



# City of Tulare

## Board of Public Utilities Commissioners

**President**  
Howard Stroman

**Vice President**  
Ray Fonseca

**Commissioners**  
Thomas Griesbach  
Renee Soto  
Tony Sozinho

*Agri-Center of the World*

## Agenda

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**Tulare Public Library & Council Chamber**  
491 North M Street, Tulare  
[www.tulare.ca.gov](http://www.tulare.ca.gov)

**Thursday, August 4, 2022**  
**4:00 p.m. – Regular Meeting**

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### Mission Statement

To promote a quality of life making Tulare the most desirable community in which to live, learn, play, work, worship and prosper.

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### Attending Meetings

Regular Board of Public Utilities (BPU) Commissioners meetings are held on the first and third Thursdays of each month in the Council Chamber located in the Tulare Public Library at 491 North M Street, Tulare. Additional meetings of the BPU may be called as needed.

Documents related to items on the agenda are accessible on the City's website at [www.tulare.ca.gov](http://www.tulare.ca.gov) and available for viewing at the entrance of the Council Chamber.



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### Rules for Addressing the Commissioners

- Members of the public may address the BPU on matters within their jurisdiction.
- If you wish to address the BPU, please complete one of the pink speaker cards located at the entrance to the Council Chamber and provide to the Clerk.
- Persons wishing to address the BPU concerning an **agendized** item will be invited to address the BPU during the time that the BPU is considering that particular agenda item. Persons wishing to address the BPU concerning a **non-agendized** issue will be invited to address the BPU during the Citizen Comments portion of the meeting.
- When invited by the President to speak, please step up to the podium, state your name and city where you reside, and make your comments. Comments are limited to three minutes per speaker.

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**CALL TO ORDER REGULAR MEETING – 4:00 p.m.**

### PLEDGE OF ALLEGIANCE AND INVOCATION

**CITIZEN COMMENTS** - This is the time for citizens to comment on items on the Consent Calendar or within the jurisdiction of the Board. Comments related to General Business items will be heard at the time the item is discussed. The Board cannot legally discuss or take official action on citizen request items that are introduced tonight. Each speaker will be allowed **three minutes**, with a maximum time of 10 minutes per item, unless otherwise extended by the Board.

**COMMUNICATIONS** - No action will be taken on matters listed under Communications; however, the Board may direct staff to schedule issues raised during Communications for a future agenda.

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**CONSENT CALENDAR** - All Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

- 1. Approve minutes of the July 21, 2022 regular meeting.

**GENERAL BUSINESS** - Comments related to General Business Items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Board.

- 1. Authorize the City Manager to sign a task order with Provost & Pritchard in the amount of \$104,000 for design, bidding and construction support services for Project WT0055, and the installation of a 12” water line to cross Highway 99; and to approve change orders in amount not to exceed 10% (\$10,400) of the task order amount. [M. Powers]
- 2. Adopt a resolution approving an agreement to provide extraterritorial services to a .87-acre parcel located at the west end of West Tollin Road, APN 164-50-032, owned by Maria Plascencia-Salas and to direct the Community & Economic Development Director or his or her designee to initiate an application to LAFCO for proceedings on the agreement. [Traci]

**ITEMS OF INTEREST** (may include City Council, Planning Commission, Mid-Kaweah GSA update) – GC 54954.2(a)(3)

**ADJOURN REGULAR MEETING**

**Americans with Disabilities Act**

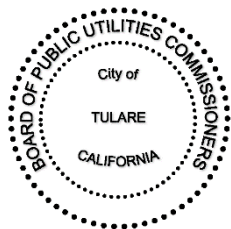
Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification from the City Clerk’s Office at (559) 684-4200. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

**AFFIDAVIT OF POSTING**

State of California }  
County of Tulare } ss.  
City of Tulare }

I, Maegan Peton, Deputy City Clerk for the City of Tulare, hereby certify, under penalty of perjury, that I caused the posting of this agenda before 4:00 p.m. on July 29, 2022, at City Hall, 411 E. Kern Avenue, as well as on the City’s website.

POSTED BY: Maegan Peton, Deputy City Clerk



**ACTION MINUTES  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
CITY OF TULARE**

**July 21, 2022**

**A regular meeting of the Board of Public Utilities Commissioners was held on Thursday, July 21, 2022, at 4:00 p.m. in the Tulare Public Library and Council Chamber located at 491 North M Street.**

**COMMISSIONERS PRESENT:** Howard Stroman, Ray Fonseca, Thomas Griesbach, Tony Sozinho, Renee Soto

**STAFF PRESENT:** Marc Mondell, Megan Dodd, Trisha Whitfield, Diego Ibanez, Michael Miller, Tim Doyle, Eric Furtado, Andrew Bettencourt, Nathan Daughtry, Nick Bartsch, Maegan Peton

**CALL TO ORDER REGULAR MEETING**

President Stroman called the regular meeting to order at 4:00 p.m.

**PLEDGE OF ALLEGIANCE AND INVOCATION**

President Stroman led the Pledge of Allegiance and an invocation was given by Commissioner Soto.

**REORGANIZATION OF THE BOARD – PRESIDENT AND VICE PRESIDENT SELECTION**

It was moved by Commissioner Griesbach, seconded by Commissioner Soto, and carried 4 to 0 (President Stroman recused himself) to select Commissioner Stroman as President and Commissioner Fonseca as Vice President.

**CITIZEN COMMENTS** - Comments from the public are limited to items listed on the agenda (GC 54954.3a). Speakers will be allowed three minutes. Please begin your comments by stating and spelling your name and providing your city of residence.

There were no citizen comments.

**COMMUNICATIONS**

There were no communications.

**CONSENT CALENDAR**

**It was moved by Commissioner Soto, seconded by Commissioner Sozinho, and unanimously carried that items on the Consent Calendar be approved as presented with the exception of item 3.**

- 1. Approve minutes of the July 7, 2022, regular meeting.**
- 2. Accept the investments reports for April 2022, May 2022, and June 2022.**

- 3. Receive the Public Works Performance Reports for June 2022.** Commissioner Griesbach pulled this item for clarification. Public Works Director Trisha Whitfield and Management Analyst Andrew Bettencourt provided a response thereto. Following discussion, it was moved by President Stroman, seconded by Commissioner Griesbach, and unanimously carried to approve the item as presented.

### **GENERAL BUSINESS**

- 1. Award and authorize the City Manager to sign a contract with Calgon Carbon Corporation, of Moon Township, PA for contracting Granular Activated Carbon (GAC) change-out Services in the amount of \$201,136.00, which includes all fees, taxes and shipping.** Public Works Director Trisha Whitfield provided a report for the Board's consideration. Questions posed by the Board were responded to by staff. Following discussion, it was moved by Commissioner Sozinho, seconded by President Stroman, and unanimously carried to approve the item as presented.

### **ITEMS OF INTEREST**

Items of interest were discussed amongst the Board and staff.

### **ADJOURN REGULAR MEETING**

President Stroman adjourned the regular meeting at 4:33 p.m.

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President of the Board of Public Utilities  
Commissioners of the City of Tulare

### **ATTEST:**

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Secretary of the Board of  
Public Utilities Commissioners

**AGENDA ITEM: General Business 1**

**CITY OF TULARE  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Engineering Services / Project Management

**For Board Meeting of:** August 4, 2022

**Documents Attached:**    Ordinance    Resolution    Other    None

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**AGENDA ITEM:**

Authorize the City Manager to sign a task order with Provost & Pritchard in the amount of \$104,000 for design, bidding and construction support services for Project WT0055, and the installation of a 12" water line to cross Highway 99; and to approve change orders in amount not to exceed 10% (\$10,400) of the task order amount.

**IS PUBLIC HEARING REQUIRED:**    Yes    No

**BACKGROUND/EXPLANATION:**

The City operates a looped water system with miles of distribution and service laterals as well as storage on both sides of Highway 99. There are limited crossings of Highway 99 and in recent hydraulic modeling, a crossing south of Cartmill Avenue was identified as needed to provide for better flows and pressure in the system.

A Request for Qualifications (RFQ) for On-Call Engineering and Land Surveying Consultants was issued on October 20, 2020. Ten (10) firms submitted all the necessary information to be considered for inclusion in a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and the top six (6) firms were recommended for inclusion on the list of prequalified general engineering and land surveying consultants. On December 17, 2020, the Board of Public Utilities approved this list of (6) consultants.

Provost & Pritchard of Visalia, CA is included on the list of pre-qualified on-call Engineering consultants and demonstrated in their proposal that they have the skills, expertise and resources available to meet the City's needs and timeframe to complete the design of this project. The Task Order will provide for design and construction documents for a Master Planned water line; specifically, to jack and bore a 24" casing and 12" water line under Highway 99 and will replace the existing sub-standard 6" water line on N. Gem with the master-planned 12" water line and related improvements. The new water line will be stubbed on the east side of Highway 99 and will ultimately be connected to, and extended as part of the development of property in the area. Provost & Pritchard has proposed to perform the necessary work for \$104,000. The proposed cost is in line with industry standards and falls within the amount budget for this work on this project.

**STAFF RECOMMENDATION:**

Authorize the City Manager to sign a task order with Provost & Pritchard in the amount of \$104,000 for design, bidding and construction support services for Project WT0055, the installation of a 12" water line to cross Highway 99 at, or about, Washington Avenue and increase the line size near East Washington Avenue and North Gem Street to better equalize pressure and water service; Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$10,400) of the task order amount.

**CITY ATTORNEY REVIEW/COMMENTS:** Yes N/A

**IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:** Yes No N/A

**FUNDING SOURCE/ACCOUNT NUMBER:**

Fund 610-Water CIP  
Fund 260-Water DIF Fees

**Submitted by:** Michael Powers

**Title:** Project Manager

**Date:** August 4, 2022

**City Manager Approval:** \_\_\_\_\_

**2022-2026 CIP - Water Project**

**PROJECT # WT0055 (WT2022-03)**

HWY 99 Water Crossing

**(Capital)**

**(Capital)**

**District(s): 1,2,3,4,5**

**PROJECT MANAGER:** Trisha Whitfield

**PROJECT DESCRIPTION & PURPOSE:** Construction of a water main under Highway 99 between Prosperity and Cartmill.

**KEY POINTS:** This project has been identified in the Water Master Plan and is needed to help loop the system on the north side of Tulare. This project will need to occur with development of Cartmill.

**PROJECT STATUS:** Planning.

**PROJECTED START DATE:** 7/1/2022

**PROJECTED END DATE:** 12/31/2023

**FUTURE M & O:**  
(Additional Cost & Department Responsibility)

**CRITERIA (1-8):** Criteria 5: Project extends an existing City Program or function to meet the Council's vision and explicit direction.

	Fiscal Year					Total	Unfunded
	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026		
<b>Costs Description</b>							
Design/Environmental	\$0	\$200,000	\$0	\$0	\$0	\$200,000	\$0
Construct	\$0	\$355,000	\$600,000	\$0	\$0	\$955,000	\$0
Construction Management/Inspection/Testing	\$0	\$50,000	\$90,000	\$0	\$0	\$140,000	\$0
Contingency	\$0	\$80,000	\$0	\$0	\$0	\$80,000	\$0
Project Management Time	\$0	\$25,000	\$0	\$0	\$0	\$25,000	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Costs:</b>	\$0	\$710,000	\$690,000	\$0	\$0	\$1,400,000	\$0
<b>Funding Sources</b>							
Fund 610 - Water CIP	\$0	\$350,000	\$450,000	\$0	\$0	\$800,000	\$0
Fund 260 Water DIF Fees	\$0	\$350,000	\$250,000			\$600,000	
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Funding:</b>	\$0	\$700,000	\$700,000	\$0	\$0	\$1,400,000	\$0

July 25, 2022

Nick Bartsch,  
City of Tulare  
411 East Kern  
Tulare, CA 93274

**Subject: Engineering and Land Surveying Services for the Design of  
State Route 99 Water Main Crossing at Washington, Tulare, California**

Dear Mr. Bartsch:

Thank you for the opportunity to submit this proposal to provide engineering and land surveying services for the State Route 99 (SR 99) Water Main Crossing at Washington project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds. The information contained in the document is based on the information provided during a meeting with the City of Tulare staff on June 10, 2022.

## Project Understanding

Provost & Pritchard understands that the City of Tulare would like to construct a new water main crossing State Route 99 at Washington Ave. The work will include installation of a new 12" water line, new water services, jack and bore casing along with receiving and jacking pits, a Caltrans encroachment permit, coordination with Caltrans, and trench backfill and resurfacing with AC pavement. Additionally, we will prepare legal description and exhibits for the City to acquire a utility easement for the new water main on the east side of SR 99.

A Geotechnical investigation and report will be prepared to assist in the trench backfill design, assess subsurface conditions near SR 99, and design specifications for trenchless excavation at SR 99.

The proposed analysis and design include the following items:

- **N Gem Street near Gail Avenue to E Washington Avenue (Westside of SR 99)**
  - New 12" water main along N Gem Street will be designed to tie into the existing water tee located directly out in front of the City well site halfway between Gail Avenue and Sandra Avenue. The new 12" water main will run north along a new offset alignment on N Gem Street and connect to an existing main on Washington Avenue. All water services along the new main will be replaced to the existing meters. Additionally, fire hydrants will be relocated and connected to the new water main as needed.



- Trenches will be backfilled and resurfaced according to the City's standard backfill trench detail and specifications.
- Plans will include the replacement of existing striping in kind as needed.
- **State Route 99 Crossing near Washington Avenue**
  - New 12" water main running north on Gem Street will cross SR 99 near Washington Ave. Caltrans will require the installation method for this crossing to be the Jack and Bore of a 24" steel pipe encasing the 12" water main under the entire SR 99 right-of-way. The receiving pit will be located on the west side of SR 99 northeast of the Gem Street and Washington Avenue intersection, while the Jacking pit will be on the east side of SR 99.
  - Coordination with Caltrans, including obtaining an encroachment permit will be required for the water main crossing. Coordination with Caltrans will include one in person preliminary meeting with Caltrans staff, submittal of the encroachment permit, one virtual meeting, and up to two (2) resubmittals of the encroachment permit, and any printed hard copies required by Caltrans.
- **SR 99 to Corvina Avenue Alignment (Eastside of SR 99)**
  - New 12" water main will continue north from the SR 99 crossing and terminate near the Corvina Avenue alignment. This section of line will be installed in an undeveloped area and will end with a tee and blow off valve for future connection.

## Scope of Services

### Phase PD: Preliminary Design

Our proposed scope of work for this proposal is segregated into several phases, described below.

#### Field Topographic Survey

Upon approval of the Purchase Order, we will complete a field topographic survey based on City of Tulare control within the project limits.

- The field survey scope of work will include capturing existing grades in unimproved areas, sufficient horizontal and vertical locations for top of curbs, gutter flow lines, pavement crowns, manhole covers, valve covers, utility covers, striping, and USA markings needed to design and prepare the proposed improvement plans. Our submitted fee is based on surveying the street cross or unimproved sections at 100-foot intervals. However, our survey does not include any field survey work within the Caltrans right of way for SR 99. An assumed existing surface will be depicted on plan and profile sheets related to the SR 99 crossing.
- Verify existing right-of-way limits with record maps.
- Conduct utility research and identify potential conflicts with record utilities. We will dip manholes and drain inlets to determine the depth of cover over gravity lines to understand potential conflicts.

- From the survey data and utility information collected, we will prepare a base drawing in AutoCAD Civil 3D format for use throughout the design process.
- Additionally, a licensed surveyor will prepare legal descriptions and exhibits for the following needs of the City:
  1. Utility easement for the water main installation on the east side of the SR99 crossing.
  2. Utility easement required for the water main installation through a church owned parcel on the west side for the SR99 crossing.
  3. Legal descriptions for the abandoned Well Site No. 20 to assist the City in establishing a revocable license agreement with a neighboring church.
- City will provide plats and record drawings for their utilities.

Once the topographical survey is complete, we will overlay the topo points onto an aerial image and hold a kickoff meeting at Tulare City Hall to further define the scope of the project.

## Geotechnical Services

Provost & Pritchard will work with our subconsultant, BSK, to provide needed geotechnical information.

- BSK's work will include two (2) borings, one on either side of Highway 99 (outside of Caltrans Right-of-way) to twenty-five (25) feet beneath ground surface. Borings will provide subsurface information on the proposed alignment. Testing is expected to include the following:
  - ✓ Soil dry density,
  - ✓ Moisture content,
  - ✓ Gradation,
  - ✓ Shear strength,
  - ✓ Collapse potential,
  - ✓ Corrosion characteristics (pH, soluble sulfate and chloride content, and minimum resistivity).
- Geotechnical analysis and a report will be prepared based on the results of the field exploration and laboratory testing. The report will include the following:
  - ✓ Vicinity Map and Site Plan with boring locations
  - ✓ Description of subsurface conditions including test boring logs
  - ✓ A summary of pertinent soil characteristics for design
  - ✓ Groundwater conditions
  - ✓ Summary of laboratory tests
  - ✓ Corrosion potential of native soil
  - ✓ Excavation stability and temporary shoring soil parameters
  - ✓ Ultimate friction factors for soils encountered
  - ✓ Seismic potential and associated effects
  - ✓ Trenchless excavation considerations including potential borehole instabilities



- The geotechnical report will be prepared under the supervision of, and signed by, a California Licensed Geotechnical Engineer.

### 30 % Plans, Specification and Estimate

Once we have further defined the scope of the project with the City, we will prepare pipeline plan and profile sheets that will show existing underground utilities and the proposed horizontal and vertical alignment of the new 12" water line. These plans will show sizes, inlets, manhole and valve locations for new and existing underground utilities and will identify any potential conflicts. New water service locations will be shown on the 30% plans. We will also prepare a Preliminary Engineer's Opinion of Probable Construction Cost (EOPCC).

Our 30% submittal will include:

- Cover Sheet
- General Notes and Legend Sheet
- Schematic Water sheets (1"=20' single window plan and profile)
- Specification outline
- Preliminary EOPCC

As part of preparing for the 30% Design Review Meeting, we will consult with City staff and our internal construction management staff to discuss construction issues that may affect constructability and construction schedule. Once the documents above are complete, we will attend one (1) design review meeting at Tulare City Hall to discuss our 30% design with the City. This will ensure that we are proceeding in accordance with the City's direction before we begin preparing the construction documents.

Additionally, we will request an in-person coordination meeting with Caltrans to gather initial input and design considerations that need to be incorporated into the design before submitting the plans for a Caltrans Encroachment Permit (EP). Although not part of the typical Caltrans EP process, we have had success engaging Caltrans early to address concerns before the initial submittal to limit the number of resubmittals before approval.

### Phase CD: Construction Documents

#### Prepare 100% Construction Documents

Based on input received from City staff and Caltrans through the Preliminary Design Phase, the design team will commence with engineering design and preparation of the construction documents to the 100% level.

Our 100% submittal will include:

- Technical Specifications, as needed;
- Revised Preliminary Engineer's Opinion of Probable Construction Costs.
- Construction Plans, expected to include:
  - Cover sheet,

- Legend / Abbreviation sheet,
  - General Notes sheet,
  - Horizontal Control Sheets (1"=40' double plan view)
  - Topographical Survey / Demolition sheets (1"=20' double window plan view),
  - Water sheets (1"=20' single window plan and profile). Sanitary sewer and storm sewer lines will be shown light and in background on these sheets as well as other underground existing utilities.
  - Signing, Striping, and Pavement Marking sheets (1"=40' double plan view),
  - Jacking and Receiving Pit Details sheets,
  - Typical Cross Section sheets,
  - Miscellaneous Detail sheets,
  - City Standard Detail sheets
- Draft Geotechnical Report

We will attend one (1) 100% design review meeting at Tulare City Hall.

### Caltrans Encroachment Permit

Once we have received City staff input to our 100% construction documents, we will prepare a Caltrans encroachment permit application for District 6 to construct improvements at State Route 99 near Washington Avenue.

- Attend a virtual coordination meeting with Caltrans, if needed.
- Caltrans Encroachment Permit Application
- Caltrans Encroachment Permit Plan Set compiled from the draft 100% plans set as noted above.
- Six (6) hard copy sets of the application packet for Caltrans Review
- Revise and resubmit based on Caltrans Encroachment review comments.

### Bid Set Documents

We will incorporate the City and Caltrans 100% plan review comments and feedback to prepare and submit final bid documents to the City. Deliverables will be the same as our 100% submittal above.



## **Phase SWP: Prepare SWPPP and Related Documents**

### **Prepare SWPPP**

P&P will prepare a Storm Water Pollution Plan (SWPPP) for the project. The SWPPP will be developed using information provided by City staff and site reconnaissance. The SWPPP will be in compliance with State Water Resources Control Board (SWRCB) Construction General Permit 2009-0009-DWQ and as amended by 2010-0014-DWQ and 2012-0006-DWQ and by the SWRCB Caltrans Order 2012-0011-DWQ.

P&P will prepare a SWPPP in the approved SWRCB format, using the assumed construction schedule to the specification level. (To be included in the project specifications for bidding purposes only). An electronic copy of the SWPPP will be provided to City and Contractor.

Once the project has been awarded to a contractor, the contractor will be responsible to retain a QSD and QSP to submit a Notice of Intent (NOI), any required amendments, and data entry as required into SMARTS. Project closeout to include the Notice of Termination (NOT) and Final Annual Report will be the responsibility of the selected contractor.

## **Phase BID: Bidding Assistance**

P&P will perform the following services to assist the City during the bidding phase of the project:

- Attend pre-bid meeting and job walk.
- Prepare necessary responses to bidder requests for information (our fee is based on responding to approximately 4 requests for information or clarification at 1 hour per request). Responses to RFIs related to obvious design omissions or design components lacking sufficient information to provide a reasonable bid will not be invoiced to the project but will be considered as part of the original design fee (see also Assumptions).
- Prepare necessary addenda and changes to contract documents resulting from bidder questions.
- Prepare bid canvass and make recommendation of the lowest responsible, responsive bidder to City.

## **Phase CON: Construction Assistance**

This is an optional phase, to be included in the contract at the City's option. Below we have included a breakdown of a typical scope of work for the Construction Assistance Phase used for similar projects that allowed us to prepare a budget for these services. It is expected that if the work is included in our contract that the actual activities under this phase would be performed on a time and materials basis.

### **Construction Administration**

1. Construction administration activities include:
  - Prepare Conformed Contract Documents;
  - Attend Pre-Construction meeting;

- Assist with review of submittals and shop drawings as requested by City (our estimate is based on reviewing approximately 5 submittals at 4 hours per submittal and does not include resubmittals);
  - Review RFIs and take appropriate action (our estimate is based on reviewing approximately 11 RFIs at 2 hours per RFI);
  - Change order (CO) review and comments (approximately 4 change orders at 2 hours per CO),
    - Prepare draft Contract Change Orders, if necessary, for review by the City,
    - Investigation of site conditions claimed to differ from those described in the Contract Documents;
  - Project closeout activities include:
    - Participate in walk-through of project at Substantial Completion (1 Site Visit);
    - Prepare and submit final punch list and project closeout checklist to the City. The City will monitor and update final punch list and project closeout checklist, and
    - Prepare final record drawings and contract documents based on information received from Contractor;
  - The duration of the construction phase of the project is assumed to be 6 months.
2. Engineering support services activities include:
- Occasional site visits by the resident engineer for items of work listed under the above referenced "Construction administration activities", such as clarifications of the construction documents and addressing Contractor requests for information throughout the duration of the project as required in a timely manner. Two site visits included.

## Professional Fees

Provost & Pritchard Consulting Group will perform the services from Design to Bidding Phase on a lump sum fee basis for a fee of \$91,000; a breakdown for each phase is shown in the table below. The Construction Assistance Phase will be billed on a T&M basis with an estimated budget of \$13,000. The fees include providing services meeting prevailing wage rates where applicable.

These fees will be invoiced monthly as they are accrued. Reimbursable expenses are included in the estimated ranges above. If it appears we will need to exceed the fee shown above, we will notify you in writing before we do so and will provide a revised estimate. We will not continue work beyond the initial budget without additional authorization.

Proposed Fee – Project Name	
Phase	Estimated Fee
Phase PD	\$35,000
Phase CD	\$45,000
Phase SWP	\$8,000
Phase BID	\$3,000
<b>Subtotal:</b>	<b>\$91,000</b>
Phase CON (T&M)	\$13,000
<b>Total Estimated Fee:</b>	<b>\$104,000</b>

## Schedule

Once we receive an executed copy of this Proposal together with the signed Purchase Order, we can prepare the 30% plans for initial submittal in approximately seven (7) weeks. Agency review time is beyond our control and any review period beyond the times noted below will delay the tasks that follow. We will be prepared to submit 100% Draft Plans, specifications, and estimate (PS&E) approximately five (5) weeks after receiving City comments on our 30% PS&E. We will submit the Caltrans encroachment permit immediately after the City's 100% PS&E review to make sure the City is comfortable with the scope being submitted. We will be prepared to deliver final the Bid Set PS&E two (2) weeks after receiving Caltrans comments.

Proposed Schedule*		
Week	Date	Task
N/A	7/25/22	Assumed Notice to Proceed
Weeks 1-2	7/25/22-8/5/22	Utility research, survey
Weeks 3-7	8/8/22-9/9/22	Prepare 30% Plans (Phase PD)
Week 8	9/12/22-9/16/22	30% Design review meeting; Initial Meeting with Caltrans
Weeks 9-13	9/19/22-10/21/22	Prepare 100% PS&E (Phase CD)



Proposed Schedule*		
Week	Date	Task
Weeks 14-15	10/24/22-11/4/22	City Review; Submit Caltrans EP
Weeks 16-19	11/7/22-12/2/22	Caltrans Review
Weeks 20-21	12/5/22-12/16/22	Prepare Bid Set PS&E; Caltrans EP Resubmittal as needed
N/A	12/16/2022	Final PS&E Submittal to City (Pending Caltrans Review)

\*Schedule is subject to change based on the actual notice to proceed date & Caltrans Review.

## Assumptions

1. The project construction results in less than 5 acres of disturbed area and does not trigger a Dust Control Plan for the SJVAPCD.
2. Topographic survey will be performed outside of the limits of Caltrans Right-of-way.
3. Field testing will be limited to core sampling of the existing areas near Highway 99, outside of but adjacent to the Caltrans Right-of-way.
4. For the field testing, the City of Tulare will provide a no-fee Encroachment Permit and not require bonding.
5. Existing underground utilities do not exceed 10' of burial depth below the finished surface.
6. All scribed paint marking associated with requesting Underground Service Alert would not be required to be removed.
7. Our proposal and fee do not provide for a private utility locator service to locate underground utilities.
8. If necessary, the City will perform potholing (or other methods) of existing City owned utilities to determine depth of cover necessary for analysis of conflicting utilities. Information pertaining to the pothole depths shall be provided within two to three weeks of the Notice to Proceed or a delay in the schedule may occur.
9. City staff will prepare front end specifications and provide boilerplate technical specifications for our use and reference. These specifications will include General Conditions that are suited specifically to the SR 99 Water Main Crossing at Washington Avenue project. City staff will provide sample technical specifications and bid canvasses from recently-bid pavement and underground utility projects.
10. Improvements on the west side of SR 99 will be within existing right-of-way and no additional right-of-way will be required. The improvements on the eastside of SR 99 will require a utility easement to be acquired by the City with legal descriptions and exhibits provided by P&P.
11. This project is exempt from ISR, it falls under exemptions 2.1.10 under rule 9510.



12. The Contractor will perform QSD & QSP SWPPP responsibilities as required.
13. The City has prepared or will prepare all necessary environmental documents and will provide all identified mitigation measures.
14. The City will prepare all required funding compliance documents.
15. Caltrans Encroachment Permit fees will be paid directly by the City and submitted with the Caltrans Encroachment Permit packet. City will provide the letter of authorization and final environmental documents stamped by the state clearing house to submit on the City's behalf.
16. The City will provide construction review and inspection services.
17. Construction staking is not included, but can be provided as an additional service.
18. In providing services under this Scope of Work, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
19. Provost & Pritchard CAD standards and title block will be used for the design of this project.
20. Provost & Pritchard's current CAD version will be used.

### **Additional Services**

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Preparation of any CEQA or NEPA compliance documents;
- Construction staking. We will provide a proposal to you when the plans are complete, and the construction schedule is determined. This construction staking proposal will be provided at a later date so that specific improvements are well defined, and a clearly defined scope and fee can be provided;
- Construction Management and/or Observation;
- Clarifications, adjustments, modifications and other changes due to field and other conditions that change by the time project construction occurs.
- Additional office or field services required due to any governmental agency changes in ordinances, codes, policies, procedures or requirements after the date of this agreement.
- The costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable

taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.

- All of the costs of preparation, examination and filing of Record of Survey or Corner Record.
- Extra work caused by delays beyond Consultant's reasonable control by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, or faulty performance by Client or other contractors or governmental agencies.
- Any extra work performed by Consultant due to changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant.
- Preparation and processing of Indirect Source Rule application with SJVAPCD.

## Terms and Conditions

Once more, we appreciate the opportunity to submit this proposal and we look forward to working with City of Tulare staff on SR 99 Water Main Crossing at Washington Avenue Project. If acceptable, work included in this proposal will be considered as a task order under our current City of Tulare Engineering Consultant Services Agreement dated December 20, 2018. We anticipate that a City of Tulare Purchase Order will be issued for the work and that the P.O. will act as our Notice to Proceed.

Sincerely Yours,  
Provost & Pritchard Consulting Group

  
**Soo Ho Park, RCE 89361**  
Project Manager

  
**Jeff S. Dorn, RCE 76749**  
Director of Operations

## Terms and Conditions Accepted

By City of Tulare

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CITY OF TULARE, CALIFORNIA  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Community & Economic Development Department

**For Board Meeting of:** August 4, 2022

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:** Adopt a resolution approving an agreement to provide extraterritorial services to a .87-acre parcel located at the west end of West Tollin Road, APN 164-150-032, owned by Maria Plascencia-Salas and to direct the Community & Economic Development Director or his or her designee to initiate an application to LAFCO for proceedings on the agreement.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:** On December 11, 2014 at a joint meeting between City Council, Planning Commission and the Board of Public Utilities, Council agreed to extend extraterritorial water services to County residents whose properties were contiguous to the city limits. Maria Plascencia-Salas submitted a completed application and required deposit to staff on May 21 2022. In addition, Ms. Plascencia-Salas has executed the Extraterritorial Water Service and Offsite Infrastructure Agreement with the City (Agreement).

The subject property is a .87-acre vacant parcel in the County adjacent to the City limits. The property owner is awaiting building plan approval through the County to construct a single-family residence. The project will require the installation of a public 1" diameter water main to serve the new construction. All work in the public right-of-way shall be performed by City of Tulare staff. All work on private property shall be performed by a licensed contractor/plumber and subject to inspection and approved by City staff. Applicant shall ensure an encroachment permit is obtained before any site work is performed.

The attached resolution is required to initiate LAFCO approval of the Agreement. This project is exempt pursuant to Section 15303(d) of the California Environmental Quality Act of 1970, as amended.

**STAFF RECOMMENDATION:** Adopt a resolution approving an agreement to provide extraterritorial services to a .87-acre parcel located at the west end of West Tollin Road, APN 164-150-032, owned by Maria Plascencia-Salas and to direct the Community & Economic Development Director or his designee to initiate an application to LAFCO for proceedings on the agreement.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  No

**IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:**  Yes  No

**Signed:** Traci Myers      **Title:** Community & Economic Development Director

**Date:** July 28, 2022      **City Manager Approval:** \_\_\_\_\_

**EXTRA-TERRITORIAL WATER SERVICE AND OFFSITE INFRASTRUCTURE  
AGREEMENT BETWEEN MARIA PLASCENCIA-SALAS  
AND THE CITY OF TULARE**

THIS AGREEMENT is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2022, ("Effective Date") by and between the City of Tulare, a California municipal corporation (hereinafter referred to as "City"), and MARIA PLASCENCIA-SALAS, an individual (hereinafter referred to as "Property Owner").

**RECITALS**

WHEREAS, Property Owner is the owner of that subject property more fully described within Exhibit "A", attached and incorporated by reference herein (alternatively without a difference either, "the Subject Property" or "the Property"). The property is an .87 acre parcel located at the west end of West Tollin Road, APN 164-150-032 and;

WHEREAS, the property currently is in the County of Tulare and the Property Owner is interested in connecting to the City's infrastructure to supply water capacity to the Subject Property; and

WHEREAS, the Property Owner is currently experiencing or anticipates inadequate water services (Utility services) to support full use of the above defined property; and

WHEREAS, the subject property is within the City's sphere of influence, but is currently outside of the City's boundary limit (also commonly referred to as the "City Limit"); and

WHEREAS, Property Owner desires the City submit an application to Tulare Local Agency Formation Commission ("LAFCO") for the City to be able to provide Utility Services without a requirement that the Property be annexed into the City; and

WHEREAS, City does not desire to annex the Subject Property to the City at this time but is willing to provide Property Owner with Utility Services provided that Property Owner pay any and all costs associated with making such connections and obtaining all necessary permits and approvals ; and

WHEREAS, the necessity of this Agreement is to address immediate health and safety needs of the public; consistent with Government Code section 56133 (c); and

WHEREAS, City has available Utility Services with sufficient capacity which may be extended to the Subject Property, and is willing to provide Utility Services so long as Property Owner fully complies with, abides by, and performs all conditions precedent to such City performance, as specified in this Agreement.

## **AGREEMENT**

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

- A. GENERAL PROVISIONS: Property Owner will fully complete all of the following tasks, at Property Owner's sole cost and expense, as a condition precedent to City's obligation to provide Utility Services:
  - 1. Submit an application for extraterritorial services on a form provided by City and pay the application deposit (which includes, without limitation, the costs of preparing this agreement). The application will have the following as attachments:
    - a. Submit design and engineering diagrams prepared by Property Owner (or Property Owner's duly licensed consultant) in a form satisfactory to the City Engineer and City Public Works Director showing how Utility



Services will be connected and identifying the point of connection to City's system.

- b. Submit an estimate of annual Utility Service consumption.
2. Upon tentative approval by City and delivery by City to Property Owner of a written cost estimate and connection analysis, the Property Owner shall submit payment for an application to LAFCO for approval of extraterritorial Utility Services (City will submit its evidence of consent to provide service as requested by LAFCO).
3. Upon receiving LAFCO approval, submit a standard City application for connection to the City Utility Service and pay all standard fees and costs associated with such applications and pay any special costs as estimated by the City Engineer and City Public Works Director that will be incurred by the City in connection with connecting Utility Services outside the City Limits, including without limitation any and all City costs in connection with construction inspection and plan review for purposes of granting approvals.
4. Approve the written statement (City Statement) prepared by City staff showing the exact costs to be paid and the timing of payment and approve the Point of Service and any other technical details required to effect the Utility Service Connection.
5. Property Owner obtaining, at Property Owner's sole cost and expense, any and all permits and approvals required for the Utility Service connection by any governmental or quasi-governmental or utility entity and complying with any and all (if any) environmental reviews including without limitation those pertaining to the California Environmental Quality Act (CEQA). Such efforts will be at Property Owner's sole cost and expense.

B. PROVISIONS DURING THE TERM OF THIS AGREEMENT. During the term of this Agreement, Property Owner, on his behalf and on behalf of any successors or assigns who possess any interest in the Subject Property, agree to the following terms and conditions to the continuing receipt of City Services:

- a. Property Owner shall pay to City, at the time of execution of this Agreement and consistent with when other City Utility Customers are required to make payment, all City delivery charges, fees and taxes, including but not limited to the City's Utility Taxes, enumerated within Exhibit "B" which is attached hereto and incorporated by reference, and any other applicable fees, charges or taxes required by City.
- b. To grant City employees and contractors access to the Subject Property as necessary to effect repairs to the Utility Service facilities and to cooperate with the City in obtaining any permits or approvals from the County of Tulare needed to maintain the utility system.

**C. PROVISIONS RELATED TO CONNECTION TO UTILITY SERVICES:**

Connection to City's municipal water system by Property Owner shall be subject to the following conditions:

1. Metered Service Connection. City will allow a metered service connection for domestic use to an existing water main at a point specified in the City Statement ("Point of Service").
2. Backflow Prevention. Property Owner shall construct and maintain a backflow prevention device complying with City standards and subject to the approval of the City Public Works Director on the Property Owner side of the metered service connection to protect the City water system from potential cross contamination.
3. Construction of New Water System. Property Owner shall construct in accordance with the designed and engineered system approved by City, at its sole responsibility and expense, a public \_\_1\_\_-inch diameter water main from the Point of Service to the Subject Property(hereinafter "New Water System"), including installation of hydrants and water main branch lines to the water meter. The New Water System shall be a public water main and be operated and maintained by the City of Tulare during the term of this Agreement.



4. Alignment and Permits. Pipeline construction by Property Owner for the New Water System shall follow an alignment acceptable to Tulare County and shall comply with any required permits issued by Tulare County. All permits and approvals required from Tulare County are the sole responsibility of Property Owner.
5. Easements Required for New Water System. Property Owner will secure, and if necessary, pay for all easements required for the construction and installation of the New Water System. City to Provide Water. Upon City installing and determining the New Water System is operational and upon Property Owner's full and complete performance of all obligations and responsibilities under this Agreement, City agrees to provide Property Owner with water from City's municipal water system.
6. No Representation Regarding Water Service, Pressure or Volume. City does not make any representation, warranty or guarantee of any kind or nature and hereby specifically disclaims any kind of representation, warranty or guarantee any of the New Water System when constructed and installed by City will yield any specific volume of water or provide any specific water pressure to the Subject Property under static or demand scenarios or for any use by Property Owner and its tenants, lessees, purchasers, successors or assigns. However, City will use reasonable efforts to assure that the New Water System is treated equally with all other portions of its Municipal Water System with respects to system performance.
7. Maintenance and Repair of New Water System. City shall, at its sole cost and expense maintain the City's municipal water system and will maintain the New Water System to the Property during the term of this agreement. Property Owner shall, at its sole cost and expense, maintain, repair and replace any portion of the water lines from the meter to the house connection. Under no circumstances shall the City be required or accountable to maintain, repair or replace the private portion of the water lines from the meter to the house connection.

8. Existing Wells. Property Owner shall seal and abandon any existing on-site well(s) in compliance with the State of California Well Standards Bulletins 74-81 and 74-90 or current revisions issued by California Department of Water Resources and City of Tulare Public Works Standard Specifications and drawings, standards, specifications and policies.
9. Water Facilities on Owners Property. All water lines and facilities located from the water meter which run through the Subject Property premises are private water facilities, the property of Property Owner and shall not be considered a portion of the New Water System. The Property Owner shall have the same responsibilities, duties and obligations for its private water facilities, including repair and maintenance, as would any other property owner within the jurisdiction of the City of Tulare subject to the Tulare Municipal Code, as may be amended, including enforcement by City of pertinent Municipal Code Provisions.
10. Property Owner shall not permit any additional connections to either the New Water System or to any portion of the private facilities from the point of service to the house connection other than one connection for the residence or water uses existing at the time of signing this Agreement. Property Owner shall not increase the intensification of land uses on the Subject Property that would substantially increase the current water demands from the connection existing at the time of signing this Agreement without written approval of the City. The definition of "substantially increase" as used within this section would be an amount in excess of 10% usage over the average monthly usage of Property Owner over a six month period of time after entering into this Agreement and City begins to supply water.
11. Possible Removal of the New Water System. If as part of extending Water Services to the entire area surrounding the Subject Property, City determines that the New Water System is inadequate for integration into the larger system, Property Owner will remove the New Water System at Property Owner's sole cost and expense to allow connection into any such new system then being constructed by City.

**D. ADDITIONAL PROVISIONS:**

1. Continuing Obligations and Responsibilities of Property Owner. Property Owner agrees to promptly pay to City any and all charges, fees and taxes for Utility Services supplied by City to Property Owner's Subject Property. All fees listed in City's Master Fee Schedule are regularly updated and amended from time to time by City's Council. Notwithstanding any other section of this Agreement, the fees and rates set forth by the Master Fee Schedule, as currently in effect or as it may be amended, are incorporated herein and shall have precedence over the fees listed in this Agreement and attached exhibits. Property Owner is responsible to pay the charges, fees and rates as set forth by the Master Fee Schedule. Property Owner agrees to maintain its Utility Service accounts with City in a current status. Property Owner acknowledges and agrees that should its Utility Services account with City become sixty (60) days delinquent, City shall have the right, at City's sole option, to discontinue Utility Services to Property Owner's Subject Property.
2. Consent to Future Annexation. In further consideration of City's agreement to provide Utility Services from City's municipal Utility Services systems to the Subject Property, Property Owner has entered into a separate agreement entitled Irrevocable Agreement to Annexation into the City of Tulare wherein Property Owner agrees not to oppose or protest, in any way, the future annexation of Property Owner's Subject Property to City and to pay Property Owner's share of all applicable fees and charges City or any other governmental agency may require at the time of annexation of Property Owner's Subject Property to City. Property Owner will sign a petition to annex the Subject Property when requested by City. Any material breach by Property Owner within the Irrevocable Agreement to Annexation into the City of Tulare will be considered a cross-breach of this Agreement affording City any all remedies it would otherwise have related to a material breach of this Agreement.

3. **Covenants Running with the Land.** Property Owner acknowledges and agrees that all of Property Owner's covenants, agreements, promises, representations and warranties as set forth in this Agreement are covenants running with Property Owner's Subject Property as defined in the applicable provisions of Section 1457 et seq. of the California Civil Code. Property Owner's covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with Property Owner's Subject Property and shall be binding on Property Owner, their successors and assigns and all parties and persons claiming under them. Within thirty (30) days of execution by the last party to sign, City will record a copy of this Agreement as a covenant running with the land.
4. **Successors and Assigns.** The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. Property Owner may not assign its rights and/or obligations under this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld. Any such consent by City shall not, in any way, relieve Property Owner of its obligations and responsibilities under this Agreement.
5. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
6. **Binding.** Subject to Section 18 hereafter, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and

each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

7. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
8. Indemnification of City. To the greatest extent allowed by law, Property Owner shall indemnify, hold harmless and defend City and each of its officers, officials, attorneys, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Property Owner or any other person, and from any and all claims, demands, liabilities, damages and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the performance of this Agreement or the performance of any or all work to be done in and upon the street rights-of-way, the Subject Property, and premises adjacent thereto, pursuant to this Agreement, or arising or alleged to have arisen directly or indirectly in any way related to the construction, installation and operation of the Utility Service System by anyone occupying any portion of Property Owner's Subject Property, including, without limitation, any such claims, causes of action, damages, liabilities, fees, costs, expenses and attorney fees arising from water quality compliance, a lack of volume of water, inadequate fire flow, or lack of water pressure in, from or delivered to the New Water System. Property Owner's obligations under the preceding sentence shall apply regardless of whether Property Owner are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of City or any of its officers, officials, attorneys, employees, agents or volunteers.

Property Owner agrees there are no property rights granted herein and that Property Owner only obtains a contract right to City water under the terms of this Agreement. With respect to any water quality-related issues, concerns or claims Property Owner may have, Property Owner's only remedy under this Agreement is to terminate the agreement or continue to accept water from the City. Property Owner agrees to indemnify City consistent with this section related to any actual or potential contamination within City's water supplied under this Agreement.

This section shall survive termination or expiration of this Agreement.

9. Public Health, Safety and Welfare. Nothing contained in this Agreement shall limit City's authority to exercise its police powers, governmental authority or take other appropriate actions to address threats to public health, safety and welfare, including temporarily suspending Utility Services as deemed appropriate by City in its sole determination.
10. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Tulare County, California.
11. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
12. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any of one provision in this Agreement shall not affect the other provisions.
13. Interpretation. The parties acknowledge this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

14. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
15. **Exhibits.** Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
16. **Precedence of Documents.** In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
17. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
18. **No third Party Beneficiaries.** The rights, interest, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
19. **Extent of Agreement.** Each party acknowledges they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Property Owner.



IN WITNESS WHEREOF, the parties have executed this Agreement at Tulare,  
California, the day and year first above written.

CITY OF TULARE  
A California municipal corporation

By: \_\_\_\_\_  
MARC MONDELLI, City Manager,

By: Maria Plascencia 6-21-22  
MARIA PLASCENCIA-SALAS  
Property Owner

ADDRESS:  
411 East Kern Ave.  
Tulare, CA. 93274

ADDRESS:  
753 S. W. St. Tulare, CA  
93274

APPROVED AS TO FORM:

By: Mario Zamora  
MARIO ZAMORA  
City Attorney

ATTACHMENTS

- A. Property description



owner: Maria PLASENCIA

1. Recital of Existing state of property : APN 164-150-032, W TOLLIA Rd.

The existing property is located on the North West part of the city of Tulare Ca. located at the West end of West Tallin Road. The lot is an empty lot with no structure .It is tree-less and only dirt.

There are (3) lots to its East ,and all are connected to the city of Tulare water main.The water main is as close as 23' to the property's South East corner ,behind lot is West Prosperity ( Ave) where city main is located.

The back has complete access to the main and has no trees, bushes or sidewalk to get in the way of construction if connection is allowed.

Sincerely yours,

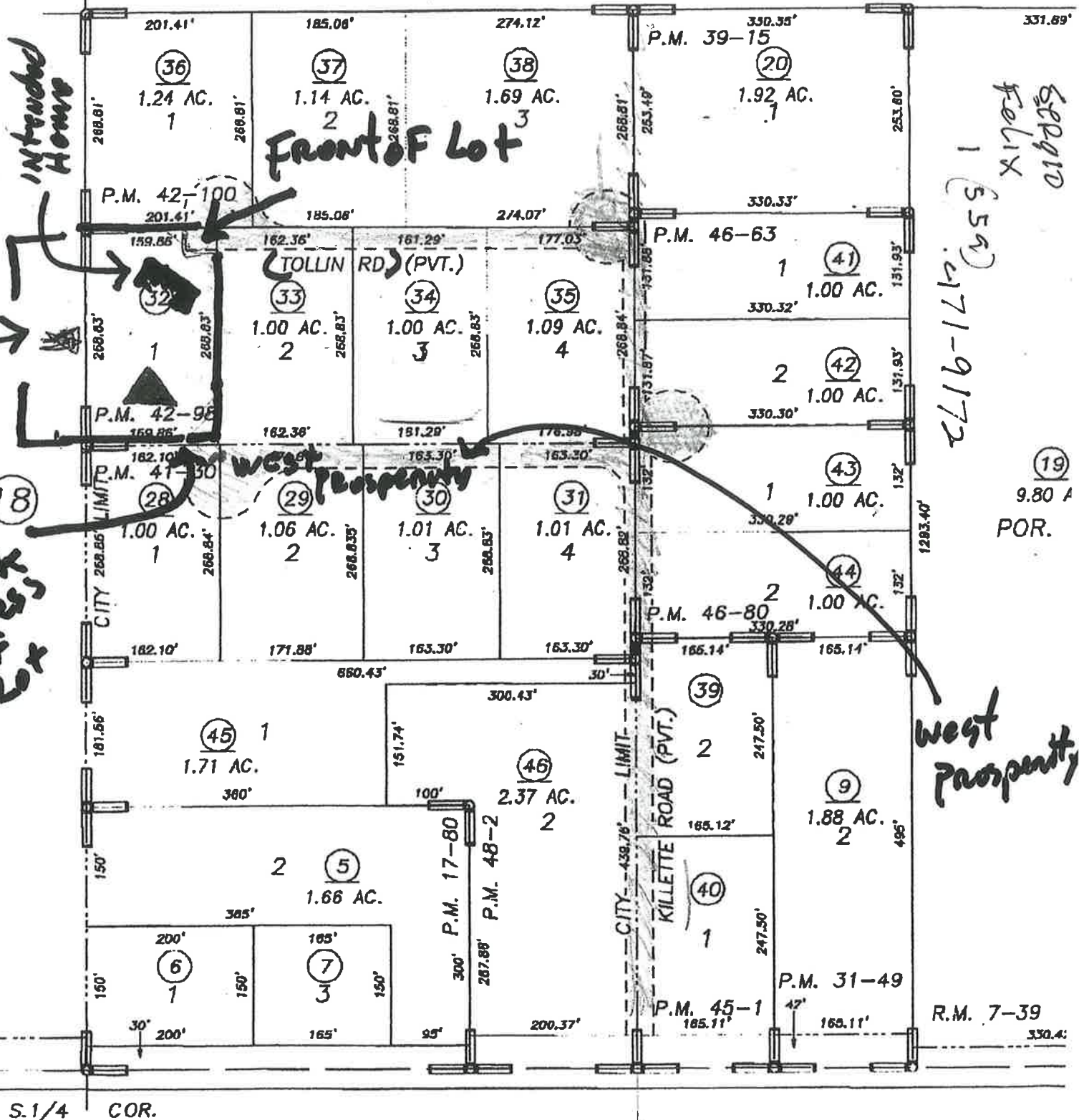
OWNER: Maria Placencia

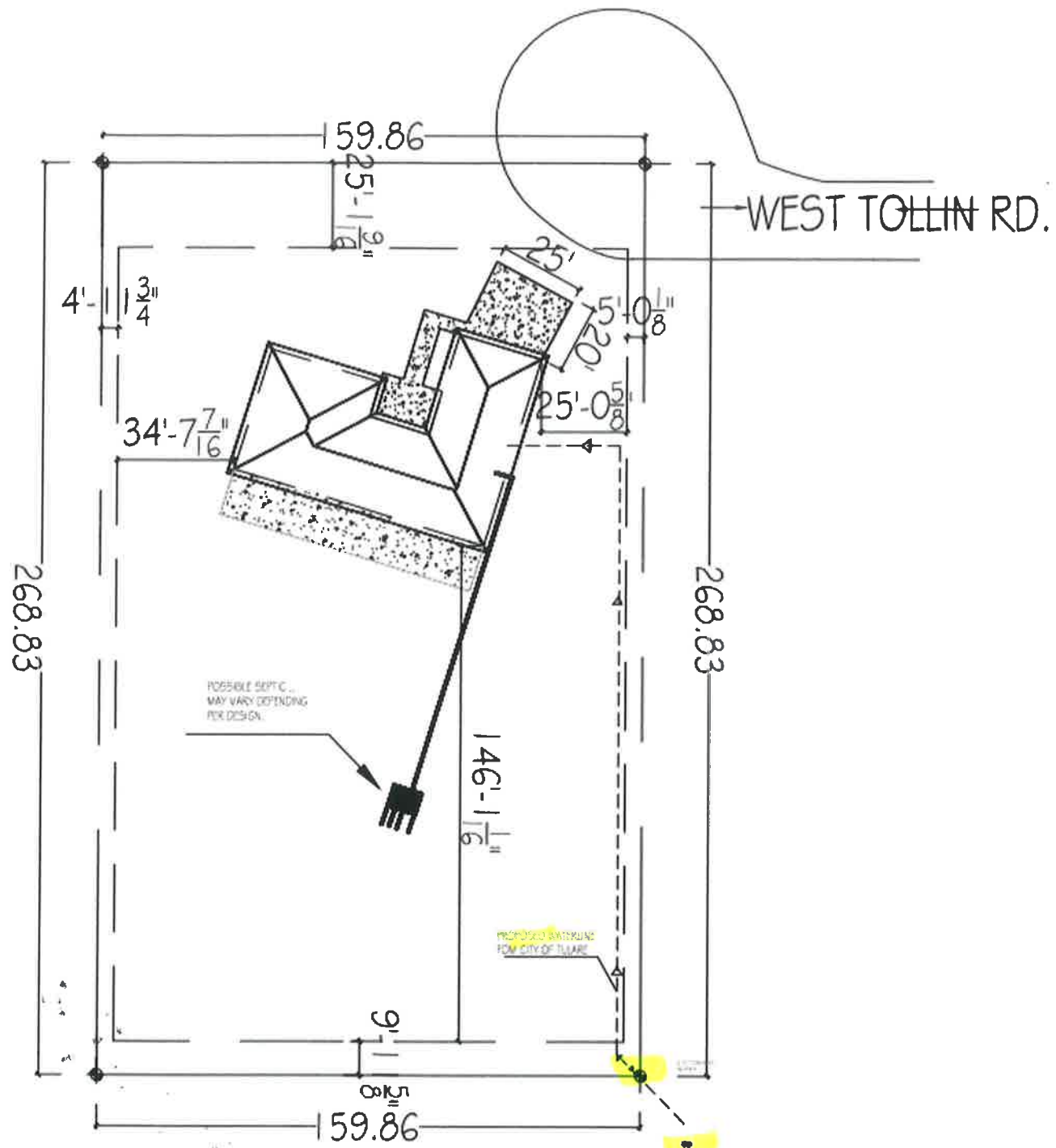
S1/2 OF SE1/4 SEC. 3.

164-150-032, W Tellin Rd

IMER  
PREPARED FOR LOCAL  
PURPOSES ONLY  
SHOWN HEREON MAY  
STATE AND LOCAL  
VANCES, AND NO  
ED FOR THE USE  
V SHOWN HEREON.  
327, 408.3, ETC.

W. 1/4 COR.





Felix family new home 164-150-023 WEST TOLLIN RD  
 2404 sq ft. = living space  
 576 Sq ft = garage 4 bed room / 3 bath

WEST PROSPERITY .

APN # 164-150-032, West Tollin Rd

owner: Maria Placencia



OWNER Maria Pasentia  
APN: 64-150-032 W. TALLEY RD

BACK OF PROPERTY

FRONT



W. Prosperity AVE





AP# 164-150-032 W. TOLLW RD

owner Maria Plabencia

W. TOLLW RD

(N) FRONT

SITE

(E)

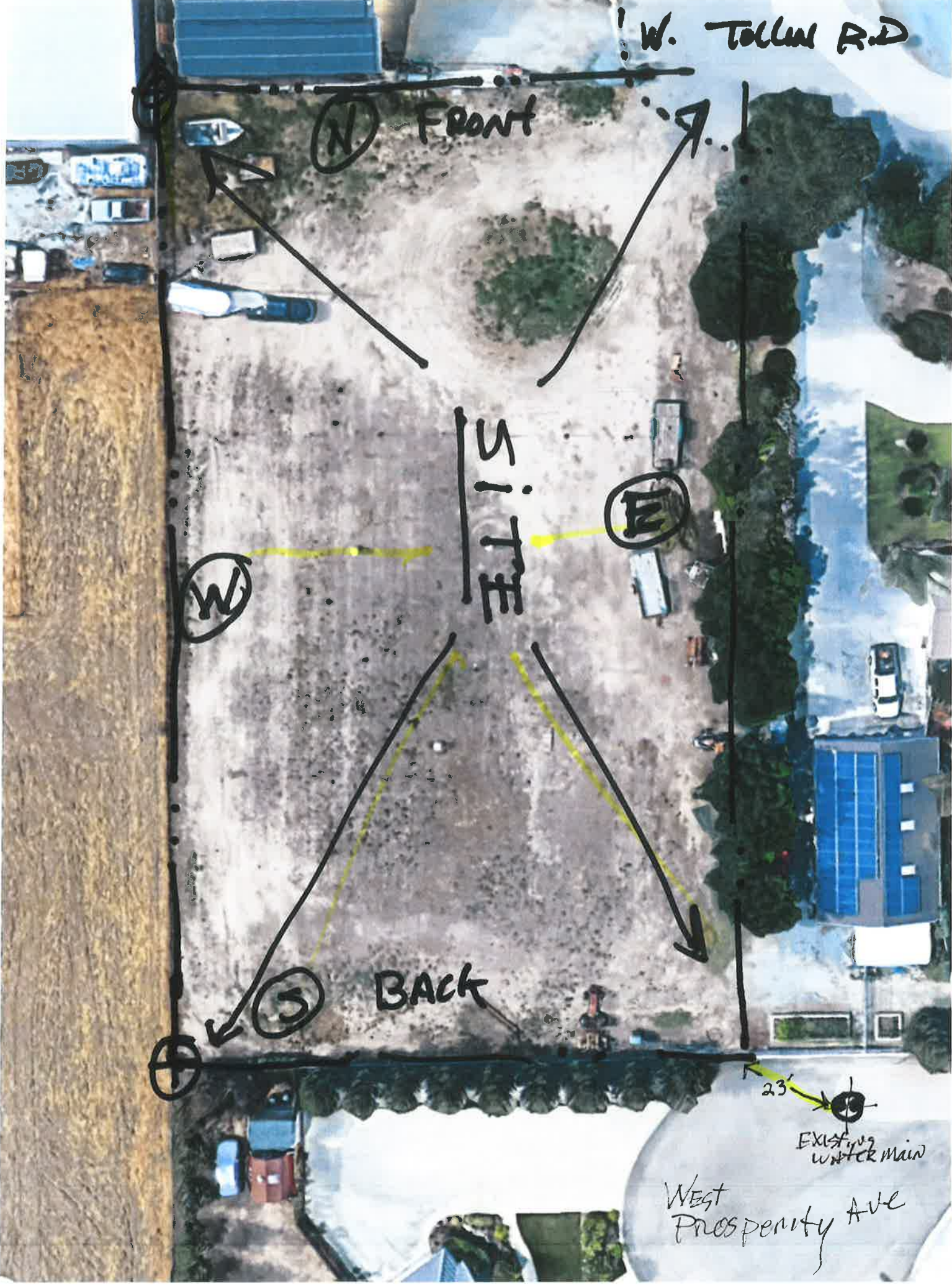
(W)

(S) BACK

BACK

23' EXISTING WATER MAIN

West Prosperity Ave





MARIA PLACENCIA

APN 164-150-032 W. TOLLIN RD

Property

EXISTING WATER MAIN

A, B, C  
Residence's  
(Dwellings)  
HAVE EXISTING  
WATER

OWNER MARIA PLACENCIA

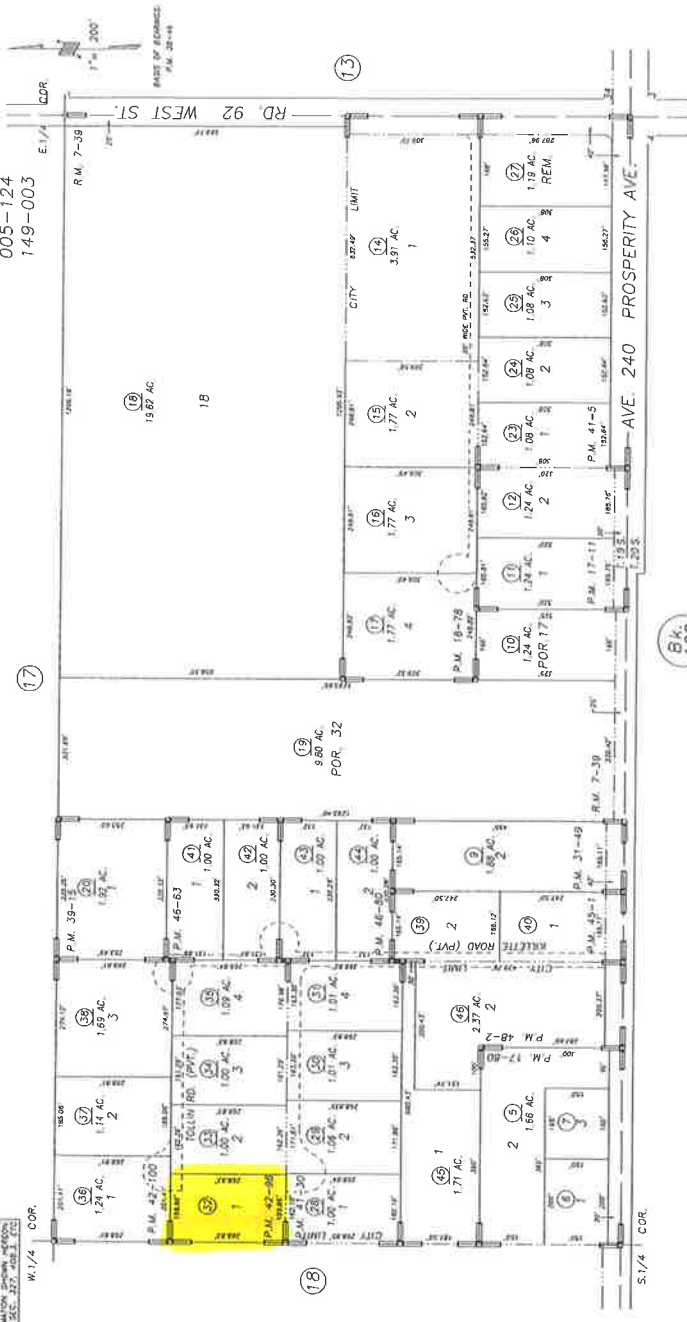


S1/2 OF SE1/4 SEC.33, T.19S., R.24E., M.D.B.&M.

Tax Area Codes 164-15

005-062  
005-089  
005-124  
149-003

DISCLAIMER  
THIS MAP WAS PREPARED FOR LOCAL  
PROPERTY TAXATION PURPOSES ONLY.  
AND THE ASSessor'S OFFICE MAKES  
NO WARRANTY AS TO THE ACCURACY  
OR COMPLETENESS OF THE DATA  
HEREON. THE ASSessor'S OFFICE  
SHALL NOT BE RESPONSIBLE FOR  
ANY LOSS OR DAMAGE TO ANY  
PROPERTY OR PERSONS ARISING  
FROM THE USE OF THIS MAP.  
S.B. 7-2008, SEC. 377, 383.3, 383.303



- PARCEL MAP NO. 4026, P.M. 41-30
- PARCEL MAP NO. 4194, P.M. 42-98
- PARCEL MAP NO. 4196, P.M. 42-100
- PARCEL MAP NO. 4396, P.M. 45-1
- PARCEL MAP NO. 4558, P.M. 48-63
- PARCEL MAP NO. 4575, P.M. 48-80
- PARCEL MAP NO. 4697, P.M. 48-2
- PARCEL MAP NO. 1610, P.M. 17-11
- PARCEL MAP NO. 1679, P.M. 17-80
- PARCEL MAP NO. 1777, P.M. 18-78
- PARCEL MAP NO. 3048, P.M. 31-49
- PARCEL MAP NO. 3812, P.M. 39-15
- PARCEL MAP NO. 4001, P.M. 41-5

Bk 168

VICINITY OF TULARE  
ASSESSOR'S MAPS BK.164 , PG.15  
COUNTY OF TULARE, CALIFORNIA, U.S.A.

NOTE: Assessor's Parcel Numbers Shown in Circles  
Assessor's Block Numbers Shown in Ellipses

2025	2025	2025
REVISED	DATE	TECH

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF TULARE BOARD OF PUBLIC UTILITIES  
APPROVING AN AGREEMENT TO PROVIDE EXTRA TERRITORIAL  
SERVICES TO MARIA PLASCENCIA-SALAS AND INITIATING AN  
APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION TO TAKE  
PROCEEDINGS ON THE AGREEMENT**

**WHEREAS**, Maria Plascencia-Salas (Salas) owns .87 acres of vacant property located at the west end of West Tollin Road, APN 164-150-032 and has requested to be connected to city water service; and,

**WHEREAS**, the Salas property is in the County but adjacent to the Tulare City limits and within the Sphere of Influence; and,

**WHEREAS**, Maria Plascencia-Salas has submitted a completed Application for Extraterritorial Services and has entered into an Extraterritorial Water Service and Offsite Infrastructure Agreement with the City; and

**WHEREAS**, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 requires that the Local Agency Formation Commission review and approve extraterritorial service agreements; and,

**WHEREAS**, the City of Tulare has the capacity to provide water to the Salas property; and,

**WHEREAS**, the City of Tulare Board of Public Utilities has determined that the request is exempt from provisions of the California Government Code and the California Environmental Quality Act (CEQA).

**NOW THEREFORE BE IT RESOLVED**, the City of Tulare Board of Public Utilities makes the following findings of fact;

1. That Maria Plascencia-Salas has requested that the City of Tulare Board of Public Utilities allow connection to the city water system.
2. The Salas property is adjacent to and within the Sphere of Influence of the City of Tulare.
3. That the City of Tulare is able and willing to allow connection to the city water system and to provide ongoing water services.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the City of Tulare Board of Public Utilities that the request by Tony Fagundes to connect to the city municipal water system is hereby approved, subject to the terms and conditions as set forth in the executed Extraterritorial Water Service and Offsite Infrastructure Agreement dated July 21, 2022.



**BE IT FURTHER RESOLVED**, that the City of Tulare Board of Public Utilities directs that the Community Development Director or his designee to transmit this resolution to the Local Agency Formation Commission of Tulare County and the City of Tulare Board of Public Utilities' request that the Local Agency Formation Commission of Tulare County take the necessary actions for the approval of this extraterritorial services agreement in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
President of the City of Tulare Board of  
Public Utilities

ATTEST:

\_\_\_\_\_  
Chief Deputy City Clerk and Clerk of  
The Board of Public Utilities of the City of Tulare