENDA

MEETING PROCEDURES: *All items on agenda will be open for public comments before final action is taken. Citizens wishing to introduce written material into the record at the public meeting on any item are requested to provide a copy of the written material to the Administrative Services Director/City Clerk prior to the meeting date so that the material may be distributed to the City Council prior to the meeting. Speakers must restrict comments to the item as it appears on the agenda and stay within a three minutes time limit. The Mayor has the discretion of limiting the total discussion time for an item.*

AMERICANS WITH DISABILITY ACT (ADA) REQUESTS

If you need disability related modification, including auxiliary aids or services, to participate in this meeting, please contact Melissa Swanson, Administrative Services Director/City Clerk at the Clearlake City Hall, 14050 Olympic Drive, Clearlake, California 95422, phone (707) 994-8201, ext 106, or via email at mswanson@clearlake.ca.us at least 72 hours prior to the meeting, to allow time to provide for special accommodations.

AGENDA REPORTS

Staff reports for each agenda item are available for review at www.clearlake.ca.us. Any writings or documents pertaining to an open session item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection on the City's website at www.clearlake.ca.us.

Zoom Link: <https://clearlakeca.zoom.us>

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. INVOCATION/MOMENT OF SILENCE: *The City Council invites members of the clergy, as well as interested members of the public in the City of Clearlake, to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. This opportunity is*

voluntary and invocations are to be less than three minutes, offered in a solemn and respectful tone, and directed at the City Council. Invocational speakers who do not abide by these simple rules of respect and brevity shall be given a warning and/or not invited back to provide a subsequent invocation for a reasonable period of time, as determined appropriate by the City. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the City Council's respect for the diversity of religious denominations and faith represented and practiced among the citizens of Clearlake. If a scheduled invitational speaker does not appear at the scheduled meeting, the Mayor will ask that the City Council observe a moment of silence in lieu of the invocation. More information about the City's invocation policy is available upon request by contacting the Administrative Services Director/City Clerk at (707) 994-8201x106 or via email at mswanson@clearlake.ca.us.

D. ADOPTION OF THE AGENDA *(This is the time for agenda modifications.)*

E. PRESENTATIONS

1. Swearing In of New Police Department Employees
- [2.](#) Presentation of a Proclamation Declaring October 2023 as Domestic Violence Awareness Month
- [3.](#) Presentation of a Proclamation Declaring October 2023 as Breast Cancer Awareness Month

F. PUBLIC COMMENT: *This is the time for any member of the public to address the City Council on any matter not on the agenda that is within the subject matter jurisdiction of the City. **The Brown Act, with limited exceptions, does not allow the Council or staff to discuss issues brought forth under Public Comment.** The Council cannot take action on non-agenda items. Concerns may be referred to staff or placed on the next available agenda. Please note that comments from the public will also be taken on each agenda item. Comments shall be limited to three (3) minutes per person.*

G. CONSENT AGENDA: *All items listed under the Consent Agenda are considered to be routine in nature and will be approved by one motion. There will be no separate discussion of these items unless a member of the Council requests otherwise, or if staff has requested a change under Adoption of the Agenda, in which case the item will be removed for separate consideration. Any item so removed will be taken up following the motion to approve the Consent Agenda.*

- [4.](#) Approval of Contract with BPR Consulting Group for the 2023-2024 Fiscal year not to exceed \$100,000 for building inspection and plan review services.
Recommendation: Approve the contract for the Fiscal Year 2023-2024 with BPR Consulting Group and Authorize the City Manager to sign
- [5.](#) Accept Interest in Real Property Conveyed by Trustee Deed Upon Sale Dated July 19, 2023 From Placer Foreclosure Company; Resolution No. 2023-40
Recommended Action: Adopt resolution accepting the interest in real property conveyed by Trustee Deed upon Sale converted on July 19, 2023 from Placer Foreclosure, Inc. on behalf of the City of Clearlake

6. Minutes of the August 9, 2023 Lake County Vector Control District Board Meeting
Recommended Action: Receive and file
7. Warrants
Recommended Action: Receive and file
8. Approval of Amendment No. 3 to the Clearlake Municipal Employees Association (CMEA) Memorandum of Understanding (MOU) Deleting the Senior Maintenance Worker Premium Pay
Recommended Action: Authorize the City Manager to sign CMEA MOU Amendment No. 3 to remove the Senior Maintenance Worker premium pay
9. Award of Contract for the Senior Center Kitchen Remodel Project
Recommended Action: Move to approve the contract with Pro-Ex Construction in the amount of \$593,880.00 and authorize the City Manager to approve up to 10% for additional unforeseen contract amendments.
10. Authorization of Road Closure – Robert Viramontes Memorial Soap Box Derby; Resolution No. 2023-41
Recommended Action: Adopt resolution

H. PUBLIC HEARING

11. Public Hearing for CDBG Contract 17-CDBG-12019 - Code Enforcement
Recommended Action: Hold Public Hearing, receive public comment, and direct staff to submit required close-out documents

I. BUSINESS

12. Authorization of Additional Expenditures Under Existing Professional Services Contract with Downey Brand for Legal Services from \$250,000 to \$500,000
Recommended Action: Authorize an Additional \$250,000 in Expenditures under the Downey Brand contract for a new total of \$500,000
13. Approval of Agreement of Purchase and Sale Between City and Jerry Lambert and Alexis Silimon for the sale of City-Owned Property 15903 36th Ave, Clearlake, CA 95422 (APN 041-144-010-000)
Recommended Action: Approve Agreement of Purchase and Sale and Authorize the City Manager to Execute any Related Documents.
14. Discussion and Possible Action Related to the Proposed Request for a Rate Increase by Golden State Water Company.
Recommended Action: Provide Direction to Staff

J. CITY MANAGER AND COUNCILMEMBER REPORTS

K. FUTURE AGENDA ITEMS

L. CLOSED SESSION

(15) Conference with Legal Counsel: Existing Litigation: Pursuant to Government Code Section 54956.9(d)(1): 1) Case No. CV-423786: Koi Nation of Northern California v. City of Clearlake, et al., Lake County Superior Court; 2) Case No. CV-424401: Koi Nation of Northern California v. City of Clearlake, et al., Lake County Superior Court

M. ANNOUNCEMENT OF ACTION FROM CLOSED SESSION

N. ADJOURNMENT

POSTED: Month XX, 20XX

BY:



Melissa Swanson, Administrative Services Director/City Clerk



Domestic Violence Awareness Month October 2023

WHEREAS, Domestic Violence impacts, women, children and men of all racial, cultural and economic backgrounds; and

WHEREAS, emotional and physical scars resulting from Domestic Violence are often severe and long lasting; and

WHEREAS, in the past 12 months, Lake County Law Enforcement responded to over 570 incidents of Domestic Violence, including men, women and children. In the past 12 months the Victim Witness Division of the District Attorney's office has served 406 victims of Domestic Violence, and the District Attorney's Office has prosecuted 397 felonies and misdemeanor acts of Domestic Violence. Lake Family Resource Center responded to 989 crisis line calls, served victims, and additionally sheltered 147 domestic violence victims and their children for a total of 5,200 bed nights.

WHEREAS, it is crucially important to hold perpetrators responsible for assault and to prevent Domestic Violence at every opportunity; and

WHEREAS, family violence is a community problem, stopping the cycle requires not only the strength and courage of survivors, but also the support and involvement of all members of the community; and

WHEREAS, many organizations such as the District Attorney's Office, Sheriff's Office, Lakeport Police Department, Clearlake Police Department and Lake Family Resource Center are committed to ending Domestic Violence in Lake County and provide essential crisis intervention and prevention services to all members of our community.

NOW, THEREFORE, BE IT PROCLAIMED that the month of October 2023 is designated as Domestic Violence Awareness Month in the City of Clearlake and our community is urged to support the efforts of the agencies assisting victims of domestic violence and to increase their involvement in efforts to prevent domestic violence, thereby strengthening our community and creating an environment which honors, nurtures and protects all members of every family.

Dated this 5th day of October, 2023

Russ Perdock, Mayor



Breast Cancer Awareness Month October 2022

WHEREAS, while considerable progress has been made in the fight against breast cancer, it remains the most commonly diagnosed cancer and the second leading cause of death among women in the United States; and

WHEREAS, each year it is estimated that more than 220,000 women in the United States will be diagnosed with breast cancer and more than 40,000 will die as a result of the disease; and

WHEREAS, October is Breast Cancer Awareness Month, an annual campaign to increase awareness about the disease; and

WHEREAS, during this month, we reaffirm our commitment to support breast cancer research and to educate all citizens about its risk factors, detection and treatment; and

WHEREAS, as we display pink ribbons and wear pink clothing to raise awareness, we also support those courageously fighting breast cancer and honor the lives lost to the disease; and

WHEREAS, this October, we recognize breast cancer survivors, those battling the disease, their families and friends who are a tireless source of love and encouragement, and applaud the efforts of our medical professionals and researchers working to find a cure for this deadly disease; and

WHEREAS, Breast Cancer Awareness Month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education and regular screening.

NOW, THEREFORE, the City Council of the City of Clearlake does hereby proclaim October 2022, as "Breast Cancer Awareness Month" in Clearlake.

Dated this 6th day of October, 2022

Dirk Slooten, Mayor



City Council

STAFF REPORT	
SUBJECT: Approval of Contract with BPR Consulting Group for the 2023-2024 Fiscal year not to exceed \$100,000 for building inspection and plan review services.	MEETING DATE: October 5, 2023
SUBMITTED BY: Mark Roberts – Senior Planner	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve a new contract with BPR Consulting Group for the 2023-2024 Fiscal year not to exceed one-hundred thousand dollars (\$100,000)

BACKGROUND/DISCUSSION:

Since August of 2021, the City has utilized BPR Consulting Group for residential/commercial plan review services and onsite building permit inspections. In anticipation of current and future developments/projects, to include performing expedited plan reviews and onsite inspections, staff is requesting approval of a new BPR Contract not to exceed one-hundred thousand dollars (\$100,000).

OPTIONS:

1. Approve the contract for the Fiscal Year 2023-2024 with BPR Consulting Group and Authorize the City Manager to sign.
2. Provide Staff with alternative direction.

RECOMMEND MOTIONS:

1. Approve the contract for the Fiscal Year 2023-2024 with BPR Consulting Group and Authorize the City Manager to sign.

☒ **ATTACHMENTS:**

- Attachment #1: 2023-2024 BPR Consulting Agreement
- Attachment #2: BPR Statement of Qualifications (Exhibit A)

FISCAL IMPACT:

☒ **None**
 ☐ Up to \$100,000
 Budgeted Item? ☒ **Yes** ☐ No

Budget Adjustment Needed? ☐ Yes ☒ **No**
 If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund
 ☐ Measure P Fund
 ☐ Measure V Fund
 ☐ Other:

Comments:

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☒ **Goal #2: Make Clearlake a Statistically Safer City**
- ☐ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ **Goal #4: Improve the Image of Clearlake**
- ☐ **Goal #5: Ensure Fiscal Sustainability of City**
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☒ **Goal #7: Support Economic Development**

PROFESSIONAL SERVICES AGREEMENT
(Engagement: Plan Review Services)
(Parties: City of Clearlake and BPR Consulting Group)
2023-2024 Fiscal Year

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this **5th day of October 2023** (hereinafter, the "Effective Date") by and between the CITY OF CLEARLAKE, a municipal corporation (hereinafter, "CITY") and BPR Consulting Group (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably as appropriate.

WHEREAS, the CITY requires professional building plan review services; and

WHEREAS, CITY has determined that CONSULTANT possess the skills, experience, and expertise necessary to perform the requested building plan review services; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I. ENGAGEMENT TERMS

1.1 **SCOPE OF SERVICES**: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the following tasks and services as more particularly described in CONSULTANT's July 2021 proposal entitled "Statement of Qualifications to Provide Plan Review and Building Inspection Services," which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY executes the Agreement.

1.2 **PROSECUTION OF WORK**: The Parties agrees as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within fourteen (14) calendar days of execution of Agreement;
- B. CONSULTANT shall perform the Work continuously and with due diligence. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

13 COMPENSATION:

- A. CONSULTANT shall perform all Work in accordance with the hourly rates schedule set forth under page 21 under the heading "Billing Rates" of the Scope of Services.
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under the Scope of Services shall not exceed the total one hundred thousand dollars (\$100,000) within any single fiscal year (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the completion of any requested Work, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

14 PAYMENT OF COMPENSATION:

The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

15 ACCOUNTING RECORDS:

CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT:

In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

21 CITY'S REPRESENTATIVE:

The CITY hereby designates the City Manager and the Administrative Services Director/City Clerk (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Representatives shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives.

22 CONSULTANT REPRESENTATIVE:

CONSULTANT hereby designates *Ron Beehler, Director of Client Services* to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

23 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representative or her designees.

24 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the City;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict-of-interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.
- G. The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

25 ASSIGNMENT:

The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

26 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:

The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

27 REMOVAL OF EMPLOYEES OR AGENTS:

If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

28 COMPLIANCE WITH LAWS:

CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work.

CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.

29 NON-DISCRIMINATION:

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS:

The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE:

Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS:

The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. The insurance obligations under this agreement shall be: 1) all the insurance coverage and limits carried by or available to the Contractor; or 2) the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to given loss, shall be available to the City of Clearlake.

3.3 REQUIRED CARRIER RATING:

All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE:

All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION:

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE:

CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligent performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement.

Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice. CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.6 This article and all provision contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this agreement in addition to any other rights or remedies which the CITY may have law or inequity.

4.7 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 5.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

4.8 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify:
 - i. The nature of the Event of Default;
 - ii. The action required to cure the Event of Default;
 - iii. A date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the

Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B. ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.
- C. In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following:
 - i. CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services;
 - ii. CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time;
 - iii. CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation;
 - iv. The initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary;
 - v. CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or
 - vi. CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.
- D. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- E. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of

CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- F. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- G. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
 - v. CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
- H. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 4.9 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 4.10 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

V. MISCELLANEOUS PROVISIONS

- 5.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, c

developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

5.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

5.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

5.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

BPR Consulting Group
Attn: Ron Beehler (Director)
2201 Francisco Drive
Suite 140-658
El Dorado Hills, CA 95762
(916) 204-3178

CITY:

City of Clearlake
Attn: Administrative Services Department/City Clerk
14050 Olympic Drive
Clearlake, CA 95422
Phone: (707) 994-8201

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

5.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

5.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

5.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

5.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from.

5.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

5.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Lake County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.

5.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

- 5.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 5.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 5.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 5.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 5.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 5.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 5.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 5.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party, which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 5.20 ELECTRONIC SIGNATURES: This Agreement may be executed by electronic signatures (e.g., using DocuSign or e-Sign Live) or signatures transmitted in portable document format ("pdf"), and copies of this Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original manually executed signature page.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

Signature: _____
Alan Flora - City Manager

Date: _____

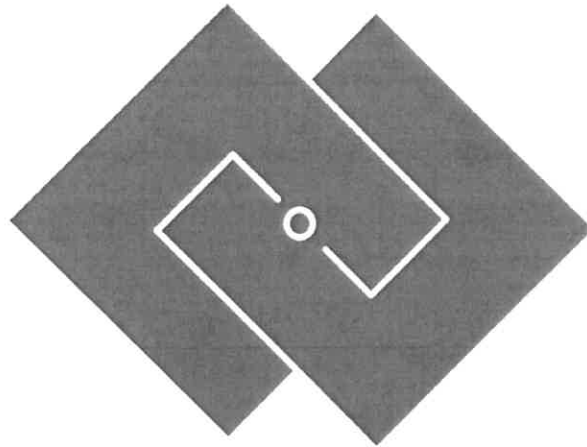
Signature: _____
BPR Consulting Group

Date: _____

**STATEMENT OF QUALIFICATIONS TO PROVIDE
PLAN REVIEW AND BUILDING INSPECTION SERVICES**



July 2021



BPR

CONSULTING GROUP

Safe Buildings for Your Community
Efficient Professional Services

July 17, 2021

Mr. Alan Flora
City Manager
City of Clearlake
14050 Olympic Drive
Clearlake, CA 95422



RE: Proposal for Building Safety Services

Dear Mr. Flora,

Thank you for the opportunity to present this proposal which provides a detailed overview of the building department services offered by BPR Consulting Group (BPR). We appreciate your time in reviewing this Proposal and hope that we may be of service to the City of Clearlake.

Our talented staff of Building Officials, Plans Examiners, Building Inspectors, Licensed Engineers, and CASp experts have extensive experience providing all aspects of building department services in support of California communities. Our staff has provided similar building department services for numerous public agencies throughout the State of California; local communities such as the Cities of Woodland, Roseville, Sacramento, Fortuna, Yountville, Napa, American Canyon, Fairfield, Davis, and the County of Butte to name a few.

BPR Consulting Group's staff of experienced building safety personnel provide quality, thorough plan review and inspection services for our clients. Our staff of qualified professionals and our expertise allows us to assist you and your department to maintain service levels during periods of increased workload. Unlike the large national firms, BPR services are focused on supporting Northern California communities in the delivery of high-quality, building department services, tailored to your needs, with the goal of exceeding our clients' expectations by:

- Providing all services in a **cost-effective** manner.
- Providing **qualified and experienced personnel** who have the ability to effectively communicate and explain relevant code requirements.
- Providing a **high level of customer service** for internal and external customers.
- Balancing the need to ensure conformance to standards and regulations with the need for **predictability, uniformity, and efficiency**.

BPR's staff of Building Officials, Plans Examiners, Building Inspectors and Permit Technicians are all appropriately ICC Certified and are experienced and well-versed in providing services to Building Departments.

Please feel free to contact me at 916.204.3178 if you have any questions concerning our qualifications or the services we provide. Thank you for taking the time to review our qualifications. We look forward to the opportunity to work with you and the City of Clearlake.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron Beehler', written in a cursive style.

Ron Beehler, SE, CBO
Director of Client Services

TABLE OF CONTENTS

SECTION 1

COMPANY OVERVIEW

SECTION 2

QUALIFICATIONS AND EXPERIENCE

SECTION 3

BUILDING SAFETY TECHNICAL CAPABILITIES

SECTION 4

BILLING RATES

SECTION 1

COMPANY OVERVIEW

Seamlessly integrating municipal service professionals in support of public agencies is BPR Consulting Group's sole purpose. BPR was founded by individuals with a long history of serving municipalities and public agencies throughout California and Nevada. We have extensive experience in all aspects of building safety, including building official, plan review, inspection and permit technician services. We have worked with public agencies throughout California to provide these same services.

Our Building Safety Division consists of the following: California licensed structural, civil, mechanical, electrical and fire protection engineers; Certified Access Specialist (CAsp) professionals; ICC-certified building officials, plans examiners, inspectors, permit technicians; and highly experienced administrative personnel.

Building department services we provide to municipalities and agencies include:

- Building official services
- Building safety plan review
- Building inspection
- Permit technician services
- CAsp plan review and inspection services
- Fire prevention plan review and inspection services

Our team has a proven track record of providing efficient and predictable building department services while meeting or exceeding client expectations. Our key objectives in providing these services to the City of Clearlake are:

- **To remain unmatched in furnishing responsive and knowledgeable jurisdictional services.** Our staff currently serves or has served in all facets of municipal work by direct employment experience or as a consultant. BPR's staff knows and understands what is needed for a building department to operate efficiently.
- **To provide timely and responsive plan review services.** We work with you to help communicate results and information directly to your clients. We have the ability to tailor our services to align with your agency's unique and specific needs.
- **To share our wealth of code knowledge and building industry experience.** Our staff has been intimately involved in the development process for the California building codes. We share this unique knowledge by developing and providing code-related training and instruction at industry sponsored conferences, and in support of local ICC Chapters.
- **To be responsive to your specific staffing needs.** As construction and development activity fluctuates within your community, we can adjust our service levels allowing you to maintain seamless service to your customers.
- **To provide staff who have the appropriate experience, certifications, and knowledge.** We closely evaluate staff qualifications and experience to align with your specific needs.

SECTION 2

QUALIFICATIONS & EXPERIENCE

The following is a small sampling of the types of projects for which we are experienced at providing in support of building departments. We have coordinated in-house, staff-augmentation, building-official services, outsourced building-department, plans-examination services, inspection services, fire plan review and inspection services, and permit technician services to a multitude of public agencies throughout California.

BUILDING OFFICIAL SERVICES

BPR staff have provided Building Official services for many California communities. Our Building Official staff possess experience and are knowledgeable of the laws and regulations associated with building department operations and will use this experience and knowledge to promote efficient services for your department. We can provide full-time or part-time, on-site Building Official services. We also have the ability to provide on-call as needed remote Building Official services and/or Building Official services directly in support of specific major development projects within your community. Our Building Officials are keenly aware of the importance an efficient and predictable building department has on the economic vitality of the communities we serve.

PLAN REVIEW SERVICES

BPR Consulting Group's staff have many years of experience providing plan review for all types of projects ranging from small, simple, tenant-improvement projects to commercial, industrial and high-rise building projects. We review all submitted project documents as needed to verify building code compliance. We have the ability to assign plans examiners with the same qualifications and professional licenses as required for project designers which allows efficient professional communication of plan review related issues. We believe this approach affords a minimum number of plan review cycles allowing projects to move to construction without unnecessary plan review related delays. The following is a small sampling of projects for which BPR's staff have provided plan review services.

CITY OF FRESNO

Community Regional Medical Center:

BPR staff members provided plan review services for the Fresno Community Regional Medical Center (CRMC) expansion – a 58-acre, \$350 million project comprised of a 5-story, 180,000 SF Medical Office Building and a 5-story Parking Structure with approximately 427,900 SF of parking. BPR's staff provided complete building department plan review services for the CRMC Medical Office Building and Parking Structure. Submitted documents were reviewed for compliance with the applicable provisions of the codes and associated standards as adopted by the City of Fresno.



The CRMC Medical Office Building was constructed utilizing structural steel framing supporting composite concrete over steel decking at the floor and roof levels. The foundation utilized conventional spread footings. The lateral force resisting system was designed to utilize moment resisting steel frames. The exterior cladding for the project included light gauge steel framing supporting anodized aluminum panels and glazing. The Medical Office Building includes occupancy classifications B, S, and I-2.1, and Construction Type IA and is a fully sprinkled building.

The CRMC Parking Structure was designed utilizing concrete decks supported by concrete beams and columns, with post-tensioned, cast-in-place concrete construction supported by post-tensioned cast-in-place concrete beams, which in turn are supported by conventionally reinforced cast-in-place concrete columns. The lateral force resisting system consisted of concrete shear walls and concrete moment frames. The exterior cladding was designed to incorporate precast concrete wall panels.

Omni Family Health Facility:

BPR'S staff provided third-party plan review services on behalf of the City of Fresno for the Omni Family Health facility. The project consisted of modifications to the existing mechanical system to isolate air and control pressures in the facility's waiting room. The mechanical system upgrade was designed and plan reviewed for compliance with OSHPD 3 code requirements. Plan review services included review of the mechanical, electrical, energy and green building component modifications for California Building Code requirements including OSHPD3 requirements for healthcare facilities



Staff prepared review letters identifying elements of the final 100% construction documents that did not comply with applicable provisions of the adopted California Building Codes. The plan review team met with the design team to resolve plan review issues. At the completion of the plan review, two (2) sets of reviewed drawings and other required documents were delivered directly to the City of Fresno Building Department. A final review letter addressed to the City of Fresno Building Department was provided at the completion of plan review services indicating that plans were reviewed and found to comply with applicable building codes.

CITY OF HANFORD

New Hanford Fire Station:

BPR's staff provided complete plan review for this new 5,289 square foot fire station consisting of group R-2, B and S-1 occupancy classifications and constructed of Type VB Construction. The estimated project cost was \$2,000,000. The new fire station will support three personnel during duty hours and provide responsive service the southwest and west area of Hanford with a focus on improving response times and better serving the growing community.



BPR Consulting Group maintains a staff of ICC Certified building inspectors available to serve your community. We understand the importance of personality coupled with code knowledge and the ability to explain identified deficiencies in a non-threatening manner. We carefully select inspection staff to ensure that selected staff possess the appropriate skills and knowledge for the types of projects they will be assigned. We value our inspection staff's ability to effectively communicate with city officials, homeowners, builders and others as an important trait necessary for delivery of successful inspection services on behalf of the communities we serve. We have found that demonstrated code knowledge, along with clear and efficient communication, are required ingredients for a fair and transparent inspection program.

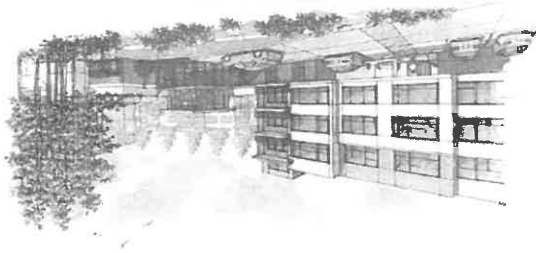
BUILDING INSPECTION SERVICES



BPR staff provided plan review services on behalf of the City of Vallejo for this new, residential, care facility that provides Independent Living, Assisted Living and Memory Care options for its residents. The facility consists of two, three-story buildings totaling 120,312 SF. This project utilized Type VA construction and included A-2, R2.1, B and S Occupancy Groups.

The Lodge at Glen Cove:

CITY OF VALLEJO



BPR staff provided plan review services for this new, 95-unit, senior complex. The facility consists of a basement and 4 floor levels totaling 139,281 SF. This podium style project utilized Type IA and VA construction and included S-2 and R-2 Occupancy Groups. Above the podium structure, western-style platform construction was utilized along with site-built, wood-sheathed, shear walls for lateral support for this exclusive residential project.

Aspen Woods Apartments:

CITY OF SAN RAMON

This project consisted of voluntary seismic upgrades to four existing buildings in order to comply with the city seismic strengthening regulations and policies. The design utilized the evaluation and retrofit procedures of ASCE 41-13 and introduced structural steel buckling restrained braced frames into these existing nonductile, reinforced-concrete buildings. The projects ranged in size from 3,400 SF to 60,000 SF, and the buildings included B, F-1 and S-1 Occupancies.

Bayer Healthcare, Voluntary Seismic Upgrade:

PERMIT TECHNICIAN SERVICES

BPR Consulting Group maintains a staff of ICC Certified permit technicians available to serve your community. We understand the importance of the permit technician position. As the first contact by residents and builders alike, the first impression provided by our permit technicians sets the stage for the overall permitting experience. Our permit technicians are knowledgeable of state laws associated with issuance of building permits, have experience with multiple databases utilized by building departments and will quickly learn the unique project routing and approval process used by your department. Additionally, our permit technicians with minimum training, will use your adopted fee schedules to ensure that plan review and building permit related fees are properly assessed. At the completion of the plan review process, required approvals from other departments both within and outside the city, will be verified prior to issuance of building permits.

FIRE PLAN REVIEW & INSPECTION SERVICES

BPR Consulting Group staff are available to provide fire plan review services as needed to verify compliance with California Building and Fire Codes, adopted National Fire Protection Association Standards and local amendments. Plan review services will include review for fire and life safety code compliance relative to the design of fire protection systems including fire sprinkler systems, fire alarm systems, fire suppression systems, fire pump installations, smoke control systems, civil improvement plans, and non-structural building plans for fire and life safety features.

We understand that many municipalities and fire districts adopt local requirements unique to local fire concerns. We will review local requirements to ensure that assigned projects are compliant with current code and locally adopted requirements. We will ensure compliance with Title 24 California Building and Fire Codes, parts 2, 2.5, and 9 – applicable to fire prevention, life safety, mechanical and electrical installations as they relate to fire and life safety for residential, commercial, industrial, existing and historical buildings.

BPR's staff of Fire Plans Examiners and Fire Protection Engineers have performed both building and fire plan review services on a wide variety of projects including industrial, commercial, institutional, assembly, essential service buildings, mixed use, tenant improvements, remodels, adaptive reuse projects and residential developments.

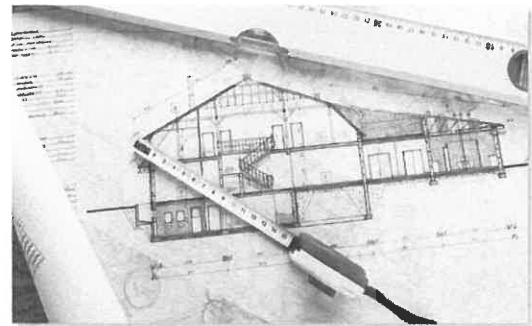
SECTION 3

BUILDING SAFETY TECHNICAL CAPABILITIES

The BPR team holds extensive experience and a proven track record of providing building official, plan review, building inspection, fire plan review and inspection, and permit technician services as needed in a cost-effective manner. Our Building Official services can be tailored to meet your specific needs and budget. Our plan review services focus on providing timely and thorough plan reviews with the goal of issuing code compliant plans so minimum code related issues occur during the construction process. We also work with design teams on major projects providing progressive plan reviews where we identify code compliance issues during the design process resulting in quick approval of the final construction documents. Our Building Inspectors and Permit Technicians are selected based on the needs of the communities we serve. We tailor our services to fit your specific needs.

Our role and mission is to provide the following:

- A **team of professionals** with high-level experience and skills in successfully providing all building department services.
- Utilizing staff with a **customer service focus** and thorough knowledge of building department policies and procedures.
- Promoting **cooperation and partnership** with other jurisdiction departments and outside agencies.
- **Licensed Plan Review Engineer and/or ICC Certified Plans Examiners** for thorough and timely plan reviews.
- **Progressive plan review services** for major and unique projects.
- A **high level of customer service** to both internal and external customers.
- Adjusting services as needed to **meet your workload needs**.
- Services in a **cost-effective manner** that remain within budget constraints.



BUILDING & FIRE PLAN REVIEW SERVICES

All plans examination services will be performed by or under the direction of a licensed civil or structural engineer. For unusual or large projects, and when needed to meet aggressive schedules and peak workload demands, additional support will be provided by appropriately qualified staff. Our building officials, plans examiners, and building inspectors maintain a working knowledge of applicable building codes and plan review procedures. Our staff will use their experience and skills to promote efficient services on behalf of your department.

Our staff will work with project applicants and designers in a collaborative and professional manner to quickly identify and resolve code compliance issues. Our Building Officials will collaborate with project designers to identify code compliant procedures to address complicated code issues. Our plans examiners will perform detailed plan reviews to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects.

TECHNICAL PLANS EXAMINATION CAPABILITIES

BPR's staff possesses significant technical capabilities in all areas of plans examination, competency gained from years of experience providing these same services. All plans examiners are California Licensed Engineers or ICC Certified Plans Examiners with multiple years of experience providing plan review services. Our staff will conduct accelerated or project-specific, phased, plan reviews on an as-needed basis as requested by clients. Our plans examiners have a thorough understanding of code requirements, are able to read, understand and interpret construction documents, energy calculations, geotechnical reports, structural calculations, electrical load calculations, commissioning reports, and other associated design documents. Our plans examination staff have the ability to prepare well-written, plan review letters, communicate effectively orally and in writing and work effectively with jurisdiction staff, project design teams, contractors and the permit applicants. Our plans examiners possess knowledge of the most current state adopted building standards.

ARCHITECTURAL

BPR's non-structural plans examiners have provided plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 2, 3 and 5 medical office buildings. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story, residential projects to complex high-rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following model codes:

- California Building Standards Code (Title 24) Parts 1 through 6 and 9
- International Building Code (IBC)
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-Adopted Amendments or Ordinances

STRUCTURAL

Our structural engineers have experience designing and reviewing all types of projects including residential, multi-family, commercial, and multi-story projects including mid-rise and high-rise projects, institutional projects, industrial projects, retail buildings, schools, medical office buildings and court facilities.

Our structural engineers have experience designing and reviewing projects constructed with all building materials including the following:

- Wood
- Masonry
- Heavy Timber / Timber Frame
- Concrete
- Structural Steel
- Light Gauge Steel Framing
- Straw Bale
- Rammed Earth

Our engineers have designed or reviewed a wide array of structural lateral force resisting systems including:

- Structural steel moment frames
- Buckling-restrained braced frames
- Eccentric braced frames
- Concentric braced frames
- Concrete moment frames
- Wood shear wall systems
- Masonry shear wall systems
- Concrete shear wall systems
- Cantilevered column systems
- Pre-stressed and post-Tensioned Concrete
- Various proprietary lateral force resisting systems

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- CCR Title 24, Part 2, Volumes 2 & 2.5
- International Building Code (IBC)
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP

MECHANICAL, PLUMBING & ELECTRICAL

BPR's Mechanical and Electrical Engineers are well versed in the California Mechanical, Plumbing and Electrical codes. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted amendments

Other review services may be provided based on current editions of local or national standards such as:

- International Building Code
- International Residential Code
- International Mechanical Code
- International Plumbing Code
- NFPA Standards 13 (automatic fire sprinkler systems)
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- NFPA Standards 99 (medical gases)
- NFPA 101 Life Safety Code
- NEHRP Requirements for Existing Building

ENERGY COMPLIANCE

Our engineers and plans examiners are up to date on all California Energy Code requirements as they relate to both new and remodel construction for all project types. The Energy Efficiency Standards for Residential and Non-Residential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards have been updated since that time to address a multitude of building components, systems and equipment with the goal of having new and updated buildings be more energy efficient, comfortable for building occupants, and less reliant of fossil fuels.

GREEN BUILDING STANDARDS

BPR's staff has a working knowledge of the proper incorporation of CALGreen building criteria into project designs and the resulting potential impact of these standards related to building code compliance and the environment. Our plans examiners will review project documents to verify compliance with adopted Green Building Code Standards as required by state law and local amendments and ordinances.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design methodologies, construction, operations, and building maintenance. LEED certification consists of a variety of rating systems applicable to multiple building types including commercial as well as residential. Ratings reflect a measure of how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO2 emissions reduction, indoor environmental quality, energy usage and the projects impact on the local environment.

ACCESS COMPLIANCE & CASp REVIEW

All BPR CASp-certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our staff are experts in the industry, maintaining appropriate certifications demonstrating their expertise, and are experienced providing services for building departments in a seamless manner balanced and in coordination with our client's expectations and needs. We work collaboratively with our clients to address accessibility plan review and inspection related issues as efficiently as possible.

Our plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance requirements and are available for plan review and/or inspection services. We offer support to municipalities for compliance enforcement and/or developing transition plans. We can assist our clients in researching and providing interpretations of various specific issues related to access compliance including access compliance obligation, transition plan development, construction costs and phasing, and regulation interpretations.

FLOOD ZONES

BPR's staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones and areas prone to flooding. BPR Consulting Group's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as locally adopted ordinances. Additionally, members of our team have participated in state-sponsored committees to establish guideline and building code requirements for projects planned in areas designated as flood zones.

OSHPD 2, 3 & 5

BPR Consulting Group's staff of plans examiners and building inspectors have extensive experience providing plan review and inspection services for OSHPD 2, 3 and 5 projects. Our staff is well versed with the OSHPD 2, 3 and 5 requirements included in the California Building Code. Our inspection staff includes an OSHPD certified

inspector with recent experience providing inspection services for hemodialysis, outpatient surgery, hyperbolic chamber, medical clinics and acute psychiatric facilities.

FIRE CODE PLAN REVIEW

We have an experienced and licensed professional Fire Protection Engineer on staff to address your fire and life safety needs. Our fire safety plan review and inspection staff can quickly and accurately check plans for compliance with applicable fire codes and standards. Our fire protection staff routinely review and inspect projects for compliance with fire and life safety regulations.

Our Fire Plans Examiners and Inspectors have extensive experience in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC) and California Building Code (CBC), with local amendments and regulations.
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- Fire Department Standards
- Code referenced National Fire Protection Reference Standards
- Municipal, State or Federal regulations enforced by local Fire Agencies

BPR's staff is active with California Fire Prevention Officer's Association, as well as local chapters of International Code Council Building Officials Organizations throughout the State of California.

STANDARD PLAN REVIEW COMPLETION TIMEFRAMES

We complete all **plan reviews** within the timeframes shown below for both commercial and residential projects as our standard business practice. We will accommodate any turnaround schedule agreed to with our clients. We have the ability to provide expedited plan review services when requested.

Project Type	Maximum Turn Around Time (Business Days)	
	Initial Submittal	Backcheck Reviews
Residential (Single Family)		
New Construction	10	5
Addition	10	5
Remodel	10	5
Non-Residential		
New Construction	10	5
Addition	10	5
Remodel, Tenant Improvement	10	5
Large, Complex Commercial or Residential Multi-Family Projects	10	7

TRANSPORTING PLANS

For paper submittal documents, we will arrange for all pick-up and delivery of the plan review documents from your office at no additional cost. We utilize specific methods for project document pick-up and delivery with the goal of providing same-day service.

ELECTRONIC PLAN REVIEW

BPR Consulting Group maintains an efficient cloud-based, electronic-document, submittal system for receiving and sending large electronic document files. Our electronic document portal utilizes a SharePoint system to allow permit applicants and client staff the ability to upload construction documents for our plan review services. BPR Consulting Group has provided electronic plan review services, serving building departments and other public agencies with efficient electronic plan review services. We are prepared to provide electronic plan check services for your community utilizing our **Bluebeam** electronic plan review system, or any electronic plan review system presently used by your department.

Recently we have worked with multiple California communities to transition them to electronic plan reviews. Our clients understand the benefits of electronic plan review, especially for projects with extensive project drawings and associated documents. Electronic plan reviews contribute to a reduction in paper waste by eliminating the need to print multiple copies of documents during the plan review process.

Additional benefits of electronic plan review include: improved turnaround times, secured accessibility to documents, reduced need for paper storage, simplifying archiving of documents and ease of communicating code issues with the design team.

We have had the opportunity to work with many different electronic plan review systems and our preferred system is **Bluebeam**, an industry-leading software used by many jurisdictions, design teams and contractors to review and annotate construction documents. We have worked with multiple clients to purchase and deploy **Bluebeam** software, develop jurisdiction-specific stamps, develop tools to increase efficiencies for electronic plan reviews, and participate and provide ongoing training on the use of the software.

COMMUNICATING PLAN REVIEW RESULTS

Plan review comments, when necessary, will be type written and refer to specific details, drawing or supporting document, and reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, plumbing, mechanical, etc., that can be utilized by clients, designers, contractors, and owners to understand the noted deficiency and make necessary corrections to the project documents. At the completion of each plan review cycle, BPR Consulting Group will return a copy of the plan review comment list to the designated applicant and project representative. If requested, we will coordinate plan review re-checks directly with the designated project applicant. Upon completion of the plan review process, we will return completed plan review documents, in either hard copy or electronic format as needed, ready for final approval and permit issuance.

BUILDING INSPECTION SERVICES

BPR building inspectors are qualified and appropriately ICC-certified to provide requested inspection services. Our inspection staff will perform inspection services to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building codes. Our field inspection services will include inspection of all portions of projects including project sites as applicable. Our building inspectors will write legible and understandable correction notices, field reports and will be available to answer in-person or telephone inquiries. All inspection personnel assigned will be ICC and/or CASp certified as required.

We understand that many municipalities have amended code sections, policies and ordinances that impact the work that is inspected and approved project plans. Our inspection staff will familiarize themselves with local requirements to ensure that the projects we are inspecting are compliant with current code requirements. Specifically, we will ensure compliance with the applicable provisions of the Title 24 California Building Standards Code, Parts 1 through 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historical buildings. BPR's ICC/CASp certified inspectors have performed building inspection services on a wide variety of construction projects including planned, single-family, residential developments, custom homes, commercial, manufacturing, institutional, assembly, essential service, industrial projects and historically designated buildings. When necessary for large or fast-paced projects, multiple inspectors can be made available. BPR's inspectors will inspect projects to verify conformance with approved project drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for size, setbacks, heights and other applicable requirements. At the completion of inspections, BPR's inspectors will update database information, complete necessary forms and documents as required to provide seamless service.

INSPECTOR QUALIFICATIONS & CERTIFICATIONS

BPR will work with you to select appropriately qualified inspectors with applicable experience and specific code knowledge based on the types of projects assigned for inspection. All BPR Consulting Group inspectors are ICC-certified with many maintaining CASp certification. In addition, BPR employs OSHPD certified inspectors available for inspection of OSHPD designated facilities.

Inspection personnel will have the ability to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, permit applicants, homeowners and agency staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building standards. Our inspectors are familiar with most of the common scheduling and tracking systems utilized by building departments and can quickly adapt to your systems and requirements.

PERMIT TECHNICIAN SERVICES

Knowledgeable and personable permit technicians are the first impression the public gets of your building department, and they play a critical role as to how your departments services are perceived. Permit technician services are crucial to the success of the entire building safety workflow within building departments. The ability to convey proper information to permit applicants, properly calculate permit fees, properly route plans to various departments for review, tracking approvals, database management and permit issuance are all critical to the success of your building department. We understand that the ability to deliver excellent customer service, maintaining a smooth flow of permit documents throughout departments, and maintaining accurate and up-to-date records, are all key elements to furnishing first-rate, efficient success of your building department.

Our Permit Technicians will greet and work closely with the customers at the public counter or via telephone, answering questions and providing accurate information. Our Permit Technicians will provide information about permit applications, plan review and inspection requirements, will be organized and have the ability to maintain filing systems necessary for tracking permit applications, permits issued, plan checks in progress, approved project documents and any other records or information important to the efficient operation of your department.

SECTION 4

BILLING RATES

PLAN REVIEW SERVICES

Our standard fee for complete building code plan review services for commercial and residential projects reviewed in our offices is 68% of the plan review fees based on your agency’s adopted fee schedule. Structural only plan review services will be charged at 45% of the plan review fees based on your agency’s adopted fee schedule.

Plan review services will include an initial first review and two, back-check reviews of the submitted documents. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing Rates included below.

SCHEDULE OF HOURLY BILLING RATES

The rates displayed in the schedule below reflect BPR’s current hourly billing rates.

CLASSIFICATION	HOURLY BILLING RATE
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	135
ICC Certified Plans Examiner	95
CASp Plans Examiner or Inspector	110
ICC Certified Inspector *	85-110
Fire Protection Engineer	135
ICC Fire Plans Examiner	95
ICC Fire Inspector	95
Permit Technician*	60-70

* Individual billing rates for these services will be negotiated based on certification levels and experience of assigned staff.

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Expedited Plan Reviews:** Expedited plan reviews can be provided upon request. Fees for expedited plan review services will be **150%** of the above noted hourly rates.
- **Mileage:** Vehicle mileage utilized while performing city services will be billed at the current IRS vehicle mileage rate.



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE ACCEPTING INTEREST IN REAL PROPERTY CONVEYED BY TRUSTEE DEED UPON SALE DATED JULY 19, 2023 FROM PLACER FORECLOSURE COMPANY.

MEETING DATE: October 5, 2023

SUBMITTED BY: Crystal Melanson, Management Analyst

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to adopt the attached resolution accepting the interest in real property conveyed by Trustee Deed upon Sale converted on July 19, 2023 from Placer Foreclosure, Inc. on behalf of the City of Clearlake.

BACKGROUND/DISCUSSION:

The property identified as APN 041-094-400-000 received a rehabilitation loan on December 15, 2008 and subsequently did not maintain proper insurance in accordance with the agreement. The home was destroyed as a result of a fire and was not able to be replaced in accordance with the rehabilitation agreement. The homeowner abandoned the property and did not resolve the outstanding loan with the City of Clearlake. The City was required to pursue foreclosure on the property to secure the loan that was provided. The process was finalized on July 19, 2023. The conveyance is pursuant to provisions provided in the recorded and executed Deed of Trust on the property and rehabilitation agreement for the property.

OPTIONS:

1. Accept as recommended
2. Do not adopt the Resolution to accept the interest in real property
3. Provide staff direction

FISCAL IMPACT:

☒ None ☐ \$ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments:

STRATEGIC PLAN IMPACT:

- ☒ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☐ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to adopt the attached resolution accepting the interest in real property conveyed by Trustee Deed upon Sale converted on July 19, 2023 from Placer Foreclosure, Inc. on behalf of the City of Clearlake.

- ☒ **Attachments:** 1) Resolution 2023-40

RESOLUTION NO. 2023-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE ACCEPTING INTEREST IN REAL PROPERTY CONVEYED BY TRUSTEE DEED UPON SALE DATED JULY 19, 2023 FROM PLACER FORECLOSURE COMPANY

WHEREAS, the City of Clearlake made a loan for rehabilitation for property known as APN 041-094-400-000 on December 15, 2008; and

WHEREAS, the property was destroyed by fire with our proper insurance to protect the City loan and asset associated with the provisions provided in the executed Deed of Trust; and

WHEREAS, the owner did not remedy the loan due and payable to the City of Clearlake or rebuild the structure to ensure the asset was made whole; and

WHEREAS, the City of Clearlake entered into foreclosure proceedings on the said property with Placer Foreclosure Company to remedy the property pursuant to the provisions of the Deed of Trust; and

WHEREAS, the property was reverted to the City through the foreclosure process.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of Clearlake as follows:

SECTION 1. The City Council accepts the interest in real property known as APN 041-094-400-000 per the Trustee Deed upon Sale executed on July 19, 2023.

SECTION 2. The City Clerk shall certify the adoption of this resolution and shall cause a certified copy to be filed with the final documentation to finalize the transfer of the property.

PASSED AND ADOPTED by the City Council of the City of Clearlake, County of Lake, State of California, on this 5th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____

City Clerk

Mayor

MINUTES OF PREVIOUS MEETING

August 9, 2023

The regular monthly meeting of the Board of Trustees of the Lake County Vector Control District was called to order at 1:31 P.M. by President Giambruno.

Board Present: Rob Bostock, Curt Giambruno, Ron Nagy, and George Spurr (Mr. Chuck Leonard has resigned from the Board of Trustees).

Absent: None.

District Personnel: Jamesina J. Scott, Ph.D., Manager and Research Director and Ms. Jacinda Franusich, Office Manager.

Guests: None.

Citizen's Input: None.

Agenda Additions and/or Deletions: None

Approve Minutes of July 12, 2023 Regular Meeting with a Correction to the Check Numbers to Include Checks 21887-21904 Making the Total Expenditures for July 2023 \$348,747.23

Mr. Bostock moved to approve the Board Minutes of July 12, 2023 with corrections. Mr. Nagy seconded the motion. Motion carried unanimously.

Research Report

Dr. Scott reported on arbovirus activity. Seven mosquito samples and one dead bird have tested positive for West Nile virus in Lake County so far this year.

In the rest of California, West Nile virus has been detected in 1,225 mosquito samples, 187 WNV-positive dead birds have been reported, and thirteen sentinel chickens have tested positive for antibodies to WNV. Additionally, two human cases of West Nile virus illness have been reported in 2023.

One human case of St. Louis encephalitis virus (SLEV) illness has been reported in California this year, as well as 137 positive mosquito samples.

For the rest of the United States, ninety human cases of West Nile virus (WNV) illness have been reported from seventeen states.

Three locally-acquired cases of dengue virus (DENV) have been reported in the United States this year. One case was a Texas resident and the remaining two cases were residents of Florida. Additionally, 314 locally-acquired dengue cases were reported from Puerto Rico.

Eastern equine encephalitis virus (EEEV) has been detected in eight states. Louisiana has reported a human case of neuroinvasive EEEV.

Five states have reported Jamestown Canyon virus (JCV) cases, including two cases of neuroinvasive disease.

Four states have reported seven human cases of Powassan virus (POWV) disease in 2023.

Three states have reported St. Louis encephalitis virus (SLEV) in mosquitoes, with one human SLEV case in a California resident.

Dr. Scott reported on local malaria transmission in the United States. Five locally acquired cases of malaria were reported in Sarasota County, Florida, and Cameron County, Texas. All patients were treated at area hospitals and are recovering.

Dr. Scott reported on adult biting fly activity. Fifty-nine carbon dioxide-baited traps were set during July. Several mosquito species were collected including *Culex tarsalis*, *Anopheles freeborni*, and *Anopheles franciscanus*.

New Jersey Light Traps were set in the Reclamation and near the City of Clearlake. The mosquito species that were collected from the sites included *Anopheles franciscanus* and *Culex tarsalis*.

Dr. Scott reported tick testing. Seventeen *Ixodes pacificus* ticks that were removed from Lake County residents have been submitted to the Sonoma County Public Health Laboratory for testing for *Borrelia burgdorferi*. Sixteen of the samples were negative, and the remaining sample is pending.

Dr. Scott reported on the Clear Lake Gnat, Chironominae, and Tanypodinae Surveillance in Clear Lake. Lake checks were not made in July due to the Alumaweld boat being serviced.

Operation Report

No rainfall was recorded in the District's rain gauge during July. The total seasonal rainfall is 35.52 inches, which is 132% of the average precipitation for the season.

On July 1, the level of Clear Lake was at 6.97 feet on the Rumsey Gauge. The lake level decreased to 4.55 feet by July 31.

Two hundred sixty-nine service requests were completed in July. This number includes nine yellowjacket requests and 78 online requests.

During July a new Swisher Spreader was purchased and installed on the side-by-side. The Swisher Spreader replaces the 20-year-old herd seeder used to apply granular larvicides over large areas, such as the irrigated pastures in Middletown.

A media release was issued by the District on July 17. The release announced the year's first detection of West Nile virus, and reminded residents to take precautions to avoid mosquito bites. Articles appeared in the Lake County News on July 18 and the Lake County Record Bee on July 19.

Dr. Scott will be speaking to the Kelseyville Sunrise Rotary Club on August 4 at their weekly breakfast meeting at The Saw Shop in Kelseyville.

Dr. Scott attended a California Special Districts Association (CSDA) webinar on how financing gets priced in the California marketplace.

Dr. Scott contacted the City of Lakeport to confirm the information they require from the District and its neighbors regarding the District's application for a general plan and zoning amendment to correctly identify the District's Esplanade parcels as Public and Civil Use (PCU). The City asked for a pre-application meeting with the District and responsible agencies to discuss requirements and the process. The meeting is scheduled for August 10th at Lakeport City Hall.

Approve Checks for the Month of August 2023

Mr. Nagy moved to approve Check Nos. 21905–21949 for the month of August 2023 in the amount of \$58,788.83. Mr. Bostock seconded the motion. Motion carried unanimously.

Other Business

Dr. Scott informed the Board that Mr. Chuck Leonard had formally resigned from the District Board of Trustees. The July 12, 2023 Regular Board Meeting was his last meeting.

Announcement of Next Regular Board Meeting

The next regular meeting of the Board will be at 1:30 PM on September 13, 2023 at the Lake County Vector Control District Office, 410 Esplanade Lakeport, CA 95453.

Mr. Nagy moved to adjourn the meeting. Mr. Bostock seconded the motion. There being no other business the meeting was adjourned by President Giambruno at 2:10 PM.

Respectfully submitted,

Ronald Nagy
Secretary



Clearlake, CA

Section G, Item 7.

Check Register

Packet: APPKT02374 - 9/7/23 PAYMENT PROCESS AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
VEN01102	1TEAM 1DREAM	09/07/2023	Regular	0.00	30,000.00	15404
001300	A & B COLLISION	09/07/2023	Regular	0.00	9,256.41	15405
000591	ACTION SANITARY	09/07/2023	Regular	0.00	195.75	15406
001911	ADAMS ASHBY GROUP INC	09/07/2023	Regular	0.00	1,990.87	15407
002353	ALL IN ONE AUTO	09/07/2023	Regular	0.00	10,312.50	15408
000024	CLEARLAKE POLICE ASSOCIATION	09/07/2023	Regular	0.00	1,752.00	15409
001424	CLEARLAKE WASTE SOLUTIONS	09/07/2023	Regular	0.00	6,095.98	15410
VEN01386	DOWNEY BRAND LLP	09/07/2023	Regular	0.00	51,271.40	15411
000073	EASTLAKE SANITARY LANDFILL	09/07/2023	Regular	0.00	38.91	15412
002269	LAKE COUNTY CHAMBER	09/07/2023	Regular	0.00	7,000.00	15413
000158	LAKE COUNTY SPECIAL DISTRICTS	09/07/2023	Regular	0.00	137.58	15414
000158	LAKE COUNTY SPECIAL DISTRICTS	09/07/2023	Regular	0.00	119.84	15415
000158	LAKE COUNTY SPECIAL DISTRICTS	09/07/2023	Regular	0.00	17.74	15416
000158	LAKE COUNTY SPECIAL DISTRICTS	09/07/2023	Regular	0.00	119.84	15417
000158	LAKE COUNTY SPECIAL DISTRICTS	09/07/2023	Regular	0.00	119.84	15418
000158	LAKE COUNTY SPECIAL DISTRICTS	09/07/2023	Regular	0.00	137.58	15419
000158	LAKE COUNTY SPECIAL DISTRICTS	09/07/2023	Regular	0.00	119.84	15420
000158	LAKE COUNTY SPECIAL DISTRICTS	09/07/2023	Regular	0.00	310.64	15421
000158	LAKE COUNTY SPECIAL DISTRICTS	09/07/2023	Regular	0.00	88.70	15422
000158	LAKE COUNTY SPECIAL DISTRICTS	09/07/2023	Regular	0.00	119.84	15423
000026	NATIONWIDE RETIREMENT SOLUTIO	09/07/2023	Regular	0.00	1,197.03	15424
001392	OFFICE DEPOT	09/07/2023	Regular	0.00	237.91	15425
000027	OPERATING ENGINEERS PUBLIC EMF	09/07/2023	Regular	0.00	78,325.00	15426
000208	PEACE OFFICERS RESEARCH ASSOC	09/07/2023	Regular	0.00	189.00	15427
001843	PG&E CFM	09/07/2023	Regular	0.00	494.31	15428
000127	PORAC LEGAL DEFENSE FUND	09/07/2023	Regular	0.00	595.35	15429
000327	REDWOOD EMPIRE DIVISION	09/07/2023	Regular	0.00	100.00	15430
001812	SUTTER HEALTH	09/07/2023	Regular	0.00	50.00	15431
VEN01412	THE EIDAM CORPORATION - LUCY &	09/07/2023	Regular	0.00	12,000.00	15432
001540	US BANK CORPORATE PMT. SYSTEM	09/07/2023	Regular	0.00	11,970.57	15433
	Void	09/07/2023	Regular	0.00	0.00	15434
	Void	09/07/2023	Regular	0.00	0.00	15435
	Void	09/07/2023	Regular	0.00	0.00	15436
000708	VALIC LOCKBOX	09/07/2023	Regular	0.00	470.00	15437

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	86	31	0.00	224,834.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	86	34	0.00	224,834.43

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	9/2023	224,834.43
			<u>224,834.43</u>



Clearlake, CA

Section G, Item 7.

Check Register

Packet: APPKT02389 - 9/14/23 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
001911	ADAMS ASHBY GROUP INC	09/14/2023	Regular	0.00	7,166.25	15438
000085	ARAMARK UNIFORM SERVICES	09/14/2023	Regular	0.00	49.31	15439
001397	AT&T CALNET 3	09/14/2023	Regular	0.00	26.20	15440
001397	AT&T CALNET 3	09/14/2023	Regular	0.00	26.20	15441
001397	AT&T CALNET 3	09/14/2023	Regular	0.00	26.21	15442
001418	B & G TIRES OF CLEARLAKE	09/14/2023	Regular	0.00	20.00	15443
VEN01351	BKF ENGINEERS	09/14/2023	Regular	0.00	874.32	15444
VEN01337	BLUE LIGHT, INC - IMAGINE REPORTI	09/14/2023	Regular	0.00	1,815.70	15445
000068	BOB'S JANITORIAL	09/14/2023	Regular	0.00	463.25	15446
VEN01406	CAL-LINE EQUIPMENT INC.	09/14/2023	Regular	0.00	65,353.31	15447
2404	CALTRONICS	09/14/2023	Regular	0.00	86.44	15448
VEN01312	CAPITOL BARRICADE, INC.	09/14/2023	Regular	0.00	1,526.52	15449
001852	CHELSEA BANKS	09/14/2023	Regular	0.00	404.00	15450
002370	CODE PUBLISHING CO	09/14/2023	Regular	0.00	539.20	15451
VEN01367	CUMMINS SALES AND SERVICES	09/14/2023	Regular	0.00	1,892.64	15452
001744	DC ELECTRIC	09/14/2023	Regular	0.00	980.48	15453
000774	DEEP VALLEY SECURITY	09/14/2023	Regular	0.00	125.85	15454
002285	DELL FINANCIAL SERVICES LLC	09/14/2023	Regular	0.00	10,860.37	15455
000160	DEPT OF JUSTICE	09/14/2023	Regular	0.00	350.00	15456
VEN01197	DONALD L BARTRAM	09/14/2023	Regular	0.00	4,500.00	15457
000073	EASTLAKE SANITARY LANDFILL	09/14/2023	Regular	0.00	104.48	15458
000851	ENTERPRISE TOWING	09/14/2023	Regular	0.00	130.00	15459
001199	EUREKA OXYGEN CO	09/14/2023	Regular	0.00	570.88	15460
000120	FED EX	09/14/2023	Regular	0.00	54.35	15461
000625	FIRST AMERICAN TITLE COMPANY	09/14/2023	Regular	0.00	900.00	15462
000121	HIGHLANDS WATER COMPANY	09/14/2023	Regular	0.00	50.14	15463
000121	HIGHLANDS WATER COMPANY	09/14/2023	Regular	0.00	1,482.81	15464
000121	HIGHLANDS WATER COMPANY	09/14/2023	Regular	0.00	368.74	15465
000121	HIGHLANDS WATER COMPANY	09/14/2023	Regular	0.00	140.10	15466
001949	ICE WATER DISTRIBUTORS INC	09/14/2023	Regular	0.00	73.00	15467
001775	JONES & MAYER	09/14/2023	Regular	0.00	12,819.26	15468
002373	KRISTIANA ANDERSON	09/14/2023	Regular	0.00	100.00	15469
001866	LACO ASSOCIATES	09/14/2023	Regular	0.00	19,604.28	15470
000108	LAKE COUNTY RECORD BEE	09/14/2023	Regular	0.00	1,074.03	15471
002176	MANAGEMENT CONNECTIONS	09/14/2023	Regular	0.00	724.08	15472
002085	MAZZEI CHEVROLET CHRYSLER JEEP	09/14/2023	Regular	0.00	2,726.00	15473
VEN01329	MCGRATH RENTCORP AND SUBSIDIA	09/14/2023	Regular	0.00	1,124.03	15474
002106	MIDSATE BARRIER INC	09/14/2023	Regular	0.00	36,812.50	15475
VEN01437	MYRIA V WOLFE-PRICELESS AUTO GI	09/14/2023	Regular	0.00	455.00	15476
001489	NAPA AUTO PARTS	09/14/2023	Regular	0.00	136.85	15477
001392	OFFICE DEPOT	09/14/2023	Regular	0.00	283.37	15478
VEN01390	PAPE KENWORTH	09/14/2023	Regular	0.00	1,372.82	15479
001511	PARCELQUEST	09/14/2023	Regular	0.00	7,296.00	15480
001483	PETERSON CAT	09/14/2023	Regular	0.00	594.97	15481
001843	PG&E CFM	09/14/2023	Regular	0.00	5,012.17	15482
	Void	09/14/2023	Regular	0.00	0.00	15483
001843	PG&E CFM	09/14/2023	Regular	0.00	1,144.54	15484
001843	PG&E CFM	09/14/2023	Regular	0.00	1,799.72	15485
001843	PG&E CFM	09/14/2023	Regular	0.00	85.48	15486
001843	PG&E CFM	09/14/2023	Regular	0.00	1,218.00	15487
000130	PITNEY BOWES	09/14/2023	Regular	0.00	701.68	15488
001298	QUACKENBUSH MRRCF	09/14/2023	Regular	0.00	1,280.30	15489
001929	QUAN, SMITH & ASSOCIATES	09/14/2023	Regular	0.00	13,888.85	15490
002031	REDWOOD COAST PETROLEUM & NI	09/14/2023	Regular	0.00	4,383.35	15491

Check Register

Packet: APPKT02389-9

Section G, Item 7.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002352	REDWOOD FORD	09/14/2023	Regular	0.00	1,094.12	15492
VEN01336	SSA LANDSCAPE ARCHITECTS, INC.	09/14/2023	Regular	0.00	30,799.23	15493
000734	STANLEY PETERSON	09/14/2023	Regular	0.00	485.31	15494
VEN01378	STUDIO W ASSOCIATES, INC - STUDI	09/14/2023	Regular	0.00	6,471.75	15495
VEN01372	TALL TREE ENGINEERING, INC	09/14/2023	Regular	0.00	17,949.00	15496
001934	TINA VIRAMONTES	09/14/2023	Regular	0.00	159.00	15497
000099	U.S. CELLULAR	09/14/2023	Regular	0.00	459.38	15498
001325	VERIZON WIRELESS	08/10/2023	Bank Draft	0.00	1,905.72	DFT0002352

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	106	60	0.00	273,015.82
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	1	1	0.00	1,905.72
EFT's	0	0	0.00	0.00
	107	62	0.00	274,921.54

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	8/2023	1,905.72
999	Pooled Cash	9/2023	273,015.82
			<hr/>
			274,921.54



Clearlake, CA

Section G, Item 7.

Check Register

Packet: APPKT02405 - 9/20/23 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
001138	ADVENTIST HEALTH	09/20/2023	Regular	0.00	40.00	15499
000101	AMERIGAS	09/20/2023	Regular	0.00	5,964.95	15500
000085	ARAMARK UNIFORM SERVICES	09/20/2023	Regular	0.00	98.62	15501
001397	AT&T CALNET 3	09/20/2023	Regular	0.00	52.12	15502
000068	BOB'S JANITORIAL	09/20/2023	Regular	0.00	65.19	15503
000902	CALIFORNIA SURVEYING - DRAFTING	09/20/2023	Regular	0.00	326.25	15504
2404	CALTRONICS	09/20/2023	Regular	0.00	554.50	15505
VEN01440	CITIZENS CARING FOR CLEARLAKE	09/20/2023	Regular	0.00	11,400.00	15506
000024	CLEARLAKE POLICE ASSOCIATION	09/20/2023	Regular	0.00	1,752.00	15507
VEN01367	CUMMINS SALES AND SERVICES	09/20/2023	Regular	0.00	2,633.03	15508
000160	DEPT OF JUSTICE	09/20/2023	Regular	0.00	162.00	15509
000625	FIRST AMERICAN TITLE COMPANY	09/20/2023	Regular	0.00	500.00	15510
000625	FIRST AMERICAN TITLE COMPANY	09/20/2023	Regular	0.00	400.00	15511
000625	FIRST AMERICAN TITLE COMPANY	09/20/2023	Regular	0.00	107,127.96	15512
000495	FRANK HAAS	09/20/2023	Regular	0.00	100.00	15513
000096	GOLDEN STATE WATER COMPANY	09/20/2023	Regular	0.00	996.20	15514
002070	GOVERNMENTJOBS.COM INC	09/20/2023	Regular	0.00	4,703.68	15515
VEN01394	HUNTERS SERVICES INC	09/20/2023	Regular	0.00	570.00	15516
001866	LACO ASSOCIATES	09/20/2023	Regular	0.00	19,013.75	15517
002059	LAKE COUNTY ECONOMIC DEVELOPI	09/20/2023	Regular	0.00	7,000.00	15518
001814	LENAHAN,LEE,SLATER,AND PEARSE,	09/20/2023	Regular	0.00	4,150.00	15519
001903	MARK HARDEN	09/20/2023	Regular	0.00	24.00	15520
001495	MC MASTER-CARR	09/20/2023	Regular	0.00	825.00	15521
VEN01048	Minnesota Life Insurance	09/20/2023	Regular	0.00	846.00	15522
000026	NATIONWIDE RETIREMENT SOLUTIO	09/20/2023	Regular	0.00	1,197.03	15523
001392	OFFICE DEPOT	09/20/2023	Regular	0.00	89.81	15524
000009	OPERATING ENGINEERS LOCAL 3	09/20/2023	Regular	0.00	520.00	15525
001483	PETERSON CAT	09/20/2023	Regular	0.00	718.92	15526
001536	PRECISION WIRELESS SERVICES	09/20/2023	Regular	0.00	1,000.00	15527
001513	SAN DIEGO POLICE EQUIPMENT	09/20/2023	Regular	0.00	2,582.67	15528
VEN01439	SCHOOL OUTFITTERS LLC	09/20/2023	Regular	0.00	1,827.53	15529
VEN01378	STUDIO W ASSOCIATES, INC - STUDI	09/20/2023	Regular	0.00	5,223.75	15530
001934	TINA VIRAMONTES	09/20/2023	Regular	0.00	32.47	15531
000708	VALIC LOCKBOX	09/20/2023	Regular	0.00	470.00	15532
002069	WATER'S EDGE CLEANERS	09/20/2023	Regular	0.00	42.00	15533
VEN01221	WINE COUNTRY VENTURES, INC	09/20/2023	Regular	0.00	590.00	15534

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	50	36	0.00	183,599.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	50	36	0.00	183,599.43

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	9/2023	183,599.43
			<hr/> 183,599.43



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Approval of Amendment No. 3 to the Clearlake Municipal Employees Association (CMEA) Memorandum of Understanding (MOU) Deleting the Senior Maintenance Worker Premium Pay	MEETING DATE: August 17, 2023
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the City Manager to sign CMEA MOU Amendment No. 3 to remove the Senior Maintenance Worker premium pay.

BACKGROUND/DISCUSSION:

The CMEA MOU adopted in June 2022 provided a \$25 per pay period premium pay to Senior Maintenance Workers with a Class A license because the job description required only a Class B license. The majority of Senior Maintenance Workers hold a Class A license. On August 17, 2023, your Council approved an updated job description for the Senior Maintenance Worker which requires a Class A license.

Therefore, with this change, the premium pay is no longer necessary. Staff has discussed the elimination of the premium pay with the CMEA representatives and they are in agreement to remove this provision.

OPTIONS:

1. Authorize the City Manager to sign Amendment No. 3 to the CMEA MOU to remove the Senior Maintenance Worker premium pay.
2. Other direction

FISCAL IMPACT:

☐ None ☒ Budget savings of approx. \$650 per year per employee Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☒ General Fund ☐ Measure P Fund ☒ Measure V Fund ☒ Other: Gas Tax

Comments:

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☐ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☐ Goal #4: Improve the Image of Clearlake
- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☒ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to authorize the City Manager to execute Amendment No. 3 to the 2022-2025 CMEA MOU.

- ☒ **Attachments:**
 - 1) 2022-2025 CMEA MOU
 - 2) Proposed Amendment No. 3

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF CLEARLAKE
AND THE
CLEARLAKE MUNICIPAL EMPLOYEES ASSOCIATION

July 1, 2022 through June 30, 2025

TABLE OF CONTENTS**ARTICLE I GENERAL PROVISIONS**

Section 1.0 Preamble.....	1
Section 2.0 Purpose.....	1
Section 3.0 Recognition.....	1
Section 4.0 Employee Rights and Responsibilities.....	1
Section 5.0 Management Rights and Responsibilities.....	2

ARTICLE II WAGES AND BENEFITS

Section 1.0 Prior Negotiations and Agreements.....	3
Section 2.0 Retirement Plan and Contribution.....	3
Section 3.0 Salary Adjustment and Longevity Pay.....	3
Section 4.0 State Disability Insurance.....	4
Section 5.0 Deferred Compensation.....	4
Section 6.0 Health Care Benefits.....	5
Section 7.0 Non-Economic Negotiations.....	6
Section 8.0 Sick Leave.....	6
8.1 Sick Leave:.....	6
8.2 Sick Leave Accrual.....	6
8.3 Temporary Disability-Integrated Pay.....	6
8.4 Illness While on Vacation.....	6
8.5 Holidays While on Sick Leave.....	6
8.6 Sick Leave for Care of Dependents.....	6
8.7 Sick Leave Forfeited.....	7
8.8 Medical/Dental Appointments.....	7
Section 9.0 Sick Leave Incentive.....	7
Section 10.0 Overtime/Compensatory Time.....	7
10.1 Overtime.....	7
10.2 Compensatory Time in Lieu.....	7
10.3 Scheduled Overtime - Weekend Park Duty.....	8
Section 11.0 Work Week Period and Day.....	8
11.1 Work Week.....	8
11.2 Day.....	8
Section 12.0 Flexible Working Hours.....	8
Section 13.0 Call Back.....	8
Section 14.0 Stand By.....	9
Section 15.0 Bereavement Leave.....	9
Section 16.0 Jury Duty.....	9
Section 17.0 Vacation Leave.....	9
Section 18.0 Holidays.....	12
Section 19.0 Uniform Regulations.....	12
Section 20.0 Personal Property Reimbursement.....	13
Section 21.0 Probationary Period.....	13
Section 22.0 Special Duty Assignment.....	13
Section 23.0 Tuition and Books.....	14
Section 24.0 Stress Reduction and Wellness Program.....	14
Section 25.0 Part-Time Permanent Employee Benefit Option.....	15

ARTICLE III PRE-DISCIPLINE AND GRIEVANCES

Section 1.0 Discipline.....	15
1.1 Written Notice.....	15

1.2	Employee Review.....	15
1.3	Employee Response.....	16
1.4	Appeal	16
1.5	City Council.....	16
1.6	Notice	16
1.7	Hearing.....	16
1.8	Findings and Recommendation.....	17
1.9	Temporary Leave With Pay.....	17
Section 2.0	Grievance Procedure.....	17
2.1	Informal Grievance Procedure.....	18
2.2	Formal Grievance Procedure.....	18
2.3	Appeal to City Manager	18
2.4	Appeal to City Council.....	19
Section 3.0	Extension of Time Limitations.....	19
3.1	General Provisions.....	19
ARTICLE IV <u>TERM</u>		
Section 1.0	Term of Agreement.....	19
Section 2.0	Agreement Renewal.....	20
ARTICLE V <u>IMPLEMENTATION</u>		
Section 1.0	Severability.....	20
Section 2.0	Ratification and Implementation.....	20
EXHIBIT A.....		22

ARTICLE I: GENERAL PROVISIONS**Section 1.0 Preamble**

This Memorandum of Understanding (hereinafter referred to as MOU or Agreement, interchangeably) has been prepared pursuant to California Government Code Sections 3500 et seq., the City of Clearlake Personnel System (Ordinance No. 10), the City of Clearlake Personnel System Rules and Regulations Resolution (No. 81-40), and the City of Clearlake Employer-Employee Organization Relations Resolution (No. 83-40), which are hereby incorporated by reference. This Agreement has been made and executed by the Clearlake Municipal Employee Association affiliated with Operating Engineers Local No. 3 (hereinafter referred to as "Association") and the Employee Relations Officer of the City of Clearlake (hereinafter referred to as "City") and satisfies the City's duty to meet and confer with the Association.

The parties have met and conferred in good faith regarding the terms and conditions of employment for members of the Association, and having reached agreement as herein set forth, agree to submit this MOU to the City Council with the joint recommendation that the City Council adopt its terms and conditions and take such action as may be necessary to implement its provisions.

Section 2.0 Purpose

It is the purpose of this MOU to promote and provide for continuity of operation and employment through harmonious relations, cooperation and understanding between the management of the City and the employees covered by the provisions of this Agreement, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

Section 3.0 Recognition

The City acknowledges the Association as the Exclusively Recognized Employee Organization representing the permanent employees occupying job classification set forth in Exhibit A.

The Association acknowledges that job classification(s) designated confidential shall be restricted from participating in representation of the Association.

Section 4.0 Employee Rights and Responsibilities

Association members shall be free to participate in Association activities without interference, intimidation or discrimination in accord with State and City rules and regulations. Association rights and responsibilities include:

- 4.1 The right to represent its members before the City Council with regard to wages, hours and working conditions.
- 4.2 The right of reasonable notice of any proposed ordinance, resolution, regulation or rule relating to wages, hours and working conditions.
- 4.3 The right to reasonable time off without loss of compensation or benefits when meeting and conferring with management representatives on matters relating to wages, hours and working conditions.
- 4.4 The right of reasonable use of City facilities for Association activities, provided that appropriate advance arrangements are made and applicable costs to the public are borne by the Association.
- 4.5 The right of reasonable access to employees and applicable documents for the purpose of processing grievances and appeals. Such access shall not interfere with the normal operations of the City or with safety and security requirements of the Police Department.
- 4.6 The right to maintain a bulletin board in an area readily accessible to Association members.
- 4.7 The right to have payroll deductions made for payment of Association dues, subject to written request of each individual Association member.
- 4.8 The right to recommend changes to the Personnel System and Personnel Rules and meet and confer on changes thereof.

Section 5.0 Management Rights and Responsibilities

The City shall reserve and retain the sole and exclusive right, whether exercised or not, to administer, manage and operate its municipal services and the work force employed to perform those services. Management rights and responsibilities include:

- 5.1 The right to determine the organization of the City government and the purpose and mission of its constituent parts.
- 5.2 The right to set standards of service and levels of staffing for both routine services and emergency operations.
- 5.3 The right to determine the type and kind of goods and services to be made, purchased and contracted for.
- 5.4 The right to determine the methods of financing municipal services.

- 5.5 The right to administer the Personnel System in accordance with Ordinance No. 10, the Personnel Rules and Regulations, the Employer-Employee Organization Relations Resolution and this MOU.
- 5.6 The right to assign work and direct employees.
- 5.7 The right to establish and implement rules, regulations, policies and procedures related to efficiency, productivity, performance, personal appearance, codes of conduct and safety and to require compliance therewith.

ARTICLE II: WAGES AND BENEFITS

Section 1.0 Prior Negotiations and Agreements

The Personnel System Rules and Regulations, as amended by Resolution No. 82-60 are hereby incorporated by reference.

Section 2.0 Retirement Plan and Contribution

- 2.1 “Classic” (Employed by the City or other eligible public agency prior to January 1, 2013 as defined by CalPERS) non-sworn unit employees shall be provided the benefit of the Miscellaneous Members 2%@55 retirement formula.
- 2.2 “Classic” non-sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 7%.
- 2.3 “PEPRA” (Employed by the City or other eligible public agency on or after January 1, 2013, as defined by CalPERS) non-sworn unit employees shall be provided the benefit of the Miscellaneous Members 2%@62 retirement formula.
- 2.4 “PEPRA” non-sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 6.25%.

Section 3.0 Salary Adjustment and Longevity Pay

- 3.1.1 Effective July 1, 2022, all unit members will receive a four percent (4%) cost of living adjustment (COLA) increase.
- 3.1.2 Effective July 1, 2023, all unit members will receive a three percent (3%) cost of living adjustment (COLA) increase.
- 3.1.3 Effective July 1, 2024, all unit members will receive a three percent (3%) cost of living adjustment (COLA) increase.

- 3.2 The City will provide a longevity payment to all unit employees based on the following schedule:

Completion of Years of Service	% of Salary Longevity Payment
5	1.0%
6	2.0%
7	3.0%
8	4.0%
9	5.0%
10	6.0%
11	7.0%
12	8.0%
13	9.0%
14	10.0%

- 3.3 Merit Increases:

All Merit Increases and Status Changes affecting employee pay shall be effective the first day of the pay period following the anniversary date or date of change of status.

- 3.4 Payment of Comp Time Upon Promotion and/or Change of Bargaining Unit:

Employees who have accrued compensation time and who are promoted to a new bargaining unit shall receive a cash-out of all accrued compensation time prior to the effective date of the promotion/bargaining unit change. This amount would be paid in the next pay period following the promotion date.

- 3.3 Working Group:

City and bargaining unit agree to meet and confer during the term of this agreement to discuss a restructure of the maintenance worker classifications with the intent to improve market equity and recruitability for these classifications.

Section 4.0 State Disability Insurance

- 4.1 The City agrees to pay 100% of employee contribution for State Disability Insurance.

Section 5.0 Deferred Compensation Plan

- 5.1 The City agrees to maintain the availability of a deferred compensation plan for voluntary employee participation and contribution.

Section 6.0 Health Care Benefits

- 6.1 The City shall provide a Medical/Dental/Vision Plan for unit employees and their dependents. The medical plan shall be offered by Operating Engineers Local No. 3 with individuals paying the associate membership fee.

The City shall pay eighty percent (80%) of the insurance premium cost and the employee shall pay the remaining twenty percent (20%) of the insurance premium cost.

- 6.2 Alternative Health Insurance Plan: The Parties agree to work mutually toward seeking health and benefit plans which are acceptable to both Parties.

If an Alternative Health Insurance Plan is identified by either party during the term of this agreement, the City and Association agree to re-open negotiations for the sole purpose of re-negotiating the City and employee levels of contribution and implementation of the plan.

- 6.3 Waiver of Participation: Effective July 1, 2022, all new employees hired on or after this date who elect to waive participation in the City's health insurance plan due to participation in a spouse's insurance program or private health insurance program shall, upon written request to waive said participation and proof of alternative health insurance coverage, receive from the City a two hundred dollar (\$200) flat rate payment towards unit employee's health insurance plan, regardless of family size or alternate coverage cost.

Current unit members waiving participation and receiving in-lieu pay shall continue to receive in-lieu pay for the duration of this agreement at the equivalent of 50% of the City's contribution towards employee's health care plan at the rate effective June 30, 2022.

Should the IRS (or other state or federal agency) adopt rulings or regulations that place the City at great risk of penalty for offering the stipend for opting out of medical insurance, the City reserves the right to delete the Waiver of Participation in-lieu payments.

- 6.4 The City shall provide a \$50,000 Life Insurance Policy for each employee, with the option for each unit employee to purchase additional voluntary life insurance benefits through the plan.
- 6.5 If the City is mandated to contribute toward employee's health insurance program by state or federal action, this section shall be considered invalid and subject to Section 1.0 in Article V (Severability).

Section 7.0 Non-Economic Negotiations

The Union or the City may reopen the contract each year in September for the purpose of bargaining up to one non-economic proposal each.

Section 8.0 Sick Leave

- 8.1 Sick Leave: Sick leave with pay may only be granted by the appointing authority for valid illness, injury, or scheduled appointment for medical or dental care unless otherwise provided by this Agreement. The department head may require evidence in the form of a physician's verification during the time for which sick leave was requested.
- 8.2 Sick Leave Accrual: Every full time regular employee and probationary employee shall earn sick leave at the rate of eight (8) hours per month, or major fraction thereof. Permanent part time employees shall earn sick leave at a ratio of their hours to full time position.
- 8.3 Temporary Disability-Integrated Pay: An employee who is entitled to temporary disability indemnity under State Labor Code may elect to take that number of hours or portions of hours of his/her accumulated sick leave, or his/her accumulated vacation, as when added to the disability indemnity will result in a payment to the employee of his/her full salary. When accumulated sick leave or vacation or both are exhausted, the employee is still entitled to receive disability indemnity.
- 8.4 Illness While on Vacation: An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation, provided that:
 - a. Immediately upon return to duty, the employee submits to the appointing authority a written request for sick leave and a written statement is signed by the employee's physician stating the nature and dates of the illness.
 - b. The appointing authority recommends and the Personnel Officer approves such granting of such sick leave.
- 8.5 Holidays While on Sick Leave: Observed holidays during sick leave shall not be counted as sick leave, except for employees receiving holiday pay.
- 8.6 Sick Leave for Care of Dependents: A regular employee may use a maximum of forty-eight (48) hours of sick leave per year for the care of a spouse, child or parent. In recognition of unique and extended family relationships, an employee may request in writing, and the City Manager may approve at his sole discretion, use of sick leave for an exception not listed.

- 8.7 Sick Leave Forfeited: An employee leaving municipal service shall forfeit all sick leave benefits. Sick leave may be used only through the final day of actual work performed and not during a period of terminal employment.
- 8.8 Medical/Dental Appointments: Employees may utilize sick leave for medical or dental appointments.

Section 9.0 Sick Leave Incentive

- 9.1 A sick leave account shall be established for every employee at the commencement of employment. Effective January of each year, each regular unit employee shall receive incentive pay in the following manner:
- a. The first sixty-four (64) hours of unused sick leave shall automatically be placed in the employee's sick leave account.
 - b. The remaining accrued and unused sick leave from the preceding calendar year shall be paid by January 15th of each year at the employee's regular base rate of pay.
 - c. The employee shall have an option of converting a maximum of sixteen (16) hours of the unused balance to vacation leave or placing all unused sick leave into the employee's sick leave account

Section 10.0 Overtime/Compensatory Time

- 10.1 Overtime: Overtime is that time worked in excess of forty hours in one week as defined in Section 11.1. Overtime shall be calculated at one and one-half (1-1/2) times the employee's base rate of pay.
- 10.2 Compensatory Time in Lieu: Compensatory time may be accrued at the rate of one and one-half (1-1/2) times the number of overtime hours in lieu of overtime pay. A maximum of up to eighty (80) hours of compensatory time may be accumulated. Compensatory time off shall be at the employee's convenience, subject to the approval of the department head and/or the City Manager.

During the month of June of each year, unit employees may, upon recommendation of the Department Head and approval of the City Manager, request pay-off of up to 80 hours of their accumulated compensatory leave balance. Requests shall be submitted in writing to the Department Head no earlier than June 1st and no later than June 26th of each year. Approved pay off shall be issued no later than June 30th of each year.

- 10.3 Scheduled Overtime – Weekend Park Duty: A Public Works employee who has completed a continuous period of duty and who is assigned and scheduled to perform Park Duty on a Saturday or Sunday shall receive a minimum of four (4) hours of overtime compensation for each Saturday and each Sunday worked. Approval of overtime compensation shall be made by the supervisor of the employee. Employees are expected to work the full scheduled time unless released by their supervisor.

Section 11.0 Work Week Period and Day

- 11.1 Work Week: The work week shall exclude all un-schedule leaves of absence(s) in calculating hours worked. For the purposes of this section, “un-scheduled” shall be defined as less than 24 hours notice. The work week shall begin at 12:01 A.M. Sunday and end at 12:00 P.M. Saturday.
- 11.2 Day: For the purposes of administering benefits such as vacation accrual, holiday leave, mental health leave, etc. a "day" shall be equivalent to an employee’s scheduled workday, either eight (8), nine (9) or ten (10) hour period. Unless extended by mutual accord of both parties, this provision shall expire effective June 30, 2022 or on the effective date of a successor MOU, whichever occurs last.

Section 12.0 Flexible Working Hours

- 12.1 Recognizing the unique requirements of the employees of the City, flexible work hours may be arranged by mutual agreement between individual employees and their respective department heads. Such hours shall allow the employee to work the standard number of hours within each work week.
- 12.2 Such employee working the flexible hours may be reassigned to the normal work schedule, by the department head, by giving at least two weeks written notice or by mutual agreement.
- 12.3 It is further agreed that flexible scheduling must not adversely affect the efficient operations of the department.

Section 13.0 Call Back

Any duty required of a Public Works employee by the City after the employee has completed a continuous period of duty and who must be called back to perform such additional duty shall receive a minimum of two (2) hours of overtime compensation, except that employees who are on standby and are called back to work will receive a minimum of two (2) hours for the first call back and a minimum of one (1) hour of overtime compensation for each additional call back occurring during a standby shift. Approval of overtime compensation shall be made by the supervisor of the employee. Employees are expected to work the full call back time unless released by their supervisor.

Section 14.0 Stand By

Employees specifically assigned and authorized by the department head (or designee) to remain available at all times to receive and to respond for calls for service are eligible for Stand By pay. Stand By shall be assigned on a biweekly basis. While on Stand By, an employee must either wear a City-supplied cell phone or be available by their personal phone at all times, must refrain from the use of alcohol and/or illegal and/or controlled substances, and must remain within forty-five minutes of the City. Stand by shall be compensated at straight time for two hours pay for each Saturday, Sunday and holiday and three hours for the period of Monday through Friday.

Section 15.0 Bereavement Leave

An employee shall receive forty (40) hours bereavement leave due to the death of his or her parent, step parent, mother-in-law, father-in-law, spouse, child, step child, adopted child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

An employee shall receive twenty-four (24) hours of bereavement leave for the death of his or her aunt, uncle, niece, nephew, first cousin, aunt-in-law, uncle-in-law, great-grandfather, great-grandmother, great-granddaughter, or great-grandson at the time of death.

Section 16.0 Jury Duty

- 16.1 Every employee who is called or required to serve as a trial juror shall be entitled to be absent from duties with the City during the period of such service or while being present in court. No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty. If the employee has not waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her position. An employee accepted for jury duty shall immediately notify his/her department head in writing whether or not he/she waives or remits the jury fee to the City.
- 16.2 No deductions shall be made from the salary of an employee who has been subpoenaed as a witness as a result of having observed an event or occurrence while on City duty if he/she has submitted the witness fee. The same procedures are to apply as in the above paragraph.

Section 17.0 Vacation Leave

- 17.1 Full time regular and probationary employees shall earn vacation leave with pay, as follows:

Upon Completion of
Years of Service Vacation Hours Per Year

0	80 hours
1	88 hours
2	92 hours
3	96 hours
4	100 hours
5	104 hours
6	108 hours
7	112 hours
8	116 hours
9	120 hours
10	124 hours
11	128 hours
12	132 hours
13	136 hours
14	140 hours
15	144 hours
16	148 hours
17	152 hours
18	156 hours
19	160 hours

Vacation leave shall be earned and accrued on a pro-rated monthly basis based upon the above annual schedule.

- 17.2 An employee may accumulate unused vacation leave up to a maximum of twice the number of hours due annually. Under extraordinary circumstances and when the best interest of the City so requires, the City Manager may permit a temporary accumulation of vacation leave in excess of the maximum accrued. Except for the above exception, annual vacation leave shall not accrue nor accumulate in excess of the following amounts:

Years of Service	Vacation Hours Per Year	Maximum per Accrued
0	80 hours	160 hours
1	88 hours	176 hours
2	92 hours	184 hours
3	96 hours	192 hours
4	100 hours	200 hours
5	104 hours	208 hours

6	108 hours	216 hours
7	112 hours	224 hours
8	116 hours	232 hours
9	120 hours	240 hours
10	124 hours	248 hours
11	128 hours	256 hours
12	132 hours	264 hours
13	136 hours	272 hours
14	140 hours	280 hours
15	144 hours	288 hours
16	148 hours	296 hours
17	152 hours	304 hours
18	156 hours	312 hours
19	160 hours	320 hours

- 17.3 An employee who is eligible for vacation time shall be paid for such accumulated vacation time on the effective date of termination. It shall not be necessary to carry such employee on the payroll for the vacation period and the vacancy thus created may be filled at any time after the effective date of termination. When separation is caused by death of the employee, payment shall be made to the employee's designated beneficiary.

17.4 Pay for Vacation Time

Upon request of the Department Head with approval of the City Manager, an employee may be paid the straight time hourly equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than 80 hours in any one fiscal year for non-management employees and for no more than 80 hours in any one fiscal year for management employees.

17.5 Bi-Lingual Pay

Based on the City and community need and the language proficiency of the employee, the City Manager may approve bilingual pay for Municipal Employees' Association classifications. Approval will only be given where the employee's bilingual skill is regularly used in the course of business.

Bilingual pay shall be 2.5% of base salary for speaking and/or 2.5% of base salary for writing based upon successful passing of testing through Language Testing International and the American Council on the Teaching of Foreign Languages and proficiency of an Intermediate Mid or higher test result. Employee validations are valid for two years from the date of testing.

If an employee is off work for over 30 consecutive calendar days, the employee will not receive the bilingual differential for the remainder of the leave.

Section 18.0 Holidays

18.1 The following holidays shall be observed:

New Year's Day - January 1
 Martin Luther King Day - Third Monday in January
 Washington's Birthday - Third Monday in February
 Memorial Day - Last Monday in May
 Independence Day - July 4th
 Labor Day - First Monday in September
 Veterans' Day - November 11th
 Thanksgiving Day - Fourth Thursday in November
 Day after Thanksgiving Day
 Christmas Eve
 Christmas Day - December 25th
 New Year's Eve

18.2 If the designated holiday falls on a Saturday, the preceding Friday shall be observed.
 If the designated holiday falls on a Sunday, the following Monday shall be observed.

18.3 If a holiday observance falls on a day in which an employee is mandated to work, the employee shall be paid time and one-half for all hours worked on the observed holiday.

Section 19.0 Uniform Regulations

19.1 The City agrees to provide maintenance worker permanent positions four long-sleeved logoed high-visibility shirts, four short-sleeved logoed high-visibility shirts and high quality rain gear, consisting of one hooded, high-visibility rain jacket and one pair of high-visibility rain trousers. The high-visibility shirts shall be provided for maintenance worker positions at hiring and two times per year: approximately April 1st and October 1st. Shirts damaged during the course of work may be replaced by the City with the authorization of the Public Works Director.

Reimbursement shall be paid in the amount of purchase or in an amount not to exceed \$300, whichever is the lesser amount, upon presentation by the employee of a receipt for the purchase of such safety footwear for use at work and as may be required for his or her classification. At a minimum, safety footwear shall be steel-toed, leather, six-inch boots.

19.2 Jean Voucher Program –A yearly Jean Voucher program will be established to allow five (5) vouchers to be used each fiscal year for jean/work pant purchase at Dusty D's Workwear (or another vendor if one is established and agreed upon by both parties).

Each voucher is not to exceed \$50 in value and is to be used for the purchase of jeans/work pants only in the colors of dark blue or black.

Section 20.0 Personal Property Reimbursement

- 20.1 The City shall reimburse Public Works employees for the repair or replacement cost of personal property damaged or destroyed during the performance of his or her duty. The maximum reimbursable amount shall not exceed the cost for items.

The City shall provide for the repair of or replacement of the following items as personal property:

Eyeglasses (prescription)	
Frames	Full Cost
Lenses	Full Cost
Wrist Watch	\$25.00

Section 21.0 Probationary Period

Probationary period shall be twelve (12) months for new employees and twelve (12) months for promotional employees. Employees who do not successfully pass promotional probationary period shall be returned to the position previously held by the employee. If the position previously held by the employee has been filled, the City may initiate lay-off procedures in order to return the employee to the position which was previously held by said employee.

Section 22.0 Special Duty Assignment

Employees of the Public Works Department shall receive a five percent (5%) premium pay while assigned and performing in a lead position.

Those employees in the classification of Senior Maintenance Worker with Class A driver's licenses shall receive a twenty-five dollar (\$25) premium pay per pay period on the employee's regular pay day, for obtaining and maintaining their Class A Commercial driver's license. This premium pay shall not be included in the employee's pay rate when computing annual vacation pay outs. When an employee is receiving the premium pay, he/she can be directed to perform Class A driver's license duties. Employee is not eligible for the premium pay if he/she is on unpaid leave from City employment.

Those employees in the classifications of Senior Maintenance Worker with Class A driver's licenses shall have the cost of the Medical Examinations that are required to maintain their Class A Commercial driver's license reimbursed by the City upon presenting a voucher from the examining physician in an amount up to \$200. Reimbursements shall not exceed one per renewal period.

Those employees in the classifications of Senior Maintenance Worker with Class A driver's licenses shall have the cost of the driver license renewal and Department of Motor Vehicle examination fees, above and beyond those fees required for non-commercial Class C licenses, required to maintain their Class A Commercial driver's license reimbursed by the City upon successfully completing the required examination and being issued the renewal license, which will then be presented to Administrative Services as proof of maintaining the Class A driver's license. Proof of issuance and renewal of the Class A Commercial driver's license shall be the employee's responsibility and premium pay will not be applied retroactively. Eligibility for City-paid Class A Commercial driver's license courses and premium pay, including reimbursements, shall be based on the needs of the department and at the discretion of the department head.

Senior Maintenance Workers with a Class A Driver's license agree to adhere to the Department of Transportation Policy and Procedures Manual for FMCSA Safety Sensitive Drivers hereby adopted by reference. Senior Maintenance Workers provide consent for the City to conduct limited queries from the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about the employee exists in the Clearinghouse per federal regulations.

Section 23.0 Tuition and Books

The City will reimburse those classifications represented by the Association up to \$600 per year for the cost of educational classes and books to encourage higher education subject to the approval of the Department Head.

Section 24.0 Stress Reduction and Wellness Program

- 24.1 Wellness Stipend – A \$200 per year wellness stipend will be provided to all classifications within the bargaining unit. This is a reimbursement for costs relating to wellness, up to \$200 maximum per fiscal year. Examples are, but not limited to, Fitbit exercise watch, yoga class, meditation class, smoking cessation, weight loss classes, gym membership, etc.
- 24.2 Outpatient care for treatment by a psychiatrist, psychologist, or certified social worker. The City will reimburse unit employees fifty percent (50%) of the covered charges up to a maximum of \$60 charge, therefore paying up to \$30 per visit, with an overall maximum of twelve (12) visits per fiscal year.

Section 25.0 Part-Time Permanent Employee Benefits

- 25.1 Part-time permanent employees who receive pro-rated benefits based upon their scheduled hours pursuant to the Personnel Rules and Regulations of the City of

Clearlake may elect to decline the following benefits and apply the equivalent City contribution towards their contribution towards the monthly health insurance premium:

- . Deferred Compensation
- . Deferred Compensation In-Lieu of Retirees Medical
- . Life Insurance
- . State Disability Insurance

ARTICLE III: PRE-DISCIPLINE AND GRIEVANCES

Section 1.0 Discipline

Prior to the suspension, demotion, pay reduction or discharge for disciplinary purposes of any regular employee pursuant to provisions of the Personnel Ordinance and Rules, the following procedures shall be complied with:

1.1 Written Notice

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed disciplinary action, the charge(s) being considered, the time periods which the employee may respond, and shall be signed by the appointing authority.

1.2 Employee Review

The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and he/she shall be supplied with a copy of documents or material.

1.3 Employee Response

Within seven (7) calendar days after the employee has had the review opportunity provided above, he/she shall have the right to respond orally or in writing or both, at the employee's option, to the appointing authority concerning the proposed action. The City Manager may at his/her discretion extend such time period to facilitate fair administration of the disciplinary process. The failure of the employee to respond shall constitute the employee's waiver of the opportunity to respond. Notwithstanding the above, a reasonable request for additional time within which to respond shall not be denied.

1.4 Appeal

If the employee does not agree with the decision reached by the appointing authority, the employee may request a hearing before the Personnel Officer within seven (7) calendar days.

Within ten (10) calendar days of receipt of a written request for hearing, the Personnel Officer will schedule a date to hear the appeal of the appointing authority's decision. The failure of the employee to appeal shall constitute the employee's waiver of the opportunity to appeal and the appointing authority decision will become final

If the employee does not agree with the decision reached by the Personnel Officer, the employee may request a hearing before the City Council within seven (7) calendar days.

1.5 City Council

Appeals shall be in writing and filed with the City Manager who shall, within seven (7) days of the receipt of the appeal, inform each member of the City Council and other such persons named or affected by the appeal or the filing of the appeal. The appeal shall be a written statement, addressed to the City council. At least two weeks prior to the hearing date the appellant will submit statement of defense.

1.6 Notice

Upon the filing of an appeal, the City Manager shall set a date for a hearing on the appeal by mutual agreement not to exceed forty-five (45) days from the date of filing. The City Manager shall notify all named or effected parties of the date, time, and place of hearing at such place as the City Council shall preside.

1.7 Hearing

The appellant shall appear personally unless physically unable to do so, before the City Council at the time and place of the hearing(s). He/she may select and may at the hearing produce on his/her behalf relevant oral or documentary evidence. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the City Council by its Mayor, unless a Hearing Officer has been appointed by the Council with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests open hearing. The appellant has a right to be represented during these proceedings.

1.8 Findings and Recommendation

The City Council shall, after the conclusion of the hearing, certify its findings and recommendations in writing to the appellant at its next regular meeting to the person from whose action the appeal was taken and to the City Manager. The City Manager shall review the findings and recommendations of the City council with the person from whose action the appeal was made with a view toward implementing the recommendations of the City Council. The actions taken by the City Council shall be considered binding on the City.

Any member of the City Council may submit a minority or supplemental finding and recommendation. In case of suspension, discharge or demotion, the appointing authority shall reinstate any employee to his/her former status if finding is made by the City Council that the action taken was unwarranted and/or in error.

1.9 Temporary Leave with Pay

Notwithstanding the provisions of this section, upon the recommendation of appointing authority, the City Manager may approve the temporary assignment of an employee to a status of leave with pay pending an investigation(s) or hearing(s) as may be required to determine if disciplinary action is to be taken. Throughout the above procedure, the employee may be represented.

Section 2.0 Grievance Procedure

Matters subject to grievance procedure:

A grievance shall be a claim, filed by an employee on his/her own behalf, or by the Association on the employee's behalf, contending that the City has violated or misapplied its obligation expressed and/or written in this agreement. A grievance at the informal stage (supervisor) must be brought forward to the supervisor within fourteen (14) days of the grievable action or event.

The following matters are specifically excluded from consideration under the grievance and appeal procedure:

- A. Determination of contents of job classification.
- B. Determination of the procedures and standards for employment.
- C. Items subject to the meet and confer process.
- D. Matters subject to disciplinary proceedings
- E. The procedures set for therein shall not apply in matters where other methods of dispute resolution have specifically been provided for in State or Federal Law,

such as, but not limited to, appeal of Workers' Compensation claims; unemployment insurance claims; or claims of employment discrimination based upon race, religious creed, sex, color, physical disability, age, medical condition, national origin, political affiliation or marital status for which a remedy is provided by the California Fair Employment and Practices Act or Title VII.

F. Probationary employees rejected during probation shall have no right to appeal or grieve under this MOU.

G. Items filed more than fourteen (14) calendar days following the event giving rise to the grievance or first knowledge of the grievance.

2.1 Informal Grievance Procedure

Every effort shall be made to resolve a grievance through discussion between the grievant and the immediate supervisor. If, after such discussion, the grievant believes that the grievance has not been satisfactorily resolved, he or she shall have the right to discuss the matter with the department head.

2.2 Formal Grievance Procedure

If the grievant is not in agreement with the decision rendered in the informal grievance procedure, he or she shall have the right to present a formal grievance, in writing, to the department head. If such formal grievance has not been submitted within ten (10) regular work days from the date of receiving the informal decision, the informal decision shall be considered as final.

When discussing the formal grievance with the department head, the grievant shall have the right to appear with a representative who may also participate in the discussion.

The department head receiving the grievance shall review it, render a decision and comments in writing and return them to the grievant within ten (10) regular work days after receiving the formal grievance. If the grievant does not agree with the decision reached, the grievant may appeal in writing to the City Council within ten (10) regular work days. Failure of the employee to take further action within ten (10) regular work days after receipt of the decision of the department head will constitute withdrawal of the grievance.

2.3 Appeal to City Manager

Upon receipt of an appeal the City Manager or designated representative shall discuss the grievance with the employee, the representative, if any, and other appropriate persons. The City Manager may designate a fact-finding committee, an individual not

in the normal line of the employee's supervision, or the City Attorney to render advice concerning the appeal. Within fifteen (15) regular working days, the City Manager shall render a formal decision in writing to the employee.

2.4 Appeal to City Council

If the grievant does not agree with the decision reached, the grievant may appeal in writing to the City Council within ten (10) regular workdays. Upon receipt of an appeal, the City Council shall conduct a hearing on the grievance with the grievant, the representative, if any, and other appropriate persons. The City Council shall designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render written advice concerning the appeal. By the next regular Council meeting, the Council shall render a formal decision in writing to the grievant. The decision of the City Council shall be considered final and binding on the City.

Section 3.0 Extension of Time Limitations

Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the employee and the City Manager and/or department head and/or supervisor.

3.1 General Provisions

The employee and the representative shall be entitled to use a reasonable amount of work time as determined by the department head on conferring about or presenting the appeal.

Failure of an employee to file an appeal within the specified time for any but the first step of the procedure shall constitute an abandonment of the grievance. If the department head fails to render a decision within the specified time limits, then the grievance automatically goes to the next level in the procedure.

Consideration of a grievance shall be conducted on as informal basis as feasible and shall not require legal procedures. Consideration of the substance rather than the form of the grievance and reaching an appropriate solution on the actual facts are the objectives.

ARTICLE IV: TERM

Section 1.0 Term of Agreement

The term of this agreement shall be for a period of three years commencing July 1, 2022 and terminating on June 30, 2025.

Section 2.0 Agreement Renewal

All employee rights, benefits, privileges and other terms and conditions of employment in effect through the duration of the previous MOU and not expressly contradicted by this MOU are hereby incorporated in this MOU.

In March of 2025 the City and Association agree to open negotiations covering the contents of the agreement to become effective July 1, 2025.

In the absence of an executed agreement for the period commencing July 1, 2025, the provisions of this agreement shall remain in effect.

ARTICLE V: IMPLEMENTATION**Section 1.0 Severability**

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or judicial authority, all other articles and sections of the Memorandum of Understanding shall remain in full force for the duration of this Memorandum. In the event of invalidation of any article or section the City and Association agree to meet within thirty (30) days for the purpose of renegotiating said article or section.

Section 2.0 Ratification and Implementation

- 2.1 The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those employees voting who are in classifications represented by the Association set forth in this agreement and adopted in the form of a resolution by the City Council.
- 2.2 This agreement constitutes a mutual recommendation by the parties hereto, the City Council, that one or more ordinance and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for the unit employees represented by the Association.
- 2.3 Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative of the City and Association.

Dated: 6/29/2022

CITY OF CLEARLAKE

DocuSigned by:

Alan Flora

D49EC3C32345486...
Alan D. Flora, City Manager

**CLEARLAKE MUNICIPAL
EMPLOYEES ASSOCIATION**

DocuSigned by:

Tina Viramontes

3FA2D709A445466...
Tina Viramontes, President

DocuSigned by:

Carl Carr

471ECB80807E423...
Carl Carr, OE3 Representative

EXHIBIT A

ACCOUNT CLERK I/II

ASSISTANT PLANNER

ASSOCIATE PLANNER

CODE ENFORCEMENT TECHNICIAN

DISPATCHER AIDE

ENGINEERING TECHNICIAN

DEPUTY CITY CLERK/HUMAN RESOURCES TECHNICIAN

RECREATION & EVENT COORDINATOR

FACILITIES MAINTENANCE WORKER I

FACILITIES MAINTENANCE WORKER II

GRANTS TECHNICIAN

KENNEL TECHNICIAN

LEAD MAINTENANCE WORKER

MAINTENANCE WORKER I

MAINTENANCE WORKER II

MAINTENANCE WORKER III

OFFICE ASSISTANT

OFFICE WORKER

SECRETARY/PERMIT TECHNICIAN

SENIOR ACCOUNT CLERK

SENIOR BUILDING INSPECTOR

SENIOR MAINTENANCE WORKER



City of Clearlake

14050 Olympic Drive, Clearlake, California 95422
 (707) 994-8201 Fax (707) 995-2653
www.clearlake.ca.us

October 5, 2023

President
 Clearlake Municipal Employees Association (CMEA)
 14050 Olympic Drive
 Clearlake, CA 95422

Amendment No. 3 to the Memorandum of Understanding (MOU) Between the City of Clearlake and the Clearlake Municipal Employees Association Effective July 1, 2022 through June 30, 2025

The City and the CMEA have agreed to the proposed changes to **Section 22.0** as stated below.

Section 22.0 Special Duty Assignment

Employees of the Public Works Department shall receive a five percent (5%) premium pay while assigned and performing in a lead position.

~~Those employees in the classification of Senior Maintenance Worker with Class A driver's licenses shall receive a twenty five dollar (\$25) premium pay per pay period on the employee's regular pay day, for obtaining and maintaining their Class A Commercial driver's license. This premium pay shall not be included in the employee's pay rate when computing annual vacation pay outs. When an employee is receiving the premium pay, he/she can be directed to perform Class A driver's license duties. Employee is not eligible for the premium pay if he/she is on unpaid leave from City employment.~~

Those employees in the classifications of Senior Maintenance Worker with Class A driver's licenses shall have the cost of the Medical Examinations that are required to maintain their Class A Commercial driver's license reimbursed by the City upon presenting a voucher from the examining physician in an amount up to \$200. Reimbursements shall not exceed one per renewal period.

Those employees in the classifications of Senior Maintenance Worker with Class A driver's licenses shall have the cost of the driver license renewal and Department of Motor Vehicle examination fees, above and beyond those fees required for non-commercial Class C licenses, required to maintain their Class A Commercial driver's license reimbursed by the City upon successfully completing the required examination and being issued the renewal license, which will then be presented to Administrative Services as proof of maintaining the Class A driver's license. Proof of issuance and renewal of the Class A Commercial driver's license shall be the employee's responsibility and premium pay will not be applied retroactively. Eligibility for City-paid Class A Commercial driver's license courses and premium pay,

including reimbursements, shall be based on the needs of the department and at the discretion of the department head.

Senior Maintenance Workers with a Class A Driver’s license agree to adhere to the Department of Transportation Policy and Procedures Manual for FMCSA Safety Sensitive Drivers hereby adopted by reference. Senior Maintenance Workers provide consent for the City to conduct limited queries from the FMCSA Commercial Driver’s License Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about the employee exists in the Clearinghouse per federal regulations.

City of Clearlake

 Alan Flora
 City Manager/Employee Relations Officer

Clearlake Municipal Employees Association (CMEA)

 Carl Carr
 Unit Representative/Operating Engineers

 Tina Viramontes
 CMEA President



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Award of Contract for the Senior Center Kitchen Remodel Project

MEETING DATE: October 5, 2023

SUBMITTED BY: Adeline Leyba, Public Works Director

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve a contract for the Senior Center Kitchen Remodel Project and authorize the City Manager to approve up to 10% for additional unforeseen contract amendments.

BACKGROUND/DISCUSSION:

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The city was awarded funding to complete the rehabilitation of the Senior Community Center kitchen with new equipment and touchless faucets and fixtures as well as the replacement of the flooring to meet COVID cleanliness standards. Staff solicited bids for this project and the following bid was received:

Pro-Ex Construction: \$593,880.00

OPTIONS:

1. Move to approve the contract with Pro-Ex Construction in the amount of \$593,880.00.
2. Other direction

FISCAL IMPACT:

☐ None ☒ 593,880.00 Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☒ Other: CDBG Program Income and CV 1 and 2 Funds

Comments:

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☒ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities

- ☒ Goal #4: Improve the Image of Clearlake
- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to approve the contract with Pro-Ex Construction in the amount of \$593,880.00 and authorize the City Manager to approve up to 10% for additional unforeseen contract amendments.

☐ **Attachments:**



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Authorization of Road Closure – Robert Viramontes Memorial Soap Box Derby Resolution No. 2023-41

MEETING DATE:
October 5, 2023

SUBMITTED BY: Tina Viramontes – Recreation and Events Coordinator

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to Consider Resolution No 2023-41, A Resolution of the City of Clearlake, approving a temporary street closure for the Robert Viramontes Memorial Soap Box Derby Race to be held on October 14, 2023.

BACKGROUND/DISCUSSION:

The Robert Viramontes Memorial Soap Box Derby event is a City of Clearlake-sponsored event. The event will be held on Saturday October 14, 2023. It is proposed that the roads be closed as follows:

- a) Dam Rd. Ext. at the College Access Road from 6:30am – 5:00pm on the day of the event.
- b) Dam Rd. Ext. at 18th Avenue from 6:30am – 5:00pm.

The Soap Box Derby will be a fun event for the entire family. It will have three (3) different age divisions and an Art Division. There will be a vendor area as well at the event.

The application and permitting process includes provisions for the City to assume the responsibility for placement and removal of physical barricades as per California Vehicle Code Section 21103.

OPTIONS:

1. Adopt Resolution 2023-41 for the temporary road closure on October 14, 2023
2. Other Direction

FISCAL IMPACT:

☒ None ☐ \$ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments:

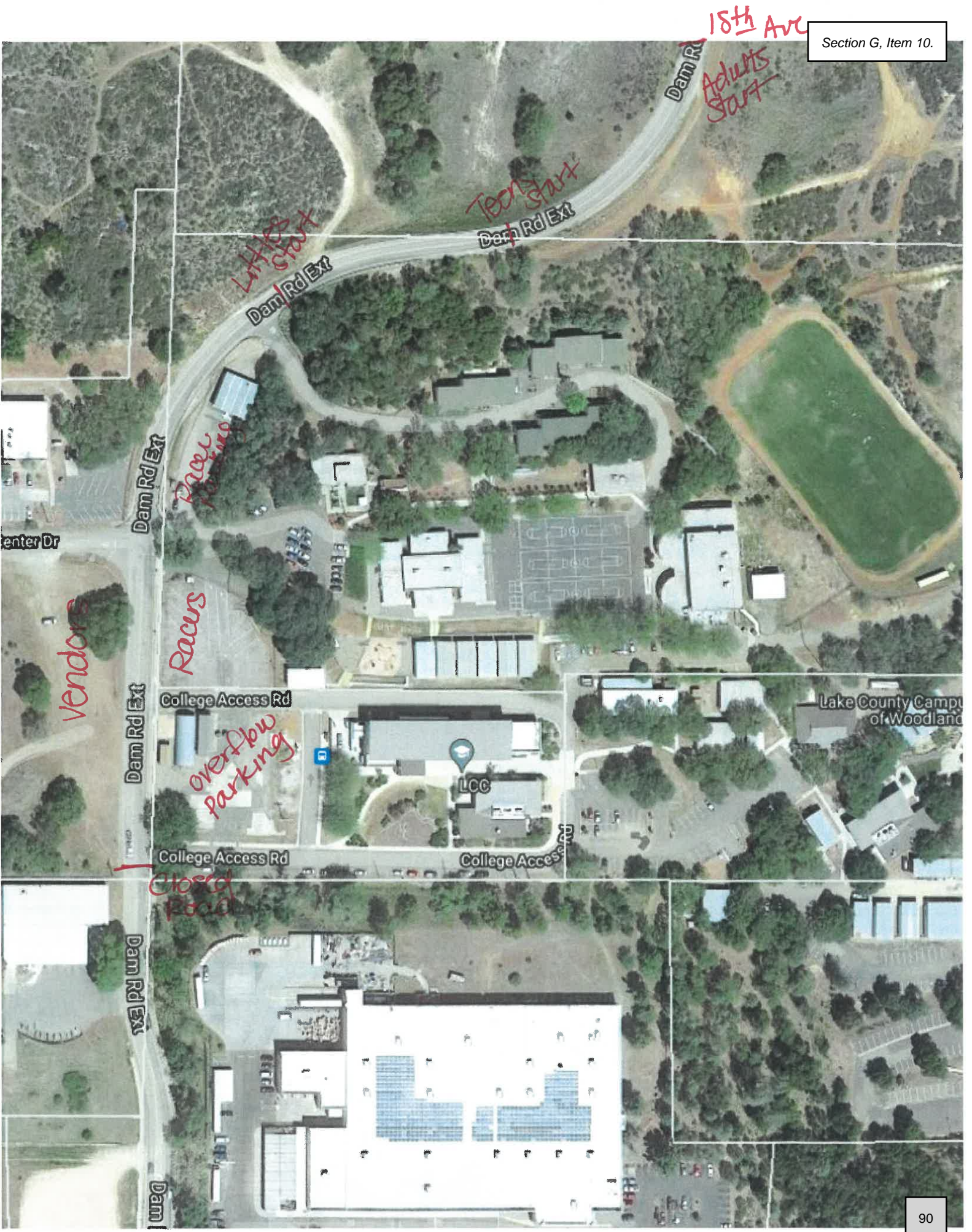
STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☐ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to approve Resolution No. 2023-41 for the 2023 Soap Box Derby.

- ☒ **Attachments:** 1) Event Map
 2)Resolution 2023-41



RESOLUTION NO. 2023-41
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
AUTHORIZING TEMPORARY CLOSURE OF DAM ROAD EXT. AT 18TH AVE. AND
DAM ROAD EXT. AT COLLEGE ACCESS ROAD FOR THE PURPOSE OF THE
ROBERT VIRAMONTES MEMORIAL SOAP BOX DERBY.

WHEREAS, the City of Clearlake has requested permission from the City Council to temporarily close a portion of Dam Road Ext. in the City of Clearlake on October 14,2023, for the purpose of conducting its annual Soap Box Derby Race Event,

WHEREAS, the City Council of the City of Clearlake deems such closure necessary for the safety of persons using that portion of Dam Road Ext. for said activities pursuant to Section 21101 of the Vehicle Code; and

NOW, THEREFORE, the City Council of the City of Clearlake hereby authorizes the temporary street closure of a portion of Dam Road Ext. as follows:

- a) Dam Road Ext. at the College access road from 6:30am-5:00pm
- b) Dam Road Ext. at 18th Avenue from 6:30am- 5:00pm

PASSED AND ADOPTED on October 5, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor, City of Clearlake

ATTEST:

City Clerk, City of Clearlake



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Public Hearing for CDBG Contract 17-CDBG-12019-Code Enforcement

MEETING DATE:
October 5, 2023

SUBMITTED BY: Ryan Peterson, Lieutenant

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to open a public hearing and to consider closeout of the 17-CDBG-12019 grant. The City Council is also being asked to authorize the City Manager to sign the closeout certification, and for staff to submit final reports and the closeout package to California Housing and Community Development, CDBG Division.

BACKGROUND/DISCUSSION:

The City of Clearlake was awarded funding from the Department of Housing and Community Development under the 2017 CDBG Notice of Funding Availability in contract number 17-CDBG-12019. The purpose of the funding was to provide Code Enforcement Services within the city limits of the City of Clearlake. The program was to support the Code Enforcement efforts through payment of salaries, benefits, vehicle and maintenance costs, supplies, postage, legal and other equipment needs.

Per the requirements of the CDBG contract, 17-CDBG-12019, the City of Clearlake is required to hold a public hearing to report the outcomes, beneficiaries, funds expended, and to review program performance for the City of Clearlake Community Development Block Grant Program contract. This agreement with the State of California Department of Housing and Community Development also requires the City to solicit citizen input regarding the outcome and accomplishments of the funding received under this contract.

OPTIONS:

1. Approve closeout report and authorize the City Manager to sign the certification and direct staff to submit required close out documents per the requirements
2. Provide alternative direction to staff

FISCAL IMPACT:

☐ None ☒ \$ 500,000 Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☒ Other: CDBG

Comments:

The grant funding under this contract was \$500,000.00 described as follows:

Activity	Grant Award	Expended
General Administration	\$34,884.00	\$34,884.00
Code Enforcement Activity	\$465,116.00	\$465,116.00
Total	\$500,000.00	\$500,000.00

STRATEGIC PLAN IMPACT:

- ☒ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☐ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

1. Authorize the City Manager to sign the closeout certification, and staff to submit final reports and closeout package to California Housing and Community Development, CDBG Division

- ☒ **Attachments:**
- 1) Completion Report
 - 2) Closeout Package



CDBG Combined Closeout Package

CDBG Award/Contract Number (fill in):	17-CDBG-12019
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Checklist

I/we have completed the following forms. Check all that apply.

- ☒ Closeout Certification
- ☒ Acquired Property Inventory
- ☒ Disencumbrance of Funds Acknowledgement/Request
- ☒ Completion Report Acknowledgement
 - Completion Report uploaded or attached
- ☒ Section 3 Compliance Acknowledgement
- ☐ Section 3 Closeout Report (complete only if applicable)
 - Select and complete correct form based on award date
- ☐ Section 3 Qualitative Efforts (complete only if applicable)
- ☒ Affidavit of Posting Notice
 - Proof of posting also upload/attached (e.g., picture of the website posting with date stamp, newspaper clipping, or a photo of the document posted in a public place noted on affidavit)
- ☐ If this award included a planning activity, I/we have uploaded or attached **ALL** of the following:
 - Final Product(s)
 - Documentation of Public Hearing to accept final product(s) (e.g., copies of announcements, posting, etc.)
 - Board Resolution accepting each/all final product(s)
- ☒ CDBG Combined Closeout Package Signature



CDBG – Closeout Certification

Closeout Certification

I (name of authorized representative), Alan Flora, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award/Contract Number 17-CDBG-12019 have, to the best of my knowledge, been carried out in accordance with the award/contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the award/contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award/contract. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.



CDBG – Acquired Property Inventory

Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG Program Income in the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real and Personal Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to property management and program income. If applicable, state “None” acquired. Include additional copies of the table if required.

Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Change of Use of Real Property for instructions.

Grantee: City of Clearlake	Award/Contract Number: 17-CDBG-12019
Contract/Project Name: City of Clearlake Code Enforcement	

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, invoice receipt. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars or by CDBG Program Income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
NONE								%
								%
								%
								%



CDBG – Acquired Property Inventory

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
								%
								%
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								%



CDBG – Disencumbrance of Funds

Disencumbrance of Funds Acknowledgement/Request

This award/contract has unused CDBG Grant Funds. This excludes Program Income.

☐

Yes

☒

No (If “No”, skip to the Completion Report Acknowledgement form)

Use the table below for Agreements from **Program Year 2017 and prior**.

Program Activity	Activity Code	Awarded Amounts	Amount to Be Disencumbered	Balance
Code Enforcement	15	\$ 500,000.00	0	\$ 500,000.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL		\$ 500,000.00	0	\$ 500,000.00

For **Program Years 2018 and later**, please enter the total amount to be disencumbered: \$_____



CDBG – Completion Report Acknowledgement

Completion Report Acknowledgement

Complete one of the acknowledgments below based on the funding year for the CDBG award/contract you are closing out.

For 2017 and prior projects: I/We have **attached** a copy of the completed Completion Report for this project/program to this Combined Closeout Package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.



Yes



No (Grantee will be unable to close out the project/program until report is provided.)

For 2018 and later projects (including CDBG-CV): I/We have **uploaded** a copy of the completed Completion Report to the Grants Network Portal concurrently with the submittal of this package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.



Yes



No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout in the Grants Network Portal until they can provide a Completion Report.



CDBG – Section 3 Compliance Acknowledgement

Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally \$200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

- ☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)
- ☒ No (If “No”, answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

- ☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30, 2020.)
- ☒ No

If you answer “No” to both questions above, skip to the Affidavit of Posting Notice form.



CDBG – Section 3 Closeout Report (Prior to 11/30/2020)

Section 3 Closeout Report

(For Contracts Funded **Prior to November 30, 2020**)

Grantee Name:
Award/Contract Number:
Project Name:
Project Location (Address):
County or Metropolitan Service Area (MSA) Where Project is Located:
Report Date:

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:	0	0	0



CDBG – Section 3 Closeout Report (Prior to 11/30/2020)

Construction Contracts		
1	Total dollar amount of construction contracts awarded	
2	Dollar amount of construction contracts awarded to Section 3 businesses	
3	Percentage of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	
4	Number of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total dollar amount of non-construction contracts awarded	
2	Dollar amount of non-construction contracts awarded to Section 3 businesses	
3	Percentage of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	
4	Number of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.



CDBG – Section 3 Closeout Report

Section 3 Closeout Report

(For Contracts Funded **On or After** November 30, 2020)

Grantee Name:
Award/Contract Number:
Project Name:
Project Location (Address):
County or Metropolitan Service Area (MSA) Where Project is Located:
Report Date:

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 “safe harbor” benchmarks are:

- Section 3 Workers make up at least 25% of the total project’s hours

AND

- Targeted Section 3 Workers make up at least 5% of the total project’s hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:			
Total Section 3 Labor Hours to Date:			
Targeted Section 3 Labor Hours to Date:			

CDBG- – Section 3 Qualitative Efforts

Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award/Contract Number:

Contractor/Grantee:

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at <https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf>.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- ☐ Direct, on-the-job training including apprenticeships
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts



CDBG- – Section 3 Qualitative Efforts

- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- ☐ Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- ☐ Held one or more job fairs
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- ☐ Assisted residents with finding childcare
- ☐ Assisted residents to apply for or attend community college or a four-year educational institution
- ☐ Assisted residents to apply for or attend vocational/technical training
- ☐ Assisted residents to obtain financial literacy training and/or coaching
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- ☐ Provided or connected residents with training on computer use or online technologies
- ☐ Other (Please describe below.)



CDBG – Affidavit of Posting Notice

Affidavit of Posting Notice

I, (Name of Official Designated in Resolution) Ryan B. Peterson, hereby certify that on the 23rd day of September (month), 2023 (year), I did post the notice of public hearing concerning discussion of closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program at the following ⁵ (number) locations listed below, which are available to the public. These postings will be available from 09/23/2023 (date) to 10/05/2023 (date).

Location 1:	City Hall, 14050 Olympic Drive, Clearlake, CA, 95422
Location 2:	City Hall (Satelite Office) 15880 Dam Road, Clearlake, CA, 95422
Location 3:	City of Clearlake website (https://clearlake.ca.us)
Location 4:	City of Clearlake Facebook page (https://facebook.com/CityofClearlake)
Location 5:	Record Bee (local news paper)

I, (name) Melissa Swanson, Clerk of Clearlake (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct.

Dated at _____ (location), California, this _____ (date) day of _____ (month), 20____.

Signature of Clerk

(This may not be the same person as the official designated in the Resolution who is certifying the posting)

Director/City Clerk

Title



CDBG – Combined Closeout Package Signature

CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Date:	Typed Name and Title of Official Authorized in the Resolution:	Signature of Official Authorized in the Resolution
	<p>Name: Alan Flora</p> <p>Title City Manager</p>	

Completion Report

Instructions: The Completion Report must be submitted as part of the CDBG Combined Closeout Package.

Select the appropriate National Objective and Matrix Code from the dropdown menus below. Once selected, click the checkbox identified in the instructions in red text. Enter data in the relevant fields in the Activity Accomplishments Tab of the spreadsheet. This data should be an aggregate of all accomplishments realized through the activity. This data may be gathered from the activity's Annual Performance Report (APR) Form.

If the activity resulted in relocation or displacement, complete the Relocation and Displacement tab of the spreadsheet.

Activity Title:	City of Clearlake Code Enforcement		
Program Year:	2018-2019	Funding Source:	CDBG
Award/Contract #:	17-CDBG-12019	Completion Date:	7/31/2023

Grantee Information

Grantee Name:	City of Clearlake		
Grantee Address:	14050 Olympic Drive		
	(Number and Street)		
	Clearlake	Ca	95422
	(City)	(State)	(Zip)

Activity Information

National Objective:	LMA - Low/mod area benefit		
Matrix Code:	15 - Code Enforcement		

<input type="checkbox"/> MA 1	<input type="checkbox"/> MC 1	<input type="checkbox"/> MH 1	<input type="checkbox"/> MJ 1	<input type="checkbox"/> \$B_URG 1	<input type="checkbox"/> Matrix Code 5
<input type="checkbox"/> MA 2	<input type="checkbox"/> MC 2	<input type="checkbox"/> MH 2	<input type="checkbox"/> MJ 2	<input type="checkbox"/> \$B_URG 2	<input checked="" type="checkbox"/> Matrix Code 15
	<input type="checkbox"/> MC 3	<input type="checkbox"/> MH 3	<input type="checkbox"/> MJ 3	<input type="checkbox"/> \$B_URG 3	
<input type="checkbox"/> MA 4	<input type="checkbox"/> MC 4	<input type="checkbox"/> MH 4	<input type="checkbox"/> MJ 4	<input type="checkbox"/> \$B_URG 4	
<input type="checkbox"/> MA 5	<input type="checkbox"/> MC 5	<input type="checkbox"/> MH 5		<input type="checkbox"/> \$B_URG 5	
<input type="checkbox"/> MA 6	<input type="checkbox"/> MC 6	<input type="checkbox"/> MH 6		<input type="checkbox"/> \$B_URG 6	
<input type="checkbox"/> MA 7	<input type="checkbox"/> MC 7	<input type="checkbox"/> MH 7		<input type="checkbox"/> \$B_URG 7	
	<input type="checkbox"/> MC 8	<input type="checkbox"/> MH 8		<input type="checkbox"/> \$B_URG 8	
	<input type="checkbox"/> MC 9	<input type="checkbox"/> MH 9		<input type="checkbox"/> \$B_URG 9	
	<input type="checkbox"/> MC 10	<input type="checkbox"/> MH 10		<input type="checkbox"/> \$B_URG 10	
	<input type="checkbox"/> MC 11	<input type="checkbox"/> MH 11		<input type="checkbox"/> \$B_URG 11	
	<input type="checkbox"/> MC 12				

Name:	Beth Dodd	Title:	Analyst
Date:	7/10/2023		

Accomplishment Narrative

The City of Clearlake performed code enforcement activities in the following areas of the City: Census Tract 7.02

Accomplishment Information

Performance Measurement Type(s):

People:	7730	Organizations:	0
Businesses:	0	Housing Units:	159
		Housing units receiving violations:	159
		Housing units where code violations have been corrected using CDBG Funds:	0
		Housing units where code violations have been corrected by the owner:	108
		Housing units where code violations have been corrected using other funds:	12

Describe specific public and private improvements or services in the code enforcement area:
The program did not have any need for public or private improvements.

IDIS Activity IDs where code corrections are being tracked

Relocation and Displacement

One-for-One Replacement

Unit Type	Address	Number of Bedrooms						Agreement Executed (mm/dd/yy)	Available (mm/dd/yy)
		0/1	2	3	4	5+	Total		
Demolished/ Converted									
Replacement									

Description:

CDBG Displacement

City*OR Census Tract*

Race	Displaced		Remained In		Relocated To	
	Total	Hispanic/Latino	Total	Hispanic/Latino	Total	Hispanic/Latino
White						
Black/African American						
Asian						
American Indian/ Alaskan Native						
Native Hawaiian/ Other Pacific Islander						
American Indian/ Alaskan Native & White						
Asian & White						
Black/ African American & White						
American Indian/ Alaskan Native & Black/ African American						
Other/ Multi-Racial						

**If multiple Census Tracts or Cities, duplicate this tab and complete table for each City/ Census Tract in which displacement occurred.*



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Authorization of Additional Expenditures Under Existing Professional Services Contract with Downey Brand for Legal Services from \$250,000 to \$500,000	MEETING DATE: Oct. 6, 2023
SUBMITTED BY: Alan Flora, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Approve contract for legal services for representation.

BACKGROUND/DISCUSSION:

In 2023 the City Manager executed a contract with Downey Brand to provide legal services, primarily related to the recent onslaught by the Koi Nation to challenge all economic development projects in the City of Clearlake. On March 3, 2023 the Koi filed a lawsuit against the City, challenging the CEQA determination for the 18th Avenue Road Improvement Project. In July the Koi Nation filed a second lawsuit against the City, this time regarding the Burns Valley Sports Complex and Recreation Center Project. The 18th Avenue project is scheduled for trial on October 20th, with no trial date set yet for the Burns Valley lawsuit.

In March the Council authorized \$250,000 to be spent in defense of these projects, some additional funds will be required. Staff are requesting an additional \$250,000 be authorized, for a total of \$500,000. While the City continues to believe these lawsuits and the tribe's actions to be an overreach and frivolous, significant taxpayer funds will nonetheless be required to defend these projects.

FISCAL IMPACT

Staff request approval of an additional \$250,000 for contract legal services.

OPTIONS:

1. Authorize an additional \$250,000 in expenditures under the Downey Brand contract for a new total of \$500,000
2. Other direction

FISCAL IMPACT:

☐ None ☒ \$250,000 Budgeted Item? ☐ Yes ☒ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☒ Other: 240 Capital Funds

Section I, Item 12.

Comments: Legal fees are being paid from City funds allocated to each project.

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☒ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☒ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☒ Goal #7: Support Economic Development

☐ **Attachments:**



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Approval of Agreement of Purchase and Sale Between City and Jerry Lambert and Alexis Silimon for the Sale of City-Owned Property 15903 36th Ave, Clearlake, CA 95422 (APN 041-144-010-000)

MEETING DATE: October 5, 2023

SUBMITTED BY: Crystal Melanson, Management Analyst

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve the Agreement of Purchase and Sale between the City and Homestead Program participants Jerry Lambert and Alexis Silimon for the Sale of City-Owned Property 15903 36th Ave, Clearlake, CA 95422 (APN 041-144-010-000).

BACKGROUND/DISCUSSION:

In March of 2023, Jerry Lambert and Alexis Silimon were approved for the City's Homestead Program by the Housing Committee. The Homestead Program offers participants a city-owned lot at no cost or \$10,000 toward the purchase of a privately owned lot. Jerry and Alexis chose city-owned lot, 15903 36th, APN 041-144-010-000, to construct their new home on. First American Title Company requires a signed Agreement of Purchase and Sale between the two parties in order to proceed with the Deed Transfer.

FISCAL IMPACT:

☒ None ☐ Amount Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments:

STRATEGIC PLAN IMPACT:

☒ Goal #1: Make Clearlake a Visibly Cleaner City

☐ Goal #2: Make Clearlake a Statistically Safer City

☐ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities

☒ Goal #4: Improve the Image of Clearlake

- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

cmelanson

- ☒ **Attachments:**
- 1) Agreement of Purchase and Sale between City and Jerry Lambert and Alexis Silimon.



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Discussion and Possible Action Related to the Proposed Request for a Rate Increase by Golden State Water Company (Application 223-08-010)	MEETING DATE: Oct. 5, 2023
SUBMITTED BY: Alan Flora, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Discussing and possible direction related to the proposed Rate Case of Golden State Water Company.

BACKGROUND/DISCUSSION:

The City of Clearlake is fairly unique in that it does not provide any utility services within our jurisdictional boundary. Sewer service is provided by Lake County Special Districts. There are technically five water districts within the City, although since the Cache Fire in 2021, really only three are providing service and Konocti County Water District is in the process of annexing territory that would result in only three remaining districts. The water districts are Konocti County Water District, Highlands Mutual Water Company, and Golden State Water Company. Golden State is a privately owned company that serves approximately 2,163 customers in Clearlake, which is regulated by the California Public Utilities Commission (CPUC). In addition to the Clearlake customers, Golden State also provides water service within more than 80 communities in California with approximately 261,000 customers. Golden State is a subsidiary of American States Water Company that serves over one million people in nine states. A map provided by the California State Water Board of the districts within Clearlake can be accessed [here](#).

For utilities regulated by the California Public Utilities Commission they must file a Rate Case every three years if they wish to raise rates on customers. On August 14, 2023, Golden State filed a proceeding with the CPUC requesting authorization to increase rates for water service throughout its area. Rates would be increased overall by 22.95% (or \$87,060,700) in 2025, 4.42% (or 20,699,200) in 2026 and 4.57% (or 22,408,200) in 2027. Within the Clearlake area two options are proposed. The first is for a consolidation of the Arden Cordova and Clearlake districts for ratemaking purposes. Under this scenario, the Clearlake rates would be frozen for a transition period and then a single combined set of rates would be established. If this request is not approved by the CPUC, the rates in Clearlake would be increased by a total of 40.72% over the three year period, or 22.66% (or \$649,800) in 2025, 8.91% (or \$316,800) in 2026 and 9.17% (or \$357,000) in 2027. Each amount is an increase over the prior year's rate, which would result in over a 40% increase from today's rates. The full request and updates on the process can be viewed [here](#). The request follows a +30% increase authorized in 2020.

The City can provide public comment, and/or become a party to the proceeding. This would include filing a motion to become a party to the proceeding.

Customers interested in more information about this proposal should contact the Public Advocate's California Public Utilities Commission at 1-415-703-1584 or publicadvocatesoffice@cpuc.ca.gov. The Public Advocates Office has already filed a protest to the request, which can be found [here](#).

Public Comment can be submitted online at this [link](#).

FISCAL IMPACT

Provide Direction to Staff.

OPTIONS:

1. Direction to staff to submit public comment regarding the rate increase, and/or
2. Direction to staff to file a motion to become a party to the proceeding.
3. Other direction

FISCAL IMPACT:

☒ None ☐ \$ Budgeted Item? ☐ Yes ☒ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other: Funds

Comments:

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☒ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☒ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☒ Goal #7: Support Economic Development

☒ Attachments:

1. Golden State Water Rate Case Application 2023

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA**

In the matter of the Application of the GOLDEN STATE WATER COMPANY (U 133 W) for an order (1) authorizing it to increase rates for water service by \$87,060,700 or 22.95% in 2025; (2) authorizing it to increase rates by \$20,699,200 or 4.42% in 2026, and increase rates by \$22,408,200 or 4.57% in 2027 in accordance with the Rate Case Plan; and (3) adopting other related rulings and relief necessary to implement the Commission's ratemaking policies

Application No.

**APPLICATION OF GOLDEN STATE WATER COMPANY
FOR AN ORDER AUTHORIZING A CHANGE IN RATES
IN ITS REGION 1, REGION 2 AND REGION 3
CUSTOMER SERVICE AREAS**

GOLDEN STATE WATER COMPANY
Jon Pierotti
630 East Foothill Boulevard
San Dimas, CA 91773-9016
(909) 394-3600, Ext. 680

Joseph M. Karp
Sheppard Mullin Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111-4109
Telephone: 415-774-3118
Email: jkarp@sheppardmullin.com
Attorney for Golden State Water Company

August 14, 2023

**PROPOSED APPLICATION OF GOLDEN STATE WATER COMPANY
FOR AN ORDER AUTHORIZING A CHANGE IN RATES
IN ITS REGION 1, REGION 2 AND REGION 3
CUSTOMER SERVICE AREAS**

SECTION I AUTHORITY FOR FILING	1
SECTION II STATEMENT OF RELIEF SOUGHT.....	2
1. General Relief.....	2
2. General Rate Case Application Requirements	3
A. Northern Consolidated Service Area.....	3
B. Arden Cordova Customer Service Area	6
C. Bay Point Customer Service Area.....	8
D. Clearlake Customer Service Area.....	10
E. Los Osos Customer Service Area	12
F. Santa Maria Customer Service Area	14
G. Simi Valley Customer Service Area	16
H. Region 2.....	18
I. Region 3	20
J. General Office.....	22
3. Special Requests.....	23
1. Balancing and Memorandum Accounts	23
2. Water Conservation Advancement Plan	24
3. Sales Reconciliation Mechanism	24
4. Finding on Water Quality	25
5. Consolidation of Arden Cordova and Clearlake for Ratemaking Purposes	25
6. Customer Assistance Program and Credit/Debit Card Bill Payment Expense Recovery	25
7. Special Fees.....	26

8. Modification to PFAS Memorandum Account	26
9. Supply Mix Adjustment Mechanism	26
4. Issues of Controversy	27
5. Proposed Notices	28
6. Testimony Requirements A through L	28
7. Additional Information	29
SECTION III 2023 FILING COMPLIANCE.....	31
SECTION IV FORMAL MATTERS AND PROCEDURAL REQUIREMENTS.....	32
SECTION V CAUSE OF APPLICATION	34
SECTION VI REPORTS AND HEARINGS	35
SECTION VII PRAYER.....	36

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA**

In the matter of the Application of the GOLDEN STATE WATER COMPANY (U 133 W) for an order (1) authorizing it to increase rates for water service by \$87,060,700 or 22.95% in 2025; (2) authorizing it to increase rates by \$20,699,200 or 4.42% in 2026, and increase rates by \$22,408,200 or 4.57% in 2027 in accordance with the Rate Case Plan; and (3) adopting other related rulings and relief necessary to implement the Commission's ratemaking policies

Application No.

**APPLICATION OF GOLDEN STATE WATER COMPANY
FOR AN ORDER AUTHORIZING A CHANGE IN RATES
IN ITS REGION 1, REGION 2 AND REGION 3
CUSTOMER SERVICE AREAS**

**SECTION I
AUTHORITY FOR FILING**

Pursuant to Rule 3.2 of the California Public Utilities Commission’s (Commission’s) Rules of Practice and Procedure (Rules) and Sections 454 et. Seq. of the California Public Utilities (PU) Code, and in compliance with Ordering Paragraph 4 of D.07-05-062 and its Appendix (the Rate Case Plan or RCP), Golden State Water Company (Golden State or Applicant) respectfully submits this Application for a general rate increase in its eight ratemaking areas.

SECTION II STATEMENT OF RELIEF SOUGHT

By this Application, Golden State requests authority from the Commission to change rates for water service in all of its eight ratemaking areas – Arden Cordova, Bay Point, Clearlake, Los Osos, Santa Maria and Simi Valley Customer Service Areas (CSAs) (collectively referred to as Region 1), Region 2 and Region 3. The rate changes will allow Golden State to invest in crucial plant, property and other equipment needed to provide safe and reliable service to its customers. This Application is filed in accordance with Decision (D.) 07-05-062.

1. General Relief

The table below shows the annual changes in revenue requirement requested by Golden State. The revenue requirement changes for 2025 are based on comparisons to estimated 2025 revenues at current rates. The increases for 2026 & 2027 represent the increase over the prior year at proposed rates (\$ in thousands):

Ratemaking Area	Increase 2025		Increase 2026		Increase 2027	
Northern Consolidated	4,199.1	21.39%	1,683.6	6.95%	1,834.2	6.97%
<i>Arden Cordova</i>	<i>3,545.0</i>	<i>21.13%</i>	<i>1,375.3</i>	<i>6.66%</i>	<i>1,487.7</i>	<i>6.64%</i>
Bay Point	590.0	8.10%	329.2	4.17%	360.3	4.38%
<i>Clearlake</i>	<i>649.8</i>	<i>22.64%</i>	<i>316.8</i>	<i>8.91%</i>	<i>357.0</i>	<i>9.17%</i>
Los Osos	1,096.4	23.29%	325.0	5.60%	346.2	5.65%
Santa Maria	5,092.9	32.05%	1,338.4	6.33%	1,438.8	6.36%
Simi Valley	2,529.7	16.35%	804.0	4.44%	905.6	4.77%
Region 2	34,634.9	21.28%	8,351.2	4.22%	8,962.5	4.34%
Region 3	38,917.6	25.33%	7,867.9	4.07%	8,560.5	4.25%
Total ¹	87,060.7	22.95%	20,699.2	4.42%	22,408.2	4.57%

¹ Total does not include Arden Cordova and Clearlake data on a stand-alone basis.

2. General Rate Case Application Requirements

A. Northern Consolidated CSAs (Arden Cordova and Clearlake)

Special Request #5, addressed below, requests the consolidation of the Arden Cordova and Clearlake areas for ratemaking purposes. Golden State presents the Summary of Requested Revenue Requirement and Rate Base Changes and the Primary Cost Increases on a consolidated basis, followed by the required information for the two areas on a stand-alone basis.

i. Summary of Requested Revenue Requirement and Rate Base Changes

Below is a table comparing the proposed revenue requirement for the 2025 test year for the Northern Consolidated Customer Service Areas with the adopted revenue requirements for the current 2023 escalation year and recorded data for the twelve (12) month period ending December 2022.

Northern Consolidated Comparison of Proposed Increase			
	Proposed Test Year 2025	2023 Escalation Year ²	12-Month Period Ending 12/31/22
Total Revenue Requirement \$	\$23,838,746	\$20,099,608	\$16,916,509
Rate Base \$	\$84,407,660	\$66,555,521	\$61,759,661
Rate Base Difference		\$17,852,139	\$22,647,999
Rate Base % Increase		26.82%	36.67%
Operating Expenses \$	\$17,484,368	\$15,629,234	\$14,315,265
Operating Expense \$ Difference		\$1,855,134	\$3,169,103
Operating Expenses % Difference		11.87%	22.14%
Rate of Return	7.53%	7.53%	4.21%

² Advice Letter 1906-W.

ii. Primary Cost Increases – Special Request #5, discussed in Section II.3 below, requests rate consolidation of the Arden Cordova and Clearlake Customer Service Areas. If Golden State’s request is approved, \$649,000 of the proposed increase in cost of service in 2025 for the Clearlake CSA would be recovered in rates in Arden Cordova. This reallocation of the increased cost of service in Clearlake is not included as an individual item in the itemization of significant cost increases described in this section. However, the portion of the cost increases described below, as they relate to Clearlake, are also part of the reallocation of costs to Arden Cordova rates. The following are the five most significant cost increases for the Northern Consolidated Customer Service Areas.

a. Return on Rate Base – The forecasted rate base for 2025 is \$17,852,139 higher than the adopted rate base for 2023. The increase in rate base requires an increase in net operating revenues of \$1,884,002, based on the currently authorized rate of return of 7.53%. This change in rate base is due to the capital additions in the Arden Cordova and Clearlake Customer Service Areas that are addressed in the Operating District Capital Additions and Construction Work in Progress Testimonies.

b. Allocated General Office and District Office – The 2025 forecasted General Office and District Office expense is \$1,288,930 higher than the adopted 2023 level. The increase is a result of higher forecasted General Office expenses; see Section J below for the five most significant increases in the General Office. See the prepared testimony of Marcus Gomez for a more detailed discussion of the General Office expenses.

c. Depreciation – The 2025 forecasted Depreciation expense is \$563,138 higher than the adopted 2023 level. The increase in depreciation is a result of anticipated

additions to plant. See prepared testimony of Brad Powell for a more detailed discussion on Depreciation expense.

d. **Federal Income Tax** – The increase in federal income taxes of \$431,289 is primarily a result of Golden State forecasting net operating revenues that are higher than the amount previously adopted. This increase in net operating revenues is primarily a result of anticipated additions to utility plant. A discussion of the income tax calculation is included in the prepared testimony of Wayne McDonald.

e. **Purchased Power** – The 2025 forecasted Purchased Power expense is \$221,706 higher than the adopted 2023 level. The increase is the result of increased electric rates for the power used to pump water. See prepared testimony of Hilda Wahhab for a more detailed discussion of the purchased power expense.

B. Arden Cordova Customer Service Area

i. Summary of Requested Revenue Requirement and Rate Base Changes

Below is a table comparing the proposed revenue requirement for the 2025 test year for the Arden Cordova Customer Service Area with the adopted revenue requirement for the current 2023 escalation year, and the recorded data for the twelve (12) month period ending December 2022, each on a stand-alone basis.

Arden Cordova Comparison of Proposed Increase			
	Proposed Test Year 2025	2023 Escalation Year ³	12-Month Period Ending 12/31/22
Total Revenue Requirement \$	\$20,318,851	\$17,305,867	\$14,451,337
Rate Base \$	\$70,929,616	\$55,875,929	\$51,273,177
Rate Base Difference		\$15,053,687	\$19,656,439
Rate Base % Increase		26.94%	38.34%
Operating Expenses \$	\$14,979,127	\$13,636,581	\$12,314,327
Operating Expense \$ Difference		\$1,342,546	\$2,664,800
Operating Expenses % Difference		9.85%	21.64%
Rate of Return	7.53%	7.53%	4.17%

ii. Primary Cost Increases – The following are the five most significant cost increases for the Arden Cordova Customer Service Area.

a. Return on Rate Base – The forecasted rate base for 2025 is \$15,053,687 higher than the adopted rate base for 2023. The increase in rate base requires an increase in net operating revenues of \$1,670,450 based on the currently authorized rate of return of 7.53%. This increase in rate base is due to the proposed capital additions in

³ Advice Letter 1906-W.

the Arden Cordova Customer Service Area that are addressed in the Operating District Capital Additions and the Construction Work in Progress Testimonies.

b. **Allocated General Office and District Office** – The 2025 forecasted General Office and District Office expense is \$1,205,330 higher than the adopted 2023 level. The increase is a result of higher forecasted General Office expenses; see Section J below for the five most significant increases in the General Office. See the prepared testimony of Marcus Gomez for a more detailed discussion of the General Office expenses.

c. **Depreciation** – The 2025 forecasted Depreciation expense is \$467,080 higher than the adopted 2023 level. The increase in depreciation is a combination of anticipated additions to plant and a slight increase in the deprecation accrual rate. See prepared testimony of Brad Powell for a more detailed discussion on Depreciation expense.

d. **Federal Income Tax** – The increase in federal income taxes of \$390,055 is primarily a result of Golden State forecasting net operating revenues that are higher than the amount previously adopted. This increase in net operating revenues is primarily a result of anticipated additions to utility plant. A discussion of the income tax calculation is included in the prepared testimony of Wayne McDonald.

e. **Pension and Benefits** – The 2025 forecasted Pension and Benefits expense is \$162,513 higher than the adopted 2023 level. The increase over the adopted level is primarily a result of an increase in forecasted pension costs. See the prepared testimony of Gladys Farrow for more detail regarding the forecasted Pension cost.

C. Bay Point Customer Service Area

i. Summary of Requested Revenue Requirement and Rate Base Changes

Below is a table comparing the proposed revenue requirement for the 2025 test year for the Bay Point Customer Service Area with the adopted revenue requirements for the current 2023 escalation year and recorded data for the twelve (12) month period ending December 2022.

Bay Point Comparison of Proposed Increase			
	Proposed Test Year 2025	2023 Escalation Year ⁴	12-Month Period Ending 12/31/22
Total Revenue Requirement \$	\$7,874,207	\$7,085,355	\$6,252,231
Rate Base \$	\$19,755,584	\$18,122,310	\$17,002,092
Rate Base Difference		\$1,633,274	\$2,753,492
Rate Base % Increase		9.01%	16.20%
Operating Expenses \$	\$6,386,967	\$5,720,347	\$5,433,158
Operating Expense \$ Difference		\$666,620	\$953,809
Operating Expenses % Difference		11.65%	17.56%
Rate of Return	7.53%	7.53%	4.82%

ii. **Primary Cost Increases** – The following are the five most significant cost increases for the Bay Point Customer Service Area.

a. **Purchased Water** – The increase in purchased water expense for 2025 of \$346,274 higher than the adopted level for 2023 is a result of higher adopted purveyor rates from Contra Costa Water District. A discussion of the purchased water expense is discussed in the prepared testimony of Zeng Zhu.

⁴ Advice Letter 1906-W

b. **Allocated General Office and District Office** – The 2025 forecasted General Office and District Office expense is \$223,548 higher than the adopted 2023 level. The increase is a result of higher forecasted General Office expenses; see Section J below for the five most significant increases in the General Office. See the prepared testimony of Marcus Gomez for a more detailed discussion of the General Office expenses.

c. **Return on Rate Base** – The forecasted rate base for 2025 is \$1,633,274 higher than the adopted rate base for 2023. The increase in rate base requires an increase in net operating revenues of \$122,232 based on the currently authorized rate of return of 7.53%. This increase in rate base is due to the proposed capital additions in the Bay Point Customer Service Area that are addressed in the Operating District Capital Additions and the Construction Work in Progress Testimonies.

d. **Depreciation** – The 2025 forecasted Depreciation expense is \$80,971 higher than the adopted 2023 level. The increase in depreciation is a result of anticipated additions to plant. See prepared testimony of Brad Powell for information on Depreciation expense.

e. **Other Operations Expense** – The increase in Other Operations expense of \$49,728 over the 2023 adopted level is a result of inflation, increased drinking water fees, cellular data costs for SCADA initiatives and increases related to water quality lab fees. See the prepared testimony of Marcus Gomez for a more detailed discussion of the Other Operations expenses.

D. Clearlake Customer Service Area

i. Summary of Requested Revenue Requirement and Rate Base Changes

Below is a table comparing the proposed revenue requirement for the 2025 test year for the Clearlake Customer Service Area with the adopted revenue requirements for the current 2023 escalation year and recorded data for the twelve (12) month period ending December 2022, each on a stand-alone basis.

Clearlake Comparison of Proposed Increase			
	Proposed Test Year 2025	2023 Escalation Year ⁵	12-Month Period Ending 12/31/22
Total Revenue Requirement \$	\$3,519,895	\$2,793,741	\$2,465,172
Rate Base \$	\$13,478,044	\$10,679,592	\$10,486,484
Rate Base Difference		\$2,798,452	\$2,991,560
Rate Base % Increase		26.20%	28.53%
Operating Expenses \$	\$2,505,241	\$1,992,653	\$2,000,938
Operating Expense \$ Difference		\$512,588	\$504,303
Operating Expenses % Difference		25.72%	25.20%
Rate of Return	7.53%	7.53%	4.43%

ii. Primary Cost Increases – The following are the five most significant cost increases for the Clearlake Customer Service Area.

a. Return on Rate Base – The forecasted rate base for 2025 is \$2,798,452 higher than the adopted rate base for 2023. The increase in rate base requires an increase in net operating revenues of \$213,566 based on the currently authorized rate of return of 7.53%. This increase in rate base is due to the capital additions in the Clearlake

⁵ Advice Letter 1906-W.

Customer Service Area that are addressed in the Operating District Capital Additions and the Construction Work in Progress Testimonies.

b. **Depreciation** – The 2025 forecasted Depreciation expense is \$96,059 higher than the adopted 2023 level. The increase in depreciation is a result of anticipated additions to plant. See prepared testimony of Brad Powell for information on Depreciation expense.

c. **Allocated General Office and District Office** – The 2025 forecasted General Office and District Office expense is \$83,600 higher than the adopted 2023 level. The increase is a result of higher forecasted General Office expenses; see Section J below for the five most significant increases in the General Office. See the prepared testimony of Marcus Gomez for a more detailed discussion of the General Office expenses.

d. **Purchased Power** – The 2025 forecasted Purchased Power expense for pumping water is \$69,485 higher than the adopted 2023 level. The increase is a combination of higher electric rates and higher forecasted pumped water volumes. See prepared testimony of Hilda Wahhab for a more detailed discussion of the purchased power expense.

e. **Property Taxes** – The increase in property taxes of \$65,398 is a result of a forecasted increase in the most recent property tax rate to reflect recent property tax rates combined with a forecasted increase in rate base. Forecasted Property Taxes are addressed in the prepared testimony of Wayne McDonald.

E. Los Osos Customer Service Area

i. Summary of Requested Revenue Requirement and Rate Base Changes

Below is a table comparing the proposed revenue requirement for the 2025 test year for the Los Osos Customer Service Area with the adopted revenue requirements for the current 2023 escalation year and recorded data for the twelve (12) month period ending December 2022.

Los Osos Comparison of Proposed Increase			
	Proposed Test Year 2025	2023 Escalation Year ⁶	12-Month Period Ending 12/31/22
Total Revenue Requirement \$	\$5,799,572	\$4,772,550	\$4,000,681
Rate Base \$	\$25,966,473	\$20,182,513	\$18,807,494
Rate Base Difference		\$5,783,960	\$7,158,979
Rate Base % Increase		28.66%	38.06%
Operating Expenses \$	\$3,844,764	\$3,253,017	\$3,029,314
Operating Expense \$ Difference		\$591,747	\$815,450
Operating Expenses % Difference		18.19%	26.92%
Rate of Return	7.53%	7.53%	5.16%

ii. Primary Cost Increases – The following are the five most significant cost increases for the Los Osos Customer Service Area.

a. Return on Rate Base – The forecasted rate base for 2025 is \$5,783,960 higher than the adopted rate base for 2023. The increase in rate base requires an increase in net operating revenues of \$435,275 based on the currently authorized rate of return of 7.53%. This increase in rate base is due to the capital additions in the Los Osos

⁶ Advice Letter 1906-W.

Customer Service Area that are addressed in the Operating District Capital Additions and Construction Work in Progress Testimonies.

b. **Other Operations Expenses** – The 2025 forecasted Other Operations expense is \$297,936 higher than the adopted 2023 level. This is primarily related to a change in accounting classification of brine removal costs, which had historically been included in chemicals expense and are now forecasted in Other Operations expenses. See the prepared testimony of Marcus Gomez for a more detailed discussion of the Other Operations expenses.

c. **Depreciation** – The 2025 forecasted Depreciation expense is \$187,429 higher than the adopted 2023 level. The increase in depreciation is a result of anticipated additions to plant. See prepared testimony of Brad Powell for a more detailed discussion on Depreciation expense.

d. **Allocated General Office and District Office Expense** – The 2025 forecasted General Office and District Office expense is \$114,254 higher than the adopted 2023 level. The increase is a result of higher forecasted General Office expenses; see Section J below for the five most significant increases in the General Office. See the prepared testimony of Marcus Gomez for a more detailed discussion of the General Office expenses.

e. **Federal Income Tax** – The increase in federal income taxes of \$84,974 is primarily a result of Golden State forecasting net operating revenues that are higher than the amount previously adopted. This increase in net operating revenues is primarily a result of anticipated additions to utility plant. A discussion of the income tax calculation is included in the prepared testimony of Wayne McDonald.

F. Santa Maria Customer Service Area

i. Summary of Requested Revenue Requirement and Rate Base Changes

Below is a table comparing the proposed revenue requirement for the 2025 test year for the Santa Maria Customer Service Area with the adopted revenue requirements for the current 2023 escalation year and recorded data for the twelve (12) month period ending December 2022.

Santa Maria Comparison of Proposed Increase			
	Proposed Test Year 2025	2023 Escalation Year ⁷	12-Month Period Ending 12/31/22
Total Revenue Requirement \$	\$20,984,109	\$16,802,032	\$15,221,425
Rate Base \$	\$87,686,402	\$66,413,980	\$63,752,623
Rate Base Difference		\$21,272,422	\$23,933,779
Rate Base % Increase		32.03%	37.54%
Operating Expenses \$	\$14,382,901	\$11,799,226	\$11,103,639
Operating Expense \$ Difference		\$2,583,675	\$3,279,262
Operating Expenses % Difference		21.90%	29.53%
Rate of Return	7.53%	7.53%	6.46%

ii. **Primary Cost Increases** – The following are the five most significant cost increases for the Santa Maria Customer Service Area.

a. **Return on Rate Base** – The forecasted rate base for 2025 is \$21,272,422 higher than the adopted rate base for 2023. The increase in rate base requires an increase in net operating revenues of \$1,598,402 based on the currently authorized rate of return of 7.53%. This increase in rate base is due to the capital additions in the Santa

⁷ Advice Letter 1906-W.

Maria Customer Service Area that are addressed in the Operating District Capital Additions and Construction Work in Progress Testimonies.

b. **Depreciation** – The 2025 forecasted Depreciation expense is \$777,817 higher than the adopted 2023 level. The increase in depreciation is a result of anticipated additions to plant. See prepared testimony of Brad Powell for a more detailed discussion on Depreciation expense.

c. **Allocated General Office and District Office** – The 2025 forecasted General Office and District Office expense is \$577,090 higher than the adopted 2023 level. The increase is a result of higher forecasted General Office expenses; see Section J below for the five most significant increases in the General Office. See the prepared testimony of Marcus Gomez for a more detailed discussion of the General Office expenses.

d. **Purchased Power** – The 2025 forecasted Purchased Power expense for pumping water is \$474,130 higher than the adopted 2023 level. The increase is the result of higher electric rates. See prepared testimony of Hilda Wahhab for a more detailed discussion of the purchased power expense.

e. **Property Taxes** – The increase in property taxes of \$311,901 is a result of a forecasted increase in the most recent property tax rate to reflect recent property tax rates combined with a forecasted increase in rate base. Forecasted Property Taxes are addressed in the prepared testimony of Wayne McDonald.

G. Simi Valley

i. Summary of Requested Revenue Requirement and Rate Base Changes

Below is a table comparing the proposed revenue requirement for the 2025 test year for the Simi Valley Customer Service Area with the adopted revenue requirements for the current 2023 escalation year and recorded data for the twelve (12) month period ending December 2022.

Simi Valley Comparison of Proposed Increase			
	Proposed Test Year 2025	2023 Escalation Year ⁸	12-Month Period Ending 12/31/22
Total Revenue Requirement \$	\$18,001,082	\$15,886,000	\$15,376,387
Rate Base \$	\$30,120,924	\$22,276,563	\$19,685,417
Rate Base Difference		\$7,844,361	\$10,435,507
Rate Base % Increase		35.21%	53.01%
Operating Expenses \$	\$15,733,519	\$14,449,349	\$12,702,371
Operating Expense \$ Difference		\$1,284,170	\$3,031,148
Operating Expenses % Difference		8.89%	23.86%
Rate of Return	7.53%	7.53%	13.58%

ii. **Primary Cost Increases** – The following are the five most significant cost increases for the Simi Valley Customer Service Area.

a. **Return on Rate Base** – The forecasted rate base for 2025 is \$7,844,361 higher than the adopted rate base for 2023. The increase in rate base requires an increase in net operating revenues of \$830,912 based on the currently authorized rate of return of 7.53%. This change in rate base is due to the capital additions in the Simi Valley

⁸ Advice Letter 1906-W.

Customer Service Area that are addressed in the Operating District Capital Additions and Construction Work in Progress Testimonies.

b. **Allocated General Office and District Office** – The 2025 forecasted General Office and District Office expense is \$568,785 higher than the adopted 2023 level. The increase is a result of higher forecasted General Office expenses; see Section J below for the five most significant increases in the General Office. See the prepared testimony of Marcus Gomez for a more detailed discussion of the General Office expenses.

c. **Federal Income Tax** – The increase in federal income taxes of \$198,227 is primarily a result of Golden State forecasting net operating revenues that are higher than the amount previously adopted. This increase in net operating revenues is primarily a result of anticipated additions to utility plant. A discussion of the income tax calculation is included in the prepared testimony of Wayne McDonald.

d. **Depreciation** – The 2025 forecasted Depreciation expense is \$194,479 higher than the adopted 2023 level. The increase in depreciation is a result of anticipated additions to plant. See prepared testimony of Brad Powell for a more detailed discussion on Depreciation expense.

e. **Purchased Water** – The forecasted purchased water for expense for 2025 is \$188,980 higher than the adopted level for 2023. The change is due to a combination of lower purchased water volumes forecasted for 2025 than was forecast in 2023 and increased purveyor rates. See the prepared testimony of Zeng Zhu for a more detailed discussion of the purchased water expense.

H. Region 2

i. Summary of Requested Revenue Requirement and Rate Base Changes

Below is a table comparing the proposed revenue requirement for the 2025 test year for Region 2 with the adopted revenue requirements for the current 2023 escalation year and recorded data for the twelve (12) month period ending December 2022.

Region 2 Comparison of Proposed Increase			
	Proposed Test Year 2025	2023 Escalation Year ⁹	12-Month Period Ending 12/31/22
Total Revenue Requirement \$	\$197,373,220	\$165,857,125	\$144,498,489
Rate Base \$	\$671,909,812	\$560,457,818	\$527,230,850
Rate Base Difference		\$111,451,994	\$144,678,962
Rate Base % Increase		19.89%	27.44%
Operating Expenses \$	\$146,790,505	\$123,630,355	\$108,588,806
Operating Expense \$ Difference		\$23,160,150	\$38,201,699
Operating Expenses % Difference		18.73%	35.18%
Rate of Return	7.53%	7.53%	6.81%

ii. **Primary Cost Increases** – The following are the five most significant cost increases for the Region 2 Customer Service Areas.

a. **Purchased Water** – The forecasted purchased water for expense for 2025 is \$13,285,840 higher than the adopted level for 2023. The increase is a combination of higher purchased water volumes forecasted for 2025 than was forecast in 2023 and

⁹ Advice Letter 1906-W

increased purveyor rates. See the prepared testimony of Zeng Zhu for a more detailed discussion of the purchased water expense.

b. **Return on Rate Base** - The forecasted rate base for 2025 is \$111,451,994 higher than the adopted rate base for 2023. The increase in rate base requires an increase in net operating revenues of \$8,355,944 based on the currently authorized rate of return of 7.53%. This increase in the rate base is due to the capital additions in the Region 2 rate making area that are addressed in the Operating District Capital Additions and Construction Work in Progress Testimonies.

c. **Allocated General Office and District Office** – The 2025 forecasted General Office and District Office expense is \$5,786,033 higher than the adopted 2023 level. The increase is a result of higher forecasted General Office expenses; see Section J below for the five most significant increases in the General Office. See the prepared testimony of Marcus Gomez for a more detailed discussion of the General Office expenses.

d. **Depreciation** – The 2025 forecasted Depreciation expense is \$2,272,921 higher than the adopted 2023 level. The increase in depreciation is a result of anticipated additions to plant. See prepared testimony of Brad Powell for information on Depreciation expense.

e. **Federal Income Tax** – The increase in federal income taxes of \$1,731,511 is primarily a result of Golden State forecasting net operating revenues that are higher than the amount previously adopted. This increase in net operating revenues is primarily a result of anticipated additions to utility plant. A discussion of the income tax calculation is included in the prepared testimony of Wayne McDonald.

I. Region 3

i. Summary of Requested Revenue Requirement and Rate Base Changes

Below is a table comparing the proposed revenue requirement for the 2025 test year for Region 3 with the adopted revenue requirements for the current 2023 escalation year adjusted for a rate base offset, effective February 15, 2022, and recorded data for the twelve (12) month period ending December 2022.

Region 3 Comparison of Proposed Increase			
	Proposed Test Year 2025	2023 Escalation Year ¹⁰	12-Month Period Ending 12/31/22
Total Revenue Requirement \$	\$192,595,850	\$154,745,876	\$134,384,190
Rate Base \$	\$650,167,399	\$505,515,218	\$448,285,973
Rate Base Difference		\$144,652,181	\$201,881,426
Rate Base % Increase		28.61%	45.03%
Operating Expenses \$	\$143,649,948	\$117,091,822	\$105,199,763
Operating Expense \$ Difference		\$26,558,126	\$38,450,185
Operating Expenses % Difference		22.68%	36.55%
Rate of Return	7.53%	7.53%	6.51%

ii. **Primary Cost Increases** – The following are the five most significant cost increases for the Region 3 Customer Service Areas.

a. **Purchased Water** – The forecasted Purchased Water expense for 2025 is \$13,125,659 higher than the adopted level for 2023. The increase is due to higher forecasted purchased water volumes and higher purveyor rates. See the prepared testimony of Zeng Zhu for a more detailed discussion of the Purchased Water expense.

¹⁰ Advice Letter 1906-W.

b. **Return on Rate Base** - The forecasted rate base for 2025 is \$144,652,181 higher than the adopted rate base for 2023. The rate base requires an increase in net operating revenues of \$11,291,848 based on the currently authorized rate of return of 7.53%. This change in the rate base is due to the capital additions in the Region 3 rate making area that are addressed in the Operating District Capital Additions and Construction Work in Progress Testimonies.

c. **Allocated General Office and District Office Expense** – The 2025 forecasted General Office and District Office expense is \$5,672,048 higher than the adopted 2023 level. The increase is a result of higher forecasted General Office expenses; see Section J below for the five most significant increases in the General Office. See the prepared testimony of Marcus Gomez for a more detailed discussion of the General Office expenses.

d. **Depreciation** – The 2025 forecasted Depreciation expense is \$3,710,056 higher than the adopted 2023 level. The increase in depreciation is a result of anticipated additions to plant. See prepared testimony of Brad Powell for information on Depreciation expense.

e. **Federal Income Tax** – The increase in federal income taxes of \$2,285,872 is primarily a result of Golden State forecasting net operating revenues that are higher than the amount previously adopted. This increase in net operating revenues is primarily a result of anticipated additions to utility plant. A discussion of the income tax calculation is included in the prepared testimony of Wayne McDonald.

J. General Office

i. **Primary Cost Increases** – The following are the five most significant cost increases in the General Office.

a. **Pension and Benefits** – The 2025 forecasted Pension and Benefits expense is \$5,527,108 higher than the adopted 2023 level. The increase over the adopted level is a result of several factors including GSWC's request for cost recovery of the short term incentive and the long-term performance compensation as well as an increase in forecasted pension costs. See the prepared testimony of Jon Pierotti for more detail regarding compensation and the prepared testimony of Gladys Farrow for more detail regarding the forecasted Pension cost.

b. **Labor Expenses** – The increase in other labor expenses of \$2,882,432 is a result of several factors primarily due to employee salary inflation from 2023 and the transfer of customer service positions from the operating districts to the centralized Customer Service Center. A discussion of other labor expense is discussed in the prepared testimony of Jenny Darney-Lane.

c. **Outside Services** – The 2025 forecasted Outside Services expense is \$2,182,368 higher than the adopted 2023 level. In addition to inflationary increases, the primary reasons for the forecasted increase in costs include, a land use study, sponsored by David Schickling, timekeeping service fees and payment processing services, sponsored by Marcus Gomez, and expenses related to several technology service projects, which are addressed in the testimony of Martin Jeung and Patrick Kubiak.

d. **Other Maintenance of General Plant** – The 2025 forecast of the Other Maintenance of General Plant expense is \$996,343 higher than the adopted 2023 level. The increase is primarily due to increases in IT maintenance and licensing fees. See the

prepared testimony of Marcus Gomez for a discussion of the Other Maintenance of General Plant expense.

e. **Miscellaneous** – The 2025 forecasted Miscellaneous expenses is \$604,716 higher than the adopted 2023 level. The primary reason for the forecasted increase is due to inflationary increases, as well as, comparative increases stemming from prior settlement adjustments to components of Directors' compensation. See the prepared testimony of Marcus Gomez for a more detailed discussion of the Miscellaneous expenses.

3. Special Requests

Special Request 1. **Amortization and Continuation of Balancing and Memorandum Accounts**

In accordance with Ordering Paragraph No. 3 of D.06-04-037, Class A water utilities:

shall report on the status of their balancing accounts in their general rate cases and shall propose adjustments to their rates in that context to amortize under- or over-collections in those accounts subject to reasonableness review. They also may propose such rate adjustments by advice letter at any time that the under- or over-collection in any such account exceeds two percent.

Therefore, pursuant to Ordering Paragraph No. 3 of D.06-04-037, Golden State is providing the Commission with a report on the status of its authorized memorandum accounts and balancing accounts. A summary of each memorandum and balancing account, including description, current balances (as of 5/31/2023, unless otherwise

stated), and proposed actions desired by Golden State (such as amortization, continuation, closure, etc.) can be found in the prepared testimony of Ronald Moore.

Special Request 2. Water Conservation Advancement Plan

Golden State requests authorization to implement a new revenue decoupling program, the Water Conservation Advancement Plan (“WCAP”). The WCAP includes two new balancing accounts: the Water Consumption Revenue Balancing Account (“WCRBA”) and the Water Consumption Cost Balancing Account (“WCCBA”). The WCAP is designed to accommodate fully decoupled revenues and sales and track differences between recorded and Commission-authorized supply-related expenses. The WCRBA will track differences in total volumetric revenues received and total adopted volumetric revenues. The WCCBA will track differences between actual supply-related costs (including the cost incurred for purchased water, purchased power, and groundwater assessment fees (i.e., pump taxes)). The WCAP balances customer benefits on the one hand with financial stability for GSWC to provide safe and reliable water service on the other hand. If the Commission does not adopt the proposed WCAP, Golden State should be allowed to (i) employ a traditional Monterey-style WRAM, (ii) increase the amounts collected in its service charges, and (iii) implement the proposed full cost balancing account for supply related costs (the WCCBA). This request is discussed in the prepared testimony of Keith Switzer.

Special Request 3. Sales Reconciliation Mechanism

Golden State requests authority to maintain its current Sales Reconciliation Mechanism (SRM), authorized by the Commission in D.19-05-044 and D.23-06-024. The SRM allows

for adjustments to adopted sales volumes so that they match more closely to recorded sales volumes. This request is discussed in the prepared testimony of Jenny Darney-Lane.

Special Request 4. Finding on Water Quality

Golden State is in compliance with all water quality regulations and requirements and requests that the Commission make a finding that Golden State's water quality meets all applicable state and federal drinking water standards and the provisions of General Order 103-A based upon the evidence presented in the Testimony of Sunil Pillai.

Special Request 5. Consolidation of Arden Cordova and Clearlake for Ratemaking Purposes

Golden State requests approval to consolidate its Arden Cordova and Clearlake areas for ratemaking purposes. Golden State's goal is to implement, after a transition period, a single, combined set of rates for these two areas in the new, consolidated Northern District ratemaking district. Golden State proposes to freeze the metered rates for the existing Clearlake district for the instant GRC cycle as part of its transition to the fully combined rates. This request is addressed in the testimony of Jon Pierotti.

Special Request 6. Customer Assistance Program and Credit/Debit Card Bill Payment Expense Recovery

Golden State requests approval to continue its credit card payment program and to recover the costs of the program through the Customer Assistance Program (CAP) Balancing Account, so that the cost will not be recovered from customers who participate

in the CAP, as required by California Assembly Bill 1180. This request is addressed in the testimony of Hilda Wahhab.

Special Request 7. Special Fees

Golden State requests approval to increase fire flow testing fees, reconnection fees and Cross Connection Control fees. For more information, see the testimonies of Hilda Wahhab and Gladys Estrada. Additionally, Golden State requests approval to implement a new Tampering Fee, which is addressed in the testimony of Katherine Nutting.

Special Request 8. Modification to PFAS Memorandum Account

Golden State requests approval to modify its existing PFAS Memorandum Account to allow for the inclusion of carrying costs at Golden State's adopted rate of return on all incremental plant investments to address treatment for PFAS, once a maximum contaminant level has been set. This request is addressed in the testimony on Sunil Pillai.

Special Request 9. Supply Mix Adjustment Mechanism

Golden State requests approval of a pilot Supply Mix Adjustment Mechanism ("SMAM"), applicable to its Region 2 ratemaking area that will adjust the adopted well production volumes in the escalation years if a threshold trigger is met. Under the SMAM, supply costs (purchased power, purchased water, pump taxes and chemical expense) will be adjusted if the threshold trigger is met. This request is addressed in the testimony of Jenny Darney-Lane.

4. Issues of Controversy

Golden State Water Company is not presently aware of any issue that will cause controversy. However, in Application (A.) 20-07-012, Golden State identified the following item as potentially resulting in a different outcome from prior Commission decisions.

D.04-06-018 (interim order adopting rate case plan (“RCP”)) provides the specifics for setting rates in the third year of a three-year rate cycle with respect to assumptions made for computing rate base and the book-depreciation and income-tax components of cost of service. These computational approaches of the interim order were adopted as final in D.07-05-062. Specifically, footnote 6 on page 15 of D.04-06-018 states, “The attrition allowance methodology provides for rate base additions in year 3 by adding the difference between test year 1 and test year 2 rate base to test year 2 rate base. Depreciation expense is handled in the same way.” In A.20-07-012 Golden State requested that the Commission grant it permission to deviate from the RCP for setting year-3 rates to the extent, and only to the extent, necessary to ensure consistency of those components used to compute year-3 rate base and year-3 cost-of-service that the Internal Revenue Code requires to be consistent in order to satisfy the normalization requirements.

In the settlement agreement adopted in D.23-06-024, the Parties agreed that Golden State would seek a private letter ruling (PLR) from the Internal Revenue Service (IRS) to resolve this issue and determine the methodology to be used by Golden State to calculate rate base for the third year of its rate cycle, beginning in 2024. The request

for a PLR is currently pending before the IRS. In line with the terms of the settlement agreement adopted in D.23-06-024¹¹, Golden State has forecasted the third-year rate-base figures in this application using the computational approach defined in D.07-05-062. Once a PLR has been issued, and if the IRS rules that Golden State's computational methodology is required to prevent a normalization violation, the calculation of the 2027 rate base will need to be based on the methodology proposed by Golden State in A.20-07-012. See testimony of Wayne McDonald.

5. Proposed Notices

- A. Proposed Notice for the Arden Cordova CSA is attached as **Exhibit A**.
- B. Proposed Notice for the Bay Point CSA is attached as **Exhibit B**.
- C. Proposed Notice for the Clearlake CSA is attached as **Exhibit C**.
- D. Proposed Notice for the Los Osos CSA is attached as **Exhibit D**.
- E. Proposed Notice for the Santa Maria CSA is attached as **Exhibit E**.
- F. Proposed Notice for the Simi Valley CSA is attached as **Exhibit F**.
- G. Proposed Notice for the Region 2 CSAs is attached as **Exhibit G**.
- H. Proposed Notice for the Region 3 CSAs is attached as **Exhibit H**.

6. Testimony Requirements A through L

Under D.07-05-062, Golden State must provide responses to the issues listed A through L in Appendix A to D.07-05-062 and cross-reference those responses with supporting testimony or evidence. In addition to the responses and cross-references contained in

¹¹ A.20-07-012 Settlement Agreement, Section 18.2

this Application, the response to the Minimum Data Request provided to the Public Advocates Office with the Proposed Application on 6/1/2023 contains responses or cross-references to responses to the issues listed as A through L in Appendix A to D.07-05-062. An updated response is being provided with this application.

7. Additional Information

The attached **Exhibit I** lists the present and proposed rate schedules for which increases and changes are requested. Cost of Capital was most recently adopted in D.23-06-025 and modified in Advice Letter 1897-W, due to the triggering of the Water Cost of Capital Mechanism. Rates shown in this application reflect the currently adopted cost of capital.

In addition, the Results of Operation for the Arden Cordova, Bay Point, Clearlake, Los Osos, Santa Maria and Simi Valley, Region 2, and Region 3 Customer Service Areas and the General Office are included with this Application. The Results of Operation for the ratemaking areas include the following chapters and tables:

Chapter 1	Introduction
Chapter 2	Rate History
Chapter 3	Current Operations
Table 3-A	System Schematic
Table 3-B	Service Area Map
Chapter 4	Summary of Earnings
Table 4-A	Functional Summary of Earnings – Recorded
Table 4-B	Functional Summary of Earnings – Estimated Years at Present & Proposed Rates
Table 4-C	Number of Customers – Recorded and Estimated years
Table 4-D	Water Sales – Recorded and Estimated years

Table 4-E	Operating Revenues – Recorded and Estimated Years at Present & Proposed Rates
Table 4-F	Requested Operating Revenue Increases – Estimated Years
Table 4-G	Supply Expenses
Table 4-H	Operations & Maintenance Expenses – Recorded and Estimated Years
Table 4-I	Administrative and General Expenses – Recorded and Estimated Years
Table 4-J	Property Taxes – Recorded and Estimated Years
Table 4-K	Taxes on Income - Estimated Years at Present & Proposed Rates
Table 4-L	Weighted Average Rate Base – Recorded and Estimated Years
Table 4-M	Utility Plant – Recorded and Estimated Years
Table 4-N	Depreciation Reserve and Expense – Recorded and Estimated Years
Table 4-O	Advances and Contributions – Recorded and Estimated Years
Table 4-P	Development of Depreciation Accrual Rates
Chapter 5	Rates
Table 5-A	Present and Proposed Rates
Table 5-B	Bill Comparison

SECTION III 2023 FILING COMPLIANCE

In compliance with the Commission's 2023 filing requirements, the following are included with this Application:

1. Category – This Application should be categorized as a ratesetting proceeding.
2. Need for Hearing – Golden State expects that a hearing will be needed. Accordingly, it respectfully requests that this matter be set for hearing as set forth in D.07-05-062.
3. Issues – The issues in the case include:
 - A. Cost of service items related to the Arden Cordova, Bay Point, Clearlake, Los Osos, Santa Maria and Simi Valley, Region 2 and Region 3 ratemaking areas including utility plant, rate base, supply expense and other expenses;
 - B. Request that test year, escalation, and attrition increases that are delayed due to no fault of Golden State be made retroactive to the first day of the applicable rate cycle; and
 - C. Special Requests as described above.
4. Schedule – Golden State's Proposed Rate Case Plan Schedule for 2023/2024 is attached as **Exhibit J**.

SECTION IV FORMAL MATTERS AND PROCEDURAL REQUIREMENTS

This Application is made pursuant to Section 454 of the Public Utilities Code of the State of California.

Applicant's legal name is Golden State Water Company, which is a regulated subsidiary of American States Water Company. Its postal address and principal place of business is:

630 East Foothill Boulevard,
San Dimas, California 91773-9016
Tel. (909) 394-3600, Ext. 680

Correspondence and communications in regard to this Application should be addressed to Jon Pierotti, Vice President, Regulatory Affairs, Golden State Water Company, at the above address and telephone, with a copy of such correspondence to Golden State's counsel:

Joseph M. Karp, Esq.
Sheppard Mullin Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111-4109
Tel. (415) 774-3118

Applicant, a California corporation organized under the laws of the State of California on December 31, 1929, is a public utility rendering water service in various areas in the counties of Contra Costa, Imperial, Lake, Los Angeles, Orange, Sacramento, San Bernardino, San Luis Obispo, Santa Barbara, Sutter and Ventura.

Applicant's Restated Articles of Incorporation (Articles), as amended on September 16, 2005, are attached as **Exhibit K**.

Applicant formally changed its name from Southern California Water Company to Golden State Water Company on October 1, 2005.

Applicant's latest available audited Balance Sheet and Income Statement are attached hereto as **Exhibit L**.

No transaction requiring Golden State to report a material financial interest, as defined in General Order No. 104-A, has occurred since the last Annual Report filed by Applicant and Applicant does not propose at present to become party to any transaction requiring Golden State to report a material financial interest.

Within twenty (20) days of filing this Application, Applicant will cause to be published a notice of the general terms of the proposed increase in a newspaper of general circulation in each area served. Proof of such publication will be filed with the Commission. Within twenty (20) days of filing of this Application, Applicant will mail by electronic mail for those who have provided an e-mail address and by U.S. mail for those who have not, a copy of the Notice of Availability of the Application to the officers of political subdivisions and interested parties listed on the attachment to the Notice of Availability. Within seventy-five (75) days of filing this Application, Applicant will provide each customer of record, the information required by Rule 3.2 (d) of the Commission's Rules of Practice and Procedure.

SECTION V CAUSE OF APPLICATION

Applicant estimates that at present rates, its rate of return on rate base will be 4.08% for the Arden Cordova Customer Service Area, 5.48% for the Bay Point Customer Service Area, 4.22% for the Clearlake Customer Service Area, 4.58% for the Los Osos Customer Service Area, 3.46% for the Santa Maria Customer Service Area, 1.72% for the Simi Valley Customer Service Area, 3.98% for the Region 2 Customer Service Areas and 3.38% for the Region 3 Customer Service Areas, based on Test Year 2025 estimates. These rates of return deviate from the Commission authorized rate of return of 7.53% due to a variety of factors, including (i) changes in sales volumes; and (ii) changes in: (a) rate base, including additional plant investment for infrastructure replacement; (b) operation and maintenance expenses; (c) administrative and general expenses; (d) depreciation; and (e) taxes and insurance, since these costs and figures were last considered by the Commission when setting rates. At rates proposed in this Application, Applicant would earn its latest authorized rate of return on rate base, 7.53%, for 2025, 2026 and 2027. The expense level estimates in the test years reflect the latest known rates for supply costs, ad valorem taxes, and income taxes.

SECTION VI REPORTS AND HEARINGS

Applicant has prepared the following documents in support of this Application:

- Report on Results of Operations for the Arden Cordova CSA
- Report on Results of Operations for the Bay Point CSA
- Report on Results of Operations for the Clearlake CSA
- Report on Results of Operations for the Los Osos CSA
- Report on Results of Operations for the Santa Maria CSA
- Report on Results of Operations for the Simi Valley CSA
- Report on Results of Operations for the Region 2 CSAs
- Report on Results of Operations for the Region 3 CSAs
- Report on Results of Operations for the General Office
- Prepared Testimonies
- Minimum Data Request
- Supporting Workpapers

Applicant proposes to rely upon these reports and the Prepared Testimonies related thereto in connection with proceedings concerning this Application.

SECTION VII PRAYER

WHEREFORE, Applicant prays that this Commission issue its order:

1. Finding that the proposed rates and charges in Applicant's Arden Cordova, Bay Point, Clearlake, Los Osos, Santa Maria, Simi Valley Region 2 and Region 3 Customer Service Areas are just and reasonable;
2. Finding that the rates and charges proposed herein are just and reasonable and that (a) all appropriate balancing account and memorandum account amortizations proposed herein should be approved; (b) any increases or decreases in the rates resulting from changes in the compensation per hour and non-labor inflation rates used in the composite inflation rate, as well as the labor inflation rate as published by the Public Advocates Office's Energy Cost of Service, and Communications & Water Policy Branches, and CPI-U as published by the US Department of Labor, Bureau of Labor Statistics for insurance, postage, labor, payroll tax, property tax or income taxes that occur after the filing of this Application, should be included in the rates authorized in this proceeding; (c) any increases or decreases in water supply costs due to changes in vendor rates should be included in rates; and (d) any change in the authorized cost of capital;
3. Granting relief with interim rates as determined reasonable by the Commission if completion according to the Commission's Regulatory Plan Timetable is delayed or if escalation and attrition increases are delayed due to no fault of Golden State;

4. Finding that each of Golden State's Special Requests (listed in Section II.3 of this Application) are fair and reasonable and should therefore be approved.
5. Granting such other relief as appropriate.

Respectfully submitted on August 14, 2023.

By /s/ JON PIEROTTI

Jon Pierotti

Vice President, Regulatory Affairs

GOLDEN STATE WATER COMPANY

VERIFICATION

With respect to the within Application, the undersigned certifies that he holds the position indicated below his name, that he is authorized to make this verification for and on behalf of said entity; that he has read the Application and knows the contents thereof; and that the same is true of his own knowledge and belief, except as to those matters which are thereon stated upon his information or belief, and as to those matters, he believes them to be true.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on August 14, 2023, in the City of San Dimas, California.

By /s/ JON PIEROTTI

Jon Pierotti

Vice President, Regulatory Affairs

GOLDEN STATE WATER COMPANY

Si necesita asistencia en español, tenemos representantes de servicio al cliente disponibles para ayudarle cuando lo solicite, por favor llame al número 1-800-999-4033.

**GOLDEN STATE WATER COMPANY'S
NOTICE OF APPLICATION
REQUESTING TO INCREASE RATES
ARDEN CORDOVA SERVICE AREA
(APPLICATION NO. 23-08-0XX)**

On August xx, 2023, Golden State Water Company (GSWC) filed what is known as a “General Rate Case” (GRC) application with the California Public Utilities Commission (CPUC). The application filing by GSWC requests to increase rates over a three-year period, covering the years 2025 through 2027. This request to increase rates would be effective beginning January 1, 2025.

In this application, GSWC is requesting to consolidate its Arden Cordova and Clearlake Customer Service Areas under a new Northern Region consolidated rate structure for both its residential and non-residential customers.

Why is GSWC requesting this rate increase?

The CPUC requires GSWC to submit a GRC application every three-years. The table below shows the annual changes in the revenue requirement requested by GSWC for the stand alone and the Special Request for the Northern Consolidation of Arden Cordova and Clearlake districts.

	Increase 2025		Increase 2026		Increase 2027		Total Increase	
Northern Consolidated	\$4,199,100	21.39%	\$1,683,600	6.95%	\$1,834,200	6.97%	\$7,716,944	35.31%
Arden Cordova	\$3,545,000	21.13%	\$1,375,300	6.66%	\$1,487,700	6.64%	\$6,407,885	34.42%

The purpose of this GRC is for GSWC to cover its anticipated costs from 2025 through 2027 for improvements to the water supply system, depreciation, federal income tax, property taxes, and allocated General Office and district office expenses.

How could this affect my monthly bill?

Consolidated Rate Structure Bill Impact

Under GSWC’s proposal to consolidate rates in the Arden Cordova and Clearlake service areas, the effect to the average residential customer in Arden Cordova with a 5/8 x 3/4” meter using 11 Ccf would see a monthly bill increase of \$8.04 (or 23.38%), from \$34.39 to \$42.43 in 2025. In 2026 the average residential customer would see a monthly bill increase of \$3.40 (or 8.01%), from \$42.43 to \$45.83 and a monthly bill increase of \$3.69 (or 8.05%), from \$45.83 to \$49.52 in 2027, **excluding any applicable surcharges or sur-credits.**

Stand-alone Bill Impact

If the proposed application is approved by the CPUC but the consolidated rate structure is denied, the average residential customer with a 5/8 x 3/4” meter using 11 Ccf would see a monthly bill increase of \$6.69 (or 19.45%), from \$34.39 to \$41.08 in 2025. In 2026 the average residential customer would see a monthly bill increase of \$2.78 (or 6.77%), from \$41.08 to \$43.86, and a monthly bill increase of \$2.98 (or 6.79%), from \$43.86 to \$46.84 in 2027, **excluding any applicable surcharges or sur-credits.**

How does the rest of the process work?

This application will be assigned to a judge, who will consider proposals and evidence presented during the formal hearing process. The judge will issue a proposed decision which may adopt GSWC's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners.

The Public Advocates Office may review this application. The Public Advocates Office is the independent consumer advocate within the CPUC with a statutory mandate to represent customers of investor-owned utilities to obtain the lowest possible rate for service consistent with safe and reliable service and the state's environmental policy goals. For more information, please call (415) 703-1584, e-mail PublicAdvocatesOffice@cpuc.ca.gov, or visit publicadvocates.cpuc.ca.gov.

Where can I get more information?

Contact GSWC

- View GSWC's Application and related exhibits:
<https://www.gswater.com/xxxxx>
- Contact GSWC's 24-hour Customer Service Center at:
1-800-999-4033 (toll-free) or TTY 1-877-933-9533
- Contact via email at:
customerservice@gswater.com
- Contact via mail at:
Golden State Water Company
Attention: Regulatory Affairs Department
630 East Foothill Boulevard
San Dimas, CA 91773

Contact the CPUC

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- If you would like to make a comment, please visit cpuc.ca.gov/A23xxxx to submit a comment on the CPUC Docket Card. You can also view other public comments related to this rate request.
-
- If you have questions about the CPUC process, you may contact the CPUC's Public Advisor's Office via:

Phone: **1-866-849-8390** (toll-free) or **1-415-703-2074**
1-866-836-7825 (toll-free) or TTY 1-415-703-5282

Mail: CPUC Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102

Email: **public.advisor@cpuc.ca.gov**

Please reference **GSWC's GRC Application No. 23-08-0xx** in any communications you have with the CPUC regarding this matter.

GOLDEN STATE WATER COMPANY

Si necesita asistencia en español, tenemos representantes de servicio al cliente disponibles para ayudarle cuando lo solicite, por favor llame al número 1-800-999-4033.

**GOLDEN STATE WATER COMPANY'S
NOTICE OF APPLICATION
REQUESTING TO INCREASE RATES
BAY POINT SERVICE AREA
(APPLICATION NO. 23-08-0XX)**

On August xx, 2023, Golden State Water Company (GSWC) filed what is known as a “General Rate Case” (GRC) application with the California Public Utilities Commission (CPUC). The application filing by GSWC requests to increase rates over a three-year period, covering the years 2025 through 2027. This request to increase rates would be effective beginning January 1, 2025.

Why is GSWC requesting this rate increase?

The CPUC requires GSWC to submit a GRC application every three-years. GSWC is requesting authorization to increase revenues in the Bay Point service area by \$590,000 (or 8.10%) for 2025, \$329,200 (or 4.17%) in 2026, and \$360,300 (or 4.38%) in 2027. The total requested increase for all three years combined would be \$1,279,600 (or 16.65%).

The purpose of this GRC is for GSWC to cover its anticipated costs from 2025 through 2027 for improvements to the water supply system, purchased water, Allocated General Office and District Office expenses (such as customer service, water quality, environmental, accounting and human resources), depreciation expenses, and other operations expenses.

How could this affect my monthly bill?

If the proposed application is approved by the CPUC, the average residential customer with a 5/8 x 3/4” meter using 7 Ccf would see a monthly bill increase of \$4.91 (or 6.98%), from \$70.35 to \$75.26 in 2025. In 2026 the average residential customer would see a monthly bill increase of \$3.15 (or 4.19%), from \$75.26 to \$78.41, and a monthly bill increase of \$3.47 (or 4.43%), from \$78.41 to \$81.88 in 2027, **excluding any applicable surcharges.**

How does the rest of the process work?

This application will be assigned to a judge, who will consider proposals and evidence presented during the formal hearing process. The judge will issue a proposed decision which may adopt GSWC's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners.

The Public Advocates Office may review this application. The Public Advocates Office is the independent consumer advocate within the CPUC with a statutory mandate to represent customers of investor-owned utilities to obtain the lowest possible rate for service consistent with safe and reliable service and the state's environmental policy goals. For more information, please call (415) 703-1584, e-mail PublicAdvocatesOffice@cpuc.ca.gov, or visit publicadvocates.cpuc.ca.gov.

Where can I get more information?

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customerservice@gswater.com
- Contact via mail at:

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Attention: Regulatory Affairs Department
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San Dimas, CA 91773

Contact the CPUC

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Email: public.advisor@cpuc.ca.gov

Please reference **GSWC's GRC Application No. 23-08-0xx** in any communications you have with the CPUC regarding this matter.

GOLDEN STATE WATER COMPANY

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**GOLDEN STATE WATER COMPANY'S
NOTICE OF APPLICATION
REQUESTING TO INCREASE RATES
CLEARLAKE SERVICE AREA
(APPLICATION NO. 23-08-0XX)**

On August xx, 2023, Golden State Water Company (GSWC) filed what is known as a “General Rate Case” (GRC) application with the California Public Utilities Commission (CPUC). The application filing by GSWC requests to increase rates over a three-year period, covering the years 2025 through 2027. This request to increase rates would be effective beginning January 1, 2025.

In this application, GSWC is requesting to consolidate its Arden Cordova and Clearlake Customer Service Areas under a new Northern Region consolidated rate structure for both its residential and non-residential customers. Under GSWC’s special request, the rates in Clearlake would be frozen at their current level.

Why is GSWC requesting this rate increase?

The CPUC requires GSWC to submit a GRC application every three-years. The table below shows the annual changes in the revenue requirement requested by GSWC for Clearlake and the Special Request for the Northern Consolidation of Arden Cordova and Clearlake districts.

	Increase 2025		Increase 2026		Increase 2027		Total Increase	
Northern Consolidated	\$4,199,100	21.39%	\$1,683,600	6.95%	\$1,834,200	6.97%	\$7,716,900	35.31%
Clearlake	\$649,800	22.64%	\$316,800	8.91%	\$357,000	9.17%	\$1,323,600	40.72%

The purpose of this GRC is for GSWC to cover its anticipated costs from 2025 through 2027 for improvements to the water supply system, depreciation expenses, federal income tax, property taxes, and allocated General Office and district office expenses.

How could this affect my monthly bill?

Consolidated Rate Structure Bill Impact

Under GSWC’s proposal to consolidate rates, metered rates in Clearlake would be frozen at their present level, **excluding any applicable surcharges or sur-credits**. However, GSWC is proposing an increase to the general Schedule AA-4 (Private Fire Service) from \$6.50 to \$8.00 per inch of diameter of service connection.

Stand-alone Bill Impact

If the proposed application is approved by the CPUC but the requested consolidated rate structure is denied, the average residential customer with a 5/8 x 3/4” meter using 5 Ccf would see a monthly bill increase of \$24.06 (or 22.66%), from \$106.17 to \$130.23 in 2025. In 2026 the average residential customer would see a monthly bill increase of \$11.63 (or 8.93%), from \$130.23 to \$141.86, and a monthly bill increase of \$13.03 (or 9.19%), from \$141.86 to \$154.89 in 2027, **excluding any applicable surcharges or sur-credits**.

How does the rest of the process work?

This application will be assigned to a judge, who will consider proposals and evidence presented during the formal hearing process. The judge will issue a proposed decision which may adopt GSWC's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners.

The Public Advocates Office may review this application. The Public Advocates Office is the independent consumer advocate within the CPUC with a statutory mandate to represent customers of investor-owned utilities to obtain the lowest possible rate for service consistent with safe and reliable service and the state's environmental policy goals. For more information, please call (415) 703-1584, e-mail PublicAdvocatesOffice@cpuc.ca.gov, or visit publicadvocates.cpuc.ca.gov.

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San Francisco, CA 94102

Email: **public.advisor@cpuc.ca.gov**

Please reference **GSWC's GRC Application No. 23-08-0xx** in any communications you have with the CPUC regarding this matter.

GOLDEN STATE WATER COMPANY

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**GOLDEN STATE WATER COMPANY'S
NOTICE OF APPLICATION
REQUESTING TO INCREASE RATES
LOS OSOS SERVICE AREA
(APPLICATION NO. 23-08-0XX)**

On August xx, 2023, Golden State Water Company (GSWC) filed what is known as a “General Rate Case” (GRC) application with the California Public Utilities Commission (CPUC). The application filing by GSWC requests to increase rates over a three-year period, covering the years 2025 through 2027. This request to increase rates would be effective beginning January 1, 2025.

Why is GSWC requesting this rate increase?

The CPUC requires GSWC to submit a GRC application every three-years. GSWC is requesting authorization to increase revenues in the Los Osos service area by \$1,096,400 (or 23.29%) for 2025, \$325,000 (or 5.60%) in 2026, and \$346,200 (or 5.65%) in 2027. The total requested increase for all three years combined would be \$1,767,600 (or 34.55%).

The purpose of this GRC is for GSWC to cover its anticipated costs from 2025 through 2027 for improvements to the water supply system, depreciation expense, other operations expenses, Federal Income Tax and Allocated General Office and district office.

How could this affect my monthly bill?

If the proposed application is approved by the CPUC, the average residential customer with a 5/8 x 3/4” meter using 5 Ccf would see a monthly bill increase of \$20.67 (or 23.47%), from \$88.08 to \$108.75 in 2025. In 2026 the average residential customer would see a monthly bill increase of \$6.12 (or 5.63%), from \$108.75 to \$114.87, and a monthly bill increase of \$6.56 (or 5.71%), from \$114.87 to \$121.43 in 2027, **excluding any applicable surcharges.**

How does the rest of the process work?

This application will be assigned to a judge, who will consider proposals and evidence presented during the formal hearing process. The judge will issue a proposed decision which may adopt GSWC’s application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners.

The Public Advocates Office may review this application. The Public Advocates Office is the independent consumer advocate within the CPUC with a statutory mandate to represent customers of investor-owned utilities to obtain the lowest possible rate for service consistent with safe and reliable service and the state’s environmental policy goals. For more information, please call (415) 703-1584, e-mail PublicAdvocatesOffice@cpuc.ca.gov, or visit publicadvocates.cpuc.ca.gov.

Where can I get more information?

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Golden State Water Company
Attention: Regulatory Affairs Department
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San Dimas, CA 91773

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Mail: CPUC Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102

Email: **public.advisor@cpuc.ca.gov**

Please reference **GSWC's GRC Application No. 23-08-0xx** in any communications you have with the CPUC regarding this matter.

GOLDEN STATE WATER COMPANY

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**GOLDEN STATE WATER COMPANY'S
NOTICE OF APPLICATION
REQUESTING TO INCREASE RATES
SANTA MARIA SERVICE AREA
(APPLICATION NO. 23-08-0XX)**

On August xx, 2023, Golden State Water Company (GSWC) filed what is known as a "General Rate Case" (GRC) application with the California Public Utilities Commission (CPUC). The application filing by GSWC requests to increase rates over a three-year period, covering the years 2025 through 2027. This request to increase rates would be effective beginning January 1, 2025.

Why is GSWC requesting this rate increase?

The CPUC requires GSWC to submit a GRC application every three-years. GSWC is requesting authorization to increase revenues in the Santa Maria service area by \$5,092,900 (or 32.05%) for 2025, \$1,338,400 (or 6.33%) in 2026, and \$1,438,800 (or 6.36%) in 2027. The total requested increase for all three years combined would be \$7,870,100 (or 44.74%).

The purpose of this GRC is for GSWC to cover its anticipated costs from 2025 through 2027 for improvements to the water supply system, depreciation expense, property taxes, purchased power and Allocated General Office and district office expenses.

How could this affect my monthly bill?

If the proposed application is approved by the CPUC, the average residential customer with a 5/8 x 3/4" meter using 13 Ccf would see a monthly bill increase of \$22.03 (or 32.43%), from \$67.94 to \$89.97 in 2025. In 2026 the average residential customer would see a monthly bill increase of \$5.72 (or 6.36%), from \$89.97 to \$95.69, and a monthly bill increase of \$6.12 (or 6.40%), from \$95.69 to \$101.81 in 2027, **excluding any applicable surcharges.**

How does the rest of the process work?

This application will be assigned to a judge, who will consider proposals and evidence presented during the formal hearing process. The judge will issue a proposed decision which may adopt GSWC's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners.

The Public Advocates Office may review this application. The Public Advocates Office is the independent consumer advocate within the CPUC with a statutory mandate to represent customers of investor-owned utilities to obtain the lowest possible rate for service consistent with safe and reliable service and the state's environmental policy goals. For more information, please call (415) 703-1584, e-mail PublicAdvocatesOffice@cpuc.ca.gov, or visit publicadvocates.cpuc.ca.gov.

Where can I get more information?

Contact GSWC

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- Contact via email at:
customerservice@gswater.com
- Contact via mail at:
Golden State Water Company
Attention: Regulatory Affairs Department
630 East Foothill Boulevard
San Dimas, CA 91773

Contact the CPUC

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Mail: CPUC Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102
Email: **public.advisor@cpuc.ca.gov**

Please reference **GSWC's GRC Application No. 23-08-0xx** in any communications you have with the CPUC regarding this matter.

GOLDEN STATE WATER COMPANY

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**GOLDEN STATE WATER COMPANY'S
NOTICE OF APPLICATION
REQUESTING TO INCREASE RATES
SIMI VALLEY SERVICE AREA
(APPLICATION NO. 23-08-0XX)**

On August xx, 2023, Golden State Water Company (GSWC) filed what is known as a “General Rate Case” (GRC) application with the California Public Utilities Commission (CPUC). The application filing by GSWC requests to increase rates over a three-year period, covering the years 2025 through 2027. This request to increase rates would be effective beginning January 1, 2025.

Why is GSWC requesting this rate increase?

The CPUC requires GSWC to submit a GRC application every three-years. GSWC is requesting authorization to increase revenues in the Simi Valley service area by \$2,529,700 (or 16.35%) for 2025, \$804,000 (or 4.44%) in 2026, and \$905,600 (or 4.77%) in 2027. The total requested increase for all three years combined would be \$4,239,300 (or 25.57%).

The purpose of this GRC is for GSWC to cover its anticipated costs from 2025 through 2027 for improvements to the water supply system, depreciation expense, purchased power, Federal Income Tax and Allocated General Office and district office.

How could this affect my monthly bill?

If the proposed application is approved by the CPUC, the average residential customer with a 5/8 x 3/4” meter using 11 Ccf would see a monthly bill increase of \$11.28 (or 16.39%), from \$68.81 to \$80.09 in 2025. In 2026 the average residential customer would see a monthly bill increase of \$3.62 (or 4.52%), from \$80.09 to \$83.71, and a monthly bill increase of \$4.02 (or 4.80%), from \$83.71 to \$87.73 in 2027, **excluding any applicable surcharges.**

How does the rest of the process work?

This application will be assigned to a judge, who will consider proposals and evidence presented during the formal hearing process. The judge will issue a proposed decision which may adopt GSWC’s application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners.

The Public Advocates Office may review this application. The Public Advocates Office is the independent consumer advocate within the CPUC with a statutory mandate to represent customers of investor-owned utilities to obtain the lowest possible rate for service consistent with safe and reliable service and the state’s environmental policy goals. For more information, please call (415) 703-1584, e-mail PublicAdvocatesOffice@cpuc.ca.gov, or visit publicadvocates.cpuc.ca.gov.

Where can I get more information?

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Please reference **GSWC's GRC Application No. 23-08-0xx** in any communications you have with the CPUC regarding this matter.

GOLDEN STATE WATER COMPANY

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**GOLDEN STATE WATER COMPANY'S
NOTICE OF APPLICATION
REQUESTING TO INCREASE RATES
REGION 2 SERVICE AREA
(APPLICATION NO. 23-08-0XX)**

On August xx, 2023, Golden State Water Company (GSWC) filed what is known as a "General Rate Case" (GRC) application with the California Public Utilities Commission (CPUC). The application filing by GSWC requests to increase rates over a three-year period, covering the years 2025 through 2027. This request to increase rates would be effective beginning January 1, 2025.

GSWC's Region 2 service area includes all or portions of the cities of Artesia, Bell, Bell Gardens, Carson, Cerritos, Compton, Cudahy, Culver City, Downey, El Segundo, Gardena, Hawaiian Gardens, Hawthorne, Huntington Park, Inglewood, Lakewood, La Mirada, Lawndale, Long Beach, Norwalk, Paramount, Santa Fe Springs, South Gate, the communities of Athens, Lennox, Willowbrook and Moneta, Florence-Graham, Del Aire and vicinity, Los Angeles County and portions of City of Los Alamitos, and Orange County.

Why is GSWC requesting this rate increase?

The CPUC requires GSWC to submit a GRC application every three-years. GSWC is requesting authorization to increase revenues in the Region 2 service area by \$34,634,900 (or 21.28%) for 2025, \$8,351,200 (or 4.22%) in 2026, and \$8,962,500 (or 4.34%) in 2027. The total requested increase for all three years combined would be \$51,948,600 (or 29.84%).

The purpose of this GRC is for GSWC to cover its anticipated costs from 2025 through 2027 for purchased water, improvements to the water supply system, Federal Income Tax, depreciation expenses and Allocated General Office and district office.

How could this affect my monthly bill?

If the proposed application is approved by the CPUC, the average residential customer with a 5/8 x 3/4" meter using 9 Ccf would see a monthly bill increase of \$14.50 (or 21.26%), from \$68.20 to \$82.70 in 2025. In 2026 the average residential customer would see a monthly bill increase of \$3.52 (or 4.26%), from \$82.70 to \$86.22, and a monthly bill increase of \$3.78 (or 4.38%), from \$86.22 to \$90.00 in 2027, **excluding any applicable surcharges.**

How does the rest of the process work?

This application will be assigned to a judge, who will consider proposals and evidence presented during the formal hearing process. The judge will issue a proposed decision which may adopt GSWC's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners.

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**GOLDEN STATE WATER COMPANY'S
NOTICE OF APPLICATION
REQUESTING TO INCREASE RATES
REGION 3 SERVICE AREA
(APPLICATION NO. 23-08-0XX)**

On August xx, 2023, Golden State Water Company (GSWC) filed what is known as a “General Rate Case” (GRC) application with the California Public Utilities Commission (CPUC). The application filing by GSWC requests to increase rates over a three-year period, covering the years 2025 through 2027. This request to increase rates would be effective beginning January 1, 2025.

GSWC's Region 3 service areas include all or portions of the cities of Barstow, Lenwood, Town of Apple Valley, Lucerne Valley, Morongo Valley, Wrightwood, Calipatria and the community of Niland, and adjacent territory in Imperial County in the Mountain/Desert District and in Cypress, La Palma, Los Alamitos, Placentia, Seal Beach, Stanton, Yorba Linda, Cowan Heights, Lemon Heights Rossmoor, Claremont, Montclair, Pomona, Upland, San Dimas, Charter Oak, Glendora, Monterey Park, Rosemead, San Gabriel, Arcadia, El Monte, Irwindale, Monrovia and Temple City and adjacent vicinity in the Los Angeles, Orange and San Bernardino Counties in the Foothill and Orange County Districts.

Why is GSWC requesting this rate increase?

The CPUC requires GSWC to submit a GRC application every three-years. GSWC is requesting authorization to increase revenues in the Region 3 service area by \$38,917,600 (or 25.33%) for 2025, \$7,867,900 (or 4.07%) in 2026, and \$8,560,500 (or 4.25%) in 2027. The total requested increase for all three years combined would be \$ 55,346,000 (or 33.65%).

The purpose of this GRC is for GSWC to cover its anticipated costs from 2025 through 2027 for improvements to the water supply system, purchased water, depreciation expense, other operations expense, and Allocated General Office and district office expenses.

How could this affect my monthly bill?

If the proposed application is approved by the CPUC, the average residential customer with a 5/8 x 3/4" meter using 11 Ccf would see a monthly bill increase of \$17.30 (or 24.90%), from \$69.49 to \$86.79 in 2025. In 2026 the average residential customer would see a monthly bill increase of \$3.57 (or 4.11%), from \$86.79 to \$90.36, and a monthly bill increase of \$3.87 (or 4.28%), from \$90.36 to \$94.23 in 2027, **excluding any applicable surcharges.**

How does the rest of the process work?

This application will be assigned to a judge, who will consider proposals and evidence presented during the formal hearing process. The judge will issue a proposed decision which may adopt GSWC's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners.

The Public Advocates Office may review this application. The Public Advocates Office is the independent consumer advocate within the CPUC with a statutory mandate to represent

customers of investor-owned utilities to obtain the lowest possible rate for service consistent with safe and reliable service and the state's environmental policy goals. For more information, please call (415) 703-1584, e-mail PublicAdvocatesOffice@cpuc.ca.gov, or visit publicadvocates.cpuc.ca.gov.

Where can I get more information?

Contact GSWC

- View GSWC's Application and related exhibits:
<https://www.gswater.com/23xxxxxx>
- Contact GSWC's 24-hour Customer Service Center at:
1-800-999-4033 (toll-free) or TTY 1-877-933-9533
- Contact via email at:
customerservice@gswater.com
- Contact via mail at:

Golden State Water Company
Attention: Regulatory Affairs Department
630 East Foothill Boulevard
San Dimas, CA 91773

Contact the CPUC

You may also get information regarding this proceeding by contacting the CPUC:

- If you would like to make a comment, please visit cpuc.ca.gov/A23xxxxxx to submit a comment on the CPUC Docket Card. You can also view other public comments related to this rate request.
- If you have questions about the CPUC process, you may contact the CPUC's Public Advisor's Office via:

Phone: **1-866-849-8390** (toll-free) or **1-415-703-2074**
1-866-836-7825 (toll-free) or TTY 1-415-703-5282

Mail: CPUC Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102

Email: public.advisor@cpuc.ca.gov

Please reference **GSWC's GRC Application No. 23-08-0xx** in any communications you have with the CPUC regarding this matter.

GOLDEN STATE WATER COMPANY

Schedule No. R1- AC-1-R

Arden Cordova District

RESIDENTIAL METERED SERVICE
Clearlake Consolidated with Arden Cordova RMA

APPLICABILITY

Applicable to all residential metered water services provided to single-family residential customers.

TERRITORY

Arden Manor area located approximately six miles northeast of Sacramento and Rancho Cordova and vicinity, Sacramento County.

RATES

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
Quantity Rates:				
Tier 1: First 9,725 Gallon, per 100 Gallon	\$0.2998	\$0.3903	\$0.4216	\$0.4554
Tier 2: Next 24,686 Gallon, per 100 Gallon	\$0.3448	\$0.4488	\$0.4849	\$0.5238
Tier 3: Over 34,410 Gallon, per 100 Gallon	\$0.3965	\$0.5161	\$0.5576	\$0.6024
Tier 1: First 1300 cu.ft., per 100 cu.ft.	\$2.243	\$2.920	\$3.154	\$3.407
Tier 2: Next 3300 cu.ft., per 100 cu.ft.	\$2.579	\$3.357	\$3.627	\$3.918
Tier 3: Over 4600 cu.ft., per 100 cu.ft.	\$2.966	\$3.861	\$4.171	\$4.506
Service Charge:				
For 5/8 x 3/4" -inch meter	\$9.72	\$10.31	\$11.14	\$12.04
For 3/4" -inch meter	\$14.58	\$15.47	\$16.71	\$18.06
For 1" -inch meter	\$24.30	\$25.78	\$27.85	\$30.10
For 1-1/2" -inch meter	\$48.60	\$51.55	\$55.70	\$60.20
For 2" -inch meter	\$77.76	\$82.48	\$89.12	\$96.32
For 3" -inch meter	\$145.80	\$154.65	\$167.10	\$180.60
For 4" -inch meter	\$243.00	\$257.75	\$278.50	\$301.00
Sprinkler 1" to 5/8"	\$10.69	\$11.34	\$12.25	\$13.24
Sprinkler 1" to 3/4"	\$15.07	\$15.98	\$17.27	\$18.66
Sprinkler 1 1/2" to 3/4"	\$19.73	\$20.93	\$22.61	\$24.44
Sprinkler 1 1/2" to 1"	\$29.16	\$30.93	\$33.42	\$36.12
Sprinkler 2" to 3/4"	\$21.58	\$22.89	\$24.73	\$26.73
Sprinkler 2" to 1"	\$30.91	\$32.79	\$35.43	\$38.29

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

- All bills are subject to the reimbursement fee set forth on Schedule No. UF.
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Schedule No. R1-AC-1-NRArden Cordova DistrictNON-RESIDENTIAL METERED SERVICE
Clearlake Consolidated with Arden Cordova RMAAPPLICABILITY

Applicable to all metered water service except those under AC-1-R.

TERRITORY

Arden Manor area located approximately six miles northeast of Sacramento and Rancho Cordova and vicinity, Sacramento County.

RATESQuantity Rates:

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
For all water delivered, per 100 Gallon	\$0.2998	\$0.3903	\$0.4216	\$0.4554
For all water delivered, per 100 cu.ft.	\$2.243	\$2.920	\$3.154	\$3.407

Service Charge:

For 5/8 x 3/4" -inch meter	\$16.26	\$19.93	\$21.58	\$23.26
For 3/4" -inch meter	\$24.39	\$29.90	\$32.37	\$34.89
For 1" -inch meter	\$40.65	\$49.83	\$53.95	\$58.15
For 1-1/2" -inch meter	\$81.30	\$99.65	\$107.90	\$116.30
For 2" -inch meter	\$130.08	\$159.44	\$172.64	\$186.08
For 3" -inch meter	\$243.90	\$298.95	\$323.70	\$348.90
For 4" -inch meter	\$406.50	\$498.25	\$539.50	\$581.50
For 6" -inch meter	\$813.00	\$996.50	\$1,079.00	\$1,163.00
For 8" -inch meter	\$1,300.80	\$1,594.40	\$1,726.40	\$1,860.80
For 10" -inch meter	\$1,869.90	\$2,291.95	\$2,481.70	\$2,674.90
Sprinkler 6" to 1 1/2"	\$227.48	\$278.82	\$301.90	\$325.41
Sprinkler 6" to 2"	\$273.01	\$334.62	\$362.33	\$390.54
Sprinkler 6" to 3"	\$321.46	\$394.02	\$426.64	\$459.85
Sprinkler 6" to 4"	\$460.97	\$565.02	\$611.79	\$659.42
Sprinkler 8" to 2"	\$302.60	\$370.90	\$401.60	\$432.87
Sprinkler 8" to 3"	\$351.22	\$430.49	\$466.13	\$502.42
Sprinkler 8" to 4"	\$490.73	\$601.49	\$651.28	\$701.99
Sprinkler 8" to 6"	\$842.76	\$1,032.97	\$1,118.49	\$1,205.57

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

- All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. AC-1-RArden Cordova DistrictRESIDENTIAL METERED SERVICEAPPLICABILITY

Applicable to all residential metered water services provided to single-family residential customers.

TERRITORY

Arden Manor area located approximately six miles northeast of Sacramento and Rancho Cordova and vicinity, Sacramento County.

RATES

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
Quantity Rates:				
Tier 1: First 9,725 Gallon, per 100 Gallon	\$0.2998	\$0.3779	\$0.4034	\$0.4309
Tier 2: Next 24,686 Gallon, per 100 Gallon	\$0.3448	\$0.4346	\$0.4639	\$0.4956
Tier 3: Over 34,410 Gallon, per 100 Gallon	\$0.3965	\$0.4997	\$0.5335	\$0.5699
Tier 1: First 1300 cu.ft., per 100 cu.ft.	\$2.243	\$2.827	\$3.018	\$3.223
Tier 2: Next 3300 cu.ft., per 100 cu.ft.	\$2.579	\$3.251	\$3.470	\$3.707
Tier 3: Over 4600 cu.ft., per 100 cu.ft.	\$2.966	\$3.738	\$3.991	\$4.263
Service Charge:				
For 5/8 x 3/4" -inch meter	\$9.72	\$9.98	\$10.66	\$11.39
For 3/4" -inch meter	\$14.58	\$14.97	\$15.99	\$17.09
For 1" -inch meter	\$24.30	\$24.95	\$26.65	\$28.48
For 1-1/2" -inch meter	\$48.60	\$49.90	\$53.30	\$56.95
For 2" -inch meter	\$77.76	\$79.84	\$85.28	\$91.12
For 3" -inch meter	\$145.80	\$149.70	\$159.90	\$170.85
For 4" -inch meter	\$243.00	\$249.50	\$266.50	\$284.75
Sprinkler 1" to 5/8"	\$10.69	\$10.98	\$11.73	\$12.53
Sprinkler 1" to 3/4"	\$15.07	\$15.47	\$16.52	\$17.65
Sprinkler 1 1/2" to 3/4"	\$19.73	\$20.26	\$21.64	\$23.12
Sprinkler 1 1/2" to 1"	\$29.16	\$29.94	\$31.98	\$34.17
Sprinkler 2" to 3/4"	\$21.58	\$22.16	\$23.67	\$25.29
Sprinkler 2" to 1"	\$30.91	\$31.74	\$33.90	\$36.22

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

- All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. AC-1-NR

Arden Cordova District

NON-RESIDENTIAL METERED SERVICE

APPLICABILITY

Applicable to all metered water service except those under AC-1-R.

TERRITORY

Arden Manor area located approximately six miles northeast of Sacramento and Rancho Cordova and vicinity, Sacramento County.

RATES

Quantity Rates:

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
For all water delivered, per 100 Gallon	\$0.2998	\$0.3779	\$0.4034	\$0.4309
For all water delivered, per 100 cu.ft.	\$2.243	\$2.827	\$3.018	\$3.223
Service Charge:				
For 5/8 x 3/4" -inch meter	\$16.26	\$19.30	\$20.65	\$22.01
For 3/4" -inch meter	\$24.39	\$28.95	\$30.98	\$33.02
For 1" -inch meter	\$40.65	\$48.25	\$51.63	\$55.03
For 1-1/2" -inch meter	\$81.30	\$96.50	\$103.25	\$110.05
For 2" -inch meter	\$130.08	\$154.40	\$165.20	\$176.08
For 3" -inch meter	\$243.90	\$289.50	\$309.75	\$330.15
For 4" -inch meter	\$406.50	\$482.50	\$516.25	\$550.25
For 6" -inch meter	\$813.00	\$965.00	\$1,032.50	\$1,100.50
For 8" -inch meter	\$1,300.80	\$1,544.00	\$1,652.00	\$1,760.80
For 10" -inch meter	\$1,869.90	\$2,219.50	\$2,374.75	\$2,531.15
Sprinkler 6" to 1 1/2"	\$227.48	\$270.01	\$288.89	\$307.92
Sprinkler 6" to 2"	\$273.01	\$324.05	\$346.71	\$369.55
Sprinkler 6" to 3"	\$321.46	\$381.56	\$408.25	\$435.14
Sprinkler 6" to 4"	\$460.97	\$547.16	\$585.43	\$623.98
Sprinkler 8" to 2"	\$302.60	\$359.17	\$384.30	\$409.61
Sprinkler 8" to 3"	\$351.22	\$416.88	\$446.04	\$475.42
Sprinkler 8" to 4"	\$490.73	\$582.47	\$623.22	\$664.26
Sprinkler 8" to 6"	\$842.76	\$1,000.32	\$1,070.29	\$1,140.78

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1. All bills are subject to the reimbursement fee set forth on Schedule No. UF.
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Schedule No. BY-1-RBay Point DistrictRESIDENTIAL METERED SERVICEAPPLICABILITY

Applicable to all residential metered water services provided to single-family residential customers.

TERRITORY

Portions of the City of Pittsburg and vicinity, Contra Costa County

RATES

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
Quantity Rates:				
Tier 1: First 5,984 Gallon, per 100 Gallon	\$0.9227	\$0.9831	\$1.0243	\$1.0697
Tier 2: Next 5,236 Gallon, per 100 Gallon	\$1.0612	\$1.1305	\$1.1780	\$1.2303
Tier 3: Over 11,221 Gallon, per 100 Gallon	\$1.2202	\$1.3000	\$1.3547	\$1.4147
Tier 1: First 800 cu.ft., per 100 cu.ft.	\$6.902	\$7.354	\$7.662	\$8.002
Tier 2: Next 700 cu.ft., per 100 cu.ft.	\$7.938	\$8.457	\$8.812	\$9.203
Tier 3: Over 1,500 cu.ft., per 100 cu.ft.	\$9.128	\$9.725	\$10.134	\$10.583
Service Charge:				
For 5/8 x 3/4" -inch meter	\$22.04	\$23.78	\$24.78	\$25.87
For 3/4" -inch meter	\$33.06	\$35.67	\$37.17	\$38.81
For 1" -inch meter	\$55.10	\$59.45	\$61.95	\$64.68
For 1-1/2" -inch meter	\$110.20	\$118.90	\$123.90	\$129.35
For 2" -inch meter	\$176.32	\$190.24	\$198.24	\$206.96
Sprinkler 1" to 5/8"	\$22.92	\$24.73	\$25.77	\$26.90
Sprinkler 1" to 3/4"	\$33.50	\$36.15	\$37.67	\$39.32
Sprinkler 1 1/2" to 3/4"	\$37.69	\$40.66	\$42.37	\$44.24
Sprinkler 2" to 3/4"	\$39.45	\$42.57	\$44.36	\$46.31
Sprinkler 1 1/2" to 1"	\$59.51	\$64.21	\$66.91	\$69.85
Sprinkler 2" to 1"	\$61.27	\$66.11	\$68.89	\$71.92

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1. All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. BY-1-NRBay Point DistrictNON-RESIDENTIAL METERED SERVICEAPPLICABILITY

Applicable to all metered water service except those under BY-1-R.

TERRITORY

Portions of the City of Pittsburg and vicinity, Contra Costa County

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
<u>RATES</u>				
<u>Quantity Rates:</u>				
For all water delivered, per 100 Gallon	\$0.9227	\$0.9831	\$1.0243	\$1.0697
For all water delivered, per 100 cu.ft.	\$6.902	\$7.354	\$7.662	\$8.002
Service Charge:				
For 5/8 x 3/4" -inch meter	\$54.71	\$64.62	\$67.37	\$70.22
For 3/4" -inch meter	\$82.07	\$96.93	\$101.06	\$105.33
For 1" -inch meter	\$136.78	\$161.55	\$168.43	\$175.55
For 1-1/2" -inch meter	\$273.55	\$323.10	\$336.85	\$351.10
For 2" -inch meter	\$437.68	\$516.96	\$538.96	\$561.76
For 3" -inch meter	\$820.65	\$969.30	\$1,010.55	\$1,053.30
For 4" -inch meter	\$1,367.75	\$1,615.50	\$1,684.25	\$1,755.50
For 6" -inch meter	\$2,735.50	\$3,231.00	\$3,368.50	\$3,511.00
For 8" -inch meter	\$4,376.80	\$5,169.60	\$5,389.60	\$5,617.60
For 10" -inch meter	\$6,291.65	\$7,431.30	\$7,747.55	\$8,075.30
Sprinkler 6" to 1 1/2"	\$385.16	\$454.92	\$474.28	\$494.35
Sprinkler 6" to 2"	\$546.55	\$645.55	\$673.03	\$701.50
Sprinkler 6" to 3"	\$879.74	\$1,039.09	\$1,083.31	\$1,129.14
Sprinkler 8" to 2"	\$569.53	\$672.69	\$701.32	\$730.99
Sprinkler 8" to 3"	\$902.72	\$1,066.23	\$1,111.61	\$1,158.63

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1. All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. R1-CL-1Clearlake DistrictGENERAL METERED SERVICEClearlake Consolidated with Arden Cordova RMAAPPLICABILITY

Applicable to all metered water service.

TERRITORY

Clearlake Park and areas, Lake County.

RATES

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
Quantity Rates:				
For all water delivered, per 100 Gallont.	\$1.3966	\$1.3966	\$1.3966	\$1.3966
For all water delivered, per 100 cu. ft....	\$10.447	\$10.447	\$10.447	\$10.447
Service Charge:				
For 5/8 x 3/4-inch meter	\$53.93	\$53.93	\$53.93	\$53.93
For 3/4-inch meter	\$80.90	\$80.90	\$80.90	\$80.90
For 1-inch meter	\$134.83	\$134.83	\$134.83	\$134.83
For 1 1/2 inch meter	\$269.65	\$269.65	\$269.65	\$269.65
For 2-inch meter	\$431.44	\$431.44	\$431.44	\$431.44
For 3-inch meter	\$808.95	\$808.95	\$808.95	\$808.95
For 4-inch meter	\$1,348.25	\$1,348.25	\$1,348.25	\$1,348.25
For 6-inch meter	\$2,696.50	\$2,696.50	\$2,696.50	\$2,696.50
For 8-inch meter	\$4,314.40	\$4,314.40	\$4,314.40	\$4,314.40
For 10-inch meter	\$6,201.95	\$6,201.95	\$6,201.95	\$6,201.95
Sprinkler 1" to 5/8"	\$55.01	\$55.01	\$55.01	\$55.01
Sprinkler 1" to 3/4"	\$80.90	\$80.90	\$80.90	\$80.90
Sprinkler 1 1/2" to 3/4"	\$85.75	\$85.75	\$85.75	\$85.75
Sprinkler 2 " to 3/4"	\$87.37	\$87.37	\$87.37	\$87.37
Sprinkler 1 1/2 " to 1"	\$139.14	\$139.14	\$139.14	\$139.14
Sprinkler 2" to 1"	\$141.84	\$141.84	\$141.84	\$141.84

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1 All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. CL-1Clearlake DistrictGENERAL METERED SERVICEAPPLICABILITY

Applicable to all metered water service.

TERRITORY

Clearlake Park and areas, Lake County.

RATES

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
Quantity Rates:				
For all water delivered, per 100 Gallont.	\$1.3966	\$1.7173	\$1.8703	\$2.0413
For all water delivered, per 100 cu. ft....	\$10.447	\$12.846	\$13.991	\$15.270
Service Charge:				
For 5/8 x 3/4-inch meter	\$53.93	\$66.00	\$71.90	\$78.54
For 3/4-inch meter	\$80.90	\$99.00	\$107.85	\$117.81
For 1-inch meter	\$134.83	\$165.00	\$179.75	\$196.35
For 1 1/2 inch meter	\$269.65	\$330.00	\$359.50	\$392.70
For 2-inch meter	\$431.44	\$528.00	\$575.20	\$628.32
For 3-inch meter	\$808.95	\$990.00	\$1,078.50	\$1,178.10
For 4-inch meter	\$1,348.25	\$1,650.00	\$1,797.50	\$1,963.50
For 6-inch meter	\$2,696.50	\$3,300.00	\$3,595.00	\$3,927.00
For 8-inch meter	\$4,314.40	\$5,280.00	\$5,752.00	\$6,283.20
For 10-inch meter	\$6,201.95	\$7,590.00	\$8,268.50	\$9,032.10
Sprinkler 1" to 5/8"	\$55.01	\$67.32	\$73.34	\$80.11
Sprinkler 1" to 3/4"	\$80.90	\$99.00	\$107.85	\$117.81
Sprinkler 1 1/2" to 3/4"	\$85.75	\$104.94	\$114.32	\$124.88
Sprinkler 2 " to 3/4"	\$87.37	\$106.92	\$116.48	\$127.23
Sprinkler 1 1/2 " to 1"	\$139.14	\$170.28	\$185.50	\$202.63
Sprinkler 2" to 1"	\$141.84	\$173.58	\$189.10	\$206.56

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1 All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. LO-1-R

Los Osos District

GENERAL METERED SERVICE

APPLICABILITY

Applicable to all residential metered water services provided to single-family residential customers.

TERRITORY

Unincorporated areas south of the city of San Luis Obispo in the vicinity of Los Osos, San Luis Obispo County.

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
RATES				
Quantity Rates:				
Tier 1: First 5,984 Gallon, per 100 Gallon	\$1.6435	\$2.0531	\$2.1686	\$2.2929
Tier 2: Next 7,481 Gallon, per 100 Gallon	\$1.8900	\$2.3609	\$2.4938	\$2.6368
Tier 3: Over 13,465 Gallon, per 100 Gallon	\$2.1734	\$2.7152	\$2.8678	\$3.0324
Tier 1: First 800 cu. ft., per 100 cu. ft.	\$12.294	\$15.358	\$16.222	\$17.152
Tier 2: Next 1000 cu. ft., per 100 cu. ft.	\$14.138	\$17.661	\$18.655	\$19.725
Tier 3: Over 1,800 cu. ft., per 100 cu. ft.	\$16.258	\$20.311	\$21.453	\$22.684
Service Charge:				
For 5/8 x 3/4" -inch meter	\$26.61	\$31.96	\$33.76	\$35.67
For 3/4" -inch meter	\$39.92	\$47.94	\$50.64	\$53.51
For 1" -inch meter	\$66.53	\$79.90	\$84.40	\$89.18
For 1-1/2" -inch meter	\$133.05	\$159.80	\$168.80	\$178.35
For 2" -inch meter	\$212.88	\$255.68	\$270.08	\$285.36
Sprinkler 1" to 5/8"	\$27.67	\$33.24	\$35.11	\$37.10
Sprinkler 1" to 3/4"	\$40.45	\$48.58	\$51.32	\$54.22
Sprinkler 1 1/2" to 3/4"	\$45.50	\$54.65	\$57.73	\$61.00
Sprinkler 2" to 3/4"	\$47.63	\$57.21	\$60.43	\$63.85
Sprinkler 1 1/2" to 1"	\$71.85	\$86.29	\$91.15	\$96.31
Sprinkler 2" to 1"	\$73.98	\$88.85	\$93.85	\$99.16

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

- All bills are subject to the reimbursement fee set forth on Schedule No. UF.
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Schedule No. LO-1-NRLos Osos DistrictGENERAL METERED SERVICEAPPLICABILITY

Applicable to all metered water services except those covered under LO-1-R

TERRITORY

Unincorporated areas south of the city of San Luis Obispo in the vicinity of Los Osos,
San Luis Obispo County.

<u>RATES</u>	<u>Present 2023 Per Month</u>	<u>Proposed 2025 Per Month</u>	<u>Proposed 2026 Per Month</u>	<u>Proposed 2027 Per Month</u>
<u>Quantity Rates:</u>				
For all water delivered, per 100 Gallont.	\$1.6435	\$2.0531	\$2.1686	\$2.2929
For all water delivered, per 100 cu. ft.	\$12.294	\$15.358	\$16.222	\$17.152
Service Charge:				
For 5/8 x 3/4" -inch meter	\$41.74	\$48.91	\$51.49	\$53.94
For 3/4" -inch meter	\$62.61	\$73.37	\$77.24	\$80.91
For 1" -inch meter	\$104.35	\$122.28	\$128.73	\$134.85
For 1-1/2" -inch meter	\$208.70	\$244.55	\$257.45	\$269.70
For 2" -inch meter	\$333.92	\$391.28	\$411.92	\$431.52
For 3" -inch meter	\$626.10	\$733.65	\$772.35	\$809.10
For 4" -inch meter	\$1,043.50	\$1,222.75	\$1,287.25	\$1,348.50
For 6" -inch meter	\$2,087.00	\$2,445.50	\$2,574.50	\$2,697.00
For 8" -inch meter	\$3,339.20	\$3,912.80	\$4,119.20	\$4,315.20
For 10" -inch meter	\$4,800.10	\$5,624.65	\$5,921.35	\$6,203.10

The service charge is a readiness-to-serve charge applicable to all metered service
and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1. All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. LO-RCWLos Osos DistrictNON-RESIDENTIAL RECYCLED WATER SERVICEAPPLICABILITY

Applicable to all metered recycled (non-potable) water service for irrigation use, except those covered under LO-1-R.

TERRITORY

Unincorporated areas south of the city of San Luis Obispo in the vicinity of Los Osos, San Luis Obispo County.

	Present 2023	Proposed 2025	Proposed 2026	Proposed 2027
<u>RATES</u>	<u>Per Month</u>	<u>Per Month</u>	<u>Per Month</u>	<u>Per Month</u>
<u>Quantity Rates:</u>				
For all water delivered, per 100 Gallont.	\$1.4790	\$1.8477	\$1.9517	\$2.0636
For all water delivered, per 100 cu. ft.	\$11.064	\$13.822	\$14.600	\$15.437
Service Charge:				
For 5/8 x 3/4" -inch meter	\$41.74	\$48.91	\$51.49	\$53.94
For 3/4" -inch meter	\$62.61	\$73.37	\$77.24	\$80.91
For 1" -inch meter	\$104.35	\$122.28	\$128.73	\$134.85
For 1-1/2" -inch meter	\$208.70	\$244.55	\$257.45	\$269.70
For 2" -inch meter	\$333.92	\$391.28	\$411.92	\$431.52
For 3" -inch meter	\$626.10	\$733.65	\$772.35	\$809.10
For 4" -inch meter	\$1,043.50	\$1,222.75	\$1,287.25	\$1,348.50
For 6" -inch meter	\$2,087.00	\$2,445.50	\$2,574.50	\$2,697.00
For 8" -inch meter	\$3,339.20	\$3,912.80	\$4,119.20	\$4,315.20
For 10" -inch meter	\$4,800.10	\$5,624.65	\$5,921.35	\$6,203.10

Schedule No. SM-1-RSanta Maria DistrictGENERAL METERED SERVICEAPPLICABILITY

Applicable to all residential metered water services provided to single-family residential customers

TERRITORY

Within the established Santa Maria District, San Luis Obispo County and Santa Barbara County.

RATES

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
Quantity Rates:				
Tier 1: First 10,473 Gallon, per 100 Gallon	\$0.4977	\$0.6787	\$0.7219	\$0.7680
Tier 2: Next 20,945 Gallon, per 100 Gallon	\$0.5723	\$0.7806	\$0.8300	\$0.8832
Tier 3: Over 31,418 Gallon, per 100 Gallon	\$0.6581	\$0.8977	\$0.9546	\$1.0157
Tier 1: First 1400 cu.ft., per 100 cu.ft.	\$3.723	\$5.077	\$5.400	\$5.745
Tier 2: Next 2800 cu.ft., per 100 cu.ft.	\$4.281	\$5.839	\$6.209	\$6.607
Tier 3: Over 4200 cu.ft., per 100 cu.ft.	\$4.923	\$6.715	\$7.141	\$7.598
Service Charge:				
For 5/8 x 3/4" -inch meter	\$19.54	\$23.97	\$25.49	\$27.12
For 3/4" -inch meter	\$29.31	\$35.96	\$38.24	\$40.68
For 1" -inch meter	\$48.85	\$59.93	\$63.73	\$67.80
For 1-1/2" -inch meter	\$97.70	\$119.85	\$127.45	\$135.60
For 2" -inch meter	\$156.32	\$191.76	\$203.92	\$216.96
Sprinkler 1" to 5/8"	\$20.71	\$25.41	\$27.02	\$28.75
Sprinkler 1" to 3/4"	\$29.90	\$36.67	\$39.00	\$41.49
Sprinkler 1 1/2" to 3/4"	\$34.98	\$42.91	\$45.63	\$48.54
Sprinkler 2" to 3/4"	\$36.93	\$45.30	\$48.18	\$51.26
Sprinkler 1 1/2" to 1"	\$54.32	\$66.64	\$70.86	\$75.39
Sprinkler 2" to 1"	\$56.28	\$69.03	\$73.41	\$78.11

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1. All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. SM-1-NRSanta Maria DistrictGENERAL METERED SERVICEAPPLICABILITY

Applicable to all metered water services except those covered under SM-1-R

TERRITORY

Within the established Santa Maria District, San Luis Obispo County and Santa Barbara County.

<u>RATES</u>	<u>Present 2023 Per Month</u>	<u>Proposed 2025 Per Month</u>	<u>Proposed 2026 Per Month</u>	<u>Proposed 2027 Per Month</u>
<u>Quantity Rates:</u>				
For all water delivered, per 100 Gallont.	\$0.4977	\$0.6787	\$0.7219	\$0.7680
For all water delivered, per 100 cu.ft.	\$3.723	\$5.077	\$5.400	\$5.745
Service Charge:				
For 5/8 x 3/4" -inch meter	\$23.12	\$28.98	\$30.85	\$32.76
For 3/4" -inch meter	\$34.68	\$43.47	\$46.28	\$49.14
For 1" -inch meter	\$57.80	\$72.45	\$77.13	\$81.90
For 1-1/2" -inch meter	\$115.60	\$144.90	\$154.25	\$163.80
For 2" -inch meter	\$184.96	\$231.84	\$246.80	\$262.08
For 3" -inch meter	\$346.80	\$434.70	\$462.75	\$491.40
For 4" -inch meter	\$578.00	\$724.50	\$771.25	\$819.00
For 6" -inch meter	\$1,156.00	\$1,449.00	\$1,542.50	\$1,638.00
For 8" -inch meter	\$1,849.60	\$2,318.40	\$2,468.00	\$2,620.80
For 10" -inch meter	\$2,658.80	\$3,332.70	\$3,547.75	\$3,767.40

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1. All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. SM-3MLSanta Maria DistrictNON-RESIDENTIAL RECYCLED WATER SERVICEAPPLICABILITY

Applicable to metered irrigation water service.

TERRITORY

The unincorporated area known as Lake Marie Ranches located in the former Lake Marie Service Area.

RATES

	Present 2023 <u>Per Month</u>	Proposed 2025 <u>Per Month</u>	Proposed 2026 Per Month	Proposed 2027 Per Month
Quantity Rates:				
For all water delivered, per 100 Gallont.	\$0.3422	\$0.4518	\$0.4839	\$0.5187
For all water delivered, per 100 cu. ft.	\$2.560	\$3.380	\$3.620	\$3.880
Service Charge:				
For 3/4" -inch meter	\$97.46	\$128.69	\$137.80	\$147.61
For 1" -inch meter	\$109.56	\$144.67	\$154.91	\$165.94
For 3" -inch meter	\$257.69	\$340.27	\$364.35	\$390.29

Schedule No. SI-1-RSimi Valley DistrictGENERAL METERED SERVICEAPPLICABILITY

Applicable to all residential metered water services provided to single-family residential customers.

TERRITORY

Portions of the City of Simi Valley and vicinity, Ventura County.

RATES

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
Quantity Rates:				
Tier 1: First 7,481 Gallon, per 100 Gallon	\$0.5727	\$0.6803	\$0.7110	\$0.7453
Tier 2: Next 8,977 Gallon, per 100 Gallon	\$0.6585	\$0.7824	\$0.8177	\$0.8570
Tier 3: Over 16,457 Gallon, per 100 Gallon	\$0.7573	\$0.8997	\$0.9404	\$0.9855
Tier 1: First 1,000 cu.ft., per 100 cu.ft.	\$4.284	\$5.089	\$5.319	\$5.575
Tier 2: Next 1200 cu.ft., per 100 cu.ft.	\$4.926	\$5.853	\$6.117	\$6.411
Tier 3: Over 2200 cu.ft., per 100 cu.ft.	\$5.665	\$6.730	\$7.035	\$7.372
Service Charge:				
For 5/8 x 3/4" -inch meter	\$21.04	\$23.35	\$24.40	\$25.57
For 3/4" -inch meter	\$31.56	\$35.03	\$36.60	\$38.36
For 1" -inch meter	\$52.60	\$58.38	\$61.00	\$63.93
For 1-1/2" -inch meter	\$105.20	\$116.75	\$122.00	\$127.85
For 2" -inch meter	\$168.32	\$186.80	\$195.20	\$204.56
Sprinkler 1" to 5/8"	\$21.88	\$24.28	\$25.38	\$26.59
Sprinkler 1" to 3/4"	\$31.98	\$35.49	\$37.09	\$38.87
Sprinkler 1 1/2" to 3/4"	\$35.98	\$39.93	\$41.72	\$43.72
Sprinkler 2" to 3/4"	\$37.66	\$41.80	\$43.68	\$45.77
Sprinkler 1 1/2" to 1"	\$56.39	\$62.58	\$65.39	\$68.53
Sprinkler 2" to 1"	\$57.86	\$64.21	\$67.10	\$70.32

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

- All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. SI-1-NRSimi Valley DistrictGENERAL METERED SERVICEAPPLICABILITY

Applicable to all metered water service except those covered under SI-1-R.

TERRITORY

Portions of the City of Simi Valley and vicinity, Ventura County.

RATESQuantity Rates:

	Present 2023 <u>Per Month</u>	Proposed 2025 <u>Per Month</u>	Proposed 2026 <u>Per Month</u>	Proposed 2027 <u>Per Month</u>
For all water delivered, per 100 Gallon	\$0.5727	\$0.6803	\$0.7110	\$0.7453
For all water delivered, per 100 cu.ft.	\$4.284	\$5.089	\$5.319	\$5.575
Service Charge:				
For 5/8 x 3/4" -inch meter	\$23.01	\$25.57	\$26.64	\$27.94
For 3/4" -inch meter	\$34.52	\$38.36	\$39.96	\$41.91
For 1" -inch meter	\$57.53	\$63.93	\$66.60	\$69.85
For 1-1/2" -inch meter	\$115.05	\$127.85	\$133.20	\$139.70
For 2" -inch meter	\$184.08	\$204.56	\$213.12	\$223.52
For 3" -inch meter	\$345.15	\$383.55	\$399.60	\$419.10
For 4" -inch meter	\$575.25	\$639.25	\$666.00	\$698.50
For 6" -inch meter	\$1,150.50	\$1,278.50	\$1,332.00	\$1,397.00
For 8" -inch meter	\$1,840.80	\$2,045.60	\$2,131.20	\$2,235.20
For 10" -inch meter	\$2,646.15	\$2,940.55	\$3,063.60	\$3,213.10

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1. All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. ME-1-RRegion 2 (Metropolitan District)GENERAL METERED SERVICEAPPLICABILITY

Applicable to all residential metered water services defined under special condition no. 2

TERRITORY

Portions of the Cities of Artesia, Bell, Bell Gardens, Carson, Cerritos, Compton, Cudahy, Culver City, Downey, El Segundo, Gardena, Hawaiian Gardens, Hawthorne, Huntington Park, Inglewood, Lakewood, La Mirada, Lawndale, Long Beach, Norwalk, Paramount, Santa Fe Springs, South Gate, and the communities of Athens, Lennox, and Moneta and vicinity, Los Angeles County and portions of the City of Los Alamitos, Orange County.

RATES

	Present 2023 <u>Per Month</u>	Proposed 2025 <u>Per Month</u>	Proposed 2026 <u>Per Month</u>	Proposed 2027 <u>Per Month</u>
Quantity Rates:				
Tier 1: First 6,732 Gallon, per 100 Gallon	\$0.7177	\$0.8843	\$0.9220	\$0.9625
Tier 2: Next 8,977 Gallon, per 100 Gallon	\$0.8253	\$1.0169	\$1.0602	\$1.1069
Tier 3: Over 15,709 Gallon, per 100 Gallon	\$0.9491	\$1.1694	\$1.2193	\$1.2729
Tier 1: First 900 cu.ft., per 100 cu.ft.	\$5.369	\$6.615	\$6.897	\$7.200
Tier 2: Next 1200 cu.ft., per 100 cu.ft.	\$6.174	\$7.607	\$7.931	\$8.280
Tier 3: Over 2100 cu.ft., per 100 cu.ft.	\$7.100	\$8.748	\$9.121	\$9.522
Service Charge:				
For 5/8 x 3/4" -inch meter	\$19.88	\$23.16	\$24.15	\$25.20
For 3/4" -inch meter	\$29.82	\$34.74	\$36.23	\$37.80
For 1" -inch meter	\$49.70	\$57.90	\$60.38	\$63.00
For 1-1/2" -inch meter	\$99.40	\$115.80	\$120.75	\$126.00
For 2" -inch meter	\$159.04	\$185.28	\$193.20	\$201.60
Sprinkler 1" to 5/8"	\$21.87	\$25.48	\$26.57	\$27.72
Sprinkler 1" to 3/4"	\$29.82	\$34.74	\$36.23	\$37.80
Sprinkler 1 1/2" to 3/4"	\$33.80	\$39.37	\$41.06	\$42.84
Sprinkler 2" to 3/4"	\$35.78	\$41.69	\$43.47	\$45.36
Sprinkler 1 1/2" to 1"	\$53.68	\$62.53	\$65.21	\$68.04
Sprinkler 2" to 1"	\$55.66	\$64.85	\$67.62	\$70.56

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1. All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. ME-1-NRREGION 2: Metropolitan DistrictGENERAL METERED SERVICEAPPLICABILITY

Applicable to all metered water services except those covered under ME-1-R

TERRITORY

Portions of the Cities of Artesia, Bell, Bell Gardens, Carson, Cerritos, Compton, Cudahy, Culver City, Downey, El Segundo, Gardena, Hawaiian Gardens, Hawthorne, Huntington Park, Inglewood, Lakewood, La Mirada, Lawndale, Long Beach, Norwalk, Paramount, Santa Fe Springs, South Gate, and the communities of Athens, Lennox, and Moneta and vicinity, Los Angeles County and portions of the City of Los Alamitos, Orange County.

<u>RATES</u>	<u>Present 2023 Per Month</u>	<u>Proposed 2025 Per Month</u>	<u>Proposed 2026 Per Month</u>	<u>Proposed 2027 Per Month</u>
<u>Quantity Rates:</u>				
For all water delivered, per 100 Gallont.	\$0.7177	\$0.8843	\$0.9220	\$0.9625
For all water delivered, per 100 cu. ft.	\$5.369	\$6.615	\$6.897	\$7.200
<u>Service Charge:</u>				
For 5/8 x 3/4" -inch meter	\$28.52	\$33.53	\$34.95	\$36.46
For 3/4" -inch meter	\$42.78	\$50.30	\$52.43	\$54.69
For 1" -inch meter	\$71.30	\$83.83	\$87.38	\$91.15
For 1-1/2" -inch meter	\$142.60	\$167.65	\$174.75	\$182.30
For 2" -inch meter	\$228.16	\$268.24	\$279.60	\$291.68
For 3" -inch meter	\$427.80	\$502.95	\$524.25	\$546.90
For 4" -inch meter	\$713.00	\$838.25	\$873.75	\$911.50
For 6" -inch meter	\$1,426.00	\$1,676.50	\$1,747.50	\$1,823.00
For 8" -inch meter	\$2,281.60	\$2,682.40	\$2,796.00	\$2,916.80
For 10" -inch meter	\$3,279.80	\$3,855.95	\$4,019.25	\$4,192.90
Sprinkler 3" to 5/8"	\$79.86	\$93.88	\$97.86	\$102.09
Sprinkler 4" to 5/8"	\$95.26	\$111.99	\$116.73	\$121.78
Sprinkler 4" to 1"	\$137.18	\$161.28	\$168.11	\$175.37
Sprinkler 4" to 1 1/2"	\$203.63	\$239.40	\$249.54	\$260.32
Sprinkler 4" to 3"	\$443.20	\$521.06	\$543.12	\$566.59
Sprinkler 6" to 5/8"	\$131.48	\$154.57	\$161.12	\$168.08
Sprinkler 6" to 1"	\$173.40	\$203.86	\$212.50	\$221.68
Sprinkler 6" to 1 1/2"	\$239.85	\$281.99	\$293.93	\$306.63
Sprinkler 6" to 2"	\$323.13	\$379.89	\$395.98	\$413.09
Sprinkler 6" to 3"	\$479.42	\$563.64	\$587.51	\$612.89
Sprinkler 6" to 4"	\$749.22	\$880.83	\$918.14	\$957.80
Sprinkler 8" to 5/8"	\$151.16	\$177.71	\$185.24	\$193.24
Sprinkler 8" to 1"	\$193.37	\$227.33	\$236.96	\$247.20
Sprinkler 8" to 1 1/2"	\$259.53	\$305.12	\$318.05	\$331.79
Sprinkler 8" to 2"	\$342.81	\$403.03	\$420.10	\$438.25
Sprinkler 8" to 3"	\$499.10	\$586.78	\$611.63	\$638.05
Sprinkler 10" to 2"	\$433.79	\$509.99	\$531.59	\$554.56

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1. All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. ME-3REGION 2: Metropolitan DistrictRECLAIMED WATER SERVICEAPPLICABILITY

Applicable to all metered reclaimed (non-potable) water service for irrigation and/or industrial use.

TERRITORY

Portions of the Cities of Artesia, Bell, Bell Gardens, Carson, Cerritos, Compton, Cudahy, Culver City, Downey, El Segundo, Gardena, Hawaiian Gardens, Hawthorne, Huntington Park, Inglewood, Lakewood, La Mirada, Lawndale, Long Beach, Norwalk, Paramount, Santa Fe Springs, South Gate, and the communities of Athens, Lennox, and Moneta and vicinity, Los Angeles County and portions of the City of Los Alamitos, Orange County.

RATES

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
Quantity Rates:				
For all water delivered, per 100 Gallont.	\$0.5024	\$0.6189	\$0.6454	\$0.6737
For all water delivered, per 100 cu. ft.	\$3.758	\$4.630	\$4.828	\$5.040
Service Charge:				
For 5/8 x 3/4" -inch meter	\$19.96	\$23.47	\$24.47	\$25.52
For 3/4" -inch meter	\$29.94	\$35.21	\$36.71	\$38.28
For -inch meter	\$49.90	\$58.68	\$61.18	\$63.80
For 1-1/2" -inch meter	\$99.80	\$117.35	\$122.35	\$127.60
For 2" -inch meter	\$159.68	\$187.76	\$195.76	\$204.16
For 3" -inch meter	\$299.40	\$352.05	\$367.05	\$382.80
For 4" -inch meter	\$499.00	\$586.75	\$611.75	\$638.00
For 6" -inch meter	\$998.00	\$1,173.50	\$1,223.50	\$1,276.00
For 8" -inch meter	\$1,596.80	\$1,877.60	\$1,957.60	\$2,041.60
For 10" -inch meter	\$2,295.40	\$2,699.05	\$2,814.05	\$2,934.80

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1. All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. R3-1-R

Region 3 Customer Service Areas

GENERAL METERED SERVICE

APPLICABILITY

Applicable to all residential metered water services defined under special condition no. 2

TERRITORY

Barstow and vicinity, San Bernardino County, the City of Claremont, portions of Montclair, Pomona, Upland, within the area north of Thompson Creek and the Padua Hills Service Area, and adjacent unincorporated territory in Los Angeles and San Bernardino Counties, the City of Calipatria and community of Niland, and the adjacent territory in Imperial County, the vicinity of Victorville and Lucerne, San Bernardino County, all or portions of the Cities of Cypress, La Palma, Los Alamitos, Placentia, Seal Beach, Stanton, Yorba-Linda and vicinity, Cowan Heights, Orange County; San Dimas, Charter Oak and vicinity, Los Angeles County; and portions of the Cities of Arcadia, El Monte, Irwindale, Monrovia, Monterey Park, Rosemead, San Gabriel, Temple City and vicinity, Los Angeles County; Morongo Valley and vicinity, San Bernardino County and Wrightwood and vicinity, San Bernardino and Los Angeles Counties

RATES

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
Quantity Rates:				
Tier 1: First 8,977 Gallon, per 100 Gallon	\$0.6169	\$0.7778	\$0.8098	\$0.8446
Tier 2: Next 23,938 Gallon, per 100 Gallon	\$0.7094	\$0.8945	\$0.9314	\$0.9713
Tier 3: Over 32,914 Gallon, per 100 Gallon	\$0.8159	\$1.0287	\$1.0710	\$1.1170
Tier 1: First 1200 cu.ft., per 100 cu.ft.	\$4.615	\$5.818	\$6.058	\$6.318
Tier 2: Next 3200 cu.ft., per 100 cu.ft.	\$5.307	\$6.691	\$6.967	\$7.266
Tier 3: Over 4400 cu.ft., per 100 cu.ft.	\$6.103	\$7.695	\$8.012	\$8.356
Service Charge:				
For 5/8 x 3/4" -inch meter	\$18.72	\$22.79	\$23.72	\$24.73
For 3/4" -inch meter	\$28.08	\$34.19	\$35.58	\$37.09
For 1" -inch meter	\$46.80	\$56.98	\$59.30	\$61.82
For 1-1/2" -inch meter	\$93.60	\$113.96	\$118.59	\$123.65
For 2" -inch meter	\$149.76	\$182.33	\$189.74	\$197.83
Sprinkler 1" to 5/8"	\$19.66	\$23.93	\$24.90	\$25.97
Sprinkler 1" to 3/4"	\$28.36	\$34.53	\$35.93	\$37.46
Sprinkler 1 1/2" to 3/4"	\$32.95	\$40.11	\$41.74	\$43.52
Sprinkler 2" to 3/4"	\$34.82	\$42.39	\$44.12	\$46.00
Sprinkler 1 1/2" to 1"	\$51.48	\$62.68	\$65.22	\$68.00
Sprinkler 2" to 1"	\$52.98	\$64.50	\$67.12	\$69.98

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

- 1 All bills are subject to the reimbursement fee set forth on Schedule No. UF.
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Schedule No. R3-1-NR

Region 3 Customer Service Areas

GENERAL METERED SERVICE

APPLICABILITY

Applicable to all metered water services except those covered under R3-1-R

TERRITORY

Barstow and vicinity, San Bernardino County, the City of Claremont, portions of Montclair, Pomona, Upland, within the area north of Thompson Creek and the Padua Hills Service Area, and adjacent unincorporated territory in Los Angeles and San Bernardino Counties, the City of Calipatria and community of Niland, and the adjacent territory in Imperial County, the vicinity of Victorville and Lucerne, San Bernardino County, all or portions of the Cities of Cypress, La Palma, Los Alamitos, Placentia, Seal Beach, Stanton, Yorba-Linda and vicinity, Cowan Heights, Orange County; San Dimas, Charter Oak and vicinity, Los Angeles County; and portions of the Cities of Arcadia, El Monte, Irwindale, Monrovia, Monterey Park, Rosemead, San Gabriel, Temple City and vicinity, Los Angeles County; Morongo Valley and vicinity, San Bernardino County and Wrightwood and vicinity, San Bernardino and Los Angeles Counties

<u>RATES</u>	Present 2023 <u>Per Month</u>	Proposed 2025 <u>Per Month</u>	Proposed 2026 <u>Per Month</u>	Proposed 2027 <u>Per Month</u>
<u>Quantity Rates:</u>				
For all water delivered, per 100 Gallont.	\$0.6169	\$0.7778	\$0.8098	\$0.8446
For all water delivered, per 100 cu. ft.	\$4.615	\$5.818	\$6.058	\$6.318
<u>Service Charge:</u>				
For 5/8 x 3/4" -inch meter	\$30.50	\$38.71	\$40.26	\$41.95
For 3/4" -inch meter	\$45.75	\$58.07	\$60.39	\$62.93
For 1" -inch meter	\$76.25	\$96.78	\$100.65	\$104.88
For 1-1/2" -inch meter	\$152.50	\$193.55	\$201.30	\$209.75
For 2" -inch meter	\$244.00	\$309.68	\$322.08	\$335.60
For 3" -inch meter	\$457.50	\$580.65	\$603.90	\$629.25
For 4" -inch meter	\$762.50	\$967.75	\$1,006.50	\$1,048.75
For 6" -inch meter	\$1,525.00	\$1,935.50	\$2,013.00	\$2,097.50
For 8" -inch meter	\$2,440.00	\$3,096.80	\$3,220.80	\$3,356.00
For 10" -inch meter	\$3,507.50	\$4,451.65	\$4,629.90	\$4,824.25
Sprinkler 3" to 5/8"	\$85.71	\$108.78	\$113.13	\$117.88
Sprinkler 3" to 3/4"	\$100.65	\$127.74	\$132.86	\$138.44
Sprinkler 3" to 1 1/2"	\$201.61	\$255.87	\$266.12	\$277.29
Sprinkler 3" to 2"	\$290.67	\$368.91	\$383.68	\$399.78
Sprinkler 4" to 3/4"	\$117.12	\$148.65	\$154.60	\$161.09
Sprinkler 4" to 1"	\$148.84	\$188.90	\$196.47	\$204.72
Sprinkler 4" to 1 1/2"	\$218.08	\$276.78	\$287.86	\$299.94
Sprinkler 4" to 2"	\$307.44	\$390.20	\$405.82	\$422.86
Sprinkler 4" to 3"	\$473.97	\$601.55	\$625.64	\$651.90
Sprinkler 6" to 5/8"	\$141.52	\$179.61	\$186.81	\$194.65
Sprinkler 6" to 1"	\$186.36	\$236.52	\$245.99	\$256.31
Sprinkler 6" to 1 1/2"	\$257.12	\$326.33	\$339.39	\$353.64
Sprinkler 6" to 2"	\$346.48	\$439.75	\$457.35	\$476.55
Sprinkler 6" to 3"	\$513.01	\$651.10	\$677.17	\$705.60
Sprinkler 8" to 5/8"	\$162.57	\$206.32	\$214.59	\$223.59
Sprinkler 8" to 2"	\$367.53	\$466.46	\$485.13	\$505.50
Sprinkler 8" to 3"	\$534.36	\$678.20	\$705.36	\$734.96
Sprinkler 8" to 4"	\$822.89	\$1,044.40	\$1,086.21	\$1,131.81
Sprinkler 8" to 6"	\$1,546.35	\$1,962.60	\$2,041.18	\$2,126.87

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

- 1 All bills are subject to the reimbursement fee set forth on Schedule No. UF.
-
-

Schedule No. R3-CM-7ML

Claremont Customer Service Area

LIMITED METERED SERVICE

APPLICABILITY

Applicable to all metered water service. To the City of Claremont

TERRITORY

The City of Claremont, Los Angeles County

RATES

Quantity Rates:

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
For all water delivered, per 100 Gallont.	\$0.3085	\$0.3889	\$0.4049	\$0.4223
For all water delivered, per 100 cu. ft.	\$2.308	\$2.909	\$3.029	\$3.159
Service Charge:				
For 5/8 x 3/4" -inch meter	\$30.50	\$38.71	\$40.26	\$41.95
For 3/4" -inch meter	\$45.75	\$58.07	\$60.39	\$62.93
For 1" -inch meter	\$76.25	\$96.78	\$100.65	\$104.88
For 1-1/2" -inch meter	\$152.50	\$193.55	\$201.30	\$209.75
For 2" -inch meter	\$244.00	\$309.68	\$322.08	\$335.60
For 3" -inch meter	\$457.50	\$580.65	\$603.90	\$629.25
For 4" -inch meter	\$762.50	\$967.75	\$1,006.50	\$1,048.75
For 6" -inch meter	\$1,525.00	\$1,935.50	\$2,013.00	\$2,097.50
For 8" -inch meter	\$2,440.00	\$3,096.80	\$3,220.80	\$3,356.00
For 10" -inch meter	\$3,507.50	\$4,451.65	\$4,629.90	\$4,824.25

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

- 1 All bills are subject to the reimbursement fee set forth on Schedule No. UF.
-
-

Schedule No. R3-CMH-3M

Claremont Customer Service Area

MEASURED IRRIGATION SERVICE

APPLICABILITY

Applicable to all metered irrigation service.

TERRITORY

Within the City of Claremont, in Los Angeles County, bounded on the east by the County Line, on the south by Bluefield Drive and its easterly extension, on the west by Bonnie Brea Avenue and its northerly extension, on the north by the westerly extension of 21st Street.

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
<u>RATES</u>				
<u>Quantity Rates:</u>				
For all water delivered, per 100 Gallont.	\$0.0894	\$0.1120	\$0.1170	\$0.1223
For all water delivered, per 100 cu. ft.	\$0.669	\$0.838	\$0.875	\$0.915
Turn-on Charge				
For each turn-on	\$3.00	\$3.00	\$3.00	\$3.00

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1 All bills are subject to the reimbursement fee set forth on Schedule No. UF.

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Schedule No. R3-SD-3Region 3 San Dimas Customer Service AreaMEASURED IRRIGATION SERVICEAPPLICABILITY

Applicable to all measured irrigation service.

TERRITORY

San Dimas, Charter Oak and vicinity, Los Angeles County.

RATESQuantity Rates:

	Present 2023 <u>Per Month</u>	Proposed 2025 <u>Per Month</u>	Proposed 2026 <u>Per Month</u>	Proposed 2027 <u>Per Month</u>
For all water delivered, per 100 Gallont.	\$0.2374	\$0.2976	\$0.3105	\$0.3247
For all water delivered, per 100 cu. ft.	\$1.776	\$2.226	\$2.323	\$2.429

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

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Schedule No. R3-OC-3M

Region 3 Orange County Customer Service Area

METERED IRRIGATION SERVICE

APPLICABILITY

Applicable to irrigation service furnished on a metered basis to territory in this schedule.

TERRITORY

The incorporated City of Placentia.

RATES

	Present 2023 <u>Per Year</u>	Proposed 2025 <u>Per Year</u>	Proposed 2026 <u>Per Year</u>	Proposed 2027 <u>Per Year</u>
<u>Quantity Rates:</u>				
For all water delivered, per 100 Gallont.	\$0.4190	\$0.5251	\$0.5481	\$0.5731
For all water delivered, per 100 cu. ft.	\$3.134	\$3.928	\$4.100	\$4.287
Service Charge:				
For 2" -inch meter	\$467.12	\$585.44	\$611.04	\$638.96
For 3" -inch meter	\$531.93	\$666.67	\$695.82	\$727.62
For 4" -inch meter	\$1,253.05	\$1,570.44	\$1,639.11	\$1,714.01
For 6" -inch meter	\$1,695.06	\$2,124.42	\$2,217.31	\$2,318.63
For 8" -inch meter	\$2,824.33	\$3,539.72	\$3,694.50	\$3,863.31

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

- 1 All bills are subject to the reimbursement fee set forth on Schedule No. UF.
-
-

Schedule No. R3-3

Region III Territory

IRRIGATION WATER SERVICE TO FOREST LAWN
MEMORIAL-PARK - COVINA HILLS

APPLICABILITY

Applicable to water service supplied for back-up irrigation purposes to Forest Lawn Memorial Park - Covina Hills, located in an unincorporated area of Los Angeles County, CA.

TERRITORY

In the vicinity of San Dimas, Los Angeles County.

	Present 2023 <u>Per Month</u>	Proposed 2025 <u>Per Month</u>	Proposed 2026 <u>Per Month</u>	Proposed 2027 <u>Per Month</u>
<u>RATES</u>				
<u>Quantity Rates:</u>				
For all water delivered, per 100 Gallont.	\$0.2374	\$0.2976	\$0.3105	\$0.3247
Potable Water Quantity Fee (See Speci	\$1.776	\$2.226	\$2.323	\$2.429
All potable water used, per 100 cu. ft.....				
Water Service Fee				
For service to Forest Lawn				
Memorial-Park - Covina Hills.....	\$3,971.19	\$4,058.22	\$4,055.16	\$4,052.21

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

- 1 All bills are subject to the reimbursement fee set forth on Schedule No. UF.
-
-

Schedule No. R3-DEM-2H
Region 3 Desert Customer Service Area
Morongo Valley

HAULAGE FLAT RATE SERVICE

APPLICABILITY

Applicable to all water delivered from Company designated outlets for haulage by customers for domestic use.

TERRITORY

Morongo Valley and vicinity, San Bernardino County.

RATES

	Present 2023 <u>Per Month</u>	Proposed 2025 <u>Per Month</u>	Proposed 2026 <u>Per Month</u>	Proposed 2027 <u>Per Month</u>
For water delivered for domestic use only and wh For service to Forest Lawn	\$59.96	\$75.15	\$78.44	\$82.02
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Schedule No. R3-RCWRegion 3 Customer Service AreasNON-RESIDENTIAL RECYCLED WATER SERVICEAPPLICABILITY

Applicable to all metered recycled (non-potable) water service for irrigation and/or industrial use except except those covered under R3-1-R

TERRITORY

San Gabriel and vicinity, Los Angeles County.

<u>RATES</u>	<u>Present 2023 Per Month</u>	<u>Proposed 2025 Per Month</u>	<u>Proposed 2026 Per Month</u>	<u>Proposed 2027 Per Month</u>
<u>Quantity Rates:</u>				
For all water delivered, per 100 Gallont.	\$0.5244	\$0.6611	\$0.6883	\$0.7179
For all water delivered, per 100 cu. ft.	\$3.923	\$4.945	\$5.149	\$5.370
Service Charge:				
For 5/8 x 3/4" -inch meter	\$30.50	\$38.71	\$40.26	\$41.95
For 3/4" -inch meter	\$45.75	\$58.07	\$60.39	\$62.93
For 1" -inch meter	\$76.25	\$96.78	\$100.65	\$104.88
For 1-1/2" -inch meter	\$152.50	\$193.55	\$201.30	\$209.75
For 2" -inch meter	\$244.00	\$309.68	\$322.08	\$335.60
For 3" -inch meter	\$457.50	\$580.65	\$603.90	\$629.25
For 4" -inch meter	\$762.50	\$967.75	\$1,006.50	\$1,048.75
For 6" -inch meter	\$1,525.00	\$1,935.50	\$2,013.00	\$2,097.50
For 8" -inch meter	\$2,440.00	\$3,096.80	\$3,220.80	\$3,356.00
For 10" -inch meter	\$3,507.50	\$4,451.65	\$4,629.90	\$4,824.25

Schedule No. LI

Customer Assistance Program (CAP)

Domestic Service - Single Family Accommodation

Arden Cordova and Clearlake Consolidated

APPLICABILITY

Applicable to residential water service for domestic use rendered to low-income households where the customer meets all the Special Conditions of this rate schedule.

TERRITORY

Within all Customer Service Areas served by the Company.

RATES

Discount applied to the regular filed tariff in the applicable Customer Service Area.

CSA	Monthly CAP Credit Amount
Arden Cordova (RMA) Consolidated	\$8.00
Bay Point (RMA)	\$20.00
Clearlake (RMA) Consolidated	\$32.00
Los Osos (RMA)	\$38.00
Santa Maria (RMA)	\$15.00
Simi Valley (RMA)	\$15.00
Region 2 - Metro (RMA)	\$21.00
Region 3 - (RMA)	\$16.00

QUALIFIED NON-PROFIT GROUP LIVING FACILITIES RATES

Non-profit group living facilities, agricultural employee housing facilities, and migrant farm worker housing centers will receive a flat monthly credit of \$34.71

Schedule No. LI

Customer Assistance Program (CAP)

Domestic Service - Single Family Accommodation

APPLICABILITY

Applicable to residential water service for domestic use rendered to low-income households where the customer meets all the Special Conditions of this rate schedule.

TERRITORY

Within all Customer Service Areas served by the Company.

RATES

Discount applied to the regular filed tariff in the applicable Customer Service Area.

CSA	Monthly CAP Credit Amount
Arden Cordova -Stand-alone	\$8.00
Bay Point	\$20.00
Clearlake -Stand-alone	\$39.00
Los Osos	\$38.00
Santa Maria	\$15.00
Simi Valley	\$15.00
Region 2	\$21.00
Region 3	\$16.00

QUALIFIED NON-PROFIT GROUP LIVING FACILITIES RATES

Non-profit group living facilities, agricultural employee housing facilities, and migrant farm worker housing centers will receive a flat monthly credit of \$34.71

Schedule No. AA-4

All Districts

PRIVATE FIRE PROTECTION SERVICE

APPLICABILITY

Applicable to all water service rendered for private fire protection purposes.

TERRITORY

Applicable within the Arden-Cordova, Barstow, Bay, Calipatria-Niland, Clearlake, Desert, Los Osos, Metropolitan, Ojai, Orange County, Pomona Valley, San Dimas, Santa Maria, San Gabriel Valley, Simi Valley, and Wrightwood Districts

	Present 2023 Per Month	Proposed 2025 Per Month	Proposed 2026 Per Month	Proposed 2027 Per Month
RATES				
For each inch of diameter of service connection	\$6.50	\$8.00	\$8.00	\$8.00

SPECIAL CONDITIONS

1. The customer will pay, without refund, the entire cost of the private fire service.
-
-

08/11/23

GOLDEN STATE WATER COMPANY PROPOSED RATE CASE PLAN SCHEDULE FOR 2023/24

Regions 1, 2 & 3 and General Office

	<u>Date</u>	<u>Schedule</u>	<u>Shift Due to Items Scheduled for Saturdays/Sundays and Holidays</u>
Proposed Application Tendered	01-Jun-23	-60	
Deficiency Letter Mailed	03-Jul-23	-30	2
Appeal to Executive Director	06-Jul-23	-25	
Executive Director Acts	11-Jul-23	-20	
Application Filed	14-Aug-23	0	
PHC & PPH, start if any	24-Aug-23	10	
PHC finish if any	28-Oct-23	75	
Update Applicant's Showing	22-Nov-23	100	
PPH finish if any	20-Feb-24	190	
CalPA testimony	20-Feb-24	190	
Other Parties serve Testimony	05-Mar-24	204	
Utility Distributes Rebuttal Testimony	22-Apr-24	250	2
Formal Settlement Negotiations (ADR), start	26-Apr-24	256	
Formal Settlement Negotiations (ADR), end	16-May-24	276	
Evidentiary Hearings start (if required)	16-May-24	276	
Evidentiary Hearings end (if required)	05-Jun-24	296	
Opening Briefs Filed and Served	05-Jul-24	326	
Motion for Interim Rates and Status Conference	05-Jul-24	326	
Mandatory Status Conference	08-Jul-24	327	2
Reply Briefs Filed and Served	15-Jul-24	336	
Water Division Technical Conference	05-Aug-24	356	1
ALJ's Proposed Decision Mailed	04-Nov-24	446	2
Comments on Proposed Decision	22-Nov-24	466	
Reply Comments	27-Nov-24	471	
Commission Meeting	12-Dec-24	486	

Submit MDR with Proposed Application	01-Jun-23
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A0634227

**CERTIFICATE OF AMENDMENT
OF
RESTATED ARTICLES OF INCORPORATION
OF
SOUTHERN CALIFORNIA WATER COMPANY,
a California corporation**

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

SEP 30 2005

Floyd E. Wicks and Robert J. Sprowls certify that:

1. They are the duly elected and acting President and Chief Executive Officer and Chief Financial Officer, Senior Vice President-Finance and Secretary, respectively, of the corporation named above.

2. The Restated Articles of Incorporation of the corporation are amended by amending Article One to read as follows:

NAME

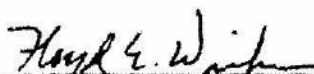
One: The name of the corporation is Golden State Water Company.

3. The above amendment has been approved by the Board of Directors of the corporation.

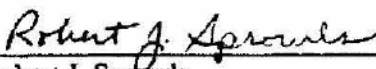
4. The above amendment was approved by the vote of the sole shareholder of the corporation in accordance with Section 902 of the California Corporations Code; the total number of outstanding shares of each class entitled to vote with respect to the amendment was 122 Common Shares, all of which voted in favor of the above amendment.

We further declare under penalty of perjury under the law of the State of California that the matters set forth in this certificate are true and correct of our own knowledge:

September 16, 2005



Floyd E. Wicks
President and Chief Executive Officer



Robert J. Sprowls
Chief Financial Officer, Senior Vice President-Finance and
Secretary



GOLDEN STATE WATER COMPANY

BALANCE SHEET

	June 30, 2023	December 31, 2022		June 30, 2023	December 31, 2022
	(in thousands)			(in thousands)	
Assets			Capitalization and Liabilities		
Utility Plant, at cost			Capitalization		
Water.....	\$ 2,037,064	\$ 2,006,468	Common shareholder's equity.....	\$ 677,425	\$ 643,906
	2,037,064	2,006,468	Long-term debt.....	541,568	411,748
Less - Accumulated depreciation.....	(538,429)	(530,925)	Total capitalization.....	1,218,993	1,055,654
	1,498,635	1,475,543			
Construction work in progress.....	168,065	141,175			
Net utility plant.....	1,666,700	1,616,718			
Other Property and Investments			Current Liabilities		
State Water Project.....	2,510	2,611	Long-term debt - current.....	414	399
Other physical property, net.....	676	681	Accounts payable.....	58,151	65,944
Other Investments.....	34,041	30,954	Income taxes payable to Parent.....	18,798	-
Funds held in trust.....	416	409	Accrued employee expenses.....	10,183	11,233
Total other property and investments.....	37,643	34,655	Accrued interest.....	7,031	4,364
			Operating lease liabilities.....	1,759	1,788
			Other.....	23,020	24,653
			Total current liabilities.....	119,356	108,381
Current Assets			Other Credits		
Cash and cash equivalents.....	367	370	Notes Payable to Bank.....	78,000	-
Accounts receivable - customers (less allowance for doubtful accounts of \$3,994 in 2023 and \$4,143 in 2022).....	24,621	23,107	Advances for construction.....	63,500	64,331
Other accounts receivable - customers (less allowance for doubtful accounts of \$53 in 2023 and \$53 in 2022).....	2,774	2,721	Contributions in aid of construction.....	148,660	147,918
Intercompany receivable.....	458	621	Deferred income taxes.....	140,762	138,788
Income taxes receivable from Parent.....	-	1,692	Unamortized investment tax credits.....	1,046	1,082
Unbilled revenue.....	15,376	15,006	Accrued pension and other postretirement benefits.....	35,695	33,421
Materials and supplies, at average cost.....	6,505	6,120	Intercompany note payable.....	-	129,000
Regulatory assets - current.....	25,360	14,028	Regulatory liabilities.....	-	40,602
Prepayments and other current assets.....	6,699	4,464	Other.....	14,451	14,253
Total current assets.....	82,160	68,129	Operating lease liabilities.....	6,952	7,878
			Total other credits.....	489,066	577,273
Regulatory and Other Assets			Total Capitalization and Liabilities		
Unamortized debt expense and redemption premium.....	702	-			
Operating lease right-of-use assets.....	8,222	9,208			
Regulatory assets.....	19,445	-			
Other accounts receivable.....	833	833			
Other.....	11,710	11,765			
Total regulatory and other assets.....	40,912	21,806			
Total Assets	\$ 1,827,415	\$ 1,741,308			

GOLDEN STATE WATER COMPANY
STATEMENT OF INCOME FOR WATER SEGMENT
MONTH ENDED AND YEAR TO DATE
June 30, 2023 and 2022

	THIS MONTH		Increase (Decrease)	Percent Change	YEAR TO DATE		Increase (Decrease)	Percent Change	TWELVE MONTHS ENDED		Increase (Decrease)	Percent Change
	June, 2023	June, 2022			June, 2023	June, 2022			June, 2023	June, 2022		
Operating Revenues												
Water	\$ 51,463,932	\$ 32,075,695	\$ 19,388,237	60.45%	\$ 227,358,661	\$ 162,326,182	\$ 65,032,479	40.06%	\$ 400,822,951	\$ 339,817,535	\$ 61,005,416	17.95%
Total operating revenues	51,463,932	32,075,695	19,388,237	60.45%	227,358,661	162,326,182	65,032,479	40.06%	400,822,951	339,817,535	61,005,416	17.95%
Supply Costs												
Water Purchased	6,198,458	6,642,049	(443,591)	-6.68%	32,373,941	37,810,700	(5,436,759)	-14.38%	70,501,947	79,556,316	(9,054,369)	-11.38%
Supply cost balancing accounts	1,629,153	97,276	1,531,877	1574.78%	15,412,413	(6,587,339)	21,979,751	-334.68%	13,336,800	(11,531,565)	24,868,365	-215.65%
Power for pumping	1,015,615	1,045,366	(29,751)	-2.85%	5,222,762	5,303,832	(81,069)	-1.53%	11,779,745	11,400,533	379,212	3.33%
Pump taxes	1,731,958	1,719,353	12,605	0.73%	9,198,043	9,075,579	122,463	1.35%	19,193,835	18,827,222	366,613	1.95%
Total supply costs	10,575,183	9,504,044	1,071,140	11.27%	62,207,189	45,622,773	16,584,386	36.35%	114,812,326	98,252,506	16,559,821	16.85%
Revenues Less Supply Costs	40,888,749	22,571,651	18,317,097	81.15%	165,151,502	116,703,409	48,448,093	41.51%	286,010,625	241,565,029	44,445,596	18.40%
Other Operating Expenses												
Maintenance expenses	2,804,209	2,776,489	27,720	1.00%	14,492,252	13,635,478	856,774	6.28%	28,974,233	27,227,608	1,746,625	6.41%
Administrative and general expenses	992,137	776,416	215,720	27.78%	4,371,344	4,535,929	(164,584)	-3.63%	9,450,302	9,874,044	(423,742)	-4.29%
Depreciation and amortization	4,968,782	3,660,071	1,308,711	35.76%	28,842,760	26,317,006	2,525,754	9.60%	53,754,077	51,540,247	2,213,830	4.30%
Property and other taxes	2,768,810	2,806,691	(37,881)	-1.35%	16,270,779	16,819,303	(548,524)	-3.26%	36,057,326	33,523,362	2,533,964	7.56%
Total other operating expenses	12,655,083	11,392,500	1,262,583	11.08%	75,540,357	70,632,995	4,907,361	6.95%	147,288,620	140,821,010	6,467,610	4.59%
Operating Income	28,233,666	11,179,152	17,054,514	152.56%	89,611,145	46,070,414	43,540,731	94.51%	138,722,005	100,744,020	37,977,985	37.70%
State income taxes	1,702,446	401,710	1,300,736	323.80%	5,715,972	2,476,742	3,239,230	130.79%	7,765,978	5,748,224	2,017,755	35.10%
Federal income taxes	5,357,689	2,089,662	3,268,027	156.39%	13,777,399	6,640,420	7,136,979	107.48%	19,799,693	14,749,816	5,049,877	34.24%
Total income taxes	7,060,135	2,491,372	4,568,763	183.38%	19,493,371	9,117,162	10,376,209	113.81%	27,565,671	20,498,040	7,067,632	34.48%
Income Before Interest Charges	21,173,531	8,687,780	12,485,751	143.72%	70,117,775	36,953,252	33,164,522	89.75%	111,156,333	80,245,960	30,910,354	38.52%
Interest expenses (income)	2,091,840	1,823,255	268,585	14.73%	12,056,066	10,484,949	1,571,117	14.98%	23,281,353	20,386,217	2,895,136	14.20%
Non-regulatory income (loss):												
Other	1,691,061	(1,055,301)	2,746,362	-260.24%	4,284,887	(4,338,281)	8,623,167	-198.77%	5,268,041	(716,768)	5,984,809	-834.97%
Income taxes on non-regulatory items	(555,686)	321,441	(877,127)	-272.87%	(1,350,895)	1,325,208	(2,676,103)	-201.94%	(1,832,743)	336,179	(2,168,922)	-645.17%
Total non-regulatory income (loss)	1,135,375	(733,860)	1,869,235	-254.71%	2,933,992	(3,013,073)	5,947,065	-197.38%	3,435,298	(380,589)	3,815,887	-1002.63%
Net Income (Loss)	\$ 20,217,065	\$ 6,130,664	\$ 14,086,401	228.77%	\$ 60,995,701	\$ 23,455,231	\$ 37,540,470	160.05%	\$ 91,310,278	\$ 59,479,174	\$ 31,831,104	53.52%