

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

December 7, 2017

**A closed session meeting of the Board of Public Utilities Commissioners, City of Tulare, was held on Thursday, December 7, 2017 at 3:30 p.m. in the Tulare Public Library & Council Chambers.**

**BOARD MEMBERS PRESENT:** James Pennington, Howard Stroman, Thomas Griesbach, Gregory Blevins, Chris Soria

**STAFF PRESENT:** Joe Carlini, Sarah Tobias, Melissa Hermann

**I. CALL TO ORDER CLOSED SESSION**

President Pennington called the closed session to order at 3:30 p.m.

**II. CITIZEN COMMENTS**

There were no citizen comments.

**III. ADJOURN TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION(S):**

- (a) 54956.9(e)(2) Conference with Legal Counsel – Anticipated Litigation (1)  
Facts and circumstances from complications surrounding the current status  
of the power purchase agreement and interconnection agreement with Fuel  
Cell Energy.**

President Pennington adjourned to closed session at 3:30 p.m.

**IV. RECONVENE CLOSED SESSION**

President Pennington reconvened from closed session at 3:53 p.m.

**V. CLOSED SESSION REPORT (if any)**

President Pennington advised there were no reportable items.

**VI. ADJOURN CLOSED SESSION**

President Pennington adjourned closed session at 3:53 p.m.

**A regular session meeting of the Board of Public Utilities Commissioners, City of Tulare, was held on Thursday, December 7, 2017 at 4:00 p.m. in the Tulare Public Library & Council Chambers.**

**BOARD MEMBERS PRESENT:** James Pennington, Howard Stroman, Thomas Griesbach, Gregory Blevins, Chris Soria

**STUDENTS PRESENT:** Maribel Lupercio, Alicia Aroche

**STUDENTS ABSENT:** Esmeralda Arellano

**STAFF PRESENT:** Joe Carlini, Sarah Tobias, Michael Miller, Darlene Thompson, Trisha Whitfield, Tim Doyle, Nick Bartsch, Frank Rodriguez, Ben Siegel, Melissa Hermann

**VII. CALL TO ORDER REGULAR SESSION**

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

**VIII. PLEDGE OF ALLEGIANCE AND INVOCATION**

President Pennington led the Pledge of Allegiance and an invocation was given by Vice President Stroman.

**IX. CITIZEN COMMENTS**

President Pennington advised that comments from the public are for items within the jurisdiction of the Board. Speakers will be allowed three minutes.

There were no citizen comments presented.

**X. COMMUNICATIONS**

There were no items for this section on the agenda.

**XI. STUDENT REPORTS**

There were no students present to provide a report.

**XII. CONSENT CALENDAR**

**It was moved by Vice President Stroman, seconded by Board Member Griesbach and unanimously carried that the items on the Consent Calendar be approved as presented.**

**(1) Approve minutes of November 16, 2017 regular meeting(s).**

- (2) **Accept monthly investment report.**
- (3) **Award Bid 18-638 to Will Tiesiera Ford in the amount of \$26,165.20 for the purchase of one (1) 2018 Ford Extended Cab Half Ton Pickup Truck for the Solid Waste Division.**

### **XIII. 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) **Approve Proposed Solid Waste Rate Scenario 1, 2 or 3 as presented by R3 Consulting Group, or provide alternative direction.** Management Analyst Ben Siegel introduced the item and William Schoen of R3 Consulting Group who provided a presentation for the Board's review and consideration. Following the presentation and discussion, the Board directed staff and R3 Consulting Group to prepare and return for the Board's review at a future meeting an additional scenario, utilizing aspects presented in scenario 3.
- (2) **Award and authorize the City Manager to execute a contract for the Well #1 and Well #26 Improvement project to Valley Pump & Dairy Systems, Inc. of Tulare, California in the amount of \$71,359.00; and authorize the City Manager, or designee, to approve contract change orders in amounts up to 10% (\$7,135.90) of the contract award.** Project Manager Jim Funk provided a report for the Board's review and consideration. Following discussion, it was moved by Vice President Stroman, seconded by Board Member Soria and unanimously carried to approve the item as presented.
- (3) **Authorize the Public Works Director or City Manager to execute a contract amendment to the existing professional services agreement for the purposes of developing and implementing the Ten Year Energy Plan with Hydros Agritech, Inc. of San Francisco, CA in an amount not to exceed \$94,398, subject to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.** Public Works Director Trisha Whitfield provided a report for the Board's review and consideration. Without discussion, it was moved by Board Member Griesbach, seconded by Board Member Blevins and unanimously carried to approve the item as presented.
- (4) **Approve and authorize the City Manager to execute an amendment to the Power Purchase Agreement (PPA) between the City and Fuel Cell Energy (FCE) subject to minor conforming changes by the City Attorney's Office.** Assistant City Attorney Sarah Tobias provided a report for the Board's review and consideration. Without discussion, it was moved by Board Member Blevins, seconded by Vice President Stroman and unanimously carried to approve the item as presented.

- (5) **Discussion and selection of two (2) Board of Public Utilities Representatives on the TID/City Operations Committee.** City Manager Joe Carlini and Public Works Director Trisha Whitfield provided information for the Board's review and consideration. Following discussion, it was moved by Board Member Griesbach, seconded by Board Member Soria and unanimously carried to select Board Member Blevins and Vice President Stroman as the Board Representatives for the TID/City Operations Committee.

**XIV. ITEMS OF BOARD INTERESTS** (may include City Council and Planning Commission updates) – GC 54954.2(3)

Items of Board interest were discussed among the Board and staff.

It was the consensus of the Board to have an item placed on a future agenda regarding solutions to trash and illegal dumping in the downtown area while utilizing members of the community.

**XV. ADJOURN REGULAR MEETING**

President Pennington adjourned the regular meeting at 6:27 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

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

**Submitting Department:** Finance

**For BPU Meeting of:** December 21, 2017

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

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**AGENDA ITEM:**

Accept Financial Status Report.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

The statements attached reflect Operating, CIP and Reserve funds that are part of the Water and Sewer funds. The Solid Waste fund only has a CIP fund and Operating fund. Staff has included inter-fund transfers on the respective fund columns so the Board can see where funds come from to pay for some of the projects.

The expenditures reflect the annual administrative fees and inter-fund transfers, so the expenditures appear inflated. The administrative fees and inter-fund transfers are only made annually at the beginning of the fiscal year.

Water and Sewer revenue increased over what was billed through November 30, 2016. Water revenue is \$1 million more and Sewer revenue is \$679,000 more. Both these increases are directly related to the rate increase in October 2016. Solid Waste did not have a fee increase, but it was \$107,000 more than last year primarily due to increased service numbers.

Expenses for Solid Waste and Sewer are higher when compared to last year by \$520 thousand and \$482 thousand respectively. Water expenses were \$464 thousand less than November 2016 Water expenses. All three funds are tracking in line with the approved 2017/18 fiscal year budget.

**STAFF RECOMMENDATION:**

Accept Financial Status Report.

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

**Submitted by:** Darlene Thompson

**Title:** Finance Director

**Date:** December 21, 2017

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

City of Tulare  
Solid Waste Funds  
Summary of Revenue/Expenditures -Budget to Actual  
For the Five Months Ended  
November 30, 2017

	Funds 012 - Solid Waste Operations											Fund 612 Capital		Solid Waste		
	Residential		Commercial		Street Sweeping		Roll-Offs		Other Revenue		Total		CIP		Total Solid Waste	
	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual Total	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual FY 2017
<b>Revenues:</b>																
Service Revenue - Operating Funds	\$ 4,990,010	\$ 2,031,454	\$ 1,804,720	\$ 784,251	\$ 1,020,390	\$ 457,890	\$ 703,580	\$ 280,114			\$ 8,518,700	\$ 3,553,708			\$ 8,518,700	\$ 3,553,708
Recycle Sales	46,820	14,688	6,240	10,113	-	-		1,840		\$ -	53,060	26,641			53,060	26,641
Miscellaneous Revenue									173,100	117,315	173,100	117,315			173,100	117,315
Interfund Loan Repayment											-	-			-	-
<b>Total Revenues</b>	<b>5,036,830</b>	<b>2,046,142</b>	<b>1,810,960</b>	<b>794,364</b>	<b>1,020,390</b>	<b>457,890</b>	<b>703,580</b>	<b>281,954</b>	<b>173,100</b>	<b>117,315</b>	<b>8,744,860</b>	<b>3,697,665</b>	<b>-</b>	<b>-</b>	<b>8,744,860</b>	<b>3,697,665</b>
<b>Expenditures:</b>																
Operations																
Salaries & Benefits	1,582,680	718,268	934,350	351,125	298,840	113,228	204,860	120,862			3,020,730	1,303,483			3,020,730	1,303,483
Maintenance & Operations	2,565,540	841,258	1,109,020	373,627	403,830	114,784	487,550	163,948			4,565,940	1,493,617			4,565,940	1,493,617
Annual Admin, Franchise & IT Fees	238,010	227,270	109,250	109,250	20,120	20,120	31,920	31,920			399,300	388,560			399,300	388,560
Depreciation	7,880	3,705					-				7,880	3,705			7,880	3,705
Transfers to Technology CIP	6,150	6,150					-				6,150	6,150			6,150	6,150
Total Operations	4,400,260	1,796,651	2,152,620	834,002	722,790	248,132	724,330	316,730	-	-	8,000,000	3,195,515	-	-	8,000,000	3,195,515
<b>Net Revenue from Operations</b>	<b>636,570</b>	<b>249,491</b>	<b>(341,660)</b>	<b>(39,638)</b>	<b>297,600</b>	<b>209,758</b>	<b>(20,750)</b>	<b>(34,776)</b>	<b>173,100</b>	<b>117,315</b>	<b>744,860</b>	<b>502,150</b>	<b>-</b>	<b>-</b>	<b>744,860</b>	<b>502,150</b>
<b>Other Expenditures</b>																
Capital Outlay																
Special M & O	13,088	690	4,363	230	2,181	115	2,181	115			21,814	1,150			21,814	1,150
CIP Expenditures	160,000		61,000	4,882			11,500	78			232,500	4,960	40,000		272,500	4,960
Total Capital Expenditures	173,088	690	65,363	5,112	2,181	115	13,681	193	-	-	254,314	6,110	40,000	-	294,314	6,110
<b>Operating Transfers In(Out)</b>	<b>(234,000)</b>	<b>(234,000)</b>	<b>(117,000)</b>	<b>(117,000)</b>	<b>(19,500)</b>	<b>(19,500)</b>	<b>(19,500)</b>	<b>(19,500)</b>			<b>(390,000)</b>	<b>(390,000)</b>	<b>(134,750)</b>	<b>390,000</b>	<b>(524,750)</b>	<b>-</b>
<b>Net Revenue/(Expenditures)</b>	<b>\$ 229,482</b>	<b>\$ 14,801</b>	<b>\$ (524,023)</b>	<b>\$ (161,750)</b>	<b>\$ 275,919</b>	<b>\$ 209,528</b>	<b>\$ (53,931)</b>	<b>\$ (34,969)</b>	<b>\$ 173,100</b>	<b>\$ 117,315</b>	<b>\$ 100,546</b>	<b>\$ 106,040</b>	<b>\$ (174,750)</b>	<b>\$ 390,000</b>	<b>\$ (74,204)</b>	<b>\$ 496,040</b>
<b>Unadjusted Cash Balance at November 30, 2017</b>											<b>\$ 4,293,077</b>		<b>\$ 821,452</b>		<b>\$ 5,114,529</b>	

Expenses paid in July and August for June activities are included in the previous fiscal year's expense as the City uses a Modified Accrual Basis of accounting.

City of Tulare  
Sewer/Wastewater Utility Funds  
Summary of Revenue/Expenditures -Budget to Actual  
For the Five Months Ended  
November 30, 2017

	Funds 015 Sewer - Wastewater Operations										Fund 615 Capital		Fund 685 Reserves		Sewer Wastewater				
	Sewer Collection		Domestic Wastewater		Industrial Wastewater		Pretreatment		Energy		Total Sewer Wastewater Operations		CIP		Reserves		Total Funds		
	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	FY
<b>Revenues:</b>																			
Service Revenue - Operating Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,275,290	\$ 7,523,726	\$ 9,556,580	\$ 2,938,586	\$ 1,800,000	\$ 700,000	\$ 35,631,870	\$ 11,162,312	
Miscellaneous Revenue											3,008,000	1,054,484				3,008,000	1,054,484		
<b>Total Revenues</b>	-	-	-	-	-	-	-	-	-	-	<b>27,283,290</b>	<b>8,578,210</b>	<b>9,556,580</b>	<b>2,938,586</b>	<b>1,800,000</b>	<b>700,000</b>	<b>38,639,870</b>	<b>12,216,796</b>	
<b>Expenditures:</b>																			
Operations																			
Salaries & Benefits	763,230	313,387	1,121,540	448,546	1,357,140	600,460	100,290	29,155	17,120	4,916	3,359,320	1,396,463					3,359,320	1,396,463	
Maintenance & Operations	1,377,018	427,081	2,588,909	726,893	2,966,288	799,238	52,790	20,113	658,967	112,030	7,643,973	2,085,355	197,330	2,400			7,841,303	2,087,755	
Annual Admin, Franchise & IT Fees	72,820	57,720	134,612	111,760	134,462	105,610	(7,560)	(7,560)	7,300	7,300	341,634	274,830					341,634	274,830	
Depreciation	1,341,500	566,210	1,030,040	412,814	2,862,060	1,192,620			510,810	212,838	5,744,410	2,384,481					5,744,410	2,384,481	
Transfers to Surface Water			424,770	424,770							424,770	424,770					424,770	424,770	
Transfers to Technology CIP	-	-	12,290	12,290							12,290	12,290					12,290	12,290	
<b>Total Operations</b>	<b>3,554,568</b>	<b>1,364,397</b>	<b>5,312,161</b>	<b>2,137,072</b>	<b>7,319,950</b>	<b>2,697,928</b>	<b>145,520</b>	<b>41,708</b>	<b>1,194,197</b>	<b>337,083</b>	<b>17,526,397</b>	<b>6,578,189</b>	<b>197,330</b>	<b>2,400</b>	<b>-</b>	<b>-</b>	<b>17,723,727</b>	<b>6,580,589</b>	
<b>Net Revenue from Operations</b>											<b>9,756,893</b>	<b>2,000,022</b>	<b>9,359,250</b>	<b>2,936,186</b>	<b>1,800,000</b>	<b>700,000</b>	<b>20,916,143</b>	<b>5,636,208</b>	
<b>Other Expenditures</b>																			
Capital Outlay																			
Special M & O			63,000		403,623	192,997					466,623	192,997					466,623	192,997	
CIP Expenditures			40,000								40,000	-	3,155,145	354			3,195,145	354	
<b>Total Capital Expenditures</b>	<b>-</b>	<b>-</b>	<b>103,000</b>	<b>-</b>	<b>403,623</b>	<b>192,997</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>506,623</b>	<b>192,997</b>	<b>3,155,145</b>	<b>58,400</b>	<b>-</b>	<b>-</b>	<b>3,661,768</b>	<b>193,351</b>	
Debt Service																			
Debt Service	765,750	(87,860)	4,052,750	(319,193)	9,851,600	(1,003,655)			626,320	(43,656)	15,296,420	(1,454,363)					15,296,420	(1,454,363)	
<b>Total Debt Service</b>	<b>765,750</b>	<b>(87,860)</b>	<b>4,052,750</b>	<b>(319,193)</b>	<b>9,851,600</b>	<b>(1,003,655)</b>	<b>-</b>	<b>-</b>	<b>626,320</b>	<b>(43,656)</b>	<b>15,296,420</b>	<b>(1,454,363)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,296,420</b>	<b>(1,454,363)</b>	
<b>Total Other Expenditures</b>	<b>765,750</b>	<b>(87,860)</b>	<b>4,155,750</b>	<b>(319,193)</b>	<b>10,255,223</b>	<b>(810,658)</b>	<b>-</b>	<b>-</b>	<b>626,320</b>	<b>(43,656)</b>	<b>15,803,043</b>	<b>(1,261,366)</b>	<b>3,155,145</b>	<b>58,400</b>	<b>-</b>	<b>-</b>	<b>18,958,188</b>	<b>(1,261,012)</b>	
<b>Operating Transfers In(Out)</b>																			
			-	-	-	-	-	-	-	-	-	-	(517,250)	-	-	-	(517,250)	-	
<b>Net Revenue/(Expenditures)</b>											<b>\$ (6,046,150)</b>	<b>\$ 3,261,388</b>	<b>\$ 5,686,855</b>	<b>\$ 2,877,786</b>	<b>\$ 1,800,000</b>	<b>\$ 700,000</b>	<b>\$ 1,440,705</b>	<b>\$ 6,897,220</b>	
<b>Unadjusted Cash Balance at November 30, 2017</b>											<b>\$ 12,534,270</b>		<b>\$ 9,452,985</b>		<b>\$ 1,960,000</b>		<b>\$ 23,947,254</b>		

Expenses paid in July and August for June activities are included in the previous fiscal year's expense as the City uses a Modified Accrual Basis of accounting.

City of Tulare  
 Water Utility Funds  
 Summary of Revenue/Expenditures -Budget to Actual  
 For the Five Months Ended  
 November 30, 2017

	Fund 010 Water Operations										Fund 610 Capital		Fund 680 Reserves		Water Funds			
	Admin		Distribution		Extraction		Treatment		Groundwater		Total Water Operations		CIP		Reserves		Total Water Funds	
	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	Annual Budget FY 2017	Actual	12 Mos Budget FY 2017	Annual Actual		
<b>Revenues:</b>																		
Service Revenue - Operating Funds										\$ 6,862,320	\$ 3,204,595	\$ 2,242,900	\$ 1,055,036	\$ 1,334,610	\$ 544,315	\$ 10,439,830	\$ 4,803,946	
Water Recharge Component										220,000	109,937					220,000	109,937	
State Revolving Fund												1,350,000				1,350,000	-	
Water Waste Fees										60,000	16,005					60,000	16,005	
Miscellaneous Revenue										601,100	356,183					601,100	356,183	
<b>Total Revenues</b>	-	-	-	-	-	-	-	-	-	<b>7,743,420</b>	<b>3,686,720</b>	<b>3,592,900</b>	<b>1,055,036</b>	<b>1,334,610</b>	<b>544,315</b>	<b>12,670,930</b>	<b>5,286,071</b>	
<b>Expenditures:</b>																		
Operations																		
Salaries & Benefits	506,270	217,215	880,950	381,328	206,090	93,265	139,700	56,675	59,770	19,296	1,792,780	767,779					1,792,780	767,779
Maintenance & Operations	558,690	209,840	656,535	500,922	1,722,965	661,601	203,117	79,562	904,930	9,803	4,046,237	1,461,728	10,000				4,056,237	1,461,728
Annual Admin, Franchise & IT Fees	37,060	12,820	89,690	87,690	49,050	47,950	17,700	17,700	15,290	15,290	208,790	181,450					208,790	181,450
Depreciation	7,530	3,136	976,180	410,170	210,050	102,080		757			1,193,760	516,142					1,193,760	516,142
Transfers to Surface Water									663,400	663,400	663,400	663,400					663,400	663,400
Transfers to Technology CIP	7,350	7,350	-	-	-	-	-	-	-	-	7,350	7,350					7,350	7,350
Total Operations	1,116,900	450,360	2,603,355	1,380,110	2,188,155	904,895	360,517	154,694	1,643,390	707,789	7,912,317	3,597,848	10,000	-	-	-	7,922,317	3,597,848
<b>Net Revenue from Operations</b>											<b>(168,897)</b>	<b>88,872</b>	<b>3,582,900</b>	<b>1,055,036</b>	<b>1,334,610</b>	<b>544,315</b>	<b>4,748,613</b>	<b>1,688,223</b>
<b>Other Expenditures</b>																		
Capital Outlay																		
Special M & O			98,000	13,834							98,000	13,834					98,000	13,834
CIP Expenditures													12,549,729	362,574			12,549,729	362,574
Total Capital Expenditures	-	-	98,000	13,834	-	-	-	-	-	-	98,000	13,834	12,549,729	362,574	-	-	12,647,729	376,408
Debt Service																		
Debt Service	1,012,740	456,250		(79,125)							1,012,740	377,124					1,012,740	377,124
Total Debt Service	1,012,740	456,250	-	(79,125)	-	-	-	-	-	-	1,012,740	377,124					1,012,740	377,124
<b>Total Other Expenditures</b>	1,012,740	456,250	98,000	(65,291)	-	-	-	-	-	-	1,110,740	390,958	12,549,729	362,574	-	-	13,660,469	753,533
<b>Operating Transfers In(Out)</b>													2,992,000				2,992,000	-
<b>Net Revenue/(Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,279,637)</b>	<b>\$ (302,086)</b>	<b>\$ (5,974,829)</b>	<b>\$ 692,461</b>	<b>\$ 1,334,610</b>	<b>\$ 544,315</b>	<b>\$ (5,919,856)</b>	<b>\$ 934,690</b>
<b>Unadjusted Cash Balance at November 30, 2017</b>											<b>\$ 3,354,112</b>		<b>\$ (285,769)</b>		<b>\$ 1,446,100</b>		<b>\$ 4,514,443</b>	

Expenses paid in July and August for June activities are included in the previous fiscal year's expense as the City uses a Modified Accrual Basis of accounting.



**AGENDA ITEM: Consent 3**

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

**Submitting Department: Public Works**

**For Board Meeting of: December 21, 2017**

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

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***AGENDA ITEM:***

Receive the Public Works performance reports for November 2017.

***IS PUBLIC HEARING REQUIRED:*** Yes No

***BACKGROUND/EXPLANATION:***

Public Works first reported performance dashboards for each of its divisions to the Board of Public Utilities in August 2015 with the intention of inviting additional transparency into the maintenance and operations activities of each of the divisions.

**Solid Waste**

Overall, fleet availability reduced marginally from 80% in October to 78% in November. Residential, Sweeper and Roll Off divisions met their availability targets. Commercial division did not meet its target, achieving 71%.

In the Commercial division, four units were below standard availability. The addition of 29 route days, the equivalent of each unit below availability standard being available for an additional 8 route days of the month, would have brought this division up to standard. Availability is measured in 'Route Days' – the total number of days in the month a vehicle is available to service a route divided by the total number of days with routes that require service.

**Water**

Water delivery, or water "sold," in October 2017 increased by 43.2 million gallons (+11.2%) as compared to October 2016. Potable water production was increased by 33.6 million gallons (+7.5%) in October 2017 as compared to October 2016. Recall that water delivery volumes lag by a month due to availability of billing data.

**Conservation**

In October, Gross Gallons per capita has increased from 224 last year to 246 gallons per capita per day this year (+10%). This is a measurement of water use efficiency throughout the city as a whole across all customers. In October, the Residential Gallons per capita use increased from 134 gpd last year to 139 gpd this year (+4%). Residential Gallons per capita looks specifically at residential water use only. Total water waste tickets in November were 264.

## **Collections**

In November, the Collections division was very productive, cleaning over 73,700 feet of collection lines. The three month average for collections line cleaning is 35,900 feet per month; 73,700 feet is an increase of 114%, or 37,800 linear feet. Staff deployed two vacuum trucks throughout the month instead of the standard single truck to make progress on the division's cleaning schedule. Over half of its time (54%, 405.5 man hours) was spent on Preventative Maintenance. Corrective Maintenance activities were limited to 6% (45.5 man hours). 20% (152 man hours) were spent engaged in administrative tasks related to operating the division. Man hours for the prior November 2016 were included for comparison purposes, however because preventative and corrective maintenance activities were not separated at that time, the Preventative Maintenance category shows more time spent than this year, and the corrective maintenance category shows no time spent last year.

## **Waste Water Treatment Plant**

In November, the WWTP performed to standards and exhibited better metrics for TSS and BOD than in previous months. The monthly sample average of 18 mg/l for TSS was within permit requirements. BOD was higher than typical as well, producing a monthly sample average of 27, within the permit requirements. Ammonia metrics were acceptable and consistent with prior months.

Operationally, the WWTP completed 5 corrective work orders and 257 preventative maintenance work orders. Only 2% of work orders were completed to address an immediate and unplanned problem. The remaining 98% of work orders were for planned and preventative maintenance. Overall, 83 of the work orders were completed for the Domestic side of the facility and 179 for the Industrial side, 32% and 68% respectively. The gross total monthly influent and effluent volumes for both the Domestic and Industrial facilities increased (-10 MG) over October to a total of 344.5 MG.

## **Air Permit**

The WWTP maintains 14 total air permits throughout the facility and operations. The WWTP staff has reduced the overall number of Air Permits from 18 down to 14 when the existing Fuel Cells were taken off line.

## **Consultant Projects**

In response to the BPU's direction on June 1, 2017 to include project updates related to the 10 Year Energy Plan on the Department Dashboard, staff has added the '*Consultant Projects*' category. This will include monthly progress reports on any approved and ongoing consulting projects.

### **10 Year Energy Plan Project**

On December 1, 2017 Hydros submitted their October invoicing in the total amount of \$10,636.90 (9.2%). The total amount invoiced to date is \$88,683.50 (77.0%). The Natural Gas fuel cell is currently on schedule. Below is a brief summary of the project activities invoiced for period 11/1/2017 through 11/30/2017:

- Monitoring existing fuel cells decommissioning and removal. Inspect removal site for condition

- 1 hours
- Weekly phone meetings with FCE regarding construction scheduling and commissioning. Document reviews as appropriate. One site visit to confirm status of heat loop installation to industrial boiler
  - 4.75 hours
- Process Engineering Study: Preparation of field notes and verification; Value engineering alternative designs for heat use. Preparation of narrative of report and accompanying graphics. Engineering review of internal draft study and revisions.
  - 41.75 hours
- Brief City staff in person, by email and phone conversation by progress is owner's representative responsibilities by project, process engineering study.
  - 8 hours
- Preparation of final owners rep draft report for natural gas fuel cell
  - 5 hours
- Consultation and negotiation with FCE regarding location of biogas fuel cell, discussion re: license area; route of heat loop for BVF, cost of heat loop and routing/license for overhead electrical connection to Rinker circuit near WWTP office. Cost analysis, value engineering and analysis of FCE proposals.
  - 11.5 hours
- Conversations with FCE regarding site visit for assignment/PPA review  
41 hours

### CMMS Implementation Project

This project was approved in parts by both the City Council and the BPU within their respective purviews – the BPU for the Water and Wastewater Collections component, and the City Council for the Surface Water Management Component. The total project cost was approved for \$79,580 for all phases, \$63,160 for Water and Wastewater and \$16,420 for Surface Water. To date, \$54,340 (86%) has been invoiced and paid for Phase 1 and \$7,800 (47.5%) has been invoiced for Phase 2. As of 12/05/2017, the current status is as follows below:

- Phase 1 & 2 (Water, Wastewater Collections and Surface Water) Planning and Work Order Prioritization model - Completed.
- Consultant reports on Phase 1 & 2 Work Order Planning and Prioritization have been received and reviewed by Staff
- Phase 1 & 2 Implementation – Staff is working with the consultant to draft a Request for Proposals (RFP) seeking firm(s) to leverage GIS mapping resources to improve the CMMS final product.

### Solid Waste Rate Study

On November 3, 2016, the BPU authorized a contract with R3 Consulting Group to carry out a series of studies (Solid Waste Routing, Operational Review, Vehicle Impact Fee Study and 10 Year Financial Plan) that will culminate in a Rate Study and propose any necessary changes to the existing Solid Waste rates. Total authorized expenditures for this project was \$168,000 to complete the work including Prop 218 mailings, staff time and a \$13,500 for contingency, if necessary.

To date, \$128,836.25 (95.4% of total authorized expenditures) has been invoiced and paid. Staff has been working closely with R3 Consulting, reviewing and vetting drafts of these studies and reporting documents. The study report was delivered to the BPU on August 3, 2017, with a presentation from R3 to the Board on August 17, 2017. Staff presented proposed rate design options for the Boards approval on December 7. Once a rate design has been approved, staff will return for Board's approval of a Proposition 218 notice.

**STAFF RECOMMENDATION:**

Receive the Public Works performance reports for November 2017.

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

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

**FUNDING SOURCE/ACCOUNT NUMBER:**

**Signed:** Benjamin Siegel

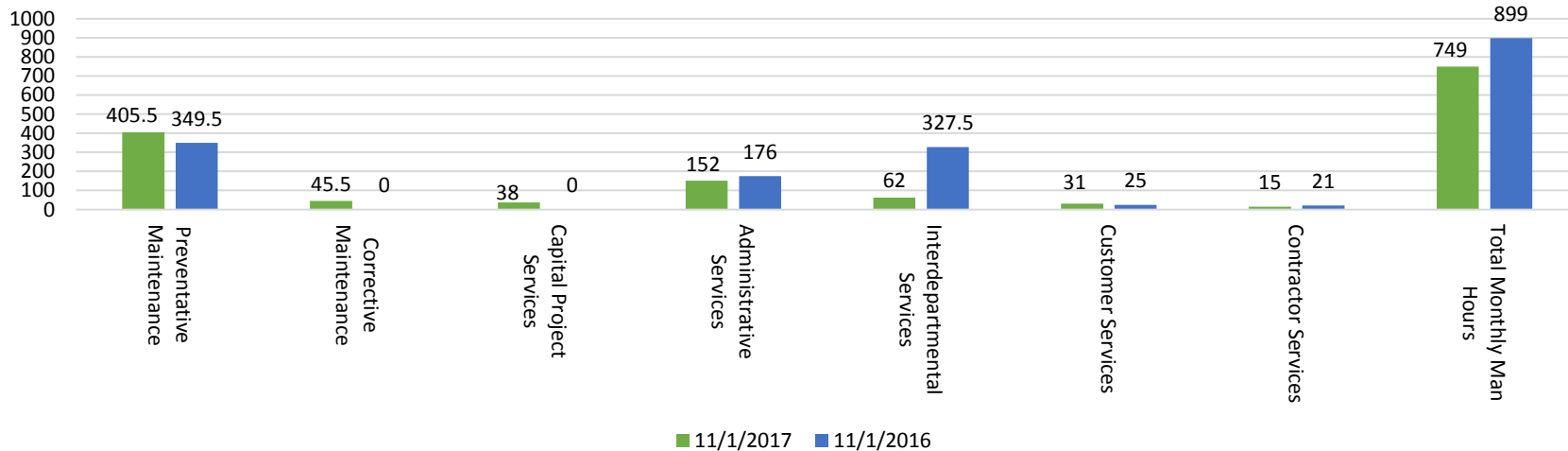
**Title:** Management Analyst

**Date:** December 21, 2017

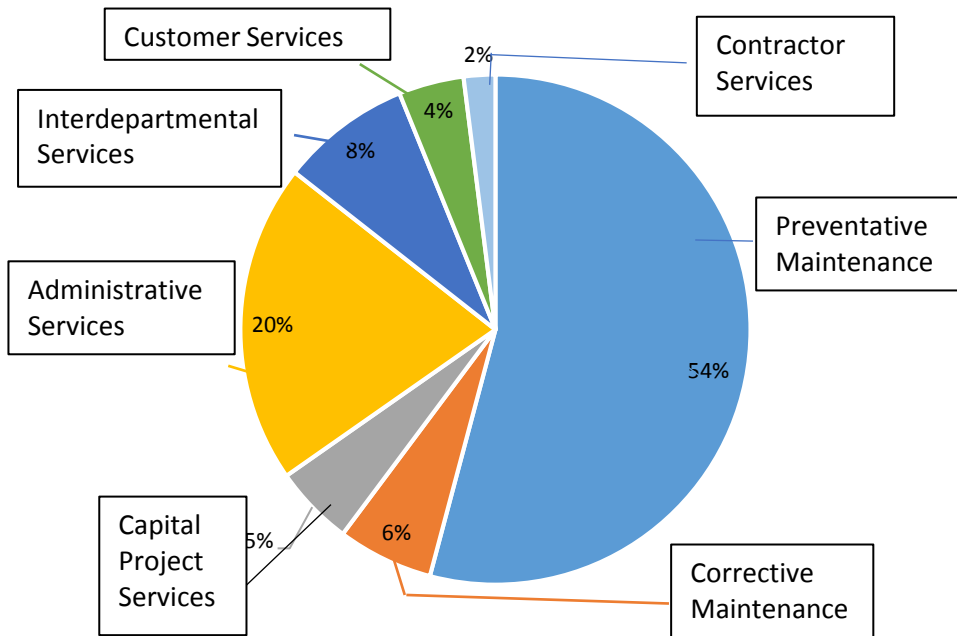
**City Manager Approval:** \_\_\_\_\_

**City of Tulare Sewer Collections Division  
November 2017 Dashboard**

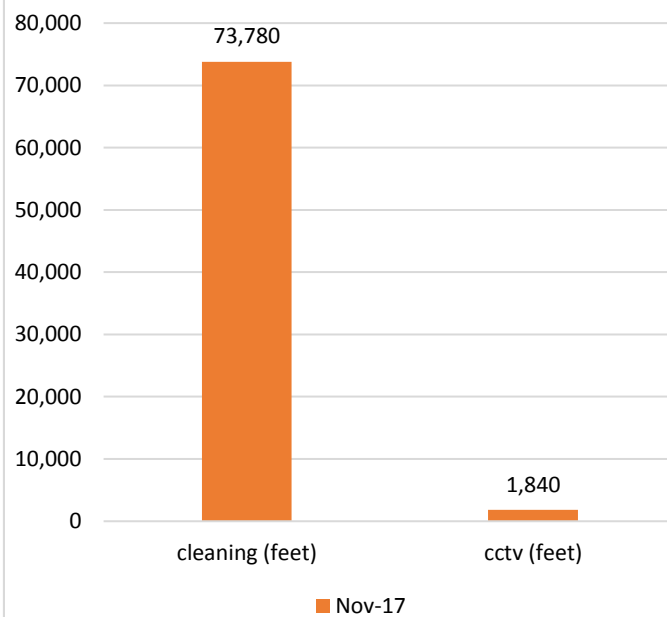
**November 2017 Man Hours**



**November 2017 Man Hour Distribution**

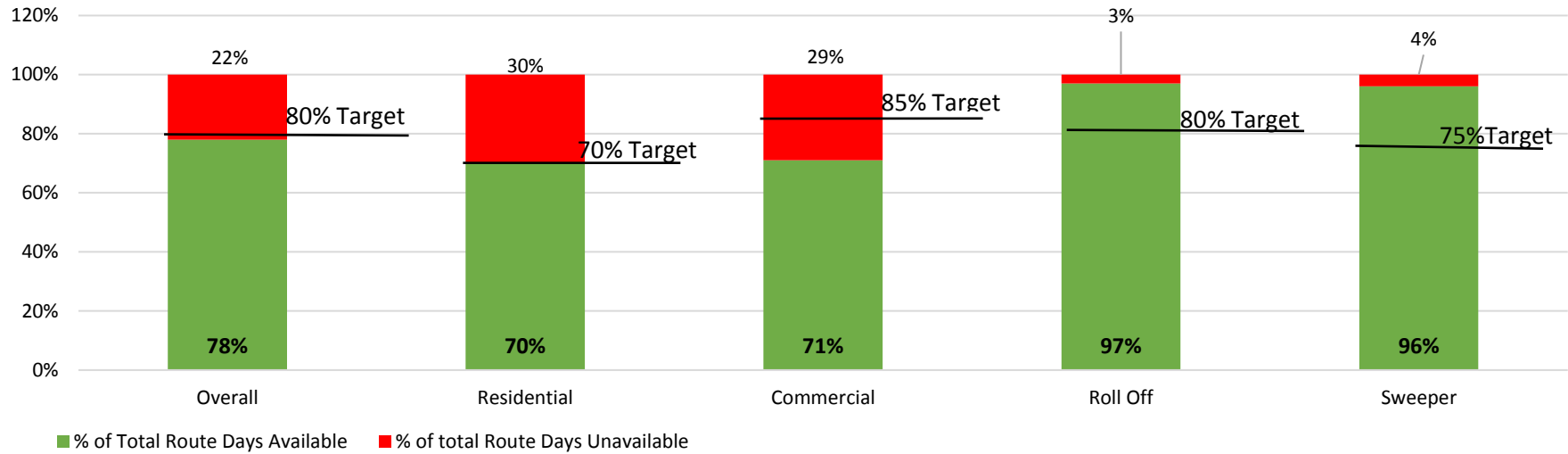


**Linear Maintenance Footage**

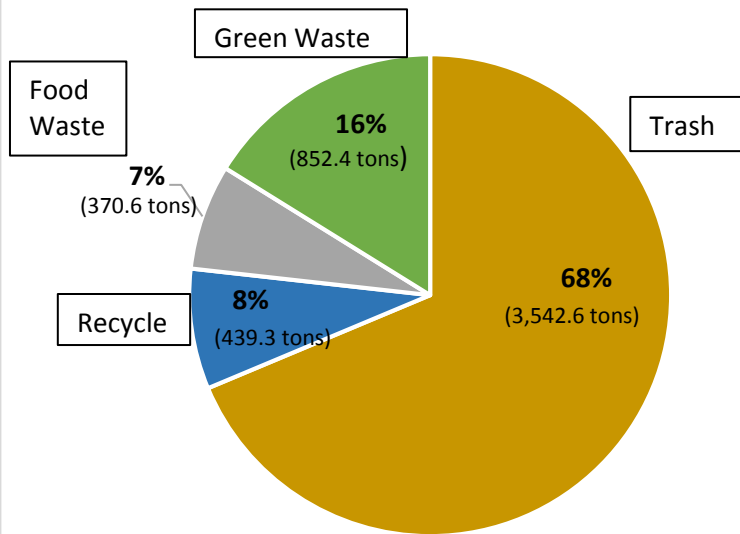


**City of Tulare Solid Waste Dashboard  
November 2017**

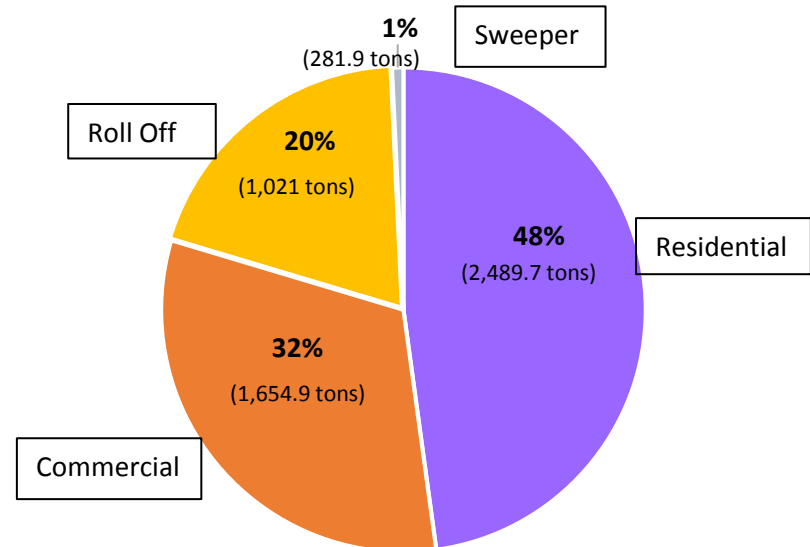
**Route Day Availability**



**Tonnage by Type**

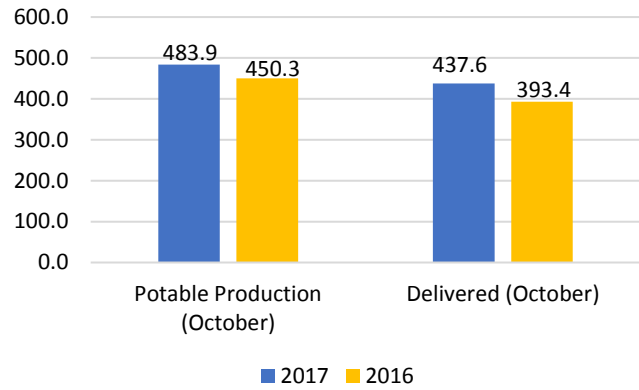


**Tonnage by Division**

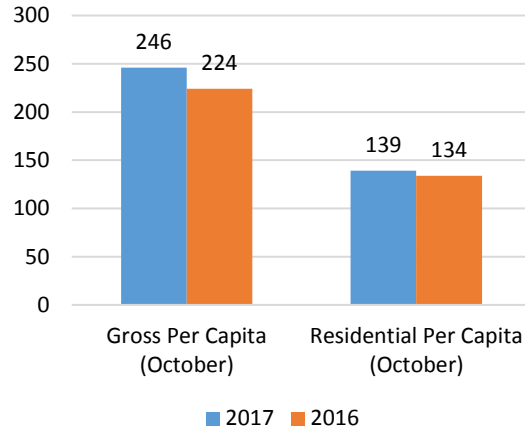


**City of Tulare Water Division  
November 2017 Dashboard**

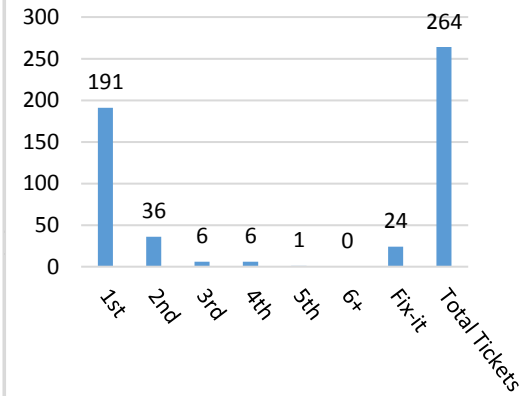
**Production & Delivery Volumes  
(MG)**



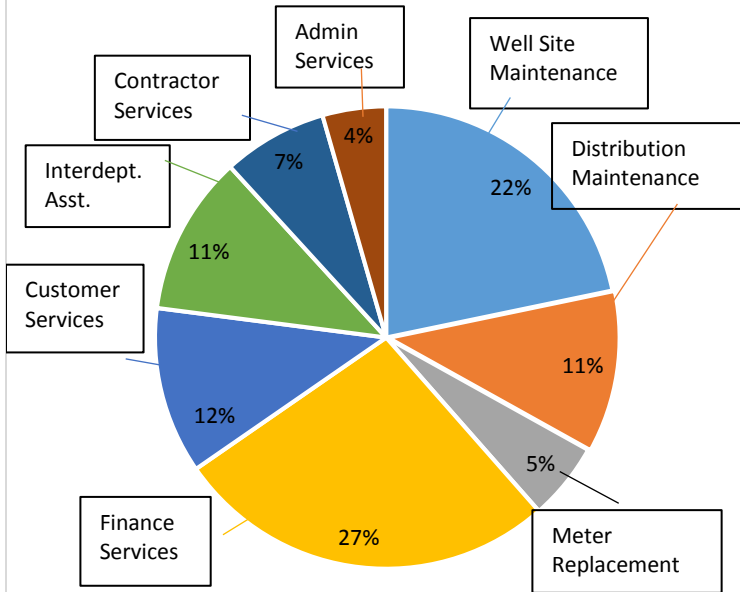
**GPCD & Residential -GPCD**



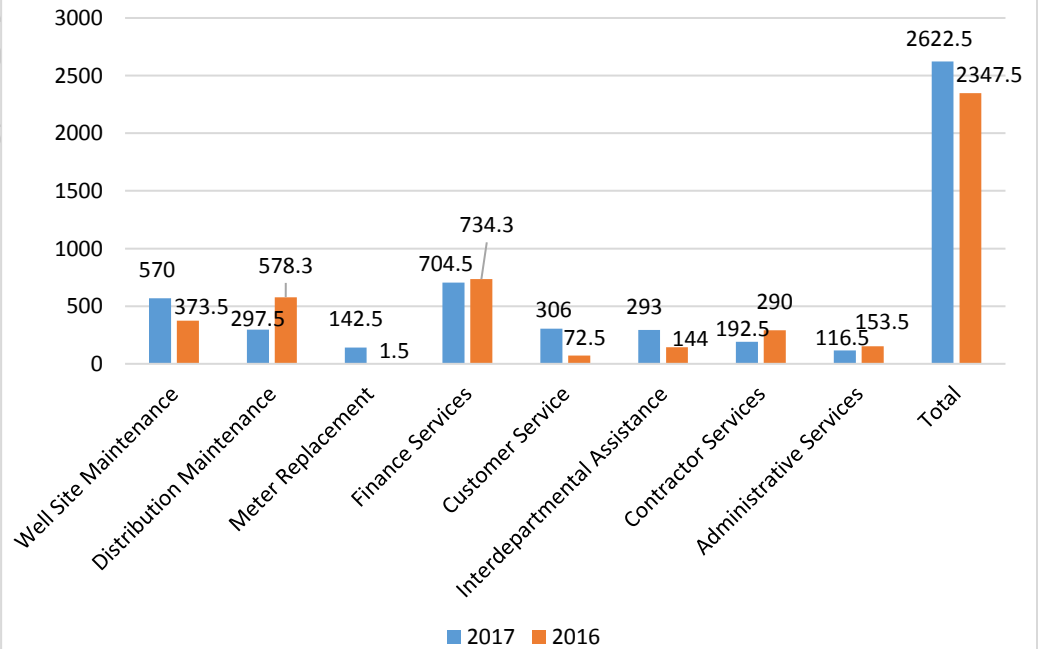
**November Water Waste Tickets**



**November 2017 Water Maintenance  
Man Hours**



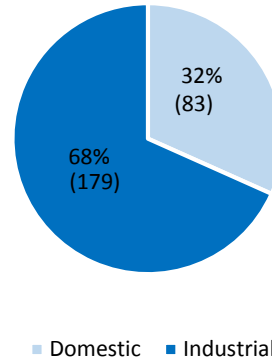
**Water Man Hours -November 2016 & 2017**



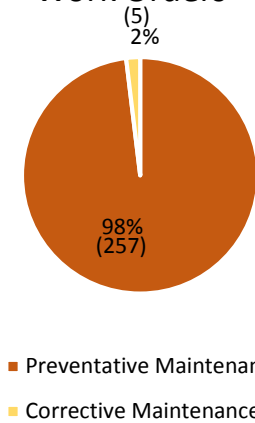
**City of Tulare WWTP Division  
November Dashboard**

Compliance				
	BOD	TSS	Ammonia	Nitrogen
	<40mg/l	<40mg/l	<10mg/l	<10mg/l
Efficiency	99%	98%	99.8%	94%
Sample Avg (mg/l)	27	18	0.1	5.03
Air Permits		Influent (MG)	Domestic	Industrial
# of Permits	14	Daily Avg	3.31	8.2
# Compliant	14	Total Month	99.2	245.3
		Daily Peak	3.6	11.4
Effluent (MG)				
		Combined	344.5	

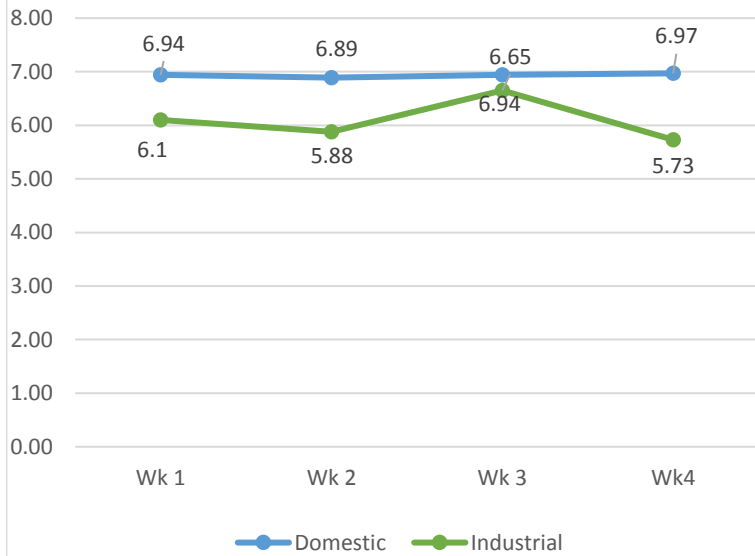
**Domestic and Industrial Maintenance Work Orders**



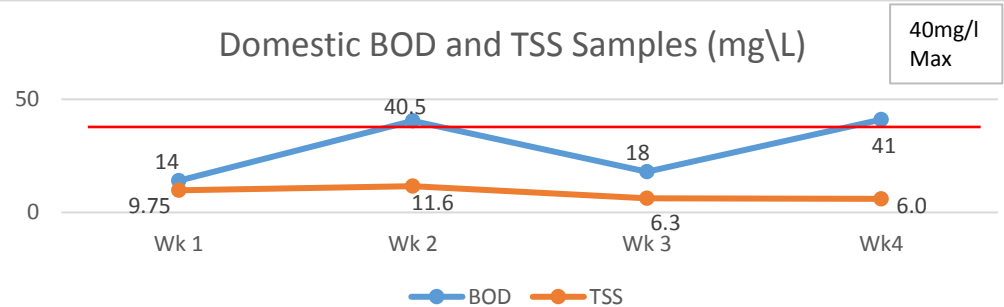
**Preventative and Corrective Maintenance Work Orders**



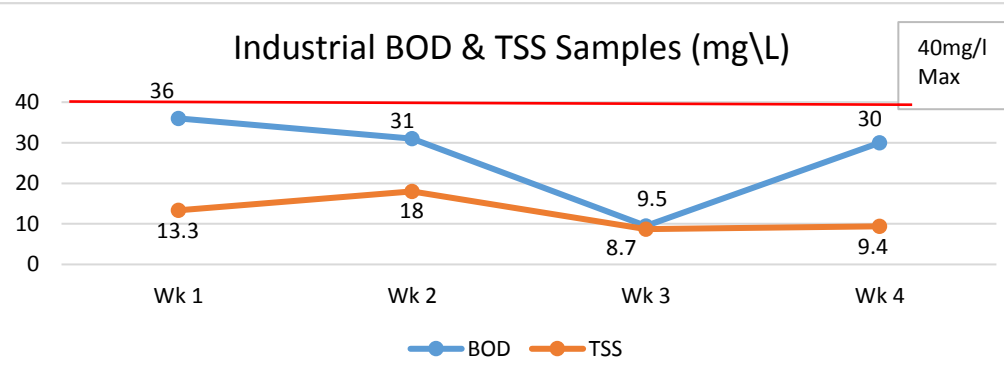
**Domestic & Industrial pH**



**Domestic BOD and TSS Samples (mg/L)**



**Industrial BOD & TSS Samples (mg/L)**





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

**Submitting Department:** Public Works

**For Board Meeting of:** December 21, 2017

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

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**AGENDA ITEM:**

Receive the Water System Development Program update.

**IS PUBLIC HEARING REQUIRED:** Yes No

**BACKGROUND/EXPLANATION:**

At the February 18, 2016 Board of Public Utilities meeting, staff took an item to the Board requesting that the Board accept Carollo's Technical Memorandum No. 1 on the Matheny Soutlz Water System Improvements, provide feedback on the Water System Development Program and appropriate funding for the Water System Development Program feasibility development. Carollo's Technical Memorandum No. 1 was a result of the City's concerns regarding the state of the water system and the City's ability to connect Matheny Tract (Pratt Mutual Water Company) and Soultz Mutual Water Company to the City's system. Carollo evaluated the City's water system and identified the projects needed to provide sufficient capacity to the existing system and to provide sufficient capacity for future water delivery needs. Using the Carollo study as a basis for future water system improvement projects, the Board accepted the study and created a project for the Water System Development Program.

At the June 16, 2016 Board of Public Utilities meeting, the Board asked for a tracking of the milestones and updates on the Water System Development Program. Since that time, staff has been providing monthly updates to the Board regarding the program. The update identifies the three major parts of the program: Water Storage, Water Wells, and the State SRF Grant for a new water well and water main extension project. As the status report is updated each month, the updated items are highlighted to make the changes easily identifiable to the Board. Attached are the anticipated milestones and updates for the project to date.

There are no substantial updates since the last meeting. Construction has started at both new well 45 (I Street well) and on the storage tanks and new well (J Street and Alpine). Staff is also working with Willow Glen Partners to acquire a well and storage tank site at Cartmill and Mooney, which was test well 4. A purchase agreement will be brought to the Board in January or February 2018.

**STAFF RECOMMENDATION:**

Receive the Water System Development Program update.

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

**IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:**  Yes  No  
(If yes, please submit required budget appropriation request)

**Signed: Trisha Whitfield**

**Title: Public Works Director**

**Date: December 8, 2017**

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

**Water System Development Program  
November 16, 2017**

**Water Storage Tanks**

Sites identified:

updated                      Site 1: 1258 N. J Street  
                                    Site 2: SE corner of Alpine Avenue & Nelder Grove. Provided update to BPU on 2/2/17

Design/Construction timeline:

June 28, 2016              CEQA for city projects published. 20 day review period  
July 12, 2016              RFP's for design of storage tanks published  
August 4, 2016             Responses to RFP due  
August 18, 2016            Award RFP at BPU meeting  
October 20, 2016          BPU approved design of two, 2.0 million gallon concrete storage tanks  
January 9, 2017            Planning Commission approved design review for J Street storage tank site.  
(amended CEQA due to change in size of tanks from 1.0 to 2.0 million gallons)  
February 13, 2017        Planning Commission approved design review of Alpine storage tank site.  
May 2017                    Plans and Specifications completed  
August 2, 2017             Advertise for bid for storage tanks and wells (J Street & Alpine). Bid due 9/7 and will  
award on 9/21.  
October 5, 2017            Award RFB 18-626 for the Water Storage Tanks and Wells project.  
November 3, 2017        Groundbreaking for Water Storage Tank and Well project.  
November 9, 2017        Pre-construction meeting for the storage tanks and well projects.  
November 2018            Anticipated completion of storage tanks and well project.

**Water Wells**

Sites identified:

June 2, 2016                Site 1: Board approved suitability agreement for 333 South I Street (Well 6).  
July 21, 2016                Site 2: 1258 N. J Street  
                                    Site 3: SE corner of Alpine Avenue & Nelder Grove. Provided update to BPU on 2/2/17  
January 19, 2017            Site 4: Cartmill Avenue between De La Vina Street & Mooney Blvd.

Design/Construction timeline:

June 28, 2016              CEQA for city projects published. 20 day review period  
July 12, 2016              Staff working with on-call Engineer to write specs for design-build wells  
August 2016                RFB for test wells published  
October 2016               RFP for design of water wells and hydrogeologists published  
October 20, 2016          Award RFB for test wells, design of water wells and hydrogeologist consulting services  
Award well design to Cannon for 333 S. I Street  
November 3, 2016          Award well design to Carollo Engineers for 1258 N. J Street  
November 4, 2016          Held pre-construction meeting for test wells  
November 14, 2016        Begin construction of test well #1 at 333 S. I Street. Estimated time frame - 6 weeks  
November 2016            Begin construction of two wells. Work to include: test wells & sampling, design of well  
construction, construction of the well(s), installation of pump & appurtenances  
December 15, 2016        Award well design to Carollo Engineers for Alpine & Nelder Grove site  
December 23, 2016        Completed test well #1 at 333 S. I Street. Awaiting lab results for final design  
January 3, 2017            Begin construction of test well #2 at 1258 N. J Street. Estimated time frame - 6 weeks  
January 19, 2017          Present BPU with information regarding proposed Cartmill well site  
February 1, 2017          Completed test well #2 at 1258 N. J Street. Awaiting lab results for final design

February 7, 2017	RFB for drilling of permanent well at 333 S. I Street published. Anticipate to award in March
March 16, 2017	Award RFB for construction of well at 333 S. I Street
March 16, 2017	Begin construction of test well #4 at Cartmill/Mooney. Estimated time frame - 6 weeks
March 21, 2017	RFB for drilling of permanent well at 1258 N. J Street published. Anticipate to award in May.
April 7, 2017	Completed test well #4 at Cartmill/Mooney. Awaiting lab results for final design
April 14, 2017	Begin construction of test well #5 at Alpine/Nelder Grove. Estimated time frame -6 wks
April 17, 2017	Begin construction of well at 333 S. I Street
May 4, 2017	Award RFB for construction of well at 1258 N. J Street. Anticipate construction to begin in May 2017
May 4, 2017	Award well design to Cannon for Cartmill & Mooney site
May 5, 2017	Completed test well #5 at Alpine/Nelder Grove. Awaiting lab results for final design
May 30, 2017	Anticipating to begin construction of well at 1258 N. J Street
June 4, 2017	Award RFB for up to five test wells to Johnson Drilling.
August 1, 2017	Advertise for bids for New Well #45 (I Street). Bids due 9/7 and will award 9/21
October 5, 2017	Award RFB 18-625 for New Well #45 Equipping Project.
November 3, 2017	Held pre-construction for new well #45.
November 2017	Begin construction of well
May 2018	Anticipate completion of well

**State Grant - Matheny/Pratt MWC Consolidation**

Sites identified:

July 21, 2016	Well Site 1: Closed session - real property negotiations for 2508 W. Tulare. Property negotiations cancelled - Looking for new well site. Well 14: 12" pipe north to Matheny Tract
October 6, 2016	Well Site 1: approval to purchase 820 Wright Way
June 2017	Well Site 2: City owned property at SW corner of Bardsley & K Street

Design/Construction timeline:

August 2016	Application for funding submitted to State
December 2016	All grant paperwork submitted and tentatively approved by the State, just waiting on CEQA required Cultural Report from consultant.
February 2017	Still working through cultural report. Anticipate final environmental by March.
February 15, 2017	Begin construction of test well #3 at 820 Wright Way. Estimated time frame - 6 weeks
March 2017	Completed test well #3 at 820 Wright Way. Final lab results determined the site the site is not suitable for a well (arsenic, TCP)
April 2017	Staff is looking for a new well site. Environmental documents on hold until a new well site is identified.
June 2017	Staff has identified the City owned lot at the SW corner of Bardsley & K Street as a potential well site. The test well will be started by the end of June and should take three weeks for drilling and an additional three weeks for lab results to come back.
July 2017	Complete application for funding (General, Technical, Environmental, & Financial)
August 3, 2017	Begin construction of test well at Bardsley & K Street. Estimated time frame - 6 weeks
September 2017	Complete construction of test well. Awaiting sample results.
December 2017	Finalize grant agreement with the State
February 2018	Award RFP for design, plans & specifications
May 2018	Plans and Specifications completed
June 2018	Construction documents out to bid

August 2018	Begin construction of well site and pipeline
January 2019	Construction of pipeline complete
May 2019	Construction well site complete

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

**Submitting Department: Public Works – Water Division**

**For Board Meeting of: December 21, 2017**

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

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***AGENDA ITEM:***

Accept Public Works Monthly Water System Report

***IS PUBLIC HEARING REQUIRED:*** Yes No

***BACKGROUND/EXPLANATION:***

Resolution 16-19, adopted by the Board on November 15, 2016, directs the Public Works Director to provide monthly reports regarding the status of new connections and water system performance.

**Definitions:**

**Total System Delivery Capacity**

The total delivery capacity of the city wells based on their potential production expressed in terms of Million Gallons per Day (MGD).

**System Capacity Loss**

The difference between the volume of water produced and the volume of water delivered through meters expressed in MGD. This encompasses capacity lost through pipe leakage, breaks and system maintenance operations such as flushing and sampling.

**Connections**

The number of new connections completed is reported on a monthly basis by the Development Services Department.

**Monthly Total Demand**

Monthly Total Demand is the average volume of water delivered through retail meters expressed in MGD.

**Peak Hour Demand**

Peak Hour Demand is a calculated estimate of the effective demand on the City water system during the highest use periods of the month expressed in MGD.

**Average Max Day Pressure**

The Average Max Day Pressure is the average of the high pressure data points recorded in the SCADA system for each well site, each day of the month expressed in PSI.

**Peak Minimum Pressure**

Peak Minimum Pressure is the average of the lowest pressure data points recorded in the SCADA system for each well site, each day of the month expressed in PSI.

**Pressure Standards**

The minimum daily pressure standard is 30 psi. The target daily average standard psi is 35 or higher.

**STAFF RECOMMENDATION:**

Accept Public Works Monthly Water System Report.

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

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

**Signed:** Trisha Whitfield

**Title:** Public Works Director

**Date:** December 21, 2017

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

**Comparator Tool  
Projection vs Actual**

Month	System Delivery Capacity (MGD)	System Capacity Loss (MGD)	Demand (MGD)*		Pressure (PSI)		Connections Since Dec 2014 / Remainder of 952 Available Connections Completed		
			Monthly Total	Peak Hour	Ave Max Day	Min Peak Hour	This Month	Cumulative	Remainder
Nov-17	31.95	-	-	-	53.73	40.77	29	820	132
Oct-17	31.95	1.54	14.12	20.33	55.32	37.81	23	791	161
Sep-17	31.95	1.25	16.59	23.89	56.03	35.74	23	768	184
Aug-17	31.95	0.47	19.40	27.94	53.68	31.39	39	745	207
Jul-17	31.95	1.79	18.94	27.28	52.71	29.94	23	706	246
Jun-17	31.95	0.55	19.21	27.67	54.79	31.10	19	683	269
May-17	31.95	0.72	16.21	23.35	53.32	36.77	18	664	288
Apr-17	31.95	0.78	11.86	17.08	54.57	42.07	21	646	306
Mar-17	31.95	0.31	9.95	14.33	57.18	41.75	25	625	327
Feb-17	31.95	0.09	8.72	12.55	54.13	42.75	11	600	352
Jan-17	31.95	0.91	8.18	11.77	53.87	42.35	15	589	363
Dec-16	31.95	0.38	9.16	13.18	53.93	42.53	41	574	378
Nov-16	31.95	0.62	10.38	14.95	54.80	42.57	32	533	419
Oct-16	31.95	1.90	12.69	18.27	52.23	38.94	15	501	451
Sep-16	31.95	0.94	16.58	23.62	51.83	35.20	26	486	466
Aug-16	31.95	1.79	19.43	25.02	54.16	33.29	25	460	492
Jul-16	31.95	2.38	17.52	26.35	53.57	31.50	30	435	517
Jun-16	31.95	1.48	18.89	24.67	52.87	32.23	22	405	547
May-16	31.95	0.50	15.41	19.49	53.03	37.32	45	383	569
Apr-16	31.95	0.54	12.20	13.74	50.67	42.43	17	338	614
Mar-16	31.95	0.07	9.46	8.61	51.29	41.84	14	321	631
Feb-16	31.95	1.32	8.52	8.65	53.56	40.96	17	307	645
Jan-16	31.95	1.50	7.58	8.28	53.85	40.27	12	290	662
Dec-15	31.95	0.28	9.35	8.99	54.90	40.26	52	278	674
Nov-15	31.95	0.82	9.81	10.19	56.00	41.90	19	226	726
Oct-15	31.95	1.52	11.94	14.86	52.53	39.73	24	207	745
Sep-15	26.42	1.14	15.67	19.12	54.07	39.96	22	183	769
New connections completed between 12/01/14 - 08/30/15								161	791



**AGENDA ITEM: Consent 6**

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

**Submitting Department: General Services – Fleet Maintenance**

**For Board Meeting of: December 21, 2017**

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

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**AGENDA ITEM:**

Adopt Resolution 17-12 authorizing the surplus of one (1) City vehicle.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

The Fleet Control Budget was established in order to allow the Fleet Maintenance Department to bill departments for City vehicles, to recommend replacements, and properly size and make vehicles available to departments based on their needs.

The following vehicle has been removed from service from the Wastewater Treatment Plant. This unit has been inspected by Fleet Maintenance and has reached the end of useful life or has damage not economically feasible to repair.

<b>Unit #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>
0712	2002	Ford	F150 CNG Pickup Truck

**STAFF RECOMMENDATION:**

Adopt Resolution 17-12 authorizing the surplus of one (1) City vehicle.

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

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

**Submitted by: Steve Bonville**

**Title: General Services Director**

**Date: December 11, 2017**

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

**RESOLUTION NO. 17-12**

**A RESOLUTION OF THE BOARD OF PUBLIC UTILITIES OF THE CITY OF  
TULARE DECLARING CERTAIN PERSONAL PROPERTY  
TO BE SURPLUS AND AUTHORIZING ITS DISPOSITION**

**BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF  
TULARE, AS FOLLOWS, TO WIT:**

SECTION 1. That certain property listed below, of which has been filed by the Purchasing Officer with the City Clerk , is hereby declared to be surplus property of the City of Tulare.

Unit #	Year	Make	Model
0712	2002	FORD	F150 CNG Pickup Truck

SECTION 2. The Finance Director/Treasurer of the City of Tulare is hereby authorized to dispose of said property and to deposit any funds received in the general and/or enterprise funds of the City of Tulare.

PASSED, ADOPTED AND APPROVED this 21<sup>st</sup> day of December, 2017.

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President of the Board of the City of Tulare

ATTEST:

STATE OF CALIFORNIA )  
COUNTY OF TULARE ) ss.  
CITY OF TULARE )

I, Joseph V. Carlini, Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-12 passed and adopted by the Board of Public Utilities of the City of Tulare at a regular meeting held on December 21, 2017, by the following vote:

Aye(s): \_\_\_\_\_

Noe(s): \_\_\_\_\_ Absent \_\_\_\_\_

Dated: Joseph V. Carlini, CITY CLERK

By Melissa Hermann, DEPUTY CITY CLERK

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

**Submitting Department: Public Works – Water Division**

**For Board Meeting of: December 21, 2017**

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

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***AGENDA ITEM:***

Review and authorize the City Manager, or designee, to enter into agreement with Soult's Mutual Water Company for wholesale potable water service, subject only to minor conforming or clarifying changes acceptable to the City Attorney.

***IS PUBLIC HEARING REQUIRED:*** Yes No

***BACKGROUND/EXPLANATION:***

Effective June 24, 2015, Senate Bill 88 (SB 88) added sections to the California Health and Safety Code allowing the State Water Board to require certain water systems to consolidate with another public water system. On August 18, 2015, the State Water Resources Control Board Division of Drinking Water issued a Notice Regarding Mandatory Consolidation to the City and Soult's Mutual Water Company (Soult's MWC). This notice directed the parties to negotiate a voluntary consolidation of the Soult's MWC with the City's water system.

In May and June of 2016, staff met with Soult's MWC, the State Division of Drinking Water (DDW), Provost & Pritchard (P&P), Self-Help Enterprises (SHE) and the County of Tulare to discuss the Soult's Mutual Water Company Water System Improvement Project. Soult's MWC received a planning grant from DDW to prepare a preliminary engineering report, environmental documents and plans and specs related to the system improvements. It was determined that the best alternative would be the connection of Soult's Tract to the City's water system.

Connection of the Soult's tract map with the City would include installation of new water lines in the Soult's Tract and an extension of the water main on Inyo Avenue. Soult's MWC has received a Proposition 84 grant for the preliminary study and would apply for a SRF grant for the construction of the replacement and new lines. In the short term, DDW has requested that the City consider a temporary water connection to Soult's to put them in compliance with a violation order issued by the State and to eliminate the need for bottled water that they were supplying the residents.

At the November 3, 2016 Board of Public Utilities meeting, staff gave the Board an update on the Soult's MWC and notified the Board that a wholesale agreement was being drafted by the City Attorney. Due to changes within the City and within Soult's MWC, the wholesale agreement is now being brought to the Board. A copy of the agreement is attached. The wholesale agreement will be with Soult's MWC and they will be billed as one service (one

account holder) being supplied by a 6" meter. There are 36 homes within the tract and the wholesale agreement will include compliance with City ordinances.

Water rates for this service would be calculated using the City's current residential rate. Soult's MWC would pay the monthly meter fee for the 6" meter and consumption charges would be based on the residential tiered rate structure. The gallons allocated per tier would be multiplied by the number of services, in this case 36 services, to calculate the total gallons allowed at each tier and price (ie – 36 x 9,000 gallons = 324,000 gallons charged at \$0.744 per 1,000 gallons, 9,001 – 30,000 gallons x 36 services would be charged at \$1.218 per 1,000 gallons and 30,001 gallons and beyond x 36 services would be charged at \$1.627 per 1,000 gallons). This is consistent with the rate structure proposed for Tulco (Cal Water) temporary connection.

Water Volumetric Rates					
Customer Class	Rate per 1,000 Gallons of Water Use				
	Oct. 1 2016	Oct. 1 2017	Oct. 1, 2018	Oct. 1 2019	Oct. 1, 2020
<b>Residential (gallons per month)</b>					
0 – 9,000	\$0.664	\$0.744	\$0.803	\$0.852	\$0.903
9,001 – 30,000	1.088	1.218	1.316	1.395	1.478
> 30,000	1.452	1.627	1.757	1.862	1.974
<b>Multifamily (gallons per month)</b>					
All Use	0.539	0.603	0.652	0.691	0.732
<b>Commercial (gallons per month)</b>					
All Use	0.541	0.606	0.655	0.694	0.736
<b>Industrial (gallons per month)</b>					
All Use	1.168	1.308	1.413	1.498	1.587
<b>Institutional (gallons per month)</b>					
All Use	1.013	1.135	1.226	1.299	1.377

Once approved, staff will work with Soult's MWC to complete the temporary water connection and move forward with supplying the wholesale potable water service. As part of the agreement, the City also agrees to move forward with a consolidation agreement subject to negotiation of specific terms and conditions.

**STAFF RECOMMENDATION:**

Review and authorize the City Manager, or designee, to enter into agreement with Soult's Mutual Water Company for wholesale potable water service, subject only to minor conforming or clarifying changes acceptable to the City Attorney.

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

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

**Signed:** Trisha Whitfield

**Title:** Public Works Director

**Date:** November 28, 2017

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



EDMUND G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## State Water Resources Control Board

Division of Drinking Water

August 18, 2015

Board of Directors  
Soult's Mutual Water Company  
2721 Soult's Drive  
Tulare, CA 93274

Dear Board of Directors:

### State Water Resources Control Board Notice Regarding Mandatory Consolidation

Effective June 24, 2015, Senate Bill 88 (Statutes 2015, Chapter 27) added Sections 116680 – 116684 to California Health & Safety Code, addressing consolidation of public water systems.

Our records indicate that the water delivered by Soult's Mutual Water Company's public water system (System) contains nitrate at levels that exceed the maximum contaminant level established in state and federal regulations. Since approximately July 2010, the System has consistently failed to provide an adequate supply of safe drinking water. It is our understanding that the System's service area is outside the boundaries of City of Tulare (City) but within the City's sphere of influence. It is also our understanding that the System's service area and distribution system extends to an area approximately 100 yards from and immediately west of the City's western boundary.

The State Water Resources Control Board (State Water Board) strongly encourages the System and the City to work out voluntary consolidation of their public water systems. If a voluntary consolidation is not timely achieved, the State Water Board intends to take action pursuant to Health & Safety Code section 116682, subdivision (a) for consolidation of System with the City's public water system. Please note that as used in the applicable statutory authority, the City is hereby identified as the potentially receiving water system and the System is identified as the potentially subsumed water system.

This letter serves as official notification that, pursuant to Health & Safety Code section 116682 subdivision (b) (6), the Soult's Mutual Water Company, the potentially subsumed water system, is directed to negotiate consolidation with the City, the potentially receiving water system. The Soult's Mutual Water Company is further directed to complete such negotiations and report the outcome to State Water Board Division of Drinking Water Tulare District Office not later than six (6) months following the date of this letter.

The State Water Board acknowledges that consolidation is a complex process and stands ready to assist you so that you are successful in delivering safe, affordable and accessible drinking water to your neighboring community in a cost-effective manner. Pursuant to Health & Safety Code section 116682 subdivision (b) (6) (A), during the six month negotiation period, the State Water Board will provide technical assistance and work with the City and the Soult's Mutual Water Company to develop an appropriate and necessary financing package. Technical assistance will be available

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

265 West Bullard Avenue, Suite 101, Fresno, CA 93704 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)

116682, subdivision (b) (6) (A), during the six month negotiation period, the State Water Board will provide technical assistance and work with the City and Soult's Mutual Water Company to develop an appropriate and necessary financing package. Technical assistance will be available from the State Water Board Division of Drinking Water (DDW) and Division of Financial Assistance (DFA).

If you have any questions regarding this matter, please contact Mr. Chad Fischer, Tulare District Engineer for the State Water Board DDW, at (559) 447-3302, or me at (559) 447-3132. For funding related questions, please contact Mr. Oscar Guerrero at (916) 445-9243.

Sincerely,



Carl L. Carlucci, P.E.  
Supervising Sanitary Engineer  
Central California Section  
SOUTHERN CALIFORNIA BRANCH  
DRINKING WATER FIELD OPERATIONS

cc: Mr. David Macedo, Mayor, City of Tulare  
✓ Mr. Joseph Carlini, Public Works Director, City of Tulare  
City Council, City of Tulare  
Mr. Michael Spata, Director, Tulare County Resource Management Agency  
Tulare County Health and Human Services Agency  
Mr. Ben Giuliani, Executive Officer, Tulare LAFCo

CERTIFIED MAIL # 7011 2000 0006 5036 3741

**Soultis MWC - Wholesale Agreement**  
**Water Usage Charges (per month)**  
**Reflects Water Rates approved by BPU Resolution 16-14**

**Exhibit D**

Rates as of October 1, 2017					
	Avg use:				
	Avg use: 20,000- 29,999 gallons (25,000 gals) per resident 720,000- 1,080,000 gallons	Avg use: 30,000- 39,999 gallons (35,000 gals) per resident 1,080,000- 1,440,000 gallons	Avg use: 40,000- 49,999 gallons (45,000 gals) per resident 1,440,000- 1,800,000 gallons	Avg use: 50,000- 59,999 gallons (55,000 gals) per resident 1,800,000- 2,160,000 gallons	Avg use: 60,000-69,999 gallons (65,000 gals) per resident 2,160,000- 2,520,000 gallons
Use for 36 residents (monthly)					
Fixed fee - 6 " meter	\$458.79	\$458.79	\$458.79	\$458.79	\$458.79
<b>Residential Rates:</b>					
0 - 9,000 gallons @ \$0.744/tgal	\$6.70	\$6.70	\$6.70	\$6.70	\$6.70
9,001-30,000 gallons @ \$1.218/tgal	\$19.49	\$25.58	\$25.58	\$25.58	\$25.58
>30,000 gallons @ \$1.627/tgal		\$8.14	\$24.41	\$40.68	\$56.95
Volume cost for one resident	\$26.18	\$40.41	\$56.68	\$72.95	\$89.22
Volume cost for 36 residents	\$942.62	\$1,454.72	\$2,040.44	\$2,626.16	\$3,211.88
<b>Total Cost for Fixed Fee + Volume Cost</b>	<b>\$1,401.41</b>	<b>\$1,913.51</b>	<b>\$2,499.23</b>	<b>\$3,084.95</b>	<b>\$3,670.67</b>
<b>Avg cost per resident per month</b>	<b>\$38.93</b>	<b>\$53.15</b>	<b>\$69.42</b>	<b>\$85.69</b>	<b>\$101.96</b>
<b>City of Tulare residents cost</b>	<b>\$49.16</b>	<b>\$63.39</b>	<b>\$79.66</b>	<b>\$95.93</b>	<b>\$112.20</b>

Rates as of October 1, 2018					
	Avg use:				
	Avg use: 20,000- 29,999 gallons (25,000 gals) per resident 720,000- 1,080,000 gallons	Avg use: 30,000- 39,999 gallons (35,000 gals) per resident 1,080,000- 1,440,000 gallons	Avg use: 40,000- 49,999 gallons (45,000 gals) per resident 1,440,000- 1,800,000 gallons	Avg use: 50,000- 59,999 gallons (55,000 gals) per resident 1,800,000- 2,160,000 gallons	Avg use: 60,000-69,999 gallons (65,000 gals) per resident 2,160,000- 2,520,000 gallons
Use for 36 residents (monthly)					
Fixed fee - 6 " meter	\$495.49	\$495.49	\$495.49	\$495.49	\$495.49
<b>Residential Rates:</b>					
0 - 9,000 gallons @ \$0.803/tgal	\$7.23	\$7.23	\$7.23	\$7.23	\$7.23
9,001-30,000 gallons @ \$1.316/tgal	\$21.06	\$27.64	\$27.64	\$27.64	\$27.64
>30,000 gallons @ \$1.757/tgal		\$8.79	\$26.36	\$43.93	\$61.50
Volume cost for one resident	\$28.28	\$43.65	\$61.22	\$78.79	\$96.36
Volume cost for 36 residents	\$1,018.19	\$1,571.33	\$2,203.85	\$2,836.37	\$3,468.89
<b>Total Cost for Fixed Fee + Volume Cost</b>	<b>\$1,513.68</b>	<b>\$2,066.82</b>	<b>\$2,699.34</b>	<b>\$3,331.86</b>	<b>\$3,964.38</b>
<b>Avg cost per resident per month</b>	<b>\$42.05</b>	<b>\$57.41</b>	<b>\$74.98</b>	<b>\$92.55</b>	<b>\$110.12</b>
<b>City of Tulare residents cost</b>	<b>\$53.10</b>	<b>\$68.47</b>	<b>\$86.04</b>	<b>\$103.61</b>	<b>\$121.18</b>

tgal = one thousand gallons



**Rates as of October 1, 2019**

	Avg use:				
	Avg use: 20,000- 29,999 gallons (25,000 gals) per resident 720,000- 1,080,000 gallons	Avg use: 30,000- 39,999 gallons (35,000 gals) per resident 1,080,000- 1,440,000 gallons	Avg use: 40,000- 49,999 gallons (45,000 gals) per resident 1,440,000- 1,800,000 gallons	Avg use: 50,000- 59,999 gallons (55,000 gals) per resident 1,800,000- 2,160,000 gallons	Avg use: 60,000-69,999 gallons (65,000 gals) per resident 2,160,000- 2,520,000 gallons
Use for 36 residents (monthly)					
Fixed fee - 6 " meter	\$525.22	\$525.22	\$525.22	\$525.22	\$525.22
<b>Residential Rates:</b>					
0 - 9,000 gallons @ \$0.852/tgal	\$7.67	\$7.67	\$7.67	\$7.67	\$7.67
9,001-30,000 gallons @ \$1.395/tgal	\$22.32	\$29.30	\$29.30	\$29.30	\$29.30
>30,000 gallons @ \$1.862/tgal		\$9.31	\$27.93	\$46.55	\$65.17
Volume cost for one resident	\$29.99	\$46.27	\$64.89	\$83.51	\$102.13
Volume cost for 36 residents	\$1,079.57	\$1,665.83	\$2,336.15	\$3,006.47	\$3,676.79
<b>Total Cost for Fixed Fee + Volume Cost</b>	<b>\$1,604.79</b>	<b>\$2,191.05</b>	<b>\$2,861.37</b>	<b>\$3,531.69</b>	<b>\$4,202.01</b>
<b>Avg cost per resident per month</b>	<b>\$44.58</b>	<b>\$60.86</b>	<b>\$79.48</b>	<b>\$98.10</b>	<b>\$116.72</b>
<b>City of Tulare residents cost</b>	<b>\$56.30</b>	<b>\$72.58</b>	<b>\$91.20</b>	<b>\$109.82</b>	<b>\$128.44</b>

**Rates as of October 1, 2020**

	Avg use:				
	Avg use: 20,000- 29,999 gallons (25,000 gals) per resident 720,000- 1,080,000 gallons	Avg use: 30,000- 39,999 gallons (35,000 gals) per resident 1,080,000- 1,440,000 gallons	Avg use: 40,000- 49,999 gallons (45,000 gals) per resident 1,440,000- 1,800,000 gallons	Avg use: 50,000- 59,999 gallons (55,000 gals) per resident 1,800,000- 2,160,000 gallons	Avg use: 60,000-69,999 gallons (65,000 gals) per resident 2,160,000- 2,520,000 gallons
Use for 36 residents (monthly)					
Fixed fee - 6 " meter	\$556.73	\$556.73	\$556.73	\$556.73	\$556.73
<b>Residential Rates:</b>					
0 - 9,000 gallons @ \$0.903/tgal	\$8.13	\$8.13	\$8.13	\$8.13	\$8.13
9,001-30,000 gallons @ \$1.478/tgal	\$23.65	\$31.04	\$31.04	\$31.04	\$31.04
>30,000 gallons @ \$1.974/tgal		\$9.87	\$29.61	\$49.35	\$69.09
Volume cost for one resident	\$31.78	\$49.04	\$68.78	\$88.52	\$108.26
Volume cost for 36 residents	\$1,143.90	\$1,765.26	\$2,475.90	\$3,186.54	\$3,897.18
<b>Total Cost for Fixed Fee + Volume Cost</b>	<b>\$1,700.63</b>	<b>\$2,321.99</b>	<b>\$3,032.63</b>	<b>\$3,743.27</b>	<b>\$4,453.91</b>
<b>Avg cost per resident per month</b>	<b>\$47.24</b>	<b>\$64.50</b>	<b>\$84.24</b>	<b>\$103.98</b>	<b>\$123.72</b>
<b>City of Tulare residents cost</b>	<b>\$59.67</b>	<b>\$76.93</b>	<b>\$96.67</b>	<b>\$116.41</b>	<b>\$136.15</b>

tgal = one thousand gallons

**AGREEMENT BETWEEN THE CITY OF TULARE  
AND SOULTS MUTUAL WATER COMPANY  
FOR WHOLESALE POTABLE WATER SERVICE**

**THIS AGREEMENT**, made and entered into on this day of \_\_\_\_\_, month of \_\_\_\_\_, 2017, hereinafter referred to as (“Effective Date”) between the CITY OF TULARE, a California charter city (“City”), and the SOULTS MUTUAL WATER COMPANY, a non-profit California corporation located in Tulare County (“the Mutual”) (collectively, the “Parties”).

**WHEREAS**, the Mutual exists for the purpose of providing water to the residents of the neighborhood commonly known as Soultis Tract, an unincorporated community in Tulare County depicted in Exhibit A, and

**WHEREAS**, the California State Water Resources Control Board (“Water Board”) Division of Drinking Water issued a Notice Regarding Mandatory Consolidation to the City and to the Mutual on August 18, 2015 (attached hereto as Exhibits “B” and “C”) directing the Parties to negotiate a voluntary consolidation of the the Mutual’s water system with the City’s water systems within six months in order to address the Mutual’s inability to provide an adequate supply of safe drinking water to its customers.

**WHEREAS**, the Mutual has completed a Preliminary Engineering Report which recommended that it consolidate its water system with the City’s water system after construction of a new in-tract distribution system at the Mutual’s costs and expense. The Mutual will complete required project design and environmental review for the new distribution system and will apply for state funding to construct the new in-tract system thereafter.

**WHEREAS**, Soultis Tract is located within the City’s sphere of influence, but is currently outside of City’s jurisdictional boundary;

WHEREAS, the City is willing to consolidate its water system with the new distribution system in Soults Tract upon completion of construction of the new water system in accordance with the Notice Regarding Mandatory Consolidation issued by the Water Board to the City and the Mutual on August 18, 2015, subject to the negotiation of specific terms and conditions relating to said proposed consolidation and execution by the parties of a consolidation agreement.

**WHEREAS**, the Water Board has requested that the City provide a temporary water connection to Soults Tract to put the Mutual in compliance with a violation order issued by the State and to eliminate the need for the Mutual to provide bottled water to its residents while construction of the new system is pending and negotiations on the terms of consolidation are ongoing; and

**WHEREAS**, the Mutual has the authority to act on behalf of its customers and shareholders in matters of potable water service and consistent with that authority seeks to enter into an agreement with the City for temporary potable water delivery (“Agreement”); and

**WHEREAS**, the City has available water services and is willing to provide wholesale water to the Project so long as the Mutual agrees to install and maintain its own infrastructure within Soults Tract to assure the current water system and lines will not have excess leakage during the period that this Agreement is in place; and

**WHEREAS**, in conjunction with being able to safely provide water service to all its customers and the Project, the City requires that all users comply with City Ordinances regarding water usage and City fines and penalties shall apply and the Mutual commits to enforce applicable City Ordinances regarding water usage and City fines and fees with respect to the Mutual’s customers; and

**WHEREAS**, in order to not delay the delivery of potable water to Soult's Tract residents, the Parties agree that the City will wholesale potable water on a temporary basis to the Mutual for delivery to the Mutual's customers until the distribution system is completed and consolidation of that distribution system with the City's water system is achieved pursuant to the terms of the consolidation agreement to be negotiated by the Parties.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The Parties incorporate the "WHEREAS" provisions set forth above into this Agreement as conditions, terms, and covenants, as the case may be, with the same force and effect of all other provisions herein.
2. **Consideration.** This Agreement is made in consideration of the "WHEREAS" provisions above and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.
3. **Governmental Compliance.** Upon the Mutual's full and complete performance of all of the Mutual's obligations and responsibilities under this Agreement, the City agrees to provide the Mutual with temporary wholesale water from the City's municipal water system. The City's obligation to wholesale water to the Mutual from the City's municipal water system is conditioned upon the City and the Mutual obtaining the consent of all applicable governmental agencies necessary for compliance with this Agreement.
4. **Compensation.** The City shall deliver potable water to the Mutual and the Mutual shall compensate the City as set forth in the attached Exhibit D which is incorporated herein by reference.

5. **Billing and payment.** The Mutual will be billed as a single utility account holder. The amounts due will be paid by the Mutual to the City. Utility bills will be mailed by the City to the Mutual on the first of each month and are due by the 20<sup>th</sup> of that month or the next business day if the 20<sup>th</sup> is a holiday or weekend. The Mutual's meter shall be read jointly by representatives of the City and the Mutual, and the Mutual shall be charged according to the billing schedule based on the monthly meter reading . If the Mutual fails to timely pay the amount due to the City, the City shall send a notice to the Mutual informing it of its delinquent payment. If the Mutual fails to become current with its payments within 30 days of receiving notice by the City of its failure to pay the amount due, the City shall have the right to discontinue the delivery of wholesale water to the Mutual. The City shall provide the Mutual with at least 48 hours notice prior to discontinuing service. The notice shall state the date and time which the City intends to cut service and shall indicate the amount due by the Mutual to the City. If the Mutual makes the payment bringing the Mutual's account current, the City shall not cease service to the Mutual.
6. **No Representation Regarding Water Service, Pressure or Volume For any Private Portion of the Mutual's Water System.** The 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 of any specific amount or yield of specific volume of water or provide any specific water pressure to the Mutual under static or demand scenarios or for any use by the Mutual and its customers, purchasers, successor or assigns. The Mutual assumes full responsibility for the adequacy of the volume of water

and water pressure from the point of connection from the City's municipal water system to the the Mutual's system for any and all purposes related to Soults Tract.

7. **Operation and Maintenance of the Mutual's Water System.** During the life of this Agreement, the Mutual shall continue to be the provider of water services to the Soults Tract residents and shall have sole responsibility for billing and collections of the properties served by and maintenance and operation of the Mutual's water delivery system. The Mutual's customers shall not become customers of the City as part of the duties and responsibilities of the parties herein. The City's temporary wholesale provision of water to the Mutual shall not in any way negate, minimize, or effect the Parties' duty to negotiate in good faith the terms and conditions of an agreement to consolidate the Mutual and the City's water systems pursuant to the Notice Regarding Mandatory Consolidation issued by the State Water Resource Control Board to the City and to the Mutual on August 18, 2015 (Exhibits "B" and "C").
8. **Maintenance and Repair of the Mutual's System.** The Mutual shall, at its sole cost and expense, maintain, repair and replace any portion of the Mutual's private water system. The City shall not be required to maintain, repair or replace any of the Mutual's water system during the life of this Agreement, except to the extent that any maintenance, repair, or replacement needs arise out of the City's negligence, willfull misconduct, or violation of law in the performance of this Agreement. Should the Mutual fail to operate, maintain, repair and replace any portion of the Mutual's water system in a timely manner and that failure results in the City's inability to provide the Mutual with water or significant water leakage resulting in excess water use by the Mutual, the City may notify the Mutual of the specific nature of the failure and inform the Mutual of its intention to

cease provision of water to the Mutual should the Mutual not correct the failure. The notice shall state the date and time that the City intends to cease provision of water to the Mutual if the failure is not corrected. The notice shall provide the Mutual with a reasonable amount of time to correct the failure given the extent of the impact of the failure to operate, maintain, repair or replace any portion of the Mutual's system or on the City's ability to efficiently provide water to the Mutual and the amount of time required to correct the failure. If the Mutual does not correct the failure within a reasonable amount of time following notice by the City, the City shall have the right, but not the obligation, to stop providing water to the Mutual on or after the date and time indicated in the notice. Upon correction of the failure by the Mutual, the City shall promptly resume service to the Mutual.

a. **Leak repair.** It is the sole responsibility of the Mutual to respond to and repair leaks or damage to the Mutual's water system, including those caused by the Mutual, other parties or acts of God and except damage arising from the City's negligence, willful misconduct or violation of law. As part of its duty to maintain the Mutual's water system, the Mutual shall promptly repair all leaks at its sole cost and expense. The Mutual's duty to repair leaks in its water system applies to all leaks, no matter how those leaks are caused, except leaks created by the City's negligence, willful misconduct or violation of law. The Mutual hereby represents that, to its knowledge, no current and significant leaks in its water system exist.

b. **Right to Inspect and Access the Water System.** The City shall have the right to inspect and examine the Mutual's water system at any time. Upon reasonable notice to the Mutual, the City shall have the right of access to the water system and any

other portions of the system for the purpose of conducting reasonable inspections of the Mutual's system.

10. **Exclusive Use.** The Mutual shall not permit the existing Mutual water system to be used, either directly or indirectly, to provide water service to any property other than properties within Soult's Tract or by any third-party which is not a customer of the Mutual.

11. **Compliance with Law.** In performance of the duties and obligations required under this Agreement, the City and the Mutual shall at all times comply with all applicable laws of the United States and the State of California, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

12. **Waiver.** The waiver by either party of a breach by the other of any provisions 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 the waiver is 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.

13. **Indemnity of City.** Each Party shall indemnify, hold harmless and defend the other Party and its officers, officials, employees, representatives, agents, attorneys, shareholders, successors, assigns 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 the City, the Mutual or any other person, and from any and all claims, demands, liabilities, damages and actions in law or equity, including litigation under the California Environmental Quality Act and any litigation for attorney's fees and litigation expenses, arising directly or indirectly out of its negligence, willfull misconduct, or violation of law in the performance of this Agreement or arising directly or indirectly out of and in any way related to its negligence, willfull misconduct, or violation of law in the operation of the Parties' respective water systems, 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 Mutual's system. The Parties hereby expressly represent that they each respectively shall have the current resources and ability to indemnify the other Party as described above, whether through maintenance of a liability insurance policy or otherwise, no later than the date of initiation of wholesale water service by the City to the Mutual pursuant to this Agreement. The Parties shall ensure they continue to have said resources and ability to indemnify for the life of this Agreement.

14. **Attorney's Fees.** Should any litigation be commenced between the parties concerning this Agreement, or the rights and duties of either party under this Agreement, each party shall bear its own attorneys' fees and costs.

15. **Term.** This Agreement is contemplated as a temporary agreement. The Agreement shall become effective upon the date of full and complete execution via signature of all parties below and shall remain in effect until the completion of construction of a new distribution system in Soult's Tract and the consolidation of the new

distribution system with the City's water system occurs. The Parties may also terminate this Agreement at any time through the execution of a signed agreement to do so.

16. **Notices.** Unless otherwise stated above, any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is directed or to a supervisory employee of that party, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and addressed as follows:

City of Tulare, Attn City Manager, 411 E. Kern Ave., Tulare, CA 93274

Souls Mutual Water Company, Attn: Amy Aguiar, 2499 W. Crescent Drive,  
Tulare CA93724 and Souls Mutual Water Company, Attn: Ashley E. Werner or  
Phoebe Seaton, Leadership Counsel for Justice and Accountability, 764 P Street,  
Suite 012 Fresno, CA 93721.

The Parties shall provide an electronic copy of any notice served in person or by U.S. Mail to the other party on the same day via electronic mail to the following respective email addresses:

**City:** jcarlini@tulare.ca.gov, heather@goyette-assoc.com

**Mutual:** soultswater@gmail.com, awerner@leadershipcounsel.org,  
pseaton@leadershipcounsel.org

Either party may change its address for purposes of this Paragraph by giving written notice of this change to the other party in the manner prescribed by this Paragraph.

17. **Binding on Heirs and Successors.** This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, successors, and assigns of each party to this Agreement.

18. **Subject to Valid Law and Venue.** This Agreement is subject at all times to any and all valid laws, ordinances, and governmental regulations whether federal, state, county, or city, and any modification made to this Agreement by any such law or ordinance or regulation or to the conduct of the parties under this Agreement shall not impose liability on either party for breach of their duties under this Agreement. Venue for purposes of the filing and duties hereunder shall be Tulare County, California.

19. **Public Health, Safety and Welfare.** Nothing contained in this Agreement shall limit the City's or the Mutual's authority to exercise their respective police powers and governmental authority or to take other appropriate actions to address threats to public health, safety and welfare, including temporarily suspending water services as deemed appropriate by the City in its sole determination and discretion. However, in any event that the City suspends water services to the Mutual, the City shall provide reasonable prior notice to the Mutual whenever possible without interfering with the City's ability to address threats to public health, safety, and welfare.

20. **Heading.** 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.

21. **Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. **Interpretation.** The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any 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.
23. **Exhibits.** Each Exhibit and Attachment referenced in this Agreement is, by this reference, incorporated into and made a part of this Agreement.
24. **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 allocations of risk between the parties, provided for within the body of this Agreement, shall be null and void.
25. **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.
26. **No Third-Party Beneficiaries.** The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
27. **Extent of Agreement.** Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and

supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Mutual.

28. **Execution.** This Wholesale Agreement may be executed by facsimile and in counterparts, and each counterpart shall be considered an original, and all of which, taken together, shall constitute one and the same instrument.

(The remaining portion of this page is intentionally left blank)

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

CITY OF TULARE:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair of the Board of Public Utilities of the City of Tulare

ATTEST:

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

SOULTS MUTUAL WATER COMPANY:

Date: 11-14-17

By: Michael Uzzell  
Michael Uzzell  
President, Soult Mutual Water Company, a California Corporation

APPROVED AS TO FORM

Date: \_\_\_\_\_

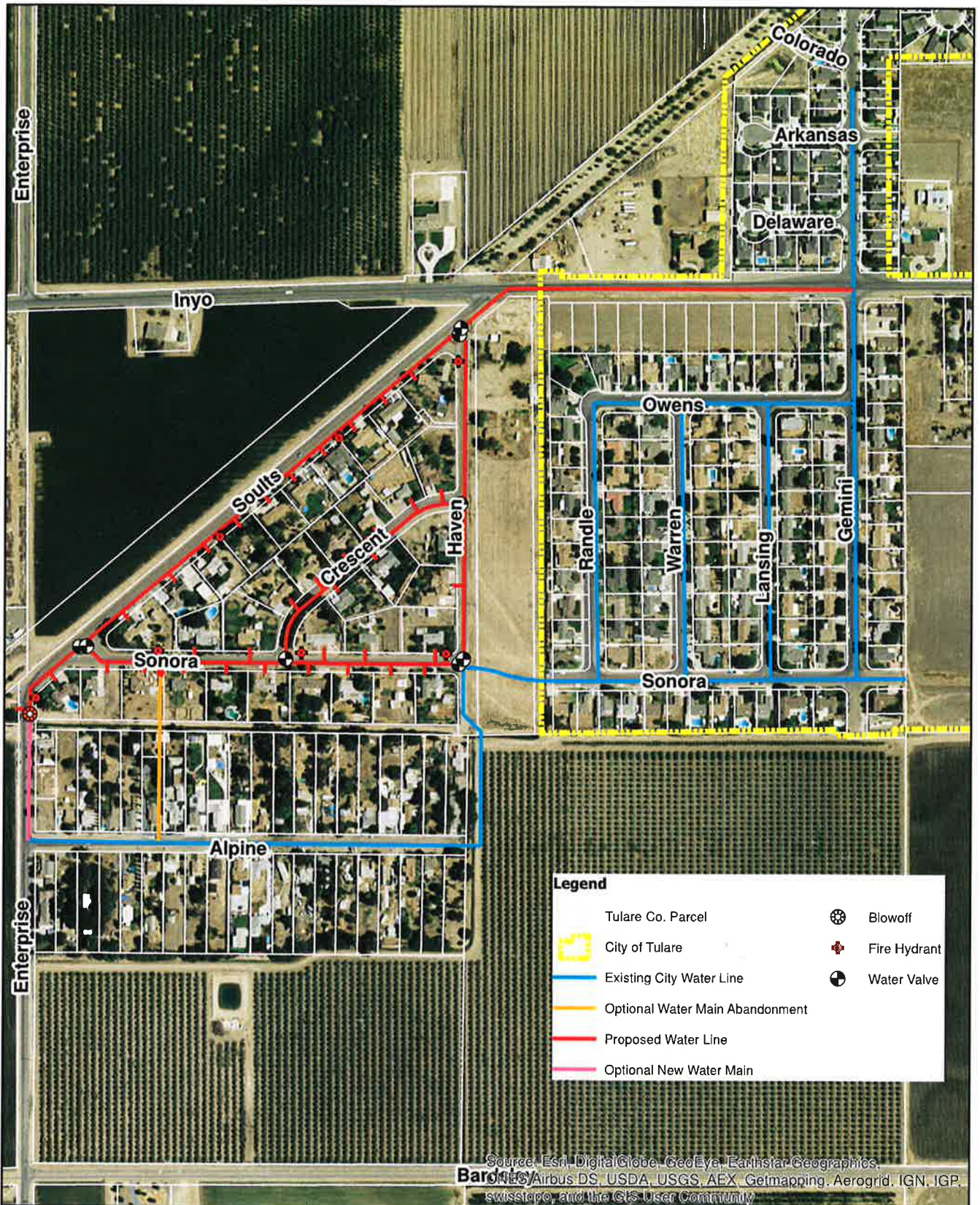
11-14-17

\_\_\_\_\_  
Heather N. Phillips  
City Attorney

Ashley E. Werner  
Ashley E. Werner  
LEADERSHIP COUNSEL FOR  
JUSTICE AND ACCOUNTABILITY  
Attorney for Soult Mutual Water Company

EXHIBIT A





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 200 400 Feet

EST. 1968  
**PROVOST & PRITCHARD**  
 CONSULTING GROUP  
*An Employee Owned Company*

286 W. Cromwell Ave.  
 Fresno, CA 93711-6162  
 (559) 449-2700

**Figure**  
 Alternative 1



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

**Submitting Department: Public Works – Water Division**

**For Board Meeting of: December 21, 2017**

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

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***AGENDA ITEM:***

Authorize the City Manager to sign a contract with Provost & Pritchard Consulting Group of Visalia, CA in an amount not to exceed \$715,000 for engineering design services, bidding and construction support services for Project WT0032 for the treatment of TCP contamination at six City’s wells, and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$71,500) of the contract award amount.

***IS PUBLIC HEARING REQUIRED:*** Yes No

***BACKGROUND/EXPLANATION:***

TCP, or 1,2,3-trichloropropane, is considered by the U.S. Environmental Protection Agency to be a “probable human carcinogen” and is deemed by the State of California as a chemical “known... to cause cancer.” In July 2017, the California Department of Public Health developed a formal drinking water standard for TCP, as known as the Maximum Contaminant Level (MCL). State Water Resources Control Board Resolution No. 2017-0042 adopted the proposed regulations for 1,2,3-TCP MCL of 5 ppt (parts per trillion).

In 2014, the City prepared a 1,2,3-TCP Mitigation Feasibility Study which identified TCP in detectable levels at or above the Public Health Goal of 0.7 ppt in thirteen (13) of the City of Tulare wells. In 2016, the City received a settlement pertaining to groundwater contamination and funds were set aside for the costs associated with treating groundwater in the future. With anticipation of the proposed regulations for TCP, Project WT0032 was included and approved as part of the City’s 2017-2022 transportation and utility CIP program budget. The proposed work with Provost & Pritchard is for the design, bidding and construction support services for the construction of TCP treatment at six (6) City well sites.

A Request for Proposals for on-call engineering services was issued on April 14, 2016. 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 four (4) firms were recommended for inclusion on the list of prequalified general engineering and land surveying consultants. On June 21, 2016, City Council approved this list of (4) consultants.

Provost & Pritchard Consulting Group 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. Provost & Pritchard has proposed to perform the necessary work for \$715,000.

**STAFF RECOMMENDATION:**

Authorize the City Manager to sign a contract with Provost & Pritchard Consulting Group of Visalia, CA in an amount not to exceed \$715,000 for engineering design services, bidding and construction support services for Project WT0032 for the treatment of TCP contamination at six City's wells, and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$71,500) of the contract award amount.

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

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

**Signed:** Trisha Whitfield

**Title:** Public Works Director

**Date:** August 28, 2017

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

## Water Project

<b>PROJECT # WT0032</b>	<b>G/L ACCT # 610-4610-6811</b>
TCP Treatment	
<b>(Capital)</b>	
<b>(Capital)</b>	
<b>District(s): 1, 2, 3, 4, 5</b>	

**PROJECT MANAGER:** Trisha Whitfield

**PROJECT DESCRIPTION & PURPOSE:** Purchase and intallation of TCP treatment systems for well sites containing TCP.

**KEY POINTS:** The State of California is in the process of setting an mcl limit for TCP. There are wells that will need TCP treatment in order for them to stay in operation.

**PROJECT STATUS:** Request for Funding 2017-2022 Project Cycle

**PROJECTED START DATE:** 7/1/2017

**PROJECTED END DATE:** 6/30/2022

**FUTURE M & O:** This Project will increase Water Division M&O commencing July 2020 in the amount of \$30,000 annually  
*(Additional Cost & Department Responsibility)*

**CRITERIA (1-8):** Criteria 1: Project corrects immediate and urgent public health or public safety issue.

	Fiscal Year					Total	Unfunded
	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022		
<b>Costs Description</b>							
Equipment	\$2,955,000	\$2,955,000	\$2,955,000	\$2,955,000	\$2,955,000	\$14,775,000	\$0
Contingency	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000	\$0
Project Management Time	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Costs:</b>	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,000,000	\$0
<b>Funding Sources</b>							
027 Groundwater	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,000,000	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Funding:</b>	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,000,000	\$0

December 8, 2017

Tricia Whitfield  
City of Tulare  
411 E. Kern  
Tulare, CA 93274

**RE: Proposal for 1,2,3-TCP Mitigation Design Services, City of Tulare California**

Dear Ms. Whitfield:

Thank you for the opportunity to submit this proposal to provide engineering design services for the 1,2,3- TCP mitigation 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.

### Project Understanding

On November 5, 2014 Provost & Pritchard prepared a report titled "City of Tulare 1,2,3-TCP Mitigation Feasibility Study". The purpose of the study was to provide engineering services needed to define the required mitigation measures associated with contamination of the synthetic organic chemical (SOC) 1,2,3-trichloropropane (TCP) in thirteen (13) of the City's wells. The Feasibility Study identified improvements required to treat the TCP contaminated wells with granular activated carbon (GAC) adsorption.

The City has asked Provost & Pritchard for a scope of work and fee to provide engineering design services for six (6) of the thirteen wells identified in the Feasibility Study (Wells 13, 17, 34, 35, 37, and 38). The design services are divided into two Bid Packages. Group 1 wells require no private property acquisition and will immediately proceed with design. Group 2 wells require that the City finalizes property acquisition prior to starting design. Groups 1 and 2 will be bid separately.

TCP Mitigation Project Wells	
Group 1	Group 2
Well 17	Well 13
Well 37	Well 34
Well 38	Well 35

The design services for each Group of wells will be completed based on the following task breakdown:

- Schematic Design
- Construction Documents
- Carbon Procurement
- Bidding Assistance
- Construction Administration

## Scope of Services

### Group 1 (Wells 17, 37, and 38)

#### Phase SD1: Schematic Design Phase

##### A. PROJECT MANAGEMENT

1. Project management and administration
2. Prepare and maintain workplan and design schedule
3. Attend kick-off meeting with City staff
4. Prepare and submit monthly billing
5. Conduct QA/QC program

##### B. SURVEYING

1. Conduct right-of-way and boundary research for pump station sites.
2. Conduct field survey to locate sufficient monumentation to re-establish the right-of-way and property lines within the project limits.
3. Conduct topographic ground surveys of the project limits.

##### C. AGENCY AND UTILITY COORDINATION

1. Utility Notifications – Send utility request letters to utility companies to obtain utility information within the project limits
2. Review Record Information and complete utility base mapping

##### D. SCHEMATIC DESIGN

1. Prepare a preliminary site plan for each site showing the proposed treatment systems and appurtenances.

##### E. GEOTECHNICAL SERVICES

2. Hire geotechnical subconsultant to conduct exploratory borings (2 borings per well site, 6 total), laboratory testing and provide geotechnical engineering report containing findings, conclusions, and recommendations for use in design and preparation of construction specifications.

#### Assumptions:

- a) The project management and programming budget is based on a total design project duration of 6 months.
- b) Sufficient monumentation will be locatable to determine right-of-way and property limits.

- c) The project is assumed to be GAC wellhead treatment at each existing well site. There are no interconnecting pipelines as would be required for co-treatment of multiple pump stations at a single site.
- d) The treatment plant is being constructed on an established City of Tulare well site or on property acquired by the City adjacent to the well site.
- e) Improvements to existing wells and pumps are not included in the project.

## Phase CD1: Group 1 Construction Documents Phase

### A. PRELIMINARY PLANS, SPECIFICATIONS, AND COST ESTIMATE

- 1. Address any remaining comments on the preliminary site plan.
- 2. Prepare preliminary (60%) plans for the wellhead treatment construction project, including the following sheets:
  - i. Cover and index (1 sheet)
  - ii. General notes (1 sheet)
  - iii. Legend and abbreviations (1 sheet)
  - iv. Demolition plan (3 sheets)
  - v. Site plan (3 sheets)
  - vi. Grading plan (3 sheets)
  - vii. Site piping plan (3 sheets)
  - viii. Piping plan and profile sheets (3 sheets)
  - ix. Slab structural details (3 sheets)
  - x. Backwash water disposal details (1 sheets)
  - xi. Miscellaneous details (2 sheets)
  - xii. Equipment enclosure modifications (1 sheet)
  - xiii. Electrical sheets (2 sheets)
- 3. Prepare preliminary technical specifications in CSI format
- 4. Prepare itemized estimate of quantities and cost
- 5. Submit preliminary (60%) plans, specifications and estimate (PS&E)
  - i. Submit 1 full-size and 1 half-size sets
  - ii. Submit 1 half-size sets to DDW for review.
  - iii. Schedule and conduct workshop review meeting separately with DDW

#### Assumptions:

- a) All 3 wells in Group 1 will be bid as a single project.
- b) City boiler plate front-end specifications will be used
- c) No new standby generators are included in the projects.

### B. PERMITTING ASSISTANCE

- 1. Coordinate with the State Water Resources Control Board – Division of Drinking Water (DDW) regarding the project.
- 2. Prepare and submit Operations Plan to DDW for approval.

#### Assumptions:

- a) City will pay for all permit fees directly
- b) No permits will be required other than those specifically identified above
- c) The City will handle coordination with property owners adjacent to new treatment sites regarding aesthetic impacts, and construction activities.

### C. DRAFT FINAL (90%) DESIGN

- 1. 60% submittal review meeting with City
- 2. Address 60% review comments

3. Prepare draft final plans, including the same sheets listed in the previous phase.
4. Prepare draft final technical specifications
5. Incorporate City up-front contract documents
6. Prepare draft final cost opinions
7. Submit draft final plans, specifications and estimate
  - i. Submit 1 full-size and 1 half-size set.

**D. FINAL (100%) PLANS, SPECIFICATIONS AND ESTIMATES**

1. 90% submittal review meeting with City
2. Address draft final review comments
3. Prepare final plans
4. Prepare final technical specifications
5. Prepare final opinion of probable construction costs
6. Submit final plans, specifications and estimate
  - ii. Submit 1 full-size and 1 half-size set of bid-ready documents

**E. BUILDING & SAFETY DEPARTMENT PLANCHECK**

1. Submit two full-size plan sets and one set of structural calculations for Building & Safety Department Plan check
2. Complete backcheck process to obtain Building & Safety Department approval

Assumptions:

- a) The contractor will prepare and implement Storm Water Pollution Prevention Plan and Dust Control Plan if required.

## Phase PC1: Group 1 Carbon Procurement Assistance Phase

**A. Procurement Assistance**

1. Prepare memorandum documenting alternatives and recommending a carbon procurement approach to City
2. Prepare carbon procurement specifications for bid
3. Assist City with soliciting supplier proposal requests
4. Assist with the preparation of addenda and clarifications as necessary during the bid period
5. Review manufacturer proposals and provide recommendation for award.

## Phase BD1: Group 1 Bidding Assistance Phase

**A. BIDDING SERVICES**

1. Attend pre-bid conference
2. Assist with the preparation of addenda and clarifications as necessary during the bid period
3. Review bid proposals and provide recommendation for award.

Assumptions:

- a) The City will advertise and facilitate the bidding process and Provost & Pritchard will provide assistance.

## Phase CA1: Group 1 Construction Administration Phase

The following services will be performed by Provost & Pritchard:

- A. Attend pre-construction kickoff meeting.
- B. Review and approve contractor submittals prior to the start of construction.
- C. Make periodic site visits while construction is active to observe the progress of work; including a site visit for substantial completion and a final walk-through. A total of 4 site visits are included in the scope of services.
- D. Assist in response to RFI's.
- E. Review the contractor's completion documents. Prepare record drawings based on "as-built" information furnished by the Contractor and the City. Provide one copy of reproducible record drawings to the City for permanent records.

## Bid Package 2 (Wells 13, 34, and 35)

### Phase SD2: Group 2 Schematic Design Phase

- A. PROJECT MANAGEMENT
  1. Project management and administration
  2. Prepare and maintain workplan and design schedule
  3. Attend kick-off meeting with City staff
  4. Prepare and submit monthly billing
  5. Conduct QA/QC program
- B. SURVEYING
  1. Conduct right-of-way and boundary research for pump station sites.
  2. Conduct field survey to locate sufficient monumentation to re-establish the right-of-way and property lines within the project limits.
  3. Conduct topographic ground surveys of the project limits.
- C. AGENCY AND UTILITY COORDINATION
  1. Utility Notifications – Send utility request letters to utility companies to obtain utility information within the project limits
  2. Review Record Information and complete utility base mapping
- D. SCHEMATIC DESIGN
  1. Prepare a preliminary site plan for each site showing the proposed treatment systems and appurtenances.
- E. GEOTECHNICAL SERVICES
  1. Hire geotechnical subconsultant to conduct exploratory borings (2 borings per well site, 6 total), laboratory testing and provide geotechnical engineering report containing findings, conclusions, and recommendations for use in design and preparation of construction specifications.

#### Assumptions:

- a) The project management and programming budget is based on a total design project duration of 6 months.



- b) Sufficient monumentation will be locatable to determine right-of-way and property limits.
- c) The project is assumed to be GAC wellhead treatment at an off-site property near each existing well site. There are no interconnecting pipelines as would be required for co-treatment of multiple pump stations at a single site.
- d) The treatment plants are constructed on an established City of Tulare well sites or on property acquired by the City adjacent to the well site.
- e) Improvements to existing wells and pumps are not included in the project.

## Phase CD2: Group 2 Construction Documents Phase

### A. PRELIMINARY PLANS, SPECIFICATIONS, AND COST ESTIMATE

1. Address any remaining comments on the preliminary site plan.
2. Prepare preliminary (60%) plans for the wellhead treatment construction project, including the following sheets:
  - i. Cover and index (1 sheet)
  - ii. General notes (1 sheet)
  - iii. Legend and abbreviations (1 sheet)
  - iv. Demolition plan (3 sheets)
  - v. Site plan (3 sheets)
  - vi. Grading plan (3 sheets)
  - vii. Site piping plan (3 sheets)
  - viii. Piping plan and profile sheets (3 sheets)
  - ix. Slab structural details (3 sheets)
  - x. Backwash water disposal details (1 sheets)
  - xi. Miscellaneous details (2 sheets)
  - xii. Equipment enclosure modifications (1 sheet)
  - xiii. Electrical sheets (2 sheets)
3. Prepare preliminary technical specifications in CSI format
4. Prepare itemized estimate of quantities and cost
5. Submit preliminary (60%) plans, specifications and estimate (PS&E)
  - i. Submit 1 full-size and 1 half-size sets
  - ii. Submit 1 half-size sets to DDW for review.
  - iii. Schedule and conduct workshop review meeting separately with DDW

#### Assumptions:

- a) All 3 wells in Group 2 will be bid as a single project.
- b) City boiler plate front-end specifications will be used
- c) No new standby generators are included in the projects.

### B. PERMITTING ASSISTANCE

1. Coordinate with the State Water Resources Control Board – Division of Drinking Water (DDW) regarding the project.
2. Prepare and submit Operations Plan to DDW for approval.

#### Assumptions:

- a) City will pay for all permit fees directly
- b) No permits will be required other than those specifically identified above

- c) The City will handle coordination with property owners adjacent to new treatment sites regarding aesthetic impacts, and construction activities.

C. DRAFT FINAL (90%) DESIGN

1. 60% submittal review meeting with City
2. Address 60% review comments
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5. Incorporate City up-front contract documents
6. Prepare draft final cost opinions
7. Submit draft final plans, specifications and estimate
  - iii. Submit 1 full-size and 1 half-size set.

D. FINAL (100%) PLANS, SPECIFICATIONS AND ESTIMATES

1. 90% submittal review meeting with City
2. Address draft final review comments
3. Prepare final plans
4. Prepare final technical specifications
5. Prepare final opinion of probable construction costs
6. Submit final plans, specifications and estimate
  - iv. Submit 1 full-size and 1 half-size set of bid-ready documents

E. BUILDING & SAFETY DEPARTMENT PLANCHECK

1. Submit two full-size plan sets and one set of structural calculations for Building & Safety Department Plan check
2. Complete backcheck process to obtain Building & Safety Department approval

Assumptions:

- a) The contractor will prepare and implement Storm Water Pollution Prevention Plan and Dust Control Plan if required.

## Phase PC2: Group 2 Carbon Procurement Assistance Phase

A. Procurement Assistance

1. Prepare memorandum describing alternatives and recommending a carbon procurement approach to the City
2. Prepare carbon procurement specifications for bid
3. Assist City with soliciting supplier proposal requests
4. Assist with the preparation of addenda and clarifications as necessary during the bid period
5. Review manufacturer proposals and provide recommendation for award.

## Phase BD2: Group 2 Bidding Assistance Phase

A. BIDDING SERVICES

1. Attend pre-bid conference
2. Assist with the preparation of addenda and clarifications as necessary during the bid period
3. Review bid proposals and provide recommendation for award.

Assumptions:

- b) The City will advertise and facilitate the bidding process and Provost & Pritchard will provide assistance.

## Phase CA2: Group 2 Construction Administration Phase

The following services will be performed by Provost & Pritchard:

- A. Attend pre-construction kickoff meeting.
- B. Review and approve contractor submittals prior to the start of construction.
- C. Make periodic site visits while construction is active to observe the progress of work; including a site visit for substantial completion and a final walk-through. A total of 4 site visits are included in the scope of services.
- D. Assist in response to RFI's.
- E. Review the contractor's completion documents. Prepare record drawings based on "as-built" information furnished by the Contractor and the City. Provide one copy of reproducible record drawings to the City for permanent records.

## Time and Materials (Fee Budget)

Provost & Pritchard Consulting Group will perform the services in this project on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated fee below. We will not exceed this budget amount without additional authorization.

Proposed Fee – City of Tulare TCP Design Services	
Phase	Estimated Fee
<b><u>Group 1 (Wells 17, 37, and 38)</u></b>	
Phase SD1 Schematic Design	\$49,000
Phase CD1 Construction Documents	\$265,000
Phase PC1 Carbon Procurement	\$16,000
Phase BD1 Bidding Assistance	\$13,000
Phase CA1 Construction Administration	\$39,000
<u>Subtotal Group 1</u>	<u>\$382,000</u>
<b><u>Group 2 (Wells 13, 34, and 35)</u></b>	
Phase SD2 Schematic Design	\$47,000
Phase CD2 Construction Documents	\$222,000
Phase PC2 Carbon Procurement	\$15,000
Phase BD2 Bidding Assistance	\$12,000
Phase CA2 Construction Administration	\$37,000
<u>Subtotal Group 2</u>	<u>\$333,000</u>
<b>Total Estimated Fee:</b>	<b>\$715,000</b>

## Schedule

Provost & Pritchard is prepared to begin immediately upon authorization to proceed. We will work with the City to establish a mutually agreed upon schedule. It is our goal to complete the Group 1 design by May of 2018. We have assumed that we will not begin design on the Group 2 wells (Wells 13, 34, and 35) until the City provides authorization after the property has been acquired.

## Assumptions

- A Conditional Use Permit (CUP) will not be required.
- No flood plain surveys will be required.
- The City will prepare required environmental permitting and will pay all agency review, permit and/or utility service application fees.
- Offsite treatment communication will be achieved with direct buried cable. No new radio telemetry systems or radio path surveys will be required.
- No coordination with Caltrans will be required.

## Additional Services

The following services are not included in this proposal, however these and others can be provided either directly by Provost & Pritchard Consulting Group or through subconsultants, upon revision to this scope of services and associated adjustment to the budget.

- Separate bid package for pre-procurement of GAC Vessels
- Services associated with land acquisition.
- Applying for plan amendment, rezoning, or code variances.
- Legal descriptions and exhibits.
- Payment of plan check and permit fees.
- Potholing and utility locating services.
- Environmental Permitting Assistance.
- Landscape improvements or modifications.
- Hydraulic modeling or surge analysis.
- Construction staking.
- As-Built Survey.
- Radio Path Survey.
- Contractor Prequalification.
- Construction Review and/or inspection.
- Labor compliance assistance.
- Preparation of Dust Control plans or Storm Water Pollution Prevention Plans (SWPPP).

## Terms & Conditions

Reference is made to the City's existing On-Call Engineering Contract with Provost & Pritchard Approved by City County on 6-21-2016. The same terms and conditions identified in the existing On-Call Contract apply to this Contract.

If this proposal is acceptable, please sign below and return a copy of each to our office. This document will serve as our Notice to Proceed. This proposal is valid for 60 days from the date above.

Respectfully,  
Provost & Pritchard Consulting Group

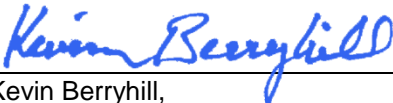


Brandon Stipe, RCE 75956  
Project Manager



Matthew W. Kemp, RCE 66088

Vice President



Kevin Berryhill,  
Principal in Charge, RCE 70415

**Terms & Conditions Accepted**

By City of Tulare

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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Title

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