TO: **Mayor and City Council Members**

FROM: **Rob Hunt, City Manager**

SUBJECT: **June 16, 2020 Agenda Items**

DATE: **June 11, 2020**

6:00 p.m.

I. CALL TO ORDER CLOSED SESSION

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

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

(a) 54957(b)(1) – Public Employee Performance Evaluation: City Manager [Submitted by: J. Avila]

(b) 54956.8b Conference with Real Property Negotiators
Property: West Side medical Clinic Property
Under Negotiation: Purchase, price, and terms and conditions of potential purchase
Negotiating parties: Rob Hunt, Josh McDonnell [Submitted by: J. McDonnell]

IV. RECONVENE CLOSED SESSION

V. CLOSED SESSION REPORT (if any)

VI. ADJOURN CLOSED SESSION

7:00 p.m. (Or, immediately following Closed Session)

VII. CALL TO ORDER REGULAR SESSION

VIII. PLEDGE OF ALLEGIANCE AND INVOCATION

IX. CITIZEN COMMENTS

This is the time for citizens to comment on subject matters, not on the agenda within the jurisdiction of the Tulare City Council. The Council Members ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome. The Council cannot legally discuss or take official action on citizen request items that are introduced tonight.

This is also the time for citizens to comment on items listed under the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion

purposes. Comments related to general business/city manager items or public hearing items will be heard at the time the item is discussed or at the time the Public Hearing is opened for comment.

*In fairness to all who wish to speak, each speaker will be allowed **three minutes**, with a maximum time of 15 minutes per item, unless otherwise extended by Council. Please begin your comments by stating and spelling your name and providing your city of residence.*

X. COMMUNICATIONS

*Communications are to be submitted to the City Manager's Office 10 days prior to a Council Meeting to be considered for this section of the Agenda. No action will be taken on matters listed under communications; however, the Council may direct staff to schedule issues raised during communications for a future agenda. Citizen comments will be limited to **three minutes**, per topic, unless otherwise extended by Council.*

XI. CONSENT CALENDAR

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

(1) Authorization to read ordinances by title only.

(2) Approve minutes of May 28 and June 2, 2020 special/regular meeting. [Submitted by: R. Yoder] The minutes of May 19, 2020 special/regular meeting are submitted for your approval. **Staff recommends Council approve as presented.**

(3) Authorize the City Manager to complete and execute the documents necessary to declare as public right-of-way a portion of the 'J' Street at Cartmill Avenue well site (Well 4-5: Project WT0038 – North 'J' Street Well Project), subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [Submitted by: J. Funk] Capital Improvement Project (CIP) WT0038 will design and construct a new well and appurtenances on the east side of 'J' Street south of and adjacent to the Cartmill Avenue overcrossing. The general area of the well site was identified in a Technical Memorandum (Report) prepared by Carollo in 2012. After receiving positive results from a test well, the City purchased the well site in September 2019.

At the City Council meeting on March 3, 2020, Council accepted a small piece of property identified in the well site purchase as right-of-way for 'J' Street. The Board of Public Utilities approved the same at their meeting on February 20, 2020. Subsequently, the well site project was reviewed by the City's Site Plan Review Committee. At that time, it was determined that an additional 2-feet would be required across the well site frontage to meet the ultimate right-of-way requirements for 'J' Street. The additional dedication will not adversely impact the design of the well site.

It is requested that Council authorize the City Manager to complete and execute the documents necessary to declare as public right-of-way that portion of the property purchased for the 'J' Street at Cartmill Avenue well site needed to for the ultimate right-of-way width of 'J' Street. There are no costs associated with this action. **Staff recommends Council authorize the City Manager to complete and execute the documents necessary to declare as public right-of-way a portion of the 'J' Street at Cartmill Avenue well site (Well 4-5: Project WT0038 – North 'J' Street Well Project), subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, as presented.**

(4) Authorize the Mayor to execute an oversized construction reimbursement agreement, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Merced JJR KCOK, LLC for oversize improvements constructed with phase 2 of the KCOK Ranch Subdivision. [Submitted by: M. Miller] As part of development of phase 2 of the KCOK Ranch Subdivision located at the northeast corner of Mooney Boulevard (State Route 63) and Seminole Avenue, Merced JJR KCOK, LLC was required to install oversized sewer and storm drainage improvements. The attached oversized construction reimbursement agreement identifies the work performed that is reimbursable under the City's oversize reimbursement procedures, and specifies that the City will reimburse the developer for their expenditures plus accrued interest as funding becomes available through the City's development impact fee program. **Staff recommends Council authorize the Mayor to execute an oversized construction reimbursement agreement, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Merced JJR KCOK, LLC for oversize improvements constructed with phase 2 of the KCOK Ranch Subdivision, as presented.**

(5) Authorize the City Manager to execute a benefit district refunding agreement, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Merced JJR KCOK, LLC for water, sanitary sewer, storm drain and street improvements constructed with phase 2 of the KCOK Ranch subdivision. [Submitted by: M. Miller] As part of the development of phase 2 of the KCOK Ranch subdivision

located on the northeast corner of Seminole Avenue and Mooney Boulevard, the Developer was required to install certain water, sanitary sewer, storm drainage and street improvements that benefit adjacent properties, and would also be required for the development of those properties. The Developer has requested to enter into a benefit district refunding agreement in accordance with Municipal Code Chapter 8.60: Benefit Districts, whereby the City will collect reimbursements from benefitting properties as they develop and pass them along to the Developer. The Agreement has an initial 10-year term that may be renewed in 10-year increments upon Developer's request and payment of a Benefit District Creation/Renewal fee. **Staff recommends Council authorize the City Manager to execute a benefit district refunding agreement, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Merced JJR KCOK, LLC for water, sanitary sewer, storm drain and street improvements constructed with phase 2 of the KCOK Ranch subdivision, as presented.**

(6) Approve the Parcel Map 2020-02 filed by Pepsu, Inc. for the division of land located on the east side of Cherry Street between Prosperity and Merritt Avenues and accept the 25' wide public utility easement as shown hereon, conveyed to the City of Tulare as an easement. [Submitted by: M. Miller] Tentative Parcel Map No. 2020-02 filed by Pepsu, Inc. for the division of land located on the east side of Cherry Street between Prosperity and Merritt Avenues was approved by the Parcel Map Committee on February 24, 2020. This parcel map is to create 2 parcels of record from one existing parcel (APN 170-102-040) which is currently zoned C-3 (retail and commercial). This parcel map comprises approximately 1.36 acres, which is to be subdivided into 2 parcels. Parcel 1 will be 0.87 acres, Parcel 2 will be 0.49 acres. The parcel map provides for 25' public utility easement between Parcel 1&2.

The Engineering Division has examined the parcel map and determined that it is in compliance with the approved tentative parcel map. A copy of the Parcel Map and Parcel Map Committee Resolution No. 814 is attached. **Staff recommends Council approve the Parcel Map 2020-02 filed by Pepsu, Inc. for the division of land located on the east side of Cherry Street between Prosperity and Merritt Avenues and accept the 25' wide public utility easement as shown hereon, conveyed to the City of Tulare as an easement, as presented.**

(7) Adopt Resolution 2020-31 authorizing the City of Tulare to apply for a Federal Railroad Administration's 2020 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program grant for proposed improvements to the at-grade crossing of Prosperity Avenue and the UPRR tracks and intersection of Prosperity Avenue and "J" Street, and designate the City Manager or his/her designee as the individual authorized to execute all grant documents on behalf of the City. [Submitted by: N. Bartsch] The Department of Transportation (DOT), Federal Railroad

Administration (FRA) has put forth a Notice of Funding Opportunity (NOFO) for grant funding under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program. This program provides funding for safety enhancements and general infrastructure improvements to passenger and freight railroads for grade crossing enhancements, rail line relocations and improvements, and deployment of railroad safety technology. The maximum Federal share of the total costs of the project, including preliminary engineering, final design, and construction, would be 80%. The remainder of the funding may come from public or private sector funds. Eligible applicants include states, other cities, rail carriers, such as Amtrak, railroads, university researchers, and non-profit labor organizations representing rail carriers and rail contractors. The total available funding is $311,772,500, with no minimum or maximum award amount.

City staff is proposing to submit an application for pedestrian and vehicle safety enhancements to the intersection of Prosperity Avenue and "J" Street. This intersection has experienced 60 reported collisions over the past 5 years, with 18 injuries and 1 fatality. The short distance on Prosperity Avenue between the intersection and the Union Pacific railroad tracks, combined with a permissive left-turn traffic movement for east-west traffic that forces drivers to yield to oncoming traffic and pedestrians, makes the current intersection configuration susceptible to a higher rate of collisions. Furthermore, the railroad crossing does not currently provide for ADA compliant pedestrian travel across the railroad tracks. The project proposes to install a pre-signal on Prosperity Avenue west of the railroad tracks, and to upgrade the intersection traffic signal to provide a protected left-turn movement for the east-west traffic on Prosperity Avenue. Upgrades to the rail crossing infrastructure and traffic signal infrastructure are required, as well as new pedestrian facilities such as: asphalt concrete walkways, extensions of the concrete panels for both sets of railroad tracks, and ADA upgrades to existing pedestrian ramps. New striping and minor pavement improvements will also be proposed.

The project is estimated to cost approximately $1,384,595, with a proposed grant contribution of 80%. This funding scenario would require the City to provide a minimum 20% matching contribution. **Staff recommends Council adopt Resolution 2020-31 authorizing the City of Tulare to apply for a Federal Railroad Administration's 2020 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program grant for proposed improvements to the at-grade crossing of Prosperity Avenue and the UPRR tracks and intersection of Prosperity Avenue and "J" Street, and designate the City Manager or his/her designee as the individual authorized to execute all grant documents on behalf of the City, as presented.**

(8) Adopt the Four-Year Memorandum of Understanding (July 1, 2018 through June 30, 2022) by and between the City of Tulare and the Tulare Police Officers Union (TPOU); Grant an additional half of percent (.50%) to Police

Sergeants, Police Lieutenants, and Police Captains effective the first full pay period of July 2020 and approve changes to the payment of Long-Term Disability premiums for currently enrolled employees; and grant one (1) personal leave day. [Submitted by: J. Avila & M. Zamora]

Police Officers and Police Corporals

The City has reached an agreement with the Tulare Police Officer's Union (TPOU). Staff is presenting the Four-Year Memorandum of Understanding (MOU) for the period of July 1, 2018 through June 30, 2022 for Council approval. This MOU outlines agreed upon changes to salary and benefits. Following is a summary of the main points of the salary and benefits changes as authorized by Council and accepted by the TPOU.

Salary:

- Two percent (2%) increase retroactive to the 1st full pay period of July 2018 (paid with the June 19, 2020 paycheck)
- Two percent (2%) increase retroactive to the 1st full pay period of July 2019 (paid with the July 3, 2020 paycheck)
- Two and one-half percent (2.50%) increase effective with the first pay period in July of 2020 (beginning with the July 31, 2020 paycheck).
- Three and one-half percent (3.50%) increase effective with the first full pay period in July of 2021.

Additional benefit changes effective with fiscal year 2020-21, beginning on July 4, 2020:

Personal Leave Days:

TPOU members will be afforded two (2) personal days (each day equaling eight (8) hours or twelve (12) hours depending on the employee's shift assignment at time granted). These two (2) personal leave days will be granted beginning with the first full pay period of each fiscal year thereafter. These personal leave days will be placed in a separate leave bank and must be used in its entirely prior to the last full pay period of each fiscal year. If the leave hours earned remain in this bank at that time, additional hours granted in the first full pay period of the new fiscal year will only accumulate to a maximum equivalent of two (2) days. This personal leave bank has no cash value.

Long Term Disability

For employees in the Tulare Police Officer's Union, the City shall contribute $24.50 per month to a long-term disability plan. This is an increase from the $17.13 afforded in their last MOU.

Compensatory Time Buy-Back
Employees in the Tulare Police Officer's Union may buy back up to forty (40) hours of unused accrued compensatory time per fiscal year.

Police Sergeants, Police Lieutenants, Police Captains:
Salary
In July of 2019, the City entered into an agreement with the Police Management Group that includes a two percent (2%) salary increase effective with the first full pay period in July 2020. That agreement also included a parity agreement which states: Should the Tulare Police Officer's Union negotiate more favorable contractual terms in salary and/or benefits, these would also be extended to the employees in the classifications represented by the Police Management Group.

TPOU members are receiving a two and one-half percent (2.5%) increase effective with the first full pay period in July which is one half of percent (.50) more than the Police Management Group has been afforded. Based on the parity agreement, staff is recommending a two and one-half percent (2.5%) increase for Police Management members effective with the first full pay period in July 2020.

Long Term Disability
For Police Management Group members currently enrolled in the Police Association Long Term Disability Plan, the City shall contribute $24.50 per month. This is an increase from the $17.13 currently being paid. This change is effective with the first full pay period in July of 2020.

Personal Leave Days:
Police Management members will receive one (1) personal leave day (equaling eight (8) hours or twelve (12) hours depending on the employee's shift assignment at time granted). This one (1) personal leave day will be granted beginning with the first full pay period of each fiscal year thereafter. This personal leave day will be placed in a separate leave bank and must be used in its entirely prior to the last full pay period of each fiscal year. If the leave hours earned remain in this bank at that time, additional hours granted in the first full pay period of the new fiscal year will only accumulate to a maximum equivalent of one (1) days. This personal leave bank has no cash value.

Compensatory Time Buy-Back
The Police Management Group have voluntarily agreed to forgo the compensatory time buy back as afforded to the TPOU. Police Sergeants earn compensatory time or pay for overtime work as they are designated as non-exempt. Police Captains and Police Lieutenants are designated Exempt and do not receive overtime pay. All ranks in the police management have the benefit of buying back unused vacation time as afforded to all City mid-managers, per City policy.

Staff recommends Council adopt the Four-Year Memorandum of Understanding (July 1, 2018 through June 30, 2022) by and between the City of Tulare and the Tulare Police Officers Union (TPOU); Grant an additional half of percent (.50%) to Police Sergeants, Police Lieutenants, and Police Captains effective the first full pay period of July 2020 and approve changes to the payment of Long-Term Disability premiums for currently enrolled employees; and grant one (1) personal leave day, as presented.

(9) Award and authorize the City Manager to execute a contract with Safety Striping Services, Inc. of Goshen, California, in the amount of $277,361.19 for the City's 2020 Annual Street Striping Project. [Submitted by: T. Whitfield] City staff posted a Request for Bids (RFB 20-712) on May 8, 2020, on the Central Valley Purchasing System website, and advertised RFB 20-712 in the Visalia Times-Delta/Tulare Advance-Register on May 14, 2020 and May 21, 2020, requesting sealed bids for the City's 2020 Annual Street Striping Project. The work to be done consists of the striping of existing traffic strips and installing new traffic striping as required, and other pavement marking details that are required by the Standard Specifications, City of Tulare Standards or Special Provisions which shall be performed, placed, constructed, or installed within public streets and Caltrans right of way. The bid specified the work for the following:

- 136,000 linear feet of 6-inch edge lines
- 151,722 linear feet of 6-inch broken lines
- 34,871 linear feet of 8-inch single solid lines
- 22,000 linear feet of two-way left turns
- 236,754 linear feet of double yellow center lines
- 125,000 linear feet of 6-inch edge/and or inside bike lane lines
- 130,000 linear feet of 6-inch bike lane lines
- 27,000 linear feet of 6-inch intersection bike lane lines
- 250 square feet of "Symbol 9C Rider w/Helmet) and arrow pavement markings
- 333 Arrow markings
- 23,747 square feet of traffic signal crosswalk markings
- 500 retro-reflective raised pavement markers
- Removal of existing markings (1,000 square feet)
- Removal of existing striping (500 linear feet)

The Engineer's Estimate for this project was $280,000.

On June 4, 2020, the City of Tulare received and opened the following bids pertaining to RFB 20-712:

VENDOR	BID
Chrisp Company Stockton, CA	$340,168.51
Safety Striping Service, Inc. Goshen, CA	$277,361.19

After reviewing the bids, staff has determined that the proposed $277,361.19 bid from Safety Striping Service, Inc. is the lowest responsive and responsible bid that meets the City's needs as identified in the RFB. Funding for the annual striping is budgeted in project ST0007 for Annual Transportation Maintenance. **Staff recommends Council award and authorize the City Manager to execute a contract with Safety Striping Services, Inc. of Goshen, California, in the amount of $277,361.19 for the City's 2020 Annual Street Striping Project, as presented.**

XII. SCHEDULED CITIZEN OR GROUP PRESENTATIONS

(1) Spotlight on Excellence – Employee Recognition. [Submitted by: R. Hunt]

(2) Proclamation honoring Waste and Recycling Workers Week. [Requested by: D. Mederos]

(3) Receive Tulare Chamber of Commerce Annual Report presented by Donnette Silva-Carter, CEO.

XIII. MAYOR'S REPORT

XIV. 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 Council.

(1) Public Hearing:

a. Public Hearing to adopt Resolution 2020-32 approving the 2020/21 city operating budget, to adopt Resolution 2020-33 approving the 2020/21 Position Control Budget and fixing the rate of compensation of regular full-time employees, regular part-time employees, City Council members and seasonal/temporary employees of the City of Tulare, to adopt Resolution 2020-34 establishing the 2020/2021 appropriation limit; and to receive the BPU-adopted Utility Enterprise Fund Budgets. [Submitted by: D. Thompson] On February 4, 2020, the City Council reviewed the mid-year financial status, to consider and discuss budget assumptions and issues,

and to give staff direction regarding preparation of the proposed budget. A special budget meeting was held on April 24, 2020 to present the proposed budget requesting direction from Council to address the deficit. The April 24, 2020 presentation produced a budget that did not include the effect of the COVID19. On May 28, 2020 another study session was held with Council to obtain direction regarding further adjustments with updated information regarding the COVID19 to the proposed budget.

This budget reflects the final direction received from Council at the May 28 meeting. This budget also reflects the implementation of the memorandum of understanding with the Tulare Police Officers Union that was approved earlier at this meeting. This MOU increased the 2020-21 general fund expenditure budget by $410,480.

The Board of Public Utilities (BPU) held a public meeting on May 7, 2020 and adopted the utilities budget. Pursuant to the City's charter, the Council is requested to receive the BPU adopted municipal utilities budget.

Operating Budget (including the Position Control Budget (PCB)):
The complete proposed General City operating budget is comprised of the following:

1. City Manager's memo;
2. Total estimated revenues and total appropriations proposed for all non-utility City funds (General Fund, non-utility enterprise funds, internal service funds, and debt service funds);
3. The Position Control Budget;
4. The General Fund proposed appropriations summarized by object;
5. The General Fund divisional appropriations with line item analyses;

Fleet Control Budget (FCB) Equipment Replacement Control Budget (ERCB)
All of the control budgets are incorporated into the operating budget on the pertinent analytical line items (See Budget Flex Report). The FCB is detailed below.

Much of the General Fund departments have suspended vehicle reserve funding again for this year for vehicle replacements to help with the budget deficit and are relying on reserve balances built up to sustain the need for vehicle replacements

Each control budget applies to internal service funds that operate similarly. Internal charges are computed based on projected costs which are then appropriated in the operating divisions within the proposed budget. The charges are collected by the pertinent internal service fund (for example,

Workers Compensation Insurance Fund or Fleet Replacement Fund) from all City funds receiving the internal services. Purchases (for example, for replacement vehicles or for loss pooling costs (like insurance)) are made through the internal service funds to the third-party providers. The internal service funds are evaluated each budget cycle to determine if costs were more or less than projected which will result in future period adjustments through the operating department budgets.

The FCB also smooths the procurement process in some instances for replacement vehicles replaced in accordance with the pre-approved plan. Provided the cost for replacement of equipment does not exceed the amount authorized for purchasing the pre-approved items, and provided that the City's Purchasing policy does not require further Council (or BPU) action, the purchases can be made under the existing policy by staff.

This FCB, if approved, authorizes replacement of the listed vehicles in accordance with the Council's adopted Purchasing Policy. This list also includes vehicles added to the fleet. The BPU has approved the amounts for the municipal utility FCB. City Council is only receiving the BPU portion of the FCB.

Vehicles to be Replaced	**Fund**	**Quantity**	**Cost**
Replace Patrol	Police	4	140,000
Parks - Gator	General Fund	1	10,000
Parks – Skid Loader	General Fund	1	40,000
Parks - Excavator	General Fund	1	35,000
Total Replacement/Expansion		**5**	**225,000**

The following represents the Fleet Reserve Funds:

Fleet Reserve Funds	Estimated Reserve 07/01/2020	Projected 2020 / 2021 Expenditures	Projected Insurance Premium	Projected 2020 / 2021 Revenue	Estimated Reserve 07/01/2021
General Fund	254,970	85,000	5,800	170,200	334,370
Police	267,780	140,000	12,410	200,000	315,360
Fire / Fire Apparatus	127,990		16,180	20,000	131,810
Development Services	125,890		710	43,800	301,980
Water	319,660		2,070	89,640	407,230
Solid Waste	1,562,020		33,400	930,460	2,459,080
Wastewater/Sewer	314,010		4,420	183,300	492,890

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General Fund	650,740	225,000	34,400	390,200	781,540
Enterprise Funds	2,454,580		40,600	1,247,200	3,661,180
FCB FUND TOTALS	3,105,320	225,000	75,000	1,637,400	4,442,720

Appropriation Limit:
Annually, the Council must adopt the City's Proposition 4 Appropriation Limit (so-called Gann Limit). The amount is adjusted annually for population and for inflation. The proposed Gann Limit is substantially above the City's proposed budget appropriations, so the City is in compliance.

Resolutions:
Attached are three resolutions to be considered at a single public hearing for adoption; one each for the operating budget, the Position Control Budget and the 2020/21 Appropriation Limit. Adoption of the operating budget will include all control budget components described. Additionally, the resolutions contain guidelines for staff to use in administering the budget during the budgetary period.

Staff recommends Council adopt the following, as presented:

- **Adopt Resolution 2020-32 approving the 2020/21 city operating budget;**
- **Adopt Resolution 2020-33 approving the 2020/21 Position Control Budget and fixing the rate of compensation of regular full-time employees, regular part-time employees, City Council members and seasonal/temporary employees of the City of Tulare;**
- **Adopt Resolution 2020-34 establishing the 2020/2021 appropriation limit;**
- **Receive the BPU-adopted Utility Enterprise Fund Budgets.**

b. **Public Hearing to pass-to-print Ordinance 2020-06 to repeal and replace Section 9.48.120 of the Tulare Municipal Code pertaining to Commercial Vehicle Parking Restrictions. [Submitted by M. Miller]** Both City Council members and staff have received citizen complaints regarding noise and visibility obstructions resulting from the parking of commercial vehicles adjacent to residential districts. The noise complaints relate to refrigeration units on parked vehicles and trailers running during nighttime hours. The visibility obstructions created by commercial vehicles parking along City streets in close proximity to intersections. A review of the existing provisions of the City Municipal Code revealed that it did not contain provisions that would address these issues.

This Ordinance would repeal and replace Section 9.48.120 of existing Chapter 9.48 of the Tulare Municipal Code. The proposed ordinance contains language that would result in the following new restrictions:

- prohibits the idling of parked commercial vehicles for longer than five minutes. This is in keeping with the Best Available Control Measures previously adopted by City Council on November 5, 2002 through Resolution No. 02-4904 in response to the San Joaquin Valley Air Pollution Control District's PM-10 Plan,
- prohibits the parking of commercial vehicles within a residential district or on any public right-of-way for the purpose of transferring cargo from one vehicle to another,
- prohibits the operation of refrigeration units on commercial vehicles or trailers parked or left standing within 300 feet of any residence,
- prohibits the parking of commercial vehicles in such a manner that obstructs designated bike lanes or pedestrian paths,
- prohibits the parking of commercial vehicles in a manner that obstructs the view of an official traffic control device in such a manner that is determined to be a traffic safety hazard by the Police Chief or his or her designated representative.

Additionally, language regarding fines for violation of this chapter of the Municipal Code is removed from Chapter 9.48.120 through the proposed Ordinance. Instead, the provisions of Chapter 9.68, "Administrative Fines" would apply to violations of this section of the Municipal Code. The result is that the fine for first time violations would increase from $75 to $100. Second violations within a 12-month time period would increase from $150 to $200. Subsequent violations within 12 months' time of a prior violation would increase from $150 to $500.

All changes will be enacted should Council approve the proposed Ordinance and are shown in the red-line version attached to this staff report and incorporated here by reference. In this attachment, existing Municipal Code language is shown in strikethrough font and proposed language is shown in underlined, italicized text. **Staff recommends Council pass-to-print Ordinance 2020-06 to repeal and replace Section 9.48.120 of the Tulare Municipal Code pertaining to Commercial Vehicle Parking Restrictions, as presented.**

c. **Public Hearing to adopt Resolution 2020-35 confirming the report of the Tulare Downtown Association Board of Directors and to levy the annual Downtown Parking and Business Improvement District assessments for the 2020/21 fiscal year. [Submitted by: D. Thompson]** The City Code

requires a public hearing be held annually regarding the work program and proposed assessments to be levied for the Downtown Parking and Business Improvement District. By action of the Council, the TIP Board of Directors serves as the Advisory Board of the district and administers the program. The report gives an overview of the current fiscal year activities, as well as the program and assessments for the fiscal year beginning July 1, 2020.

On June 2, 2020 the City Council adopted resolution 2020-29 approving the intent to levy assessments and receiving the draft report of the Tulare Downtown Association Board of Directors. The public hearing is the final process in the approval process. A TDA Board Member, will review the report in detail during the public hearing. **Staff recommends Council adopt Resolution 2020-35 confirming the report of the Tulare Downtown Association Board of Directors and to levy the annual Downtown Parking and Business Improvement District assessments for the 2020/21 fiscal year, as presented.**

(2) Transit:

a. Approve a Joint Powers Agreement for the creation of a Tulare County Regional Transit Agency and authorize the Mayor to sign and execute same, subject to minor conforming changes as necessary. [Submitted by: J. McDonnell] Tulare County Association of Governments (TCAG) has worked with the County's transit agencies for many years in its capacity as a regional transportation planning organization to promote and support efficient and seamless public transit across Tulare County. In pursuit of this goal, TCAG created an ad hoc committee to review regional coordination amongst local agencies, which confirmed what previous studies and assessments have concluded: a regional transit agency is needed in Tulare County for the operation of public transit.

Attached is a draft Joint Powers Agreement for the creation of the Tulare County Regional Transit Agency (Transit Agency). TCAG requests that all cities and the County of Tulare review and approve the document. The newly created Transit Agency would replace the Transit functions of all jurisdictions that opt to join it. The Transit Agency would be provided the full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency would be a public agency separate and apart from the Member Agencies. All member agencies would share in the governance of the new Transit Agency, with each agency having one representative on the governing board.
As stated in previous staff reports, City staff continues to support the implementation of a JPA that will help mitigate the ever-increasing costs to the City to provide and maintain the current level of Transit service to the Tulare community. A JPA with uniformity in the operations for a seamless

County wide transit operation will very likely have a positive impact on ridership throughout the County and create efficiencies that will result in reduced shared operational costs. The cost savings in the implementation of the JPA can help to delay future cutbacks in service should ridership continue to decline.

Elizabeth Forte from TCAG will be available to discuss the study and answer any questions the Council will have regarding the Coordination Study. **Staff recommends Council approve a Joint Powers Agreement for the creation of a Tulare County Regional Transit Agency and authorize the Mayor to sign and execute same, subject to minor conforming changes as necessary, as presented.**

(3) Engineering:

a. Consider a request by Del Lago Place, LLC to grant a time extension for completion of public improvements for the Tesori subdivision, and if approved, authorize the City Manager to enter an amended subdivision improvement agreement reflecting said extension. [Submitted by: M. Miller] Tesori is a subdivision containing 45 residential lots, and is located between Bella Oaks and Ribolla Avenues west of Mooney Boulevard. The subdivider is Del Lago Place, LLC, a California Limited Liability Company. The existing final map and original subdivision agreement were approved by the Council on November 5, 2013.

On June 21, 2016, Council authorized an amended subdivision agreement extending the expiration date to June 21, 2017 to provide additional time to resolve the issues related to completion of the required improvements to Mooney Boulevard. On June 6, 2017, Council approved an additional 12-month extension resulting in a revised expiration date of June 6, 2018.

On June 5, 2018, Council authorized an additional twelve-month extension to the subdivision agreement resulting in a revised expiration date of June 5, 2019 to provide additional time for the City staff and the Developer to complete an oversize construction reimbursement agreement related addressing the required improvements to Mooney Boulevard. A draft reimbursement agreement was brought to City Council on August 21, 2018, at which time it was approved for execution subject only to minor, clarifying changes authorized by the City Manager and City Attorney. A final version of the reimbursement agreement was executed by the City and Developer on September 28, 2018.

On June 4, 2019, Council granted an additional 6-month time extension to the subdivision improvement agreement with a provision that a progress update be provided indicating positive movement towards completion of the required

Mooney Blvd. improvements before any additional extensions would be considered.

Prior to the expiration of the 6-month extension, the Developer successfully obtained State approval of their Mooney Blvd. improvement plans and was issued an encroachment permit by Caltrans to complete the work. Despite that progress, it was clear that the improvements could not be completed prior to the December 4, 2019 expiration date of Council's 6-month time extension. As such, the Developer requested another extension to the subdivision improvement agreement.

On December 3, 2019, Council granted an additional 3-month time extension to the subdivision improvement agreement with a provision that a progress update be provided indicating substantial completion of the remaining subdivision improvements, including those to Mooney Blvd., before any additional extensions would be considered.

On February 18, 2020, Council granted an additional time extension until June 30, 2020 with direction that City staff and representatives of the Developer meet to review the status of remaining uncompleted subdivision improvements, develop benchmarks for their completion, and return to present those benchmarks to Council at their March 17, 2020 meeting. On February 28, 2020, the City Manager, City Attorney, City Engineer and Public Works Inspector met on-site at the Tesori subdivision with Developer representative Rhett Bullock and Counsel for the Developer, Jeff Warren. The status of remaining uncompleted subdivision improvements was discussed, and clarifications were provided by City staff as to what was necessary to achieve completion status.

The Developer's representative has provided a status report regarding where they currently stand in the process of completing the improvements, to which staff has added responses. A copy is attached for Council's consideration. As indicated, some items have been satisfactorily completed by the Developer. Other items have shown some progress towards completion. Construction of the required Bella Oaks Avenue connection to Mooney Blvd. and frontage improvements to Mooney Blvd. have not yet commenced, with the Developer reporting that they continue to work with Southern California Edison on the utility relocation design along Mooney Blvd. **Staff recommends Council consider a request by Del Lago Place, LLC to grant a time extension for completion of public improvements for the Tesori subdivision, and if approved, authorize the City Manager to enter an amended subdivision improvement agreement reflecting said extension, as requested.**

(4) City Manager:

a. Update, discussion and receive direction, if necessary, regarding COVID-19, etc. [Submitted by: R. Hunt]

XV. COUNCIL/STAFF UPDATES, REPORTS OR ITEMS OF INTEREST – GC 54954.2(3)

XVI. ADJOURN REGULAR MEETING

ACTION MINUTES OF TULARE
CITY COUNCIL, CITY OF TULARE

May 28, 2020

A budget study session of the City Council, City of Tulare was held on Tuesday, May 28, 2020, at 10:00 a.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.

COUNCIL PRESENT: Jose Sigala, Dennis A. Mederos

COUNCIL PRESENT VIA ZOOM: Terry Sayre, Carlton Jones

COUNCIL ABSENT: Greg Nunley

STAFF PRESENT: Rob Hunt, Josh McDonnell, Wes Hensley, Luis Nevarez, Janice Avila, Michael Miller, Traci Myers, Craig Miller, Darlene Thompson, Trisha Whitfield, Brian Beck, Cameron Long, Jason Bowling, Jose Rivas, Roxanne Yoder

I. CALL TO ORDER BUDGET STUDY SESSION

Mayor Sigala called the budget study session to order at 10:03 a.m.

II. CITIZEN COMMENTS

Mayor Sigala requested those who wish to speak on matters on the agenda to do so at this time.

Donnette Silva-Carter addressed the council.

III. STUDY SESSION

(1) Presentation and Review of 2020/2021 Budget, General Discussion and Receive Direction on same and setting the public hearing to adopt for Tuesday, June 16, 2020. City Manager Rob Hunt provided a brief introduction. Finance Manager Darlene Thompson provided a PowerPoint presentation for the Council's review and consideration. City Manager Hunt further review short and long-term reduction options, the establishment of a budget taskforce and quarterly Council budget reviews.

Questions and comments posed by Council were addressed by staff.

Fire Division Chief Cameron Long and Police Chief Wes Hensley provided reports regarding staffing and overtime for the Council's review and consideration.

Following discussion, Council, by consensus, authorized the use of reserves for the 2019/2020 and 2020/2021 Fiscal Years and directed to staff as follows on the short-term reductions:

Maintain the little league and softball funding, combined $25,000;
Reduce travel and training budgets by 50 percent;
Do not fund the Catastrophic Fund for this year;
Do not fund the Social Services Fund; and,
Maintain the TCEDC funding.

Additionally, Council, by consensus, approved the formation of a Budget Task Force to meet monthly, to include the Mayor of the City Council and the Board President of the Board of Public Utilities. A quarterly review is to be presented to the Council at the October 20, 2020, City Council meeting.

The Council requested staff provided additional information regarding the possibility of a one day per month furlough and/or the delay of the two percent increase.

(2) Review and consider for approval Administrative Policy 13-02 revising the City of Tulare Budget Policies & Practices. [Submitted by: R. Hunt] City Manager Rob Hunt provided a report for the Council's review and consideration. Following discussion and suggested amendments it was moved by Vice Mayor Mederos, seconded by Mayor Sigala and carried 4 to 0 (Council Member Nunley absent) to approve Administrative Policy 13-03, as amended.

IV. GENERAL BUSINESS

(1) Public Hearing:

a. Public hearing to adopt Resolution 2020-27 approving the City's Program Year 2019-2020 Annual Action Plan Amendment III to include supplemental Community Development Block Grant funding (CDBG-CV) awarded to the City in the sum of $419,611 to be used to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic; approve recommended allocations of CDBG-CV funding to sub-recipients and proposed microenterprise business assistance program; and/or direct staff to re-allocate all or a portion of funding to eligible activities under U.S. Department of Housing and Urban Development (HUD) regulations. [Submitted by: T. Myers] Community & Economic Development Director Traci Myers provided a report for the Council's review and consideration. Mayor Sigala opened the public hearing at 12:46 p.m., Dave Clevenger of the Lighthouse Rescue Mission addressed the Council in support of their request for funding. With no further comments Mayor Sigala closed the public hearing at 12:48 p.m. The Council, by consensus, reviewed the allocations of funding as follows:

Microenterprise Business Assistance funding amount at $200,000;
Microenterprise business Assistance Administration funding amount at $40,000;
Food Distribution funding amount reduced to $50,000;
Altura Centers for Health funding amount increased to $50,000;

Homeless Assistance funding amount – Council by consensus requested staff to issue a Notice of Funding Availability (NOFA) for the remaining funds of $79,611 and solicit projects to assist in the prevention and response to COVID-19 within the homeless population. The Council continued this item to the June 2, 2020 meeting for further consideration.

V. COMMUNICATIONS

City Manager Rob Hunt updated the Council on the County's Attestation Variance accepted by the State.

VI. ADJOURN BUDGET STUDY SESSION

Mayor Sigala adjourned the special budget study session at 1:27 p.m.

_____
President of the Council and Ex-Officio
Mayor of the City of Tulare

ATTEST:

_____
Chief Deputy City Clerk and Clerk of the
Council of the City of Tulare

ACTION MINUTES OF TULARE
CITY COUNCIL, CITY OF TULARE

Jun 2, 2020

A closed session of the City Council, City of Tulare was held on Tuesday, June 2, 2020, at 6:00 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.

COUNCIL PRESENT: Jose Sigala, Dennis A. Mederos

COUNCIL PRESENT VIA ZOOM/TELECONFERENCE: Terry Sayre, Carlton Jones(Item c), Greg Nunley(Items a & b)

STAFF PRESENT: Rob Hunt, Mario Zamora(via teleconference), Megan Dodd, Mandy Jeffcoach(via teleconference), Janice Avila, Josh McDonnell, Wes Hensley, Darlene Thompson, Michael Miller, Nick Bartsch, Roxanne Yoder, Melissa Hermann

I. CALL TO ORDER CLOSED SESSION

Mayor Sigala called the closed session to order at 6:00 p.m.

II. CITIZEN COMMENTS -

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

There were no public comments.

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

Mayor Sigala adjourned to closed session for items as noted by Assistant City Attorney Megan Dodd at 6:03 p.m.

(a) 54956.9(d)(1) Conference with Legal Counsel – Existing Litigation (1) [Submitted by: M. Zamora]
Name of Case: City of Tulare and Tulare Police Officers Union (TPOU) Case No. SA-IM-194-M
[Council Member Jones absent]

(b) 54956.8b Conference with Real Property Negotiators
Property: property located along Aronian Street between Kern Avenue and Tulare Avenue (State Route 137). (APN#177-190-002), (APN#177-200-008), and (APN#177-200-009).
Under Negotiation: Purchase, price, and terms and conditions of the purchase
Negotiating parties: Rob Hunt, Josh McDonnell, Michael Miller, Nick Bartsch, Will Washburn, and Mario Zamora [Submitted by: N. Bartsch]
[Council Member Jones absent]

(c) 54956.9(d)(4) Conference with Legal Counsel – Anticipated Litigation One (1) items of anticipated litigation
[Council Member Nunley absent]

IV. RECONVENE CLOSED SESSION

Mayor Sigala reconvened from closed session at 7:03 p.m.

V. CLOSED SESSION REPORT (if any)

Assistant City Attorney Megan Dodd advised there was no reportable actions.

VI. ADJOURN CLOSED SESSION

Mayor Sigala adjourned closed session at 7:04 p.m.

A regular session of the City Council, City of Tulare was held on Tuesday, June 2, 2020, at 7:00 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.

COUNCIL PRESENT: Jose Sigala, Dennis A. Mederos

COUNCIL PRESENT VIA ZOOM: Terry Sayre, Carlton Jones(7:14 p.m.), Greg Nunley

STAFF PRESENT: Rob Hunt, Josh McDonnell, Megan Dodd, Wes Hensley, Luis Nevarez, Janice Avila, Michael Miller, Traci Myers, Craig Miller, Darlene Thompson, Trisha Whitfield, Nick Bartsch, Roxanne Yoder, Melissa Hermann

VII. CALL TO ORDER REGULAR SESSION

Mayor Sigala called the regular session to order at 7:04 p.m.

VIII. PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Sigala led the Pledge of Allegiance and held a moment of silence.

IX. CITIZEN COMMENTS

Mayor Sigala requested those who wish to speak on matters not on the agenda within the jurisdiction of the Council, or to address or request a matter be pulled from the consent calendar to do so at this time. He further stated comments related to general business matters would be heard at the time that matter is addressed on the agenda.

Bruce Creamer and Chase Landers addressed the Council.

X. COMMUNICATIONS

There were no items for this section of the agenda.

XI. CONSENT CALENDAR:

It was moved by Vice Mayor Mederos seconded by Council Member Sayre, and unanimously carried that the items on the Consent Calendar be approved 4 to 0 (Council Member Jones absent) as presented except for item 8.

(1) Authorization to read ordinances by title only.

(2) Approve minutes of May 19, 2020 special/regular meeting. [Submitted by: R. Yoder]

(3) Adopt Ordinance 2020-05 revising a portion of Section 1.64.040 of Chapter 1.64 of Title 1 of the City of Tulare Municipal Code removing the fees and service charges from the ordinance having been adopted by Resolution 2020-16 into a comprehensive master fee schedule.[Submitted by: M. Zamora]

(4) Adopt Resolution 2020-28 approving Amendment No. 5 to the Measure R Expenditure Plan. [Submitted by: M. Miller]

(5) Authorize the City Manager to sign a contract with Peters Engineering Group of Clovis, CA in an amount not to exceed $471,560 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0090, a street and utility improvement project in the Sequoia and Spruce Tracts; Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% ($47,156) of the contract award amount; and approve the updated project scope and budget. [Submitted by: N. Bartsch]

(6) Authorize the City Manager to sign a contract with 4 Creeks of Visalia, CA in an amount not to exceed $239,530 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0091, a street and utility improvement project in the Elliott Tract; Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% ($23,953) of the contract award amount; and approve the updated project scope and budget. [Submitted by: N. Bartsch]

(7) Authorize the City Manager to sign a contract with Provost & Pritchard Consulting Group of Visalia, CA in an amount not to exceed $350,000 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0092, a street and utility improvement project on Pratt Street and in the Mefford and Choice Tracts; Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% ($35,000) of the contract award amount; and approve the updated project scope and budget. [Submitted by: N. Bartsch]

(8) Adopt Resolution of Intent 2020-29 receiving the draft report of Tulare Downtown Association (TDA) Board of Directors, and setting June 16, 2020, as the public hearing date regarding annual downtown district assessments. [Submitted by: D. Thompson] Vice Mayor Mederos pulled the item for comments. John Harman provided an update to the Council. It was moved by Council Member Sayre, seconded by Vice Mayor Mederos, and carried 5 to 0 to adopt Resolution of Intent 2020-29 as presented.

(9) Accept the offer to purchase and "Purchase and Sale Agreement" on City property APN #176-400-010, the South East corner of K Street, and Kern Avenue, Tulare, (Concession Area) from Francisco Torres in the amount of $15,000. [Submitted by: S. Bonville]

XII. SCHEDULED CITIZEN OR GROUP PRESENTATIONS

There were no items for this section of the agenda.

XIII. MAYOR'S REPORT

There were no items for this section of the agenda.

XIV. 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 Council.

(1) Continued Public Hearing:

a. Public hearing to adopt Resolution 2020-27 approving the City's Program Year 2019-2020 Annual Action Plan Amendment III to include supplemental Community Development Block Grant funding (CDBG-CV) awarded to the City in the sum of $419,611 to be used to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic; approve recommended allocations of CDBG-CV funding to sub-recipients and proposed microenterprise business assistance program; and/or direct staff to re-allocate all or a portion of funding to eligible activities under U.S. Department of Housing and Urban Development (HUD) regulations. [Submitted by: T. Myers] Community & Economic Development Director Traci Myers provided a report for the Council's review and consideration. Mayor Sigala opened the public hearing at 7:26 p.m. Receiving no public comment, the public hearing was closed at 7:27 p.m. Questions posed by Council were responded to by staff. Following discussion, it was moved by Mayor Sigala, seconded by Council Member Jones, and unanimously carried to adopt Resolution 2020-27.

Council Member Nunley left sometime after this item.

(2) City Manager:

a. Update, discussion and receive direction, if necessary, regarding COVID-19, etc. [Submitted by: R. Hunt] City Manager Rob Hunt and Library Manager Heidi Clark provided an update to the Council.

Mayor Sigala requested the following measures: (1) require masks in public buildings; (2) reaffirm CDC guidelines; (3) recommend businesses follow 53-page document provided by Tulare County Health and Human Services Authority and to place the document on the City's website; and (4) require masks for all businesses in Tulare. John Harman, Chase Landers, and Jason bender addressed the Council in objection to these suggestions.

The request to direct City Manager to develop a policy requiring any member of the public who enters City Hall to wear a mask failed 2 to 2.

There was consensus to put up signage that highly recommends wearing masks.

There was consensus to continue to reaffirm CDC guidelines.

There was consensus that the City and Council support businesses that reopen and choose to require wearing masks by patrons (uphold position and encourage PD that owner's rights be maintained)

Council Member Jones left at approximately 8:23 p.m.

XV. COUNCIL/STAFF UPDATES, REPORTS OR ITEMS OF INTEREST – GC 54954.2(3)

Council Member Sayre requested review of the recent cannabis ordinance specific to CBD products, there was consensus of the Council to schedule for the July 21, 2020 meeting date.

Vice Mayor Mederos requested item on the June 16, 2020 meeting date to recognize City sanitation workers. By consensus Council directed staff accordingly.

XVI. ADJOURN REGULAR MEETING

Mayor Sigala adjourned the regular meeting at 8:41 p.m. in the memory of Heather Maciel.

_____
President of the Council and Ex-Officio
Mayor of the City of Tulare

ATTEST:

_____
Chief Deputy City Clerk and Clerk of the
Council of the City of Tulare

AGENDA ITEM: Consent 3

CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Engineering Services / Project Management

For Council Meeting of: June 16, 2020

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

AGENDA ITEM:
Authorize the City Manager to complete and execute the documents necessary to declare as public right-of-way a portion of the 'J' Street at Cartmill Avenue well site (Well 4-5: Project WT0038 – North 'J' Street Well Project), subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

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

BACKGROUND/EXPLANATION:
Capital Improvement Project (CIP) WT0038 will design and construct a new well and appurtenances on the east side of 'J' Street south of and adjacent to the Cartmill Avenue overcrossing. The general area of the well site was identified in a Technical Memorandum (Report) prepared by Carollo in 2012. After receiving positive results from a test well, the City purchased the well site in September 2019.

At the City Council meeting on March 3, 2020, Council accepted a small piece of property identified in the well site purchase as right-of-way for 'J' Street. The Board of Public Utilities approved the same at their meeting on February 20, 2020. Subsequently, the well site project was reviewed by the City's Site Plan Review Committee. At that time, it was determined that an additional 2-feet would be required across the well site frontage to meet the ultimate right-of-way requirements for 'J' Street. The additional dedication will not adversely impact the design of the well site.

It is requested that Council authorize the City Manager to complete and execute the documents necessary to declare as public right-of-way that portion of the property purchased for the 'J' Street at Cartmill Avenue well site needed to for the ultimate right-of-way width of 'J' Street. There are no costs associated with this action.

STAFF RECOMMENDATION:
Authorize the City Manager to complete and execute the documents necessary to declare as public right-of-way a portion of the 'J' Street at Cartmill Avenue well site (Well 4-5: Project WT0038 – North 'J' Street Well Project), subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

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

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: James L. Funk **Title: Project Manager**

Date: June 8, 2020 **City Manager Approval:_____**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF TULARE – ENGINEERING
411 EAST KERN AVE
TULARE CA 93274

MAIL TAX STATEMENTS TO PARTY LISTED ABOVE

EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

APN: Not Yet Assigned - See Deed 2019-0050067 ADDRESS:

GRANT DEED

The undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX IS $ **NONE**; CITY TRANSFER TAX $ **NONE**
☒ Computed on consideration or full value of property coveyed, OR
☐ Computed on consideration or full value less value of liens or encumbrances remaining at time of sale,
☒ Exempt from transfer tax; Reason: BENEFIT OF CITY OF TULARE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

the CHARTER CITY OF TULARE, a California municipal corporation of the State of California

hereby GRANTS to

the CHARTER CITY OF TULARE

the following described property in the City of Tulare, County of Tulare, State of California:

See Exhibit "A" attached hereto and made a part hereof for Right-Of-Way purposes

GRANTOR
The Charter City of Tulare,
A California municipal corporation of the State of California

Dated:_____ _____
Rob A. Hunt, City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Place Notary Seal Above

EXHIBIT 'A'

Lane Engineers, Inc. Job No. 19213
May 13, 2020

Right of Way Dedication

That portion of Parcel 2 per Deed recorded as Document No. 2019-0050067, O.R.T.C.R. lying within a portion of Lot 1 of Zumwalt's Colony, recorded in Volume 3 of Maps, at Page 6, Tulare County Records situated in the NE1/4 of Section 34, Township 19 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Tulare, County of Tulare, State of California, more particularly described as follows:

The west 2.00 feet of said Parcel 2 as depicted on that Record of Survey recorded in Book 35 of License Surveys at Page 37, T.C.R.

CONTAINING 200 square feet, more or less.

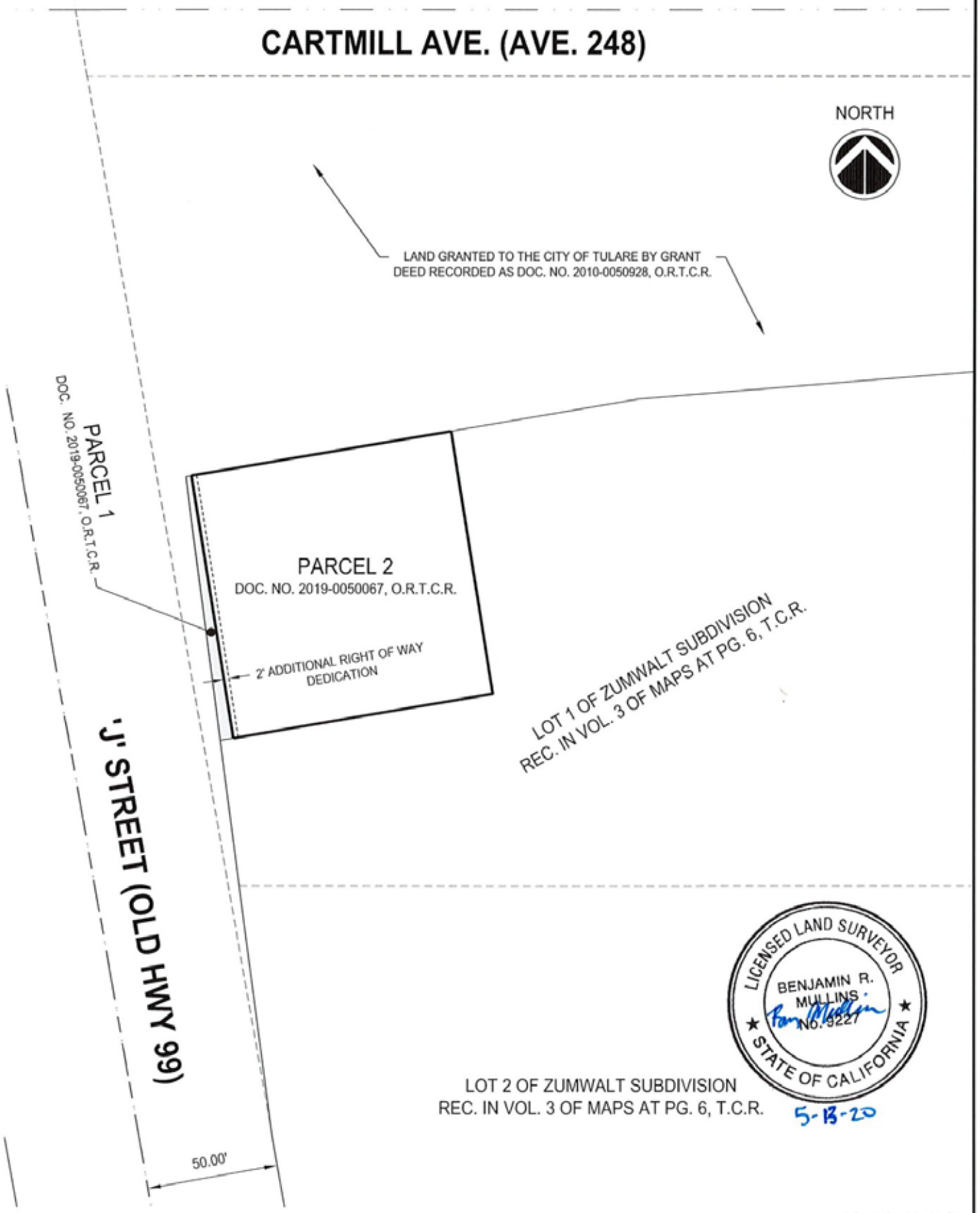
SEE EXHIBIT 'B' ATTACHED HERETO.

LICENSED LAND SURVEYOR
BENJAMIN R. MULLINS
No. 9227
STATE OF CALIFORNIA

5-13-20

EXHIBIT B

SCALE: 1" = 50'



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JOB NO. 19213

2 OF 2

Office of the City Clerk

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the interest in real property conveyed by the **Grant Deed** dated **_____,** from **the City of Tulare, a Charter City** to the City of Tulare, a Municipal Corporation of the State of California, was duly accepted by the City Council of the City of Tulare on **June 16, 2020,** and by the same order of the City Council of the City of Tulare, the City Manager was authorized to execute this certificate of acceptance to be recorded with the **Grant of Deed**.

CITY OF TULARE

By: _____
Rob A. Hunt, City Manager

ATTEST:

_____
Chief Deputy City Clerk

AGENDA ITEM:

CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Engineering / Project Management

For Council Meeting of: June 16, 2020

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

AGENDA ITEM:
Authorize the City Manager to complete and execute the documents necessary to declare as public right-of-way a portion of the 'J' Street at Cartmill Avenue well site – Well 4-5: Project WT0038 – North 'J' Street Well Project, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

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

BACKGROUND/EXPLANATION:
Capital Improvement Project (CIP) WT0038 will design and construct a new well and appurtenances on 'J' Street south of and adjacent to the Cartmill Avenue overcrossing. The general area of the well site is identified in a Technical Memorandum (Report) prepared by Carollo in 2012. After receiving positive test well results the City purchased the well site in September 2019.

At the Council's March 3, 2020 meeting the City Council accepted a small piece of property identified in the well site purchase process as additional 'J' Street right of way. The Board of Public Utilities approved the same at their February 20, 2020 Board meeting. Since the time of the City Council's acceptance the well site was processed through the City's Site Plan Review committee where an additional 2-foot of property was identified as being needed for the 'J' Street ultimate right of way.

Therefore, this request is to clarify that an additional 2-foot portion of the land the City purchased for the well site is designated for 'J' Street right-of-way. The additional right of way will provide the City with the ultimate right of way identified for this portion of 'J' Street. There are no costs associated with this action.

STAFF RECOMMENDATION:
Authorize the City Manager to complete and execute the documents necessary to declare as public right-of-way a portion of the 'J' Street at Cartmill Avenue well site – Well 4-5: Project WT0038 – North 'J' Street Well Project, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

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

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: James L. Funk **Title: Project Manager**

Date: May 27, 2020 **City Manager Approval:_____**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF TULARE – ENGINEERING
411 EAST KERN AVE
TULARE CA 93274

MAIL TAX STATEMENTS TO PARTY LISTED ABOVE

EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

APN: Not Yet Assigned - See Deed 2019-0050067 ADDRESS:

GRANT DEED

The undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX IS $ **NONE**; CITY TRANSFER TAX $ **NONE**
☒ Computed on consideration or full value of property conveyed, OR
☐ Computed on consideration or full value less value of liens or encumbrances remaining at time of sale,
☒ Exempt from transfer tax; Reason: BENEFIT OF CITY OF TULARE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

the CHARTER CITY OF TULARE, a California municipal corporation of the State of California

hereby GRANTS to

the CHARTER CITY OF TULARE

the following described property in the City of Tulare, County of Tulare, State of California:

See Exhibit "A" attached hereto and made a part hereof for Right-Of-Way purposes

GRANTOR
The Charter City of Tulare,
A California municipal corporation of the State of California

Dated:_____ _____
Rob A. Hunt, City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Place Notary Seal Above

EXHIBIT 'A'

Lane Engineers, Inc. Job No. 19213
May 13, 2020

Right of Way Dedication

That portion of Parcel 2 per Deed recorded as Document No. 2019-0050067, O.R.T.C.R. lying within a portion of Lot 1 of Zumwalt's Colony, recorded in Volume 3 of Maps, at Page 6, Tulare County Records situated in the NE1/4 of Section 34, Township 19 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Tulare, County of Tulare, State of California, more particularly described as follows:

The west 2.00 feet of said Parcel 2 as depicted on that Record of Survey recorded in Book 35 of License Surveys at Page 37, T.C.R.

CONTAINING 200 square feet, more or less.

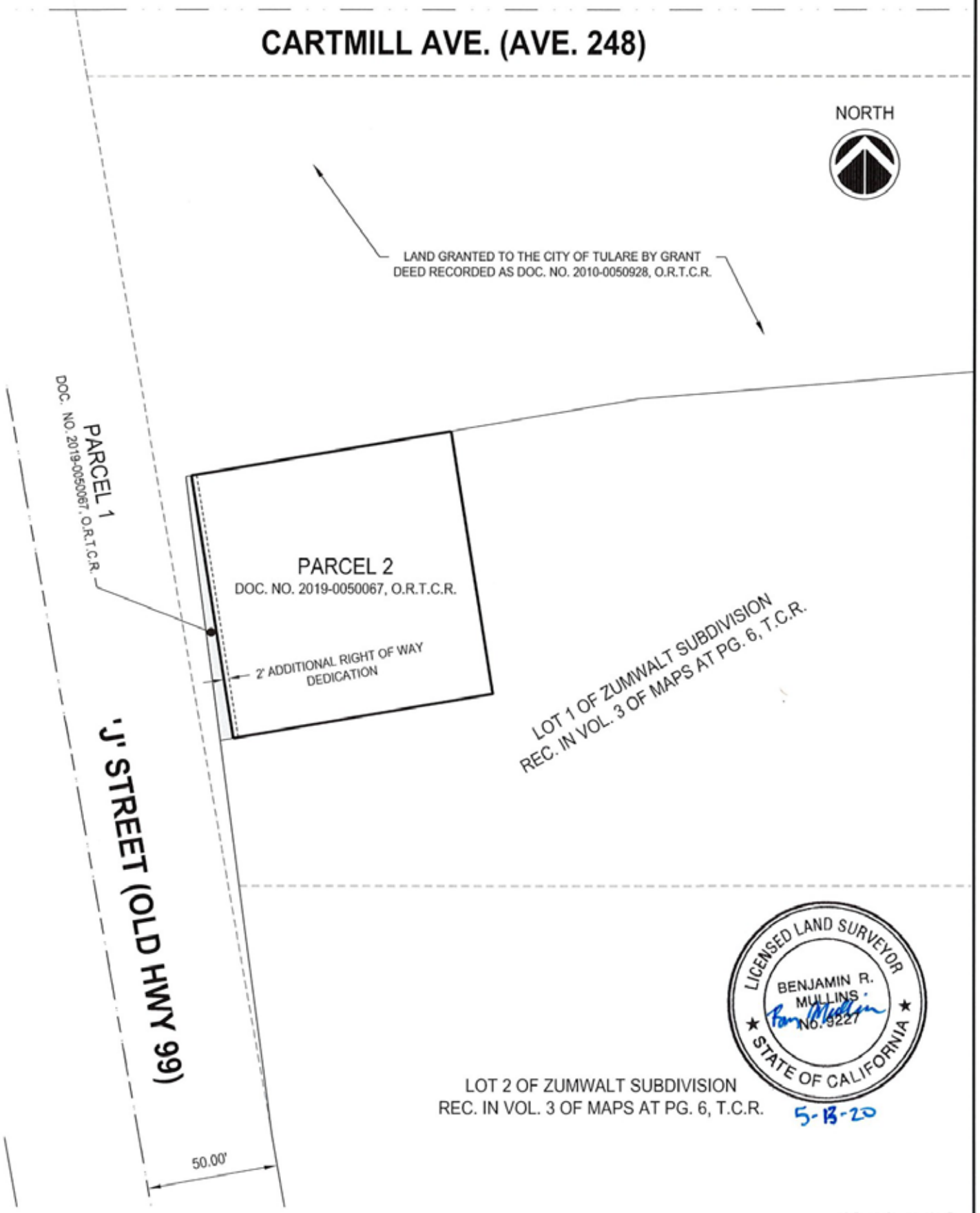
SEE EXHIBIT 'B' ATTACHED HERETO.

LICENSED LAND SURVEYOR
BENJAMIN R. MULLINS
No. 9227
STATE OF CALIFORNIA

5-13-20

EXHIBIT B

SCALE: 1" = 50'



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JOB NO. 19213

2 OF 2

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the interest in real property conveyed by the **Grant Deed** dated **_____,** from **the City of Tulare, a Charter City** to the City of Tulare, a Municipal Corporation of the State of California, was duly accepted by the City Council of the City of Tulare on **June 16, 2020,** and by the same order of the City Council of the City of Tulare, the City Manager was authorized to execute this certificate of acceptance to be recorded with the **Grant of Deed**.

CITY OF TULARE

By: _____
Rob A. Hunt, City Manager

ATTEST:

_____
Chief Deputy City Clerk

AGENDA ITEM: Consent 4

CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Engineering Services / Engineering

For Council Meeting of: June 16, 2020

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

AGENDA ITEM:
Authorize the Mayor to execute an oversized construction reimbursement agreement, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Merced JJR KCOK, LLC for oversize improvements constructed with phase 2 of the KCOK Ranch Subdivision.

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

BACKGROUND/EXPLANATION:
As part of development of phase 2 of the KCOK Ranch Subdivision located at the northeast corner of Mooney Boulevard (State Route 63) and Seminole Avenue, Merced JJR KCOK, LLC was required to install oversized sewer and storm drainage improvements. The attached oversized construction reimbursement agreement identifies the work performed that is reimbursable under the City's oversize reimbursement procedures, and specifies that the City will reimburse the developer for their expenditures plus accrued interest as funding becomes available through the City's development impact fee program.

STAFF RECOMMENDATION:
Authorize the Mayor to execute an oversized construction reimbursement agreement, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Merced JJR KCOK, LLC for oversize improvements constructed with phase 2 of the KCOK Ranch Subdivision.

CITY ATTORNEY REVIEW/COMMENTS: ■ ***Yes*** ☐ ***N/A***
The oversized reimbursement agreement has been reviewed and approved as to form by the City Attorney.

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

FUNDING SOURCE/ACCOUNT NUMBER:
DIF Sewer – Principal / 015-4652-8206
DIF Sewer – Interest / 015-4652-8306
DIF Storm Drain – Principal / 001-4751-8206
DIF Storm Drain – Interest / 001-4751-8306

Submitted by: Michael Miller **Title: City Engineer**

Date: June 4, 2020 **City Manager Approval: _____**

AGENDA ITEM: Consent 5

CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Engineering Services / Engineering

For Council Meeting of: June 16, 2020

Documents Attached: ☐ Ordinance ☐ Resolution ☐ Staff Report ■ Other ☐ None

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AGENDA ITEM:
Authorize the City Manager to execute a benefit district refunding agreement, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Merced JJR KCOK, LLC for water, sanitary sewer, storm drain and street improvements constructed with phase 2 of the KCOK Ranch subdivision.

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

BACKGROUND/EXPLANATION:
As part of the development of phase 2 of the KCOK Ranch subdivision located on the north-east corner of Seminole Avenue and Mooney Boulevard, the Developer was required to install certain water, sanitary sewer, storm drainage and street improvements that benefit adjacent properties, and would also be required for the development of those properties. The Developer has requested to enter into a benefit district refunding agreement in accordance with Municipal Code Chapter 8.60: Benefit Districts, whereby the City will collect reimbursements from benefitting properties as they develop and pass them along to the Developer. The Agreement has an initial 10-year term that may be renewed in 10-year increments upon Developer's request and payment of a Benefit District Creation/Renewal fee.

STAFF RECOMMENDATION:
Authorize the City Manager to execute a benefit district refunding agreement, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Merced JJR KCOK, LLC for water, sanitary sewer, storm drain and street improvements constructed with phase 2 of the KCOK Ranch subdivision.

CITY ATTORNEY REVIEW/COMMENTS: ■ ***Yes*** ☐ ***N/A***
The oversized reimbursement agreement has been reviewed and approved as to form by the City Attorney.

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

Submitted by: Michael Miller **Title: City Engineer**

Date: June 8, 2020 **City Manager Approval: _____**

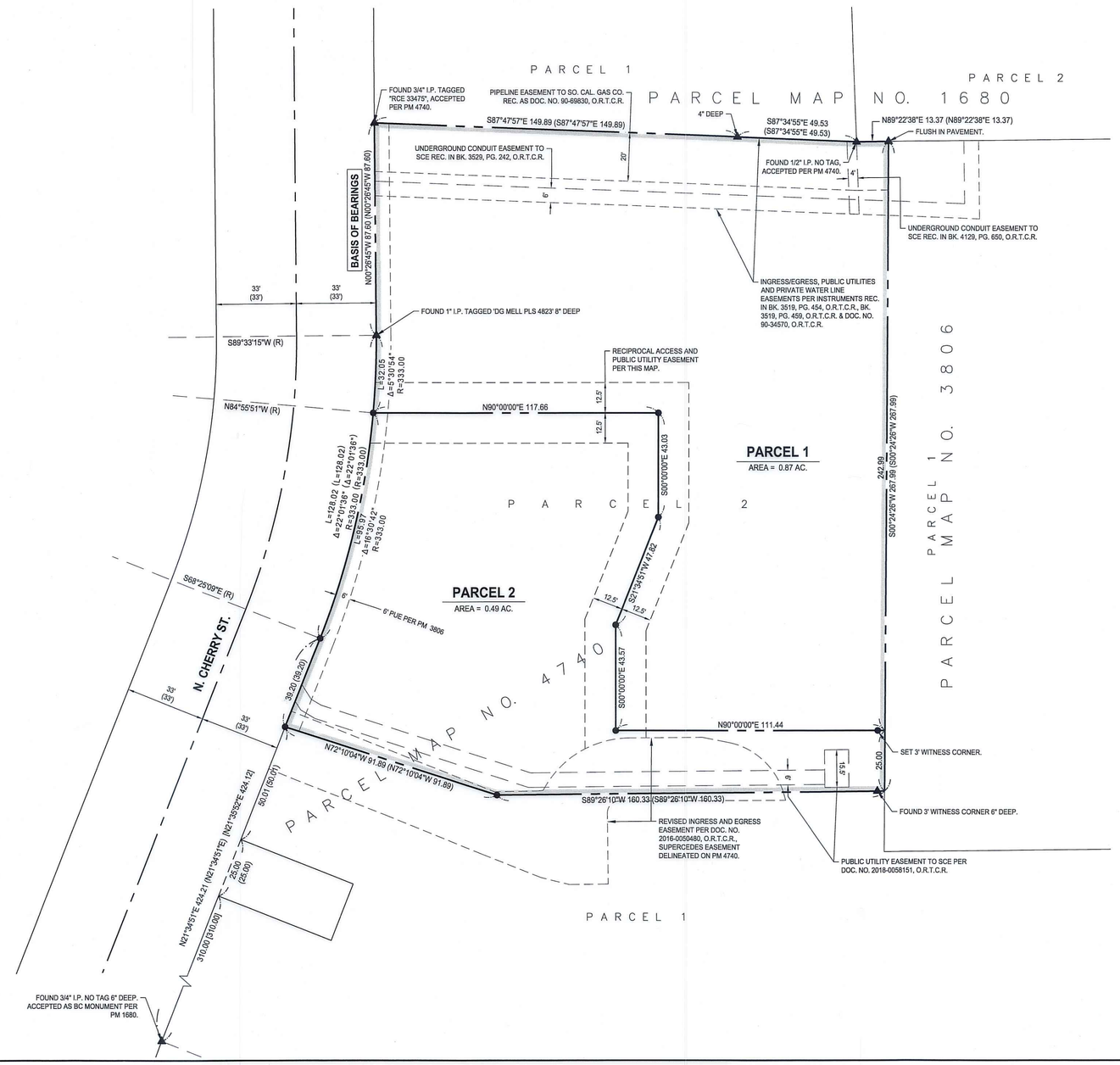
PARCEL MAP NO.

BEING A DIVISION OF PARCEL 2 OF PARCEL MAP NO. 4740 AS PER MAP RECORDED IN BOOK 48 OF PARCEL MAPS AT PAGE 45, T.C.R. SITUATED IN A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, M.D.B & M. IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA.

N

30 15 0 30

SCALE: 1" = 30'



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF CHERRY ST. PER PARCEL MAP NO. 4740, TAKEN AS N00°26'45"W.

LEGEND

- FOUND 3/4" I.P. TAGGED "DG MELL PLS 4823", ACCEPTED PER PARCEL MAP NO. 4740 (UNLESS NOTED OTHERWISE).
- SET 1/2" REBAR TAGGED LS 9227, 6" DEEP (UNLESS NOTED OTHERWISE).
- ( ) RECORD DATA PER PM 4740 REC. IN BK. 48 OF PARCEL MAPS AT PG. 45, T.C.R., OR CALCULATED THEREFROM.
- [ ] RECORD DATA PER PM 1680 REC. IN BK. 17 OF PARCEL MAPS AT PG. 81, T.C.R., OR CALCULATED THEREFROM.
- P.U.E. PUBLIC UTILITIES EASEMENT.
- (R) RADIAL BEARING.
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- BOLD LINE INDICATES SUBDIVISION LIMITS.

J:\Jobs\20191\19232\Dwg\PPMAP.dwg 4/28/2020 8:53 AM

SHEET 2 OF 2

JOB NO. 19232

AGENDA ITEM: Consent 6

CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Engineering

For Council Meeting of: June 16, 2020

Documents Attached: £ Ordinance £ Resolution £ Staff Report ¢ Other £ None

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AGENDA ITEM:
Approve the Parcel Map 2020-02 filed by Pepsu, Inc. for the division of land located on the east side of Cherry Street between Prosperity and Merritt Avenues and accept the 25' wide public utility easement as shown hereon, conveyed to the City of Tulare as an easement.

IS PUBLIC HEARING REQUIRED: ¨ Yes ¢ No

BACKGROUND/EXPLANATION:
Tentative Parcel Map No. 2020-02 filed by Pepsu, Inc. for the division of land located on the east side of Cherry Street between Prosperity and Merritt Avenues was approved by the Parcel Map Committee on February 24, 2020. This parcel map is to create 2 parcels of record from one existing parcel (APN 170-102-040) which is currently zoned C-3 (retail and commercial). This parcel map comprises approximately 1.36 acres, which is to be subdivided into 2 parcels. Parcel 1 will be 0.87 acres, Parcel 2 will be 0.49 acres. The parcel map provides for 25' public utility easement between Parcel 1&2.

The Engineering Division has examined the parcel map and determined that it is in compliance with the approved tentative parcel map.

A copy of the Parcel Map and Parcel Map Committee Resolution No. 814 is attached.

STAFF RECOMMENDATION:
Approve the Parcel Map filed by Pepsu, Inc for the division of land located on the east side of Cherry Street between Prosperity and Merritt Avenues and accept the 25' wide public utility easement as shown hereon, conveyed to the City of Tulare as an easement.

CITY ATTORNEY REVIEW/COMMENTS: ¨ Yes ¢ N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ¨ Yes ¨ No ¢ N/A
(If yes, please submit required budget appropriation request)

FUNDING SOURCE/ACCOUNT NUMBER: N/A

Submitted by: Michael Miller **Title: City Engineer**

Date: June 8, 2020 **City Manager Approval: _____**

FILE COPY

RESOLUTION NO. 814

A RESOLUTION OF THE CITY OF TULARE PARCEL MAP COMMITTEE FOR TENTATIVE PARCEL MAP APPLICATION NO. 2020-02

WHEREAS, the Parcel Map Committee of the City of Tulare duly convened at a regular meeting on February 24, 2020 and approved the request by Pepsu, Inc. to create 2 parcels of record from one existing parcel (APN 170-102-040) on property located on the east side of Cherry Street between Prosperity and Merritt Avenues, which is currently zoned C-3 (Retail Commercial); and,

WHEREAS, the Parcel Map Committee determined that the proposed parcel map is in accordance with the objectives of the Zoning Title and the purposes of the District in which the site is located; and,

WHEREAS, the Parcel Map Committee determined that the proposed parcel map will not be detrimental to the public health, safety, welfare or be materially injurious to properties or improvements in the vicinity; and,

WHEREAS, the Parcel Map Committee determined that the proposed parcel map provides required dedications and easements to be recorded by final parcel map; and,

WHEREAS, the Parcel Map Committee determined that the proposed parcel map is in conformance with the goals and objectives of the General Plan; and,

WHEREAS, the Parcel Map Committee determined that the proposed parcel map will not have significant effect on surrounding properties and improvements in the vicinity of the project site; and,

WHEREAS, the Parcel Map Committee determined that the proposed project is exempt pursuant to Section 15315 of the California Environmental Quality Act of 1970, as amended; and,

WHEREAS, the Parcel Map Committee determined that the proposed parcel map is consistent with the Tulare Municipal Code,

NOW, THEREFORE, BE IT RESOLVED by the Parcel Map Committee that the project is exempt pursuant to Section 15315 of the California Environmental Quality Act of 1970, as amended.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Parcel Map Committee that Tentative Parcel Map 2020-02 is hereby approved and subject to the following conditions:

1) All requirements of Title 10 shall be met.

Per Section 8.24.450 (A) ((d) of the City of Tulare Municipal de Part-width streets shall contain a minimum of two 12-foot-wide travel lanes, an 8-foot-wide parking lane and a 4-foot paved shoulder.

The structural section of all streets shall be not less than the minimum requirements of the City of Tulare Design Guidelines and Public Improvement Standards. A greater thickness may be required by soils test results and engineered structural section calculations. The design of the pavement structural section for streets shall be asphalt concrete over aggregate base materials.

R-Value tests shall be taken for the design of all pavement areas to be constructed by this project. The spacing of said R-Value tests shall not be more than 400 feet apart, per linear foot of paving.

All streets shall have the City standard cross section with curb, gutter and sidewalk.

All utility services shall be placed in the streets prior to paving.

Compaction tests are required on all street subgrades. All soil testing shall be performed at the sole cost of the Subdivider.

Knuckles and transition curves to knuckles shall have a minimum 50-foot radii.

The centerlines of all streets shall be the continuations of the centerlines of existing streets, or shall be offset at least two hundred (200) feet per Section 8.24.450 (A) (2) (b) of the City of Tulare Municipal Code.

The centerline curve radius for roadway design shall be based on the posted speed limit and have a minimum of 250 feet for local streets, 600 feet for collector streets, and 1,200 feet for arterial streets. Provision for a smaller radius shall be subject to the approval of the City Engineer.

Street monuments shall be installed at locations as required by the City Engineer.

Driveway widths and spacing shall conform to requirements of City Code and the City of Tulare Design Guidelines and Public Improvement Standards.

Side lines of all lots wherever practicable shall be at right angles or radials to the centerline of the street.

Property line chamfers or radii are required at all street intersections per the requirements of the City of Tulare Design Guidelines and Public Improvement Standards.

The maximum slope adjacent to the back of any public sidewalk shall not exceed 5:1 for the first 5 feet. For Landscape and Lighting Act District parcels, the maximum slope between the back of the sidewalk and the wall or fence shall not exceed 10:1.

Turnarounds are required at all dead end streets, unless deemed not necessary by the Fire Department, Solid Waste Department, and the Engineering Department.

installation. Within 90 days following the notice of completion of the project, the Subdivider shall file with the City Engineer a financial statement, in the form specified by the City Engineer, stating and supporting the cost of constructing the oversize improvements. If the financial statement is not filed within this time period, the Subdivider shall not be eligible for any reimbursements. Oversize payments will be made in accordance with a separate oversize reimbursement agreement to be executed after completion of all subdivision improvements. Payment will be subject to the availability of funds.

STORM DRAINAGE:

The storm drain system shall be designed and constructed in accordance with the City of Tulare Design Guidelines and Public Improvement Standards.

All pipe sizes where necessary shall be adjusted to carry the design flow at the final design slope.

All gutter runs shall be limited to 1000 feet by installing pipe and storm water inlets.

The minimum and maximum fall around curb returns shall be 0.3 foot 0.64% and 1.5% respectively.

All storm drain lines shall be subject to video inspection by the City.

The City shall reimburse the Subdivider for oversize costs for any facilities designated "masterplan facilities" by the City Engineer, subject to review and approval of costs prior to installation. Within 90 days following the notice of completion of the project, the Subdivider shall file with the City Engineer a financial statement, in the form specified by the City Engineer, stating and supporting the cost of constructing the oversize improvements. If the financial statement is not filed within this time period, the Subdivider shall not be eligible for any reimbursements. Oversize payments will be made in accordance with a separate oversize reimbursement agreement to be executed after completion of all subdivision improvements. Payment will be subject to the availability of funds.

FIRE HYDRANTS:

Fire hydrants are to be located as required by the Fire Chief and City Engineer.

EASEMENTS:

Easements will be required for all utilities outside of dedicated rights-of-way. Six-foot Public Utility Easements will be required along all street frontages unless specified otherwise by the City Engineer.

The Subdivider shall submit to the City of Tulare a title report for areas outside of the parcel to be developed where easements are to be dedicated for City utilities.

WATER SUPPLY:

The Subdivider must make provisions for the underground installation of electrical services and street lighting. Pole type shall be marbelite. Fixture type shall be LED unless otherwise approved by City Engineer. Design of the street lighting system shall comply with the City of Tulare Design Guidelines and Public Improvement Standards, and shall be subject to the approval of the City Engineer. Subdivider shall provide the City Engineer with an AutoCAD drawing file used as the basis of street light layout. The cost of the systems shall be included in the subdivision bonds.

GAS SERVICE:

The Subdivider must make provisions for the installation of a gas distribution system in all streets and at the sizes determined by the Southern California Gas Company.

PRIVATE IRRIGATION PIPELINES:

Existing private irrigation pipelines will need to be removed within street right of ways.

IRRIGATION CANALS:

Per Section 8.24.500 (H) (1) of the City of Tulare Municipal Code, if any portion (other than TID's Main Canal) of an existing irrigation canal (including ditch banks and maintenance access roads) falls within the development or within City right-of-way affected by the project, said ditch shall be piped, relocated, or abandoned and shall be so designated on the plan drawings. The proposed method of piping shall be shown on one of the master plans, if full piping does not occur within the first phase.

TELEPHONE/CABLE:

The Subdivider must make provisions for the installation of underground telephone and cable service.

EXISTING STRUCTURES:

Any existing structures within the subdivision boundary shall be removed.

WELLS:

Any existing wells on the site shall be abandoned and sealed in accordance with City standards.

ELEVATIONS:

Any elevations shall be based on the official City of Tulare datum.

GENERAL CONDITIONS:

All design and construction shall be in accordance with all applicable City Standards, Specifications, Ordinances, and Standard Operating Procedures, unless specifically modified elsewhere in these conditions. These engineering considerations are intended

activity, the preparation of a storm water pollution prevention plan, and monitoring program.

ATTACHMENT "A"

The engineering considerations checked below shall be made a condition of approval of the subject subdivision.

■ 1) A master plan for street layout for the entire development shall be submitted for approval prior to approval of any portion thereof.

■ 2) Existing curb and gutter, driveway approaches, sidewalk and ramped curb returns shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, cracked or raised concrete, and lack of truncated dome panels.

■ 3) Roadway design criteria shall be as indicated below. Structural section design shall be based upon the indicated traffic index, but shall not be less than the minimum requirements of the City of Tulare Design Guidelines and Public Improvement Standards:

	Roadway	Classification	Traffic Index	Sidewalk Width	Sidewalk Configuration
a)	Cherry Street	Collector Street	6.5	10 feet	Full-width with tree wells

☐ The Subdivider shall be responsible for the following minimum Arterial improvements:

- ☐ Full paveout from lip of gutter to the existing edge of pavement
- ☐ Reconstruction of the following portions of existing pavement:
- ☐ Install medians (curbing only) within the following frontages:
- ☐ Provide at least feet of paving on the opposite side of the median
- ☐ Provide stabilized shoulders on the opposite side of the street in accordance with the City of Tulare's adopted PM-10 control guidelines
- ☐ Provide a pavement transition from the existing roadway cross-section to the new roadway cross-section, of a width and length as approved by the City Traffic Engineer
- ☐ Other:

☐ 11) A master plan for sanitary sewer for the entire development shall be submitted for approval prior to approval of any portion of the system.

☐ 12) The sanitary sewer alignments shall be 6 feet north and/or east of street centerline, unless other alignments are approved by the City Engineer, or as follows: _____.

■ 13) A master plan for storm drainage for the entire development shall be submitted for approval prior to approval of any portion of the system. Deferred until time of future building permit.

■ 14) A grading/drainage plan prepared by a Registered Civil Engineer or Licensed Architect and subject to approval by the City Engineer shall be submitted. The plan shall include existing and proposed contours, and detail the means of collection and disposal of storm water runoff from the site and adjacent road frontages in such a manner that runoff is not diverted to adjacent property. On-site retention of storm water runoff is ☐ required ■ not required. Deferred until time of future building permit. Storm drain line to be extended from the south on Cherry Street as needed to serve the development.

A letter verifying that lot grading was completed in accordance with the approved grading/ drainage plan shall be prepared by a Registered Civil Engineer or Licensed Architect and submitted to the City Engineer prior to the issuance of a notice of completion. The Engineer or Architect shall affix their stamp and seal to the letter.

■ 15) The storm drain alignments shall be 11 feet south and/or west of centerline unless other alignments
are approved by the City Engineer, or as follows:

☐ 16) A master plan for water for the entire development shall be submitted for approval prior to approval of any portion of the system.

☐ 17) The water main alignments shall be 6 feet south and/or west of street centerline, unless other
alignments are approved by the City Engineer, or as follows: _____.

■ 18) Individual water services (2" minimum) with meter boxes for commercial development.

☐ 19) A water sampling station shall be installed as follows: _____.

☐ 20) The current emergency drought condition in the City and the entire State, as well as reduced production of certain wells in the City's system due to contamination, along with significant rise in water service demand on the City's system, has created a need for ensuring that future connections to the system do not adversely affect the City's ability to deliver safe water supply to all of its customers. A full analysis of project impacts to the City's overall water system shall be completed at Developer's expense. The analysis shall be based upon the City's official hydraulic model of the system, and shall be performed by the City's selected consultant. The scope and final determination of the analysis shall be subject to the approval of the Public Works Director, whose decision can be appealed to the Board of Public Utilities. Should the hydraulic model show that connection of the project shall have adverse impacts on the City overall water system, the Developer shall be required to mitigate the adverse

PASSED, APPROVED AND ADOPTED this **twenty-fourth** day of **February, 2020** by the following recorded vote:

AYES: Myers, Miller, Chairman Miller

NOES: 0

ABSENT: 0

ABSTAIN: 0

SANDI MILLER, CHAIRMAN
City of Tulare Parcel Map Committee

ATTEST:

TRACI MYERS, VICE-CHAIRMAN
City of Tulare Parcel Map Committee

AGENDA ITEM: Consent 7

CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Engineering Services / Project Management

For Council Meeting of: June 16, 2020

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

AGENDA ITEM:
Adopt Resolution 2020-31 authorizing the City of Tulare to apply for a Federal Railroad Administration's 2020 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program grant for proposed improvements to the at-grade crossing of Prosperity Avenue and the UPRR tracks and intersection of Prosperity Avenue and "J" Street, and designate the City Manager or his/her designee as the individual authorized to execute all grant documents on behalf of the City.

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

BACKGROUND/EXPLANATION:
The Department of Transportation (DOT), Federal Railroad Administration (FRA) has put forth a Notice of Funding Opportunity (NOFO) for grant funding under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program. This program provides funding for safety enhancements and general infrastructure improvements to passenger and freight railroads for grade crossing enhancements, rail line relocations and improvements, and deployment of railroad safety technology. The maximum Federal share of the total costs of the project, including preliminary engineering, final design, and construction, would be 80%. The remainder of the funding may come from public or private sector funds. Eligible applicants include states, other cities, rail carriers, such as Amtrak, railroads, university researchers, and non-profit labor organizations representing rail carriers and rail contractors. The total available funding is $311,772,500, with no minimum or maximum award amount.

City staff is proposing to submit an application for pedestrian and vehicle safety enhancements to the intersection of Prosperity Avenue and "J" Street. This intersection has experienced 60 reported collisions over the past 5 years, with 18 injuries and 1 fatality. The short distance on Prosperity Avenue between the intersection and the Union Pacific railroad tracks, combined with a permissive left-turn traffic movement for east-west traffic that forces drivers to yield to oncoming traffic and pedestrians, makes the current intersection configuration susceptible to a higher rate of collisions. Furthermore, the railroad crossing does not currently provide for ADA compliant pedestrian travel across the railroad tracks. The project proposes to install a pre-signal on Prosperity Avenue west of the railroad tracks, and to upgrade the intersection traffic signal to provide a protected left-turn movement for the east-west traffic on Prosperity Avenue. Upgrades to the rail crossing infrastructure and traffic signal infrastructure are required, as well as new pedestrian facilities such as: asphalt concrete walkways, extensions of the concrete panels for both sets of railroad tracks, and ADA upgrades to existing pedestrian ramps. New striping and minor pavement improvements will also be proposed.

The project is estimated to cost approximately $1,384,595, with a proposed grant contribution of 80%. This funding scenario would require the City to provide a minimum 20% matching contribution.

STAFF RECOMMENDATION:
Adopt Resolution 2020-31 authorizing the City of Tulare to apply for a Federal Railroad Administration's 2020 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program grant for proposed improvements to the at-grade crossing of Prosperity Avenue and the UPRR tracks and intersection of Prosperity Avenue and "J" Street, and designate the City Manager or his/her designee as the individual authorized to execute all grant documents on behalf of the City.

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

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ☐ ***Yes*** ■ ***No*** ☐ ***N/A***
Matching funds are proposed to come from currently programmed transportation fund balance.

FUNDING SOURCE/ACCOUNT NUMBER:
EN0062-220-0006

Submitted by: Nick Bartsch **Title: Sr. Project Manager**

Date: June 8, 2020 **City Manager Approval:_____**

RESOLUTION 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE AUTHORIZING SUBMITTAL OF A CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS (CRISI) PROGRAM GRANT APPLICATION TO THE FEDERAL RAILROAD ADMINISTRATION, AND NAMING THE CITY MANAGER OR HIS/HER DESIGNEE AS THE INDIVIDUAL AUTHORIZED TO EXECUTE ALL GRANT DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, The Fixing America's Surface Transportation (FAST) Act Section 11301 authorized the U.S. Department of Transportation's Federal Railroad Administration (FRA) to make grants available in furtherance of improving passenger and freight rail transportation systems in terms of safety, efficiency, or reliability; and,

WHEREAS, Funding under this Act was made available by the Further Consolidated Appropriations Act, 2020 to administer the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program; and,

WHEREAS, in furtherance of this authority, the FRA is required to establish procedures governing the application, awarding, and management of the grants; and,

WHEREAS, the City of Tulare desires to obtain grant funding through the CRISI Program to design and construct improvements to the existing at-grade crossing of the Union Pacific Railroad tracks at Prosperity Avenue, in conjunction with improvements to the adjacent signalized intersection of Prosperity Avenue and "J" Street, to address pedestrian and vehicular traffic safety concerns; and,

WHEREAS, if awarded, the City of Tulare will enter into a Grant Agreement with the FRA for implementation of said Grant(s).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tulare authorizes the submittal of application(s) to the FRA for all grants for which the City of Tulare is eligible**.**

BE IT FURTHER RESOLVED that this authorization is effective from June 16, 2020 through June 16, 2021;

BE IT FURTHER RESOLVED that the City Manager, or his/her designee is hereby authorized and empowered to execute in the name of the City of Tulare all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

Passed, approved, and adopted this 16th day of June, 2020.

_____
President of the Council and Ex-Officio
Mayor of the City of Tulare

ATTEST:

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

I, Rob Hunt, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 20-____ passed and adopted by the Council of the City of Tulare at a regular meeting held on June 16, 2020, by the following vote:

Aye(s) _____

Noe(s) _____ Absent _____

Dated: ROB HUNT, CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

City of Tulare
County Island Improvements
ENGINEER'S ESTIMATE

Bid Schedule "A" - General Conditions

No.	Item Description	Quantity	Unit	Unit Cost	Cost
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	$60,000	$60,000
2	Traffic Control System	1	LS	$35,000	$35,000
3	Dust Control	1	LS	$12,500	$12,500
4	Clearing and Grubbing	1	LS	$15,000	$15,000
5	Storm Water Pollution Prevention Plan	1	LS	$5,000	$5,000
6	Unknown Utility Conflict	1	LS	$25,000	$25,000
				Construction Subtotal Cost =	**$152,500**
				10% Contingency	$15,250
				Total Bid Schedule A Cost	**$167,750**

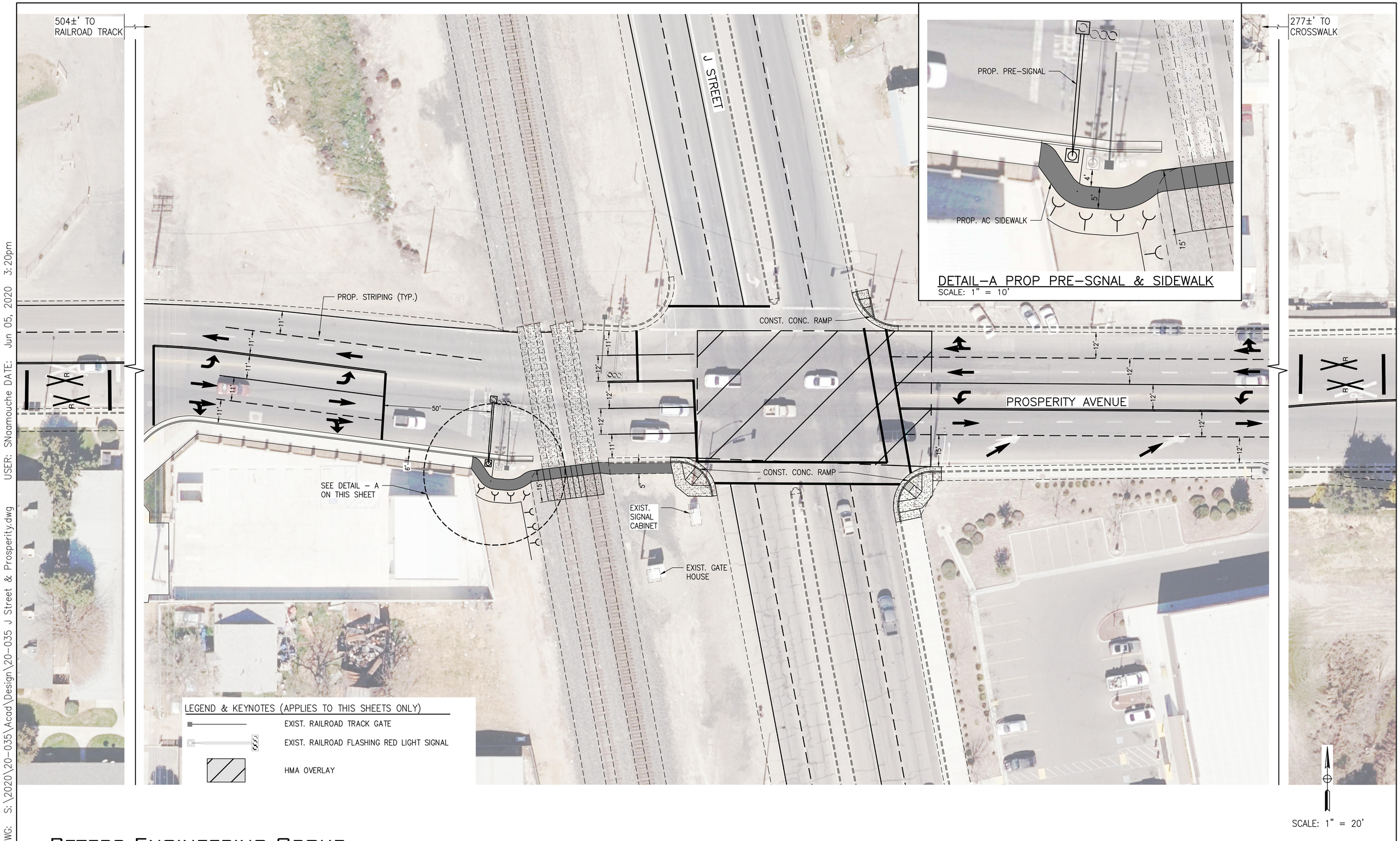
Bid Schedule "B" - City Improvements

No.	Item Description	Quantity	Unit	Unit Cost	Cost
7	Roadway Excavation (F)	500	CY	$10	$5,000
8	Concrete Removal (Curb Ramp)	3	EA	$1,000	$3,000
9	Concrete Curb Ramp	3	EA	$5,000	$15,000
10	Concrete Sidewalk (4-Inch)	250	SF	$10	$2,500
11	Hot Mix Asphalt Walkway	250	SF	$10	$2,500
12	Pre-Signal	1	LS	$150,000	$150,000
13	Traffic Signal Modification	1	LS	$250,000	$250,000
14	Wrought Iron Fence	65	LF	$15	$975
15	2" Grind and Overlay of intersection	1	LS	$50,000	$50,000
16	HMA Pavement Improvements around tracks	6,000	SF	$5	$30,000
17	Signage, Pavement Striping, Markers and Markings	1	LS	$40,000	$40,000
				Construction Subtotal Cost =	**$548,975**
				10% Contingency	$54,898
				Total Bid Schedule B Cost	**$603,873**

City of Tulare
County Island Improvements
ENGINEER'S ESTIMATE

Bid Schedule "C" - Railroad Improvements

No.	Item Description	Quantity	Unit	Unit Cost	Cost
18	Extension of Concrete Panel Surfacing (2 tracks @ 15' each)	170	LF	$2,000	$340,000
19	Upgrades to existing Rail signal equipment	1	LS	$300,000	$300,000
20	Signal House and Pre-emption work	1	LS	$750,000	$750,000
21	Engineering and Design Fee for RR work (18% of Construction Costs)	1	LF	$250,000	$250,000
				Construction Subtotal Cost =	**$1,640,000**
				10% Contingency	$164,000
				Total Bid Schedule C Cost	**$1,804,000**
				Construction Cost	**$2,341,475**
				10% Contingency	$234,148
				Total Construction Total:	**$2,575,623**
				Design (12%)	**$84,178**
				Construction Mangement	**$140,295**
				Total Project:	**$2,800,095**



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PETERS ENGINEERING GROUP

AGENDA ITEM: Consent 9

CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Human Resources

For Council Meeting of: June 16, 2020

Documents Attached: £ Ordinance £ Resolution ■ Staff Report ■ Other £ None

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AGENDA ITEM:
Adopt the Four-Year Memorandum of Understanding (July 1, 2018 through June 30, 2022) by and between the City of Tulare and the Tulare Police Officers Union (TPOU); Grant an additional half of percent (.50%) to Police Sergeants, Police Lieutenants, and Police Captains effective the first full pay period of July 2020 and approve changes to the payment of Long-Term Disability premiums for currently enrolled employees; and grant one (1) personal leave day.

IS PUBLIC HEARING REQUIRED: ¨ Yes ¢ No

BACKGROUND/EXPLANATION:

Police Officers and Police Corporals
The City has reached an agreement with the Tulare Police Officer's Union (TPOU). Staff is presenting the Four-Year Memorandum of Understanding (MOU) for the period of July 1, 2018 through June 30, 2022 for Council approval. This MOU outlines agreed upon changes to salary and benefits. Following is a summary of the main points of the salary and benefits changes as authorized by Council and accepted by the TPOU.

Salary:
- Two percent (2%) increase retroactive to the 1st full pay period of July 2018 (paid with the June 19, 2020 paycheck)
- Two percent (2%) increase retroactive to the 1st full pay period of July 2019 (paid with the July 3, 2020 paycheck)
- Two and one-half percent (2.50%) increase effective with the first pay period in July of 2020 (beginning with the July 31, 2020 paycheck).
- Three and one-half percent (3.50%) increase effective with the first full pay period in July of 2021.

Additional benefit changes effective with fiscal year 2020-21, beginning on July 4, 2020:

Personal Leave Days:
TPOU members will be afforded two (2) personal days (each day equaling eight (8) hours or twelve (12) hours depending on the employee's shift assignment at time granted). These two (2) personal leave days will be granted beginning with the first full pay period of each fiscal

year thereafter. These personal leave days will be placed in a separate leave bank and must be used in its entirely prior to the last full pay period of each fiscal year. If the leave hours earned remain in this bank at that time, additional hours granted in the first full pay period of the new fiscal year will only accumulate to a maximum equivalent of two (2) days. This personal leave bank has no cash value.

Long Term Disability
For employees in the Tulare Police Officer's Union, the City shall contribute $24.50 per month to a long term disability plan. This is an increase from the $17.13 afforded in their last MOU.

Compensatory Time Buy-Back
Employees in the Tulare Police Officer's Union may buy back up to forty (40) hours of unused accrued compensatory time per fiscal year.

Police Sergeants, Police Lieutenants, Police Captains:
Salary
In July of 2019, the City entered into an agreement with the Police Management Group that includes a two percent (2%) salary increase effective with the first full pay period in July 2020. That agreement also included a parity agreement which states: Should the Tulare Police Officer's Union negotiate more favorable contractual terms in salary and/or benefits, these would also be extended to the employees in the classifications represented by the Police Management Group.

TPOU members are receiving a two and one-half percent (2.5%) increase effective with the first full pay period in July which is one half of percent (.50) more than the Police Management Group has been afforded. Based on the parity agreement, staff is recommending a two and one-half percent (2.5%) increase for Police Management members effective with the first full pay period in July 2020.

Long Term Disability
For Police Management Group members currently enrolled in the Police Association Long Term Disability Plan, the City shall contribute $24.50 per month. This is an increase from the $17.13 currently being paid. This change is effective with the first full pay period in July of 2020.

Personal Leave Days:
Police Management members will receive one (1) personal leave day (equaling eight (8) hours or twelve (12) hours depending on the employee's shift assignment at time granted). This one (1) personal leave day will be granted beginning with the first full pay period of each fiscal year thereafter. This personal leave day will be placed in a separate leave bank and must be used in its entirely prior to the last full pay period of each fiscal year. If the leave hours earned remain in this bank at that time, additional hours granted in the first full pay period of the new fiscal year will only accumulate to a maximum equivalent of one (1) days. This personal leave bank has no cash value.

Compensatory Time Buy-Back

The Police Management Group have voluntarily agreed to forgo the compensatory time buy back as afforded to the TPOU. Police Sergeants earn compensatory time or pay for overtime work as they are designated as non-exempt. Police Captains and Police Lieutenants are designated Exempt and do not receive overtime pay. All ranks in the police management have the benefit of buying back unused vacation time as afforded to all City mid-managers, per City policy.

STAFF RECOMMENDATION:

Adopt the Four-Year Memorandum of Understanding (July 1, 2018 through June 30, 2022) by and between the City of Tulare and the Tulare Police Officers Union (TPOU); Grant an additional half of percent (.50%) to Police Sergeants, Police Lieutenants, and Police Captains effective the first full pay period of July 2020 and approve changes to the payment of Long-Term Disability premiums for currently enrolled employees; and grant one (1) personal leave day.

CITY ATTORNEY REVIEW/COMMENTS: ¨ Yes ■ N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Janice Avila **Title:** Human Resources Director

Date: June 16, 2020 **City Manager Approval:**_____

MEMORANDUM OF UNDERSTANDING

By and Between the City of Tulare and the Police Officers Union

July 1, 2018 through June 30, 2022

MEMORANDUM OF UNDERSTANDING

July 1, 2018 through June 30, 2022
A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF TULARE AND
THE TULARE POLICE OFFICERS UNION

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MEMORANDUM OF UNDERSTANDING

July 1, 2018 through June 30, 2022
A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF TULARE AND
THE TULARE POLICE OFFICERS UNION

I. RECOGNITION

The City acknowledges the Tulare Police Officers Union as the recognized employee organization representing the sworn non-management employees in the Tulare Police Department (Police Officer and Police Corporal Classifications.)

II. PURPOSE

It is the purpose of this Memorandum of Understanding, entered into pursuant to the Meyers-Milias-Brown Act of the California Government Code, Sections 3500 Through 3510, to promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered herein, to provide for an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum and to set forth the understandings of the parties reached as a result of good faith bargaining. The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the City of Tulare and the Tulare Police Officers Union, upon ratification of the Tulare City Council

III. NON-DISCRIMINATION

The City agrees to act pursuant to section 3502 of the Government Code relative to employee rights to representation. No employee shall be intimidated, coerced, restrained or unlawfully discriminated against because of the exercise of these rights. The provisions of the Memorandum shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, national origin, religion, sex, disability, age, citizenship status, genetic information, marital status, sexual orientation and identity, medical condition, political affiliation, or, military or veteran status.

IV. MAINTENANCE OF BENEFITS

The City and the Tulare Police Officers Union agree to meet and confer on any proposed changes to Title I, Chapter 14, Sections 1-13 of the City Code of Tulare, California and Resolution No 2537, Rules and Regulations for the Administration of the City of Tulare Merit Personnel System which may have a direct impact on employees represented by the Police Officers Union within thirty (30) days upon written request of either party throughout the term of this Memorandum of Understanding.

V. CITY AUTHORITY

The City shall retain all legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include, among others: The exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the

efficiency of governmental operations; determine the methods, means and personnel of which governmental; operations are to be concluded; take all necessary actions to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work. The Union and its members, officers and representatives agree that they will not cause or condone any strike, slow down, or sick out during the term of this Agreement.

VI. EMPLOYEE RIGHT TO REPRESENTATION

Any regular employee has the right to representation by a person of his/her choice at a proposed disciplinary proceeding and at meetings that may have a negative impact on the employee's employment relationship with the City of Tulare. If such a meeting is set, the employee shall be notified of same and of their rights under this section.

VII. AVAILABILITY OF RULES AND REGULATIONS

It shall continue to be the policy of the City to provide at least one current copy of Resolution No. 2537 (Rules and Regulations for the Administration of the City of Tulare Merit Personnel System) at each departmental or divisional office. A copy of said document shall be available and may be loaned to any employee who so requests. In addition, this document is available on the City's Intranet and Internet. At these same locations, the City shall post information regarding job openings.

VIII. WORK ACCESS AND EMPLOYEE INFORMATION

The Union may have access to work locations for the posting of employee information, investigation of employee grievances, for representation of employees at grievance and disciplinary hearings and during non-work times for discussions with employees of issues and events when approved by the Human Resources Director. A reasonable number of locations for posting employee information shall be made available by the City. Copies of materials to be posted shall be sent to the Human Resources Director.

IX. NOTICE OF CHANGE OF WORK RULES

Except in cases of emergency when the City determines that is must act immediately, the City shall give the Union reasonable notice of any ordinance, rule, resolution or regulation affecting the Union or represented employees and directly relating to matters within the scope of representation proposed to be adopted by the City Council.

X. SALARY

Police Officers assigned traffic duties in the Traffic Division shall receive a five (5%) per cent salary differential. Said salary differential shall commence upon assignment and shall terminate when the individual is no longer assigned traffic duties in the Traffic Division.

The parties agree to use the cities of Hanford, Porterville, Visalia, Tracy, Madera, Manteca, Turlock, and Merced for total compensation comparisons. It is further agreed to use the same categories which were surveyed in the 1995 compensation study.

XI. SEVERABILITY

If any provision of this agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Memorandum or the application of such provision to persons or circumstances other than those as to which is held invalid shall not be affected thereby and both parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

XII. RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations.

XIII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

Because the American with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City of Tulare to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Tulare Police Officers Union recognizes that the City of Tulare has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Tulare Police Officers Union will be notified of these proposed accommodations prior to implementation by the City of Tulare.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

XIV. TERM

The provisions of the Memorandum of Understanding shall continue through and include June 30, 2022. The parties agree to reopen the meet and confer process for further discussion on or after March 1, 2022.

XV. COMPENSATION AND HOURS

A. APPLICATION OF SALARY RANGES AND RATES

PROMOTION

Any employee receiving a promotion shall start at the first step of the salary range of the class to which he/she is promoted and be eligible for merit increases as elsewhere provided, unless his/her present salary is equal to or exceeds the first step of the class to which he/she is promoted. In that event, the employee shall be assigned to the step in the salary range to which he/she is promoted that is the equivalent of approximately a five percent (5%) and not to be less than four percent (4%) increase in salary for sworn police officers.

II. STANDARD WORK PERIODS

The standard work period for sworn police officers shall be as follows:

The standard work schedule for sworn Police Officers and Police Corporals in patrol (excluding traffic) shall be a 4/12-3/12, comprised of four (4) twelve hour shifts on consecutive days in one work week, and three (3) twelve (12) hour shifts on consecutive days in the next work week. Police Officers and Police Corporals in five (5) day, eight (8) hour per day shift schedules shall continue to work eighty-six (86) hours within a consecutive fourteen (14) day period.

III. EXCEPTIONS TO STANDARD WORK PERIODS

The City Manager is hereby authorized to designate other work periods to other employees when, in his opinion, the best interests of the city may be served by such adjustment of standard work periods and hours. The procedure for making adjustments in the standard work period in hours shall be consistent with provisions of Section 3504.5 of the Government Code.

IV. COMPUTATION OF SALARY

Salaries for all authorized city positions are set forth in the City Compensation Plan. Conversion of monthly salaries to hourly rates shall be determined by dividing the monthly salary by 173.33 for non-shift employees and 186.33 for twelve (12) hour shift employees.

V. OVERTIME POLICY: DEFINITION

It is the policy of the City of Tulare that overtime work be kept to the minimum consistent with the protection of life, property and the efficient operation of the departments and activities of the city, and that overtime work be compensated with time off where practical. Overtime work shall be authorized only with the prior authorization of the department head, manager or supervisor. Overtime work for all eligible employees, except where otherwise provided in Article XV. F shall be defined as any time worked beyond forty (40) hours in a standard work week. The use of vacation, compensatory time, and holidays shall be included in the definition of time worked. In addition, sick leave for the use of bereavement time will count towards the overtime calculation. Those employees being ordered in for mandatory overtime to include having to be at or on standby for court, Swat team activities, and other events as directed by the Police Chief or his/her designee will be eligible to count sick leave towards time worked for those events.

VI. OVERTIME COMPENSATION: POLICE OFFICERS AND POLICE CORPORALS

1. General Provisions

Police Officers shall be paid overtime or receive compensatory time off for all time worked beyond eighty-six (86) hours within a fourteen (14) day duty period on a time and one-half basis.

a. There shall be granted a minimum of two (2) hours overtime for employees called back to work after having been released.

b. Court "stand-by" compensation shall be compensated at the rate of time and one-half for two (2) hours in the morning and two (2) hours in the afternoon. Court call-back compensation shall remain at two (2) hours at time and one-half whenever called.

c. An Officer shall not be compensated for court stand-by and court call-back for the same morning or afternoon block of time.

d. Off duty Police Officers required to attend monthly firearms qualifying sessions shall be granted one (1) hour overtime per month in lieu of any travel time and expenses related to these qualifying sessions as long as the firearms range is not in the Tulare area. Overtime shall be granted for sworn Police Officers required to be instructors of in-service training courses. One (1) hour of overtime shall be granted when a work shift is affected by the time change from daylight savings time to standard time. Payment for a full work shift shall be granted when time changes from standard time to daylight savings time.

2. Compensation for Position of Acting Sergeant or Lieutenant

When Police Officers/Corporals are required to serve in an acting position of Police Sergeant or Police Lieutenant for fourteen (14) consecutive days, the employee shall be compensated at an additional seven and one-half percent (7 ½%) pay or at the appropriate compensation for the position being filled, whichever is less, for the entire period worked.

3. Stand-by Compensation for Investigations

Officers assigned to the Investigations Division who are required to be on stand-by shall be compensated at the rate of two dollars and fifty cents ($2.50) per hour above their normal hourly rate of compensation exclusive of any other provisions of the City of Tulare Personnel Rules and Regulations. Stand-by compensation for said officers shall not exceed one hundred twenty-six and three quarters (126.75) hours in any seven (7) day period. If an employee on stand-by is called back to work, only those hours for which the officer was on stand-by will be compensated at the stand-by rate. No more than one officer can be on stand-by at any given time.

4. Compensation Time Buy-Back

Employees may buy back up to forty (40) hours of unused accrued compensatory time per fiscal year beginning with the 2021-22 fiscal year.

VII. OVERTIME CONDITIONS: LOCAL PERIL OR DISASTER

In case of disaster, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect and compensation procedures will be determined at that time for such conditions.

VIII. DEDUCTIONS

Deductions from employees pay shall be made in accordance with prevailing laws, contracts and administrative rules and procedures established by the City Manager.

IX. PAID HOLIDAYS

1. Regular Holidays for Pay Purposes: Holidays for all officers and employees of the public offices of the City of Tulare shall be as follows:

   - January 1 (New Year's Day)
   - The third Monday in January (Martin Luther King, Jr. Birthday)
   - The third Monday in February (President's Day)
   - The last Monday in May (Memorial Day)
   - July 4 (Independence Day)
   - The first Monday in September (Labor Day)
   - November 11 (Veterans Day)
   - The fourth Thursday in November (Thanksgiving Day)
   - The day after Thanksgiving Day
   - December 25 (Christmas Day)
   - The employee's date of birth
   - Two days in lieu of September 9 (Admission Day) and the second Monday in October (Columbus Day), subject to the same rules and regulations as annual vacation leave and shall be credited to the employee as of July 1 for the current calendar year. Any new or reappointed employee whose appointment begins after July 1 of any year shall not be credited for the two in-lieu holidays until the following July 1. Any regular employee who is on a non-pay status July 1 shall be credited with the two in-lieu holidays immediately upon returning to a pay status.
   - Every day appointed by the President of the United States or the Governor of California for public fast, thanksgiving, mourning or holidays as determined by the City Manager.

2. If any of the foregoing holidays fall on Saturday, the preceding Friday shall be observed as a holiday. If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as a holiday. If any of the foregoing holidays fall on an employee's normal day off, except Saturday or Sunday, they shall be credited to vacation.

X. REGULAR HOLIDAYS FOR PAY PURPOSES

1. Sworn Police Shift Personnel

   Sworn Police shift personnel shall receive twelve (12) days, (equaling ninety-six (96) hours) of annual vacation in lieu of holidays. In lieu of taking off six (6) of the twelve (12) days granted in lieu of holidays, each sworn Police shift personnel shall be paid for the six (6) days on the first paycheck in December.

2. Paid Days in Lieu of Holidays at Termination

   Regular Sworn employees of the Police Department~~s~~ leaving municipal service with accrued pay days in lieu of holidays who give at least two weeks of notice of their intention to terminate shall be paid the amount of accrued days in lieu of holidays to the day of termination. Payment for accrued days in lieu of holidays shall be at the employee's current rate of pay.

XI. COMPENSATION DURING ATTENDANCE OF A TRAINING COURSE DURING VACATION, HOLIDAYS, DAY OFF

City employees should feel free to attend training courses that are available during their vacation, holidays or days off if they so desire, however, compensation for attendance at training courses held during days off, weekends, vacations or holidays will be authorized only where employees have been directed by the department head to attend such on the following basis:

1. Holidays

   Employees directed to attend training courses will be compensated as provided in Article XV J. above

2. Vacations

   Employees directed to attend training course held during their vacation days will be allowed to reschedule their vacation days.

3. Days Off or Off Duty Shifts

   Employees directed to attend training course on their days off or off duty shifts will be compensated as provided in Article XV F. Whenever an employee is out of the city for a number of days on a training course, such as one week seminars, etc., the regular working schedule has no relationship to working hours while in school or in seminars and no special compensation other than regular pay and attendance expenses will be authorized. Under unusual circumstances, deviation from the foregoing procedure may be warranted by department heads, however, only after receiving approval from the City Manager.

L. EDUCATION INCENTIVE: SWORN POLICE PERSONNEL

Upon ratification, (effective the next immediate pay period) all regular (non-probationary) employees shall be entitled to receive education/certificate pay in the amount set forth below. The maximum amount of education incentive pay that any employee shall be eligible is five percent (5%).

1. A payment of one and one-half percent (1.5%) of the Police Officer's monthly salary per month shall be granted with the completion of thirty (30) units of acceptable college credit (twenty (20) units in Police Science) and two (2) years of police service or an Intermediate POST Certificate.

2. A payment of two and one-half percent (2.5%) of the Police Officer's monthly salary per month shall be granted with the completion of sixty (60) units of acceptable college credit (twenty (20) units in Police Science) and three (3) years of police service or an Advance POST Certificate.

3. A payment of five percent (5.0%) of the Police Officer's monthly salary per month shall be granted for a Bachelor’s Degree in Public Administration, Criminal Justice Administration,

Business Management or related field with twenty (20) units in Police Science and four (4) years of police service.

The employee must provide validated evidence of education completed to the Human Resources Director prior to the granting of respective education incentive payments.

M. TUITION REIMBURSEMENT

Regular city employees are eligible to receive tuition reimbursement for educational purposes which tend to improve their ability to accomplish their city jobs, such reimbursement shall be subject to administrative rules and procedures established by the Personnel Department. A maximum of two thousand five hundred dollars ($2,500) per fiscal year per employee shall be reimbursed for tuition reimbursement.

N. BRIEFING TIME

1. Police employees required to attend pre-shift briefing sessions shall be compensated for that time at the employee's current rate of pay for a maximum of fifteen (15) minutes per shift, in accordance with Article XV. E, F, G.

2. Police employees on "light duty" status resulting from an injury sustained while on duty shall be compensated for pre-shift briefing sessions and will be compensated for that time at the employee's current rate of pay for a maximum of fifteen (15) minutes per shift.

3. Employees on "light duty" status resulting from an off-duty injury shall not be compensated for pre-shift briefing, unless warranted due to operational necessity and prior approval of the employee's supervisor. Operational necessity will be determined by, and at the discretion of, the Chief of Police or his/her designee.

O. SICK LEAVE COMPENSATION

1. Upon Retirement

   An employee having a minimum of ten (10) years of regular service with the City of Tulare shall be allowed the option of cashing out up to thirty (30) days and then placing all other time into an “account” with the City of Tulare. Funds in the account shall be used to pay retiree health insurance premiums with the City of Tulare. Upon retirement the city shall enter into an agreement with the said retiree showing the balance in the account. While there is money remaining in the account the city shall send a statement to the retiree each July showing the account balance and interest earned on the account. Interest shall be calculated based on the average twelve (12) months (July through June) with the Local Agency Investment Fund (LAIF). Sick leave shall be converted from time into a monetary amount at the retiree’s last hourly rate of pay. Any funds not used in the account due to the retiree deciding to not stay on city health insurance shall cancel out and have no cash value.

2. Employee’s choosing not to elect city retiree health insurance can cash out up to sixty (60) days. Any balance not cashed out under either option shall be reported to PERS in equivalent days toward service credit.

P. COMPENSATION FOR FRACTIONS OF HOURS WORKED

Fractions of hours worked shall be compensated as follows:

- 0 - 7.5 minutes no payment
- 7.5 - 22.5 minutes .25 hour
- 22.5 - 37.5 minutes .50 hour
- 37.5 - 52.5 minutes .75 hour
- 52.5 - 60.0 minutes 1.00 hour

Q. INVESTIGATION ASSIGNMENT

Police Officers assigned investigative duties in the Investigations Division shall receive a five percent (5.0%) salary differential. Said salary differential shall commence upon assignment and shall terminate when the individual is no longer assigned investigative duties in the Investigations Division.

R. RETIREMENT COMPENSATION

1. All regular and regular part time employees are members of the Public Employees Retirement System. The employees and the city shall be subject to changes in the exact contributions and benefits, as determined by the system. The actual terms of retirement benefits for miscellaneous members and local safety members shall be determined by retirement system contracts.

2. Non-Management Sworn Police Personnel:
   Classic members of the Union pay nine percent (9%) of the employee's contribution to the Public Employee's Retirement System (CalPERS). PEPRA members of the Union shall pay fifty percent (50%) of the normal cost as determined by CalPERS for the 2.7% at 57 plan. Effective with first pay period in January 2018 (beginning on January 6, 2018) employees in the Union will begin picking up three percent (3%) of the City's share of CalPERS, for Classic and PEPRA members.

3. The city of Tulare has contracted with PERS for optional benefits. The coverage key reflects the following changes:

	Optional Benefit	**Police**
8.1	1 year final comp	12-14-1991
8.3	Sick leave credit	12-14-1991
8.4	1959 Survivor	03-21-1975
8.5	Military Sr Credit 76	01-01-2002
8.21	2% @55 Ret formula	12-08-1984
8.22	Inc 59 Survivor	07-03-1980
8.40	2.5% @55 Ret formula	12-14-1991

8.48	4th lvl 1959 surv benefit	07-01-2005
	3% @55 Ret formula	01-01-2002
	3% @50 Ret formula	01-01-2007
	3%@55 Ret formula (new employees hired on or after effective date) 3 year average compensation – on new hires	02-11-2012

S. BILINGUAL PAY

Sworn public safety personnel, in the Police Department shall receive an incentive bonus of two percent (2%) incentive bonus for certification as being bilingual in accordance with standards established by the Human Resources Director insuring that the said employee is competent and proficient in the language certified. A re-certification shall occur every three (3) years. An employee not passing the re-certification shall not continue to receive the incentive bonus.

T. UNIFORM ALLOWANCE

1. Sworn Employees of the Police Department

   Sworn Police personnel required to wear uniforms in the performance of their duties shall receive a uniform allowance of one thousand one hundred dollars ($1,100). New employees of the Police Department shall receive, upon initial employment, two (2) full sets of uniforms and two summer shirts and foul weather gear. Any new or reappointed employee whose appointment begins prior to January 1 of any year shall be granted the allotment for uniform maintenance. If appointed or reappointed after January 1, he/she shall be granted uniform allowance the following year.

2. Additional Uniforms and Uniform Allowance Procedures

   Any additional uniforms needed shall be supplied at the employee's expense. The Human Resources Department shall establish such regulations and procedures needed for the administration of the uniform allowance procedure.

U. FLEXING WORK HOURS

Non-Minimum Staffing - Flexing of Hours: To accommodate the personal needs of members and to create the best working environment, given the context of a police department whose primary goal is service to the community, members assigned to non-minimum staffing units may request and be assigned flexible hours of work. Any overtime worked by members may be taken as flex time by the member subject to the following conditions:

1. The operational needs of non-minimum staff unit shall be the primary concern for a Supervisor when determining a request for flexing of hours.

2. A Supervisor may grant a member's request to flex hours up to one (1) hour before or after the standard shift hours.

3. All flex time shall be used by members during the same pay period in which it is accrued.

4. All accrued flex time that is not used by members during the pay period in which it is accrued shall be converted to Compensatory time off or received as overtime compensation, at the members' discretion.

5. In order to meet departmental operational and service needs, a Supervisor may terminate, at any time, a member's flexed schedule upon thirty (30) days written notice to the affected member. The decision to discontinue a flex hour schedule is not appealable or grievable.

6. Overtime worked past the scheduled end of a shift shall not be considered as a shift adjustment. An adjustment of hours prior to the shift shall be considered as an adjustment.

V. COMPENSATION INCREASES DURING THE TERM OF MOU

Increases to members of the bargaining unit shall be as follows:

- Two percent (2%) increase effective retroactive to the first full pay period of July 2018 (paid with the June 19, 2020 paycheck).

- Two percent (2%) increase effective retroactive to the first full pay period in July of 2019 (paid with the July 3, 2020 paycheck).

- Two and one-half (2.50%) increase effective the first full pay period in July of 2020 (paid on July 31, 2020).

- Three and one-half percent (3.50%) increase effective the first pay period in July of 2021.

XVI. ANNUAL VACATION LEAVE

A. PURPOSE OF ANNUAL VACATION LEAVE

The purpose of an annual vacation is to allow an employee time to both mentally and physically refresh himself/herself in order that he/she be better able to carry out the duties of his/her position. To achieve this goal, it is the intention of the city to have the employee schedule a vacation for periods of at least one week.

B. ELIGIBILITY FOR ANNUAL VACATION LEAVE

All regular and probationary (upon the completion of six (6) months of continuous service), shall be eligible for vacation leave. The amount of time available for an employee's vacation shall be accumulated through the month immediately preceding the month in which the employee's vacation falls.

C. ACCRUAL OF ANNUAL VACATION LEAVE

Vacation leave shall be accrued and credited monthly by all eligible employees who are on pay status for fifty percent (50%) or more of that month. Those employees eligible for vacation as defined in Section XVI (B) shall accrue vacation at the following rates:

- All employees with less than five (5) complete years of continuous service shall earn vacation leave at the rate of 6.67 hours per month or ten (10) working days per year. Upon the completion of six (6) continuous years of service, the employee shall earn one (1) additional working day of vacation; in the same manner, two (2) additional working days vacation shall be earned for the seventh year; three (3) for the eighth year; four for the ninth year; five (5) for the tenth year; for a maximum of fifteen (15) working days per year or ten (10) hours per month thereafter.

D. ACCUMULATION OF ANNUAL VACATION LEAVE

Employees may carry over a maximum accumulation of one year's annual vacation leave, for a maximum credit of two (2) years annual leave. If vacation is denied due to a city related emergency, such vacation may be carried over into the following year, if necessary.

E. SCHEDULING OF VACATION LEAVE

An employee's vacation shall be, as much as possible, scheduled for the employee's convenience, however, vacation shall be scheduled by department heads so as not to interfere seriously with or impair departmental efficiency.

F. HOLIDAYS WITHIN VACATION LEAVE

When a recognized city holiday falls within an employee's vacation for which he/she normally would have been excused from work, that day shall not be charged as a day of annual vacation.

G. ILLNESS WITHIN VACATION LEAVE

If an employee becomes ill or injured during his/her annual vacation leave which requires hospitalization or medical attention, those days for which proof of such hospitalization or medical attention is furnished shall not be charged as annual vacation but shall be charged as sick leave.

H. PAYMENT OF ANNUAL LEAVE UPON TERMINATION

Employees who terminate employment shall be paid for any accrued vacation. Payment for accrued vacation upon termination shall be at the employee's current hourly rate of pay.

I. VACATION IN LIEU OF HOLIDAYS FOR PUBLIC SAFETY EMPLOYEES

All sworn Police shift personnel shall be granted an additional twelve (12) days of annual vacation leave, to be added to their annual vacation, in lieu of holidays. In lieu of taking off six (6) days of the twelve (12) days granted in lieu of holidays, each sworn Police shift personnel shall be paid for the six (6) days on the first paycheck in December.

J. EFFECT OF EXTENDED MILITARY LEAVE

An employee who interrupts his/her service to the city because of an extended military commitment, shall be compensated for accrued vacation leave upon separation from service to the city.

XVII. SICK LEAVE

A. STATEMENT OF POLICY

Sick leave shall not be considered as a privilege which an employee may use at his/her own discretion, but shall be granted only upon the recommendation of the department head. Sick leave shall be allowed only in case of necessity and actual personal illness or disability, medical or dental treatment.

Sick leave shall be allowed to a maximum of six (6) days (forty-eight (48) hours) per year due to family illness in the immediate f (Family Sick Leave). Family Sick Leave may be used to actually care for or arrange for the care of family members who are ill and cannot care for themselves, or to take family members to routine medical or dental appointments. The City's definition of immediate family members (as outlined in California Labor Code, Chapter 245.5) is:

1. A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

3. A spouse.

4. A registered domestic partner.

5. A grandparent.

6. A grandchild.

7. A sibling.

B. ELIGIBILITY FOR SICK LEAVE

Regular, Regular Part Time and Probationary (upon completion of six (6) months of continuous service) shall be eligible for sick leave with pay.

C. ACCRUAL OF SICK LEAVE

Sick leave shall be accrued and credited monthly by all eligible employees who are on a pay status for fifty percent (50%) or more of that month. Those employees eligible for sick leave, as defined in Section XVII (B), shall accrue sick leave at the rate of eight (8) hours per month.

D. ACCUMULATION OF SICK LEAVE

There shall be no maximum on the amount of sick leave an employee may accumulate.

E. HOLIDAYS WITHIN SICK LEAVE

When a recognized city holiday falls within an employee's bonafide use of sick leave for which he/she normally would have been excused from work, that day shall not be charged as a day of sick leave.

F. ILLNESS WITHIN VACATION LEAVE

If an employee becomes ill during his/her annual vacation leave which requires hospitalization or medical attention, those days for which proof of such hospitalization or medical attention is furnished shall not be charged as annual vacation but shall be charged as a day of sick leave.

G. USAGE OF SICK LEAVE

Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave.

H. DEDUCTION OF SICK LEAVE

Sick leave shall be deducted at the rate of one (1) hour sick leave for each hour absent.

I. VERIFICATION OF SICK LEAVE USAGE

The city reserves the following rights with regard to control and verification of appropriate sick leave usage:

1. The city may require that any employee who uses more than two (2) consecutive days of sick leave to provide a physician's certification of the employee's illness.

2. The city may formally place an employee on "sick leave restriction" whereupon, for a period of time, the employee may subsequently be required to provide the city a physician's certification of illness for each incidence of sick leave usage, regardless of the amount of time off work. In determining whether or not to place an employee on "sick leave restriction", the city agrees to consider not only gross usage and so-called "patterns of usage", but also extended illness, major medical problems and incidents of family sick leave.

J. WORKERS COMPENSATION

A. A Sworn employee of the Police Department who is entitled to the benefits of Labor Code Section 4850, who is absent from work by reason of an injury or illness covered by workers compensation, shall be allowed up to one year's leave of absence, as required by said section. The employee shall continue to receive his/her regular paycheck as long as he/she remains on pay status; provided, however, that such employee assigns to the city any and all workers compensation payments received by the employee.

2. An employee of the Police Department who is absent from work by reason of an injury or illness covered by workers compensation will continue to accrue sick leave, vacation and holiday benefits and consideration for normal salary increases as though he/she were not on leave of absence.

3. Whenever such disability of an employee continues for a period beyond one year, the leave of absence may continue until the expiration of his/her accrued sick leave, vacation and previously accrued compensatory time off for overtime and paid days in lieu of holidays, calculated to the nearest one-half day, with compensation at the employee's regular rate of pay.

4. When it appears the employee cannot return to work by the expiration of such allowances, disability retirement shall be requested by the city to become effective at the expiration of these allowance unless the employee applies for or consents to his/retirement as of an earlier date, at which time he/she may be compensated for his/her accrued benefits at his/her regular rate of pay.

5. No employee of the Police Department shall be paid any disability indemnity under workers compensation concurrently with wages or salary payments by the city amounting to more than his/her regular rate of pay at any time during his/her leave of absence.

6. No employee of the Police Department shall receive wage or salary payments from the city after a period of five (5) years from the date of injury for any one injury.

7. A member of this Unit who suffers an injury of illness in the course and scope of City employment shall be provided an opportunity to work in a "light duty: assignment provided that the employee's work restrictions, if any, can be reasonably accommodated, and that there is a light duty assignment available in the Tulare Police Department or elsewhere in the City of Tulare. Employees working in a light duty assignment shall receive their regular salary during the period of light duty.

K. DEPLETION OF SICK LEAVE, COMPENSATORY TIME AND VACATION BENEFITS

Upon depletion of accumulated sick leave, compensatory time and vacation for any injury or illness and upon the recommendation of the employee's department head, an employee may be placed on medical leave of absence without pay for a period not to exceed sixty (60) days. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which shall be subject to approval of the City Manager. If further leave is granted, the employee must notify the city of his/her intent to return to work every thirty (30) days. If further leave is not granted, the employee's service with the city shall be considered terminated.

L. EMPLOYEE REHABILITATION

The city shall provide a rehabilitation program for industrially injured employees, pursuant to Section 139.5 of the California Labor Code. Employees unable to return to their previous position shall be interviewed for an available position, if said employee submits a timely application and meets the minimum qualifications for such position. The above procedures applies for eighteen (18) months. The employee's name shall be placed on a mailing list for the period designated above.

M. COMPENSATION FOR SICK LEAVE UPON TERMINATION

There is no cash value to sick leave other than what is listed under “sick leave compensation upon

retirement".

N. COMPENSATION FOR SICK LEAVE UPON RETIREMENT

An employee having a minimum of ten (10) years of regular service with the City of Tulare shall be allowed the option of cashing out up to thirty (30) days and then placing all other time into an "account" with the City of Tulare. Funds in the account shall be used to pay retiree health insurance premiums with the City of Tulare. Upon retirement the city shall enter into an agreement with the said retiree showing the balance in the account. While there is money remaining in the account the city shall send a statement to the retiree each July showing the account balance and interest earned on the account. Interest shall be calculated based on the average twelve (12) months (July through June) with the Local Agency Investment Fund (LAIF). Sick leave shall be converted from time into a monetary amount at the retiree's last hourly rate of pay. Any funds not used in the account due to the retiree deciding to not stay on city health insurance shall cancel out and have no cash value.

Employee's choosing not to elect city retiree health insurance can cash out up to sixty (60) days. Any balance not cashed out under either option shall be reported to PERS in equivalent days toward service credit.

XVIII. OTHER LEAVES OF ABSENCE

A. SCHEDULING OF COMPENSATION TIMEOFF

Compensatory time off shall be approved if requested a minimum of five (5) days prior to the requested date. Any compensatory time-off requests received later than five (5) days prior to the requested date will be considered, but can be denied based on shift strength or other conflicts.

B. LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay may be granted in cases of emergency of where such absence would not be contrary to the best interests of the city. Such leave is not a right but a privilege. Employees on authorized leave of absence without pay may not extend such leave without the expressed approval of the City Manager. No vacation or sick leave benefits shall be used for illness occurring during such leave.

1. Approval of Department Head: Leave of absence without pay for one (1) week or less may be granted by the department head, depending on the merits of the individual case. Such leaves shall be reported to the Human Resources Director.

2. Approval of City Manager: Leave of absence without pay in excess of one (1) week's duration may be granted by the City Manager on the merits of the case, but such leave shall not exceed twelve (12) months' duration.

C. ABSENCE WITHOUT LEAVE

Absence without leave shall be considered to be without pay and reduction in the employee's pay shall be made accordingly. Absence without leave for more than three (3) consecutive days may result in termination of employment.

D. LEAVE OF ABSENCE: DEATH OUTSIDE THE IMMEDIATE FAMILY

Leave without pay may be granted a regular employee by his/her department head in the event of death to family members other than one of the immediate family, such leave to be granted in accordance with Section XVIII (B).

E. MATERNITY

Leave of absence for maternity will be covered under the provisions authorized in Section XVII (A) and (G). An employee may work until she has been advised by her doctor to cease working. The employee may continue on sick leave either until the doctor gives written permission to return to work or until benefits are exhausted.

F. EMPLOYEE'S TIME OFF TO VOTE

Time off with pay to vote at any general, special, direct primary or Presidential primary election shall be granted as provided in the State of California Elections Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said code.

G. JURY DUTY: LEAVE OF ABSENCE

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the city all fees received for such duties, other than mileage or subsistence allowance, within thirty (30) days from the termination of his/her jury service.

H. SUBPOENAS: LEAVE OF ABSENCE

Regular employees who are subpoenaed to appear as witnesses in a court trial may be granted a leave of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the city within thirty (30) days from the termination of his/her service. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

I. LEAVE FOR ATTENDANCE AT INDUSTRIAL ACCIDENT COMMISSION HEARING OR RELATED PHYSICAL EXAMINATIONS

Employees who have been injured in the course and scope of their employment with the city and who are required, as a result of such injury, to be absent from duty to take physical examinations required by the city's workers compensation insurer or the Industrial Accident Commission shall be granted leave with pay for such absences only if the employee is in pay status at the time of the scheduled examination or hearing. Applications for such leaves of absence shall be filed in advance with the department head.

J. BEREAVEMENT LEAVE

The city shall allow an employee to be absent from work with pay for a maximum of three (3) days for a death which occurs within the State of California. If the death occurs outside the State of

California and an employee must travel outside the state, a maximum of five (5) days with pay shall be allowed. Bereavement leave is allowable in the case of a death of an immediate family member which for bereavement only shall be defined as a father, mother, step mother, step father, sister, brother, husband, wife, son, daughter, step child, father-in-law, mother-in-law, or any in-law or relative with whom you reside.

Employees shall be granted one (1) day from work for the death of a relative. A relative is a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. If additional time is required for any of the above, the employee with the Department Head approval may take sick days as needed in compliance with Section XVII (B) and (I). All other uses of bereavement leave i.e., aunt, uncle, niece, nephew etc. shall be vacation time or other leave banks other than sick leave.

K. EDUCATIONAL LEAVE

Employees may receive paid leave to attend courses, seminars and/or workshops for conventions, which enhance their knowledge, skills or performance in relation to their job. The determination as to when and whether an employee is granted leave shall be made by the department head.

XIX. LAYOFF

A. An employee may be terminated by the City Manager because of changes in duties or organization, abolishment of position, shortage of work or funds or completion of work. In cases involving regular employees only, notice of such termination will be given to the employee at least fourteen (14) days prior to the effective date of termination. Such termination shall not be subject to appeal.

B. In any such reduction in personnel caused by lack of work or funds, seniority shall be observed, except, negative performance during the past twelve (12) months will be considered to determine the order of layoff. Negative performance and disciplinary actions will be defined as the following:

1. Denial of merit increases due to misconduct or poor performance.

2. Suspension without pay.

3. Extensions of probationary periods for poor performance.

4. Disciplinary demotions to lower level positions.

5. Performance reviews within the twelve (12) months prior to layoff containing significant, negative, written comments indicating improvement needed and warning of further consequences to follow if improvement fails to occur.

C. The order of layoff shall be established by the Human Resources Director, including seniority and results of review of performance evaluations and prior disciplinary actions. The order of layoff will be the least senior employee as determined by the procedure above. Prior to the establishment of the final order of layoff, the Human Resources Director shall furnish affected employees a copy of the "Proposed Order of Layoff." Notice will be hand delivered to employees whenever possible.

If personal delivery is not possible, the notice will be sent by certified mail to the last known address.

D. If the employee wishes to contest the application of the criteria set forth to his/her position on the list, he/she may appeal with any supporting materials to the Human Resources Director. This request should be directed to the Human Resources Director within seven (7) calendar days following the establishment and distribution of a "Proposed Order of Layoff" list. The employee will be allowed representation during the appeal process. After meeting with all employees wishing to be heard with respect to their position on the layoff list, the Human Resources Director or his designee shall establish the "Final Order of Layoff" list. The decision of the Human Resources Director or his designee shall be final and not subject to the grievance process or further appeal.

E. Regular employees in good standing, who are designated to be laid off and have held regular status in a lower classification, may displace employees in the lower classification provided that the employee exercising the displacement privilege has greater classification length of service than the incumbent in the class to which the employee is bumping, and had an equal or better overall rating on his/her last written evaluation. If the employee in the higher classification has not held status in a lower classification, then no displacement rights accrue to that individual. Conditions which affect displacement rights are as follows:

1. The employee exercising the displacement privilege will displace employees in lower classification in the same order as specified above.

2. All employees must exercise displacement privileges within seven (7) calendar days after receipt of the Notice of Layoff, by written notice to the Human Resources Director. If these privileges are not exercised within the specified time period, they are automatically forfeited.

3. Layoffs which result from a reduction in force shall be made without regard to an employee's race, color religion, national origin, sex, age, marital status, or functional limitations as defined in the ADA and other applicable state law.

This procedure encompasses all aspects of the negotiated layoff procedure, and the City shall not be required to further meet and confer on this subject during the term of the MOU.

XX. DISCIPLINARY PROCEEDINGS

B. DISCIPLINARY ACTION: DEFINITION

As used in this chapter, "disciplinary action" shall mean discharge, demotion, reduction in salary, reprimand, disciplinary probation or suspension, and as defined in Government Code Sections 3303 et seq.

B. CAUSES FOR DISCIPLINARY ACTION

Causes for disciplinary action against any employee may include, but not be limited to, the following:

1. Unauthorized absence or tardiness.

2. Failure to report absences from work or failure to return immediately from authorized leave.

3. Failure to following the instruction of a supervisor, manager or other proper authority.

4. Disorderly conduct on city premises or while on duty elsewhere, such as, but not limited to, fighting and use of abusive or threatening language.

5. Possession, use, receiving, distributing or being under the influence of alcoholic beverage or drugs while on duty.

6. Falsifying or altering city records, including, but not limited to, employment, medical, pay and benefit records, or permitting one's time card to be recorded by another employee.

7. Thefts of, or intentional harm to, city or other's personal property.

8. Dishonesty.

9. Violation of safety rules.

10. Unauthorized removal of city documents, records or other property.

11. Negligent or careless performance of duties.

12. Failure to meet acceptable standards of performance.

13. Failure to observe work schedules or assignments.

14. Misuse of city property.

15. Unauthorized departure from job, department or city premises.

16. Loitering or sleeping on the job.

17. Gambling on city's premises or while on duty elsewhere.

18. A personal appearance or mode of dress that is unkempt to the point of being detrimental to the business environment of the city.

19. Allowing unauthorized individuals to ride in city's vehicles.

20. Discourteous treatment of the public or other employees.

21. Violation of any provisions of these working rules and regulations, administrative policies or written departmental rules and regulations.

C. PERSONS BY WHOM DISCIPLINARY ACTION MAY BE TAKEN

The City Manager or any department head may take disciplinary action against an employee under his/her control for one or more of the causes for discipline specified in this chapter.

D. PROCEDURE PRECEDING IMPOSITION OF DISCIPLINARY ACTION

Prior to initiating any disciplinary action, excluding reprimands, against an employee having regular status, the City Manager or department head shall serve written notice on the employee, personally or by certified mail, at least seven (7) calendar days prior to the effective date of the disciplinary action. The written notice shall include:

1. A description of the action to be taken and the effective date or dates.

2. A statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based.

3. A statement advising the employee of the right to respond, either verbally or in writing, to the disciplining authority prior to the effective date of the proposed discipline.

4. A statement advising the employee that he/she may represent himself/herself or may be represented by a person of his/her choosing.

5. A statement that a copy of the materials upon which the proposed action is based in attached or available for inspection upon request.

6. A statement that if the proposed discipline is imposed, the employee has a right to appeal.

Upon request of the affected employee, the City Manager or department head may extend the response from the employee provided that such extension will have no detrimental effect on the city.

E. IMPOSITION OF DISCIPLINARY ACTION

Upon expiration of the period allowed for employee response and after having given consideration to any response filed by the affected employee, the City Manager or department head may impose appropriate disciplinary action.

F. EXTRAORDINARY CIRCUMSTANCES

In those extraordinary circumstances wherein the City Manager or department head determines that the nature of the employee's act or the charges against him/her are such as to require the employee's immediate removal from the job site, the employee may be placed on leave with pay pending service of the notice of disciplinary action and the effective date of the disciplinary action.

If, in the opinion of the City Manager or the department head, the employee's behavior is such that he/she is temporarily unable to perform his/her job and the intent is to remove him/her from the job site until he/she is able to return and function adequately, said employee may be placed on sick leave and sent home until determined by the City Manager or department head that he/she is able to function adequately.

G. RIGHT OF APPEAL

A regular employee shall have the right of appeal to the Human Resources Director from any disciplinary action taken by his/her department head under this chapter. Such appeal must be filed with the Human Resources Director within ten (10) working days after receipt of the written notice of such disciplinary action. The appeal must be in writing and must state specifically the reasons upon which it is based.

H. RIGHT OF APPEAL: HEARING

1. Upon receipt of a written appeal from an affected employee, the Human Resources Director shall arrange for a hearing as provided in this chapter. Said hearing shall be conducted as soon as possible after receipt of the written appeal.

2. Within five (5) calendar days from the receipt of the request for hearing, either party may request the State Mediation and Conciliation Service to submit a list of five (5) neutrals. These neutrals will be statewide experts in the field of labor relations. Within five (5) calendar days upon receiving the request, the Human Resources Director and the Union shall alternatively strike a name from the list, and the last name remaining shall be designated as the neutral arbitrator. The arbitrator selected shall submit the earliest date(s) in which the arbitrator can hold the hearing, of which the Union and the Human Resources Director can mutually select a date. The arbitrator shall hold a hearing on the issue or issues submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render a written decision and reasons for the opinion within thirty (30) calendar days following the closing of the hearing, unless the period has been mutually extended in writing by all parties. The decision shall be sent to the Human Resources Director and to the Union. The arbitrator's decision shall be final and binding, and may be challenged only pursuant to the California Arbitration Act, C.C.P. Sections 1280, et seq.

3. Either party (City or the Union) may waive the grievance procedure time limits specified in this subsection and proceed to immediate arbitration in any case where the party alleges that the other is threatening to take an action in violation of the MOU in so short a period of time as to disallow the party from proceeding within the time limits of this subsection. To put it another way, immediate arbitration may be sought by either party where there is "no adequate remedy at law," or where normally a party would be entitled to seek injunctive relief. However, the method of proceeding to immediate arbitration must be done consistent with the following provisions.

    a. The arbitration shall take place no earlier than the fifteenth (15th) day following the request by the grieving party for such "immediate arbitration," unless otherwise mutually agreed. During the two (2) week period (fourteen (14) calendar days) immediately following the request for immediate arbitration, the responding party shall have the opportunity to attempt to resolve the dispute.

b. If the City is the responding party, the Chief of Police and Human Resources Director, or their designated representatives, jointly, shall have the opportunity to meet with or otherwise communicate with appropriate Union representatives, in an attempt to resolve the dispute.

c. Once the request for immediate arbitration is filed, the parties shall (even though dispute resolution discussions are going on during the two (2) week period) attempt to agree upon a neutral arbitrator and to obtain a date for arbitration hearing as soon as possible immediately following the two (2) week period.

d. The parties will attempt to have a standing list of available "immediate arbitrators," but if no agreement on same is reached, the parties will obtain five arbitrators, by telephone, if possible, from the State Mediation and Conciliation Service. The first arbitrator available to hear the matter following the two-week period shall be selected as arbitrator. The order of contacting the potential arbitrators shall be determined by lot unless mutually agreed to otherwise. The parties are free to mutually agree upon an immediate arbitrator through any other process or agreement.

e. In any case, the arbitrator selected to decide the grievance shall have the full and equitable power to frame a decision, including an order lo the party initiating the grievance to abide by the time limits provided in the grievance procedure, or a restraining order against the party threatening the action, or any other form of arbitration order that would resolve the matter in an equitable and just manner. However, the arbitrator may not add to, subtract from, change or modify any provision of this MOU and shall be authorized only to apply existing provisions of this MOU to the specific facts involved and to interpret only applicable provisions of this MOU.

f. Unless the parties agree otherwise, closing argument shall be presented orally and there shall be a "bench" decision.

g. The parties shall attempt to have the arbitration proceedings completed as quickly as possible, including by meeting nights and weekends, if at all feasible.

4. An arbitrator shall have, in the arbitrator's discretion, the ability to hear evidence on both arbitrability and on the merits at the same hearing, holding for a later ruling on the issue of arbitrability.

5. Time limits set forth in the formal process may be modified by mutualagreement of the grievant or representative and the department or City. Failure of the grievant to file an appeal within the specified time limit for any but the first step of the procedure shall

constitute an abandonment of the grievance.

6. The cost of making a stenographic record of the arbitration hearing shall be borne by the party requesting such records. There shall be no post-hearing briefs, except by mutual agreement.

7. The fees and expenses of the arbitrator shall be paid half by the City and half by the grievant; however, the arbitrator may order that the City or the grievant pay the total of such fees and expenses should the arbitrator find that, but for the unreasonableness of a party's posture, the convening for arbitration would not have been necessary.

8. Witnesses who are employees and on duty at the time of the scheduled appearance shall be released from duty without loss of compensation for the time required to testify. No overtime payments shall be made because of scheduled appearances.

9. An individual grievant shall be released from duty without loss ofpay for the time of the arbitration hearing. A representative shall be permitted to be present without loss of compensation on behalf of thegrievant.

10. Arrangements for release time for a grievant' s witnesses shall be made with the Human Resources Director, who shall issue all appearance notices no later than twenty-four (24) hours in advance of the scheduled hearing.

11. No employee shall be discriminated against, harassed, coerced, or suffer any reprisal because of filing or processing of a grievance or participating in a grievance procedure.

I. RIGHT OF APPEAL: REPRESENTATION

The appellant employee shall have the right to appear personally or to be represented by counsel or by anyone else of his/her choosing, including other city employees, with the exception of supervisory, management and confidential employees.

J. RIGHT OF APPEAL: FAILURE OF EMPLOYEE TO APPEAR

Failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the City Manager or department head shall be final.

K. RIGHT OF APPEAL: DECISION

The Hearing Officer shall render a decision within thirty (30) days after the conclusion of the hearing or after receipt of the official hearing transcript. The Hearing Officer's decision shall be final and conclusive. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the Hearing Officer, the employee shall be compensated in all or in part for the time lost as determined by the Hearing Officer. Any appeal of the Hearing Officers decision through judicial review must be filed within ninety (90) days of said decision pursuant to the Code of Civil Procedures Section 1094.6.

L. EFFECT OF DISCIPLINARY ACTIONS

1. Oral Reprimand

   Employees may receive an oral reprimand.

2. Written Reprimand

   Employees receiving a written reprimand shall have a copy filed in his/her personnel jacket kept in the Human Resources Department. The employee shall initial a copy of the reprimand prior to its filing, indicating that he/she has read the reprimand. The employee shall have the right to enclose a written response to the reprimand in his/her personnel file.

3. Suspension

   Employees suspended from the municipal service shall forfeit all rights, privileges and salary while on such suspension with the exception of group health and life insurance benefits.

4. Salary Reduction

   Employees who have had their salary reduced shall receive the lowered salary until such time as the department head or City Manager determines that an increased salary is merited.

5. Discharge

   Employees terminated pursuant to SEC. 904 of these rules and regulations shall be paid salary for vacation and worked holidays accumulated to the effective date of termination, subjection to SEC. 713, if applicable.

M. RELEASING OF INFORMATION RELATIVE TO DISCIPLINARY ACTION AGAINST MUNICIPAL EMPLOYEES

In the interest of preventing undue embarrassment and subsequent loss of ability to perform city work effectively, the following policy will prevail regarding release of information to the news media on personnel actions:

1. No information shall be released without prior approval of the City Manager, and prior notification to the President of the Tulare Police Officers Union and the effected employee.

2. No information will be released until final action has been determined and taken.

3. Even after final disposition of the matter, no details will be released other than the exact nature of the action taken.

The foregoing personnel procedure is sanctioned under the Ralph M. Brown Act and related laws. The Attorney General's opinion interpreting Government Code Section 54957 is as follows:

"The purpose of SEC. 54957 is to protect individual public employees and officers from

unfavorable publicity, and to permit private inquiry into the employee's activities, or investigation of charges against such employees."

N. INFORMAL COUNSELING WITH THE CITY MANAGER

Nothing in these rules and regulations shall prohibit the City Manager from meeting informally with an employee regarding possible disciplinary action in order to attempt to resolve the problem.

O. NON-APPLICABILITY

The provisions of this section shall not apply to reductions in the work force or reductions in pay which are part of a general plan to reduce or adjust salaries and wages.

XXI. MISCELLANEOUS

A. REPORTS OF CHANGE OF STATUS

All actions involving employment and change in status of employment shall be reported by the department head to the Human Resources Director on City of Tulare Personnel Action Forms. Copies of such reports shall be furnished to the employee involved.

B. DAMAGE CLAIMS

Any employee of the City of Tulare filing suit for damages arising from occupational injury shall notify the Finance Director of the amount of damages collected from such suits in order that all expenses paid by the city may be recovered.

C. GRATUITIES

No officer or employee of the city shall solicit or accept any gratuity for services rendered.

D. OUTSIDE EMPLOYMENT

Any regular employee desiring to engage in regular outside employment shall first obtain non-City conflict job approval for his/her department head. The employee shall submit a statement to his/her department head on a standard city form, naming the prospective employer, his/her address and telephone number and outline the proposed duties and the hours of work. Approval may be denied if, in the opinion of the department head, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to review by the Human Resources Director and shall be resubmitted prior to January 10 each year to maintain a valid, continuous authorization.

E. COMPENSATION FOR USE OF PRIVATE AUTOMOBILE IN CITY BUSINESS

Regular city employees may receive compensation for the use of their personal vehicle in city business. Such compensation shall be the prevailing IRS approved rate and upon approval of the employee's department head.

F. CONFLICT OF INTEREST

All designated employees shall comply with departmental conflict of interest codes or the applicable regulations adopted by the Fair Political Practices Commission.

G. DAMAGED EQUIPMENT REVIEW COMMITTEE

A Police Department Damaged Equipment Review Committee shall be established for the purpose of reviewing and determining the rate of payment for all claims for clothing or equipment damaged in the line of duty. The committee shall be composed of a representative from the Human Resources, Police Department administrative staff and the officers in general.

H. PERSONNEL FILES

An employee or his/her recognized employee representative, with the written consent of the employee, shall be entitled to review his/her personnel folder upon request. The employee shall, in advance, be advised of, entitled to read and respond to all statements written by the employee's supervisor, department head or fellow employee of his/her work performance or conduct if such statement is to be placed in the employee's file. No such material shall be filed until an employee has had the opportunity to review and respond to such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.

I. POSITION RECLASSIFICATION

1. Position Reclassification

   An employee who believes his/her position is wrongly classified may submit a written request to his/her supervisor for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Human Resources Department in January or February so that changes may be presented to the City Council in July.

2. Classification Analysis

   The supervisor shall forward the request to the department head. The department head shall then request that the Human Resources Department conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The city shall endeavor to complete the analysis as soon as practicable.

3. Appeals

   If the employee disagrees with the response of the Human Resources Director, he/she may appeal to the City Manager in writing. The written appeal must state the reasons why he/she feels that the Human Resources Director's findings were incorrect. The City Manager may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Manager shall be final.

J. EMPLOYEE ASSISTANCE PROGRAM POLICY

The city recognizes emotional, medical and substance abuse (alcohol and drugs) problems as treatable conditions. An employee's problem with alcohol and drug abuse, etc., will be a concern only when it manifests affect upon his/her job performance. There is no desire on the part of the city to intrude into the employee's private life. However, if personal problems being to impact job performance, the Employee Assistance Program provides the employee with a possible alternative to disciplinary action. It is expected that the responsibility for recovery rests with the employee. Employees who suspect that they have a problem will take advantage of diagnostic, counseling and assessment services made available through the Employee Assistance Program.

K. FLEXIBLE BENEFITS PROGRAM

The city shall maintain a flexible benefits program (which became effective October 1, 1987) in accordance with Section 125 of the Internal Revenue Code. At time of implementation, the city contributed the entire cost of implementation. The employees shall be responsible for the monthly cost.

L. VEHICLE USE POLICY

The City Manager shall determine the allocation of usage of city-owned vehicles in accordance with the business needs of the city. All city-owned vehicles shall be operated in conformance with administrative policy, unless the use of a vehicle is otherwise controlled by contractual agreement or other policy adopted by the City Council. The City Manager shall be the responsible authority for interpretation and implementation of adopted vehicle use policies.

In addition to all other changes the Tulare Police Officers Union Agrees to meet and consult on a computer policy.

M. DEFERRED COMPENSATION

All regular employees may, at the employee's request, be included in a Deferred Compensation Plan whereby the employee may provide for the deferral of a specified amount of current income to be invested and the payment of such deferred amount and interest thereon to be made at a later date. Said Deferred Compensation Plan shall be subject to approval by the Internal Revenue Service. Implementation of the plan shall involve no cost or charge to the city.

N. LEAVE BANK DONATIONS

The City agrees that it will create an Administrative Leave Bank Donations Policy dedicated specifically to the ranks of Police Officer and Police Corporal.

O. ELECTION RULES

An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall be subject to the City Rules and Regulations for Election Procedures.

P. PERSONAL DAYS OFF

Employees in this Union will be afforded two (2) personal day (each day equaling eight (8) hours or twelve (12) hours depending on the employee's shift assignment at time granted). These two (2) personal leave days will be granted beginning with the first full pay period of each fiscal year, beginning with fiscal year 2020-21. These personal leave days will be placed in a separate leave bank and must be used in its entirely prior to the last full pay period of each fiscal year. If the leave hours earned remain in this bank at that time, additional hours granted in the first full pay period of the new fiscal year will only accumulate to a maximum equivalent of two (2) days. This personal leave bank has no cash value.

Q. NOTIFICATION TO THE CITY OF UNION OFFICERS AND REPRESENTATIVES

The Union shall provide the City with a list identifying the Union officers and representatives each year on or before January 31, and within fifteen (15) calendar days of any changes to the list.

XXII.INSURANCE

A. INSURANCE - HEALTH, DENTAL AND VISION

1. Public safety employees with employee only coverage shall contribute twenty-five ($25) per month towards health care, for those employees enrolled in dependent insurance coverage, the city shall contribute sixty-five percent (65%) of the premium per month toward the employee health, dental, vision and life insurance and dependent health, dental, vision and life insurance costs. The employee shall contribute thirty-five percent (35%) per month toward the cost of dependent insurance coverage.

2. Employees hired after June 23, 1984, upon retirement, shall pay one hundred percent (100%) of the total costs of the health insurance premium (with or without dependent coverage). Any increases in future premiums after retirement shall be borne by the retiree. In order to be eligible for said benefits, the employees must directly retire, be at least fifty-five (55) years of age and have provided twenty (20) years of service to the City of Tulare.

If the health insurance administrator recommends future rate increases or program modifications to be implemented, he/she shall make a recommendation to the Health insurance Committee stating the reasons why such an increase or changes are recommended. The Health Insurance Committee shall then make a recommendation to the City Manager within thirty (30) calendar days after receipt of said recommendation. The City Manager will make a decision based on the information provided and present it to the City Council for implementation. The City and employees agree to pay any increased costs in the same proportion as the current contribution.

B. INSURANCE - LIFE

Life insurance for non-management employees shall be provided as specified in the employee health insurance policy.

C. LONG TERM DISABILITY PLAN

For non-management sworn Police personnel, the city shall contribute $24.50 per month to a long term disability plan, starting on July 1, 2020.

Signature Page
Memorandum of Understanding
Between
The City of Tulare
And the
Tulare Police Officer Union
July 1, 2018 through June 30, 2022

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date stated below.

FOR THE CITY OF TULARE

By: _____
Mario Zamora, City Attorney

Dated: _____

By: _____
Janice Avila, Human Resources Director

Dated: _____

FOR THE TULARE POLICE OFFICER'S UNION

By: _____
Roger Wilson, RAINS LUCIA STERN
ST. PHALLE SILVER, PC

Dated: _____

By: _____
Vince Medina, Police Officer

Dated: _____

AGENDA ITEM: Consent 9

CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Public Works – Streets Division

For Council Meeting of: June 16, 2020

Documents Attached: ☐**Ordinance** ☐**Resolution** ☐**Other** ☒**None**

AGENDA ITEM:
Award and authorize the City Manager to execute a contract with Safety Striping Services, Inc. of Goshen, California, in the amount of $277,361.19 for the City's 2020 Annual Street Striping Project.

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

BACKGROUND/EXPLANATION:
City staff posted a Request for Bids (RFB 20-712) on May 8, 2020, on the Central Valley Purchasing System website, and advertised RFB 20-712 in the Visalia Times-Delta/Tulare Advance-Register on May 14, 2020 and May 21, 2020, requesting sealed bids for the City's 2020 Annual Street Striping Project. The work to be done consists of the striping of existing traffic strips and installing new traffic striping as required, and other pavement marking details that are required by the Standard Specifications, City of Tulare Standards or Special Provisions which shall be performed, placed, constructed, or installed within public streets and Caltrans right of way. The bid specified the work for the following:

- 136,000 linear feet of 6-inch edge lines
- 151,722 linear feet of 6-inch broken lines
- 34,871 linear feet of 8-inch single solid lines
- 22,000 linear feet of two-way left turns
- 236,754 linear feet of double yellow center lines
- 125,000 linear feet of 6-inch edge/and or inside bike lane lines
- 130,000 linear feet of 6-inch bike lane lines
- 27,000 linear feet of 6-inch intersection bike lane lines
- 250 square feet of "Symbol 9C Rider w/Helmet) and arrow pavement markings
- 333 Arrow markings
- 23,747 square feet of traffic signal crosswalk markings
- 500 retro-reflective raised pavement markers
- Removal of existing markings (1,000 square feet)
- Removal of existing striping (500 linear feet)

The Engineer's Estimate for this project was $280,000.

On June 4, 2020, the City of Tulare received and opened the following bids pertaining to RFB 20-712:

VENDOR	BID
Chrisp Company Stockton, CA	$340,168.51
Safety Striping Service, Inc. Goshen, CA	$277,361.19

After reviewing the bids, staff has determined that the proposed $277,361.19 bid from Safety Striping Service, Inc. is the lowest responsive and responsible bid that meets the City's needs as identified in the RFB. Funding for the annual striping is budgeted in project ST0007 for Annual Transportation Maintenance.

STAFF RECOMMENDATION:
Award and authorize the City Manager to execute a contract with Safety Striping Services, Inc. of Goshen, California, in the amount of $277,361.19 for the City's 2020 Annual Street Striping Project.

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

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

FUNDING SOURCE/ACCOUNT NUMBER:

Signed: Andrew Bettencourt **Title: Management Analyst**

Date: June 8, 2020 **City Manager Approval: _____**

AGENDA ITEM: Gen Bus PH 1a

CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: City Manager's Office

For Council Meeting of: June 16, 2020

Documents Attached: £ Ordinance T Resolution £ Staff Report £ Other £ None

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AGENDA ITEM:
Public Hearing to **adopt Resolution 2020-32** approving the 2020/21 city operating budget, to **adopt Resolution 2020-33** approving the 2020/21 Position Control Budget and fixing the rate of compensation of regular full-time employees, regular part-time employees, City Council members and seasonal/temporary employees of the City of Tulare, to **adopt Resolution 2020-34** establishing the 2020/2021 appropriation limit; and to receive the BPU-adopted Utility Enterprise Fund Budgets.

IS PUBLIC HEARING REQUIRED: T Yes £ No

BACKGROUND/EXPLANATION:
On February 4, 2020, the City Council reviewed the mid-year financial status, to consider and discuss budget assumptions and issues, and to give staff direction regarding preparation of the proposed budget. A special budget meeting was held on April 24, 2020 to present the proposed budget requesting direction from Council to address the deficit. The April 24, 2020 presentation produced a budget that did not include the effect of the COVID19. On May 28, 2020 another study session was held with Council to obtain direction regarding further adjustments with updated information regarding the COVID19 to the proposed budget.

This budget reflects the final direction received from Council at the May 28 meeting. This budget also reflects the implementation of the memorandum of understanding with the Tulare Police Officers Union that was approved earlier at this meeting. This MOU increased the 2020-21 general fund expenditure budget by $410,480.

The Board of Public Utilities (BPU) held a public meeting on May 7, 2020 and adopted the utilities budget. Pursuant to the City's charter, the Council is requested to receive the BPU adopted municipal utilities budget.

<u>Operating Budget (including the Position Control Budget (PCB))</u>:
The complete proposed General City operating budget is comprised of the following:

1. City Manager's memo;
2. Total estimated revenues and total appropriations proposed for all non-utility City funds (General Fund, non-utility enterprise funds, internal service funds, and debt service funds);
3. The Position Control Budget;
4. The General Fund proposed appropriations summarized by object;
5. The General Fund divisional appropriations with line item analyses;

Fleet Control Budget (FCB) Equipment Replacement Control Budget (ERCB)

All of the control budgets are incorporated into the operating budget on the pertinent analytical line items (See Budget Flex Report). The FCB is detailed below.

Much of the General Fund departments have suspended vehicle reserve funding again for this year for vehicle replacements to help with the budget deficit and are relying on reserve balances built up to sustain the need for vehicle replacements

Each control budget applies to internal service funds that operate similarly. Internal charges are computed based on projected costs which are then appropriated in the operating divisions within the proposed budget. The charges are collected by the pertinent internal service fund (for example, Workers Compensation Insurance Fund or Fleet Replacement Fund) from all City funds receiving the internal services. Purchases (for example, for replacement vehicles or for loss pooling costs (like insurance)) are made through the internal service funds to the third-party providers. The internal service funds are evaluated each budget cycle to determine if costs were more or less than projected which will result in future period adjustments through the operating department budgets.

The FCB also smooths the procurement process in some instances for replacement vehicles replaced in accordance with the pre-approved plan. Provided the cost for replacement of equipment does not exceed the amount authorized for purchasing the pre-approved items, and provided that the City's Purchasing policy does not require further Council (or BPU) action, the purchases can be made under the existing policy by staff.

This FCB, if approved, authorizes replacement of the listed vehicles in accordance with the Council's adopted Purchasing Policy. This list also includes vehicles added to the fleet. The BPU has approved the amounts for the municipal utility FCB. City Council is only receiving the BPU portion of the FCB.

Vehicles to be Replaced	Fund	Quantity	Cost
Replace Patrol	Police	4	140,000
Parks - Gator	General Fund	1	10,000
Parks – Skid Loader	General Fund	1	40,000
Parks - Excavator	General Fund	1	35,000
Total Replacement/Expansion		**5**	**225,000**

The following represents the Fleet Reserve Funds:

Fleet Reserve Funds	Estimated Reserve 07/01/2020	Projected 2020 / 2021 Expenditures	Projected Insurance Premium	Projected 2020 / 2021 Revenue	Estimated Reserve 07/01/2021
General Fund	254,970	85,000	5,800	170,200	334,370
Police	267,780	140,000	12,410	200,000	315,360
Fire / Fire Apparatus	127,990		16,180	20,000	131,810
Development Services	125,890		710	43,800	301,980
Water	319,660		2,070	89,640	407,230
Solid Waste	1,562,020		33,400	930,460	2,459,080
Wastewater/Sewer	314,010		4,420	183,300	492,890
	-				
General Fund	650,740	225,000	34,400	390,200	781,540
Enterprise Funds	2,454,580		40,600	1,247,200	3,661,180
FCB FUND TOTALS	3,105,320	225,000	75,000	1,637,400	4,442,720

Appropriation Limit:
Annually, the Council must adopt the City's Proposition 4 Appropriation Limit (so-called Gann Limit). The amount is adjusted annually for population and for inflation. The proposed Gann Limit is substantially above the City's proposed budget appropriations, so the City is in compliance.

Resolutions:
Attached are three resolutions to be considered at a single public hearing for adoption; one each for the operating budget, the Position Control Budget and the 2020/21 Appropriation Limit. Adoption of the operating budget will include all control budget components described. Additionally, the resolutions contain guidelines for staff to use in administering the budget during the budgetary period.

STAFF RECOMMENDATION:

- **Adopt Resolution 2020-32** approving the 2020/21 city operating budget (with all component parts as listed below);
- **Adopt Resolution 2020-33** approving the 2020/21 Position Control Budget and fixing the rate of compensation of regular full-time employees, regular part-time employees, City Council members and seasonal/temporary employees of the City of Tulare; and
- **Adopt Resolution 2020-34** establishing the 2020/2021 appropriation limit; and to receive the BPU-adopted Utility Enterprise Fund Budgets.

CITY ATTORNEY REVIEW/COMMENTS: ¨ Yes T N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ¨ Yes £ No T N/A

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: **Rob Hunt** **Title: City Manager**
Darlene Thompson **Finance Director**

Date: June 5, 2020 **City Manager Approval:** _____

RESOLUTION 2020-___

A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE ADOPTING THE 2020/2021 FISCAL YEAR BUDGET AND ALL SECTIONS THEREIN

WHEREAS, the City Manager has prepared a municipal budget for the fiscal year ending June 30, 2021, entitled "City of Tulare, Fiscal Year 2020/2021 Proposed Operating Budget" ("Proposed Budget"), a copy of which is on file in the Office of the City Clerk; and,

WHEREAS, the City Council has examined the Proposed Budget, has conferred with the City Manager and appropriate staff in public sessions, and has deliberated and considered the Proposed Budget during public hearings.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF TULARE HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Manager is hereby directed to prepare the final budget, in substantial conformance with the Proposed Budget, and as directed by the City Council, for the Fiscal Year July 1, 2020 through June 30, 2021. The final budget shall be the "City of Tulare, Fiscal Year 2020/2021 Adopted Operating Budget," and includes all sub-component (control) budgets and assumptions. The final budget may be referred to as "the Budget," and a copy of the Budget shall be filed in the Office of the City Clerk. The Budget is hereby adopted and approved. The appropriations by fund (excluding the Municipal Utility Funds whose budgets are set by the Tulare Board of Public Utilities) are attached and incorporated here by reference.

SECTION 2. The City Manager is hereby authorized to implement the Budget as set forth in this resolution. The City Manager may delegate the authority to implement this resolution to the Finance Director, or other designated City employees.

SECTION 3. The City Manager is authorized to transfer appropriations as needed from savings available in any account in the Budget to any other accounts within the same fund to meet overall Budget requirements.

SECTION 4. The City Manager is authorized to complete and implement the appropriated inter-fund transfers among the various City funds, and to reduce such transfer sums if not needed for the operations of a particular receiving fund due to its own then-available resources, in increments and at intervals determined by the City Manager.

SECTION 5. The City Manager is authorized to increase appropriations for fiscal year 2020/21 expenditures in an amount not to exceed the amount of funds encumbered, but not yet expended, from Fiscal Year 2019/20. The actual amount of the increased appropriations due to encumbrances will be reported to the City Council, as part of the Fiscal Year 2020/21 year-end financial report.

SECTION 6. When updated revenue estimates for the Development Services cost center fund exceed the amount identified in the Budget as, estimated revenues, due to increases in development and fee activity (as verified by the Finance Director) the City Manager is authorized to increase Fiscal Year 2020/21 Development Services Fund appropriations in an amount not to exceed the amount of the updated estimated revenues. Approval of increased appropriations shall be made in writing by the City Manager, filed with the Finance Director, and reported to the City Council as part of the Fiscal Year 2020/21 year-end financial report.

SECTION 7. When revenue estimates for the Fleet Operations and Property Management identified in the Budget increases due to in service activity (and therefore increased fees) as verified by the Finance Director, the City Manager is authorized to increase appropriations for fiscal year 2020/21 expenditures in an amount not to exceed the amount of increased revenue. Approval of increased appropriations shall be made in writing by the City Manager, filed with the Finance Director, and reported to the City Council as part of the Fiscal Year 2020/21 year-end financial report.

SECTION 8. When revenue estimates exceed the amount identified in the Budget due to increases in grant revenues as verified by the Finance Director, the City Manager is authorized to increase appropriations for Fiscal Year 2020/21 expenditures in an amount not to exceed the amount of increased revenues. Approval of increased appropriations shall be made in writing by the City Manager, filed with the Finance Director, and reported to the City Council as part of the Fiscal Year 2020/21 year-end financial report.

SECTION 9. When higher than anticipated revenue activity in the General fund results in increased costs to directly support a particular fee-supported activity (e.g., passport program, BEST program, special library programs), the City Manager is authorized to increase that program's appropriations for Fiscal Year 2020/21 expenditures in an amount not to exceed the amount of increased revenues. Approval of increased appropriations shall be made in writing by the City Manager, filed with the Finance Director, and reported to the City Council as part of the Fiscal Year 2020/21 year-end financial report.

SECTION 10. The City Manager is instructed to use restricted funding sources in accordance with the requirements of the funding sources prior to using City funds or funds with unrestricted resources in order to allow the City the greatest flexibility in meeting its financial obligations.

SECTION 11. The City Manager is instructed to cause all transfers into reserves specified in the Budget Document transmittal report to occur and to hold and administer said reserves in accordance with Council policies. The City Manager, or any person to whom such responsibility is delegated by the City Manager, to administer the contributions into revolving funds for Project Budgets, Equipment Replacement, and Fleet Replacement in accordance with Council policies and best practices. Activities occurring in these reserves will be reported to the City Council as part of the Fiscal Year 2020/21 year-end financial report. Once appropriated and with approval of the Fleet Control Budget purchase plan for replacements, said purchases may be made without

further Council action except as required by the City's Council adopted Purchasing Policy.

SECTION 12. The City Council approved City of Tulare Administrative Policy No. 13-02 (Budget Policies & Practices) on June 4, 2013, this policy and all subsequent amendments are incorporated herein by reference. The City Manager is instructed to update said policies from time to time for Council review.

SECTION 13. The City Manager is instructed to implement all policies contained in the "Policies" section of the Budget, taking the best interests of the City into account with regard to particular circumstances.

SECTION 16. This resolution shall take effect immediately upon its adoption.

SECTION 17. The Assignments of fund balance included in the adopted budget, which were made by the Finance Director, are approved.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF TULARE, AS FOLLOWS, TO WIT:

SECTION 18. The City Council of the City of Tulare approves and adopts the 2020/2021 Fiscal Year Budget Document and all sections therein. The total City Funds expenditure budget of $135,398,940 is summarized by the following funds and functions:

CITY OF TULARE
PROPOSED EXPENDITURE BUDGET
FISCAL YEAR 2020/2021

I. GENERAL GOVERNMENT FUNDS

GENERAL FUND:	
City Council	$ 133,780
City Manager	608,280
Finance	1,441,360
Information Services	639,790
Economic Development	188,590
Human Resources	592,990
Code Enforcement	584,340
Animal Shelter	1,049,090
Non-Departmental	439,620
Police	19,209,600
Fire	8,775,780
Streets	2,174,050
Graffiti Abatement	132,900
Parks & Recreation Administration	480,950
Parks	2,646,590
Recreation & Community Services	1,401,110
Library	1,589,530
Storm Drainage	117,670
TOTAL GENERAL FUND	$ 42,206,020

Parking & Business Improvement Area	88,000
CIP Administration	652,370
Dangerous Building Abatement	31,290
Downtown Parking Maintenance	151,570
Property Management Fund	1,990,390
Surface Water Management	501,630
TOTAL GENERAL GOVERNMENTAL FUNDS	$ 45,621,270

II. SPECIAL REVENUE FUNDS

Senior Services	$ 445,940
COPS State Grant	152,810
Vehicle Abatement	41,150
Landscape & Lighting	825,490
TOTAL SPECIAL REVENUE FUNDS	$ 1,465,390

III. DEBT SERVICE FUNDS

Financing Authority Debt Service	$ 2,225,900

IV. CAPITAL IMPROVEMENTS PROJECT FUNDS

Other General Fund	$ 722,350
Aviation CIP Fund	614,250
Transit CIP Fund	25,000
Fleet Equipment Replacement	225,000
Water CIP	11,482,670
Solid Waste CIP	25,000
Sewer/Wastewater CIP	6,538,000
Surface Water CIP	1,250,000
Technology CIP	140,000
Equipment Replacement CIP	364,000
Streets CIP	5,688,230
TOTAL CAPITAL IMPROVEMENT PROJECT FUNDS	$ 27,074,500

V. ENTERPRISE FUNDS

Airport	$ 392,170
Development Services	2,892,010
Transit	4,164,280
Water	11,637,370
Solid Waste/Street Sweeping	10,063,810
Sewer/Wastewater Treatment	29,862,240
TOTAL ENTERPRISE FUNDS	$ 59,011,880
GRAND TOTAL – ALL CITY FUNDS	**$ 135,398,940**

Passed, approved, and adopted this 16th day of June, 2020.

_____

President of the Council and Ex-Officio
Mayor of the City of Tulare

ATTEST:

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

I, Rob Hunt, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 2020-____ passed and adopted by the Council of the City of Tulare at a regular meeting held on June 16, 2020, by the following vote:

Aye(s) _____

Noe(s) _____ Absent _____

Dated: ROB HUNT, CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

RESOLUTION 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE ESTABLISHING APPROPRIATION LIMITS FOR THE FISCAL YEAR 2020/21

WHEREAS, Proposition 4 mandated the establishment of an annual appropriation limit from proceeds of taxes and designated 1978/79 as the base year; and,

WHEREAS, Proposition 111 modified the original Proposition in 1990/91 by changing the growth adjustments factors; and,

WHEREAS, the factor of the dollar increase in locally assessed valuation of non-residential construction is not available from the County of Tulare; and,

WHEREAS, the decision as to which options to select must be done by a recorded vote of the City Council; and,

WHEREAS, the appropriations limit for 2020/21 must be recalculated when all adjustment factors are known.

NOW, THEREFORE, BE IT RESOLVED, that the City Council selects the factors of City Population Increase and California Per Capita Income Increase and pursuant to Article XIIIB of the California Constitution, hereby establishes the appropriation limit for the Fiscal Year 2020/21 at $61,993,483.00

PASSED, ADOPTED AND APPROVED this 16th day of June, 2020.

_____
President of the Council and Ex-Officio Mayor of the City of Tulare

ATTEST:

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

I, Rob Hunt, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 2020-___ passed and adopted by the Council of the City of Tulare at a regular meeting held on June 16, 2020, by the following vote:

Aye(s) _____

Noe(s) _____ Absent _____

Dated: ROB HUNT, CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

EXHIBIT "A"

RESOLUTION 2020-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE ESTABLISHING APPROPRIATION LIMITS FOR THE FISCAL YEAR 2020/21

2019/20 Appropriation Limit Base	$ 58,552,244.07		
California Per Capita Personal Income Factor	3.73		
Population Per Cent Change Factor for Tulare	2.07		
Calculation:			
(1) Per Capita Factor Converted to a Ratio:	(3.73 + 100) / 100	=	1.037300
(2) Population Factor Converted to a Ratio:	(2.07 + 100) / 100	=	1.020700
(3) Calculation of Factor for FY 2020/21:	1.037300 x 1.020700		1.05877211
(4) Calculation of Appropriation Limit for FY 2020/21	1.058772 x $58,552,244.07	=	$61,993,483.00
Appropriation Subject to Limit			$36,609,240.00
Amount of Appropriations Under Limit			$25,384,243.00

RESOLUTION 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE ADOPTING THE CITY'S 2020/21 FISCAL YEAR POSITION CONTROL BUDGET (POSITION ALLOCATION) AND FIXING THE RATE OF COMPENSATION OF REGULAR FULL-TIME EMPLOYEES, REGULAR PART-TIME EMPLOYEES, CITY COUNCIL MEMBERS, AND SEASONAL/TEMPORARY EMPLOYEES OF THE CITY OF TULARE.

WHEREAS, the Position Control Budget sets the authorized positions for the fiscal year; and,

WHEREAS, the City Municipal Utility budgets are adopted by the Board of Public Utilities and filed with the City Council pursuant to the City's charter document so no further action on those budgets is required; and,

WHEREAS, the Board of Public Utilities has adopted the Municipal Utility Position Control Budget which is also being filed with the City Council; and,

WHEREAS, the City Council of the City of Tulare has considered on Tuesday, June 16, 2020, the adoption of the City's 2020/21 Fiscal Year Position Control Budget (PCB) and has appropriated all funds necessary to pay salaries as part of adopting the General Operating Budget.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tulare:

that the PCB is hereby adopted and that the Municipal Utility PCB approved by the Board of Public Utilities is received as filed without change;

that the City's Salary Schedule fixing the rate of compensation of regular full-time employees, regular part-time employees, City Council members, and seasonal/temporary employees of the City of Tulare is hereby adopted;

that the City Manager is required to bring any additions to the PCB of authorized positions or any changes in any position's salary range to be made during the fiscal year to the City Council (and if pertinent to the Board of Public Utilities, then to that Board) for further approval;

that the City Manager is authorized to make changes to job descriptions, including without limitation title changes that do not affect the positional role in the PCB or the positional salary range; to make changes to job responsibilities that do not affect the PCB or require approval as part of the collective bargaining process, and to re-allocate funding sources among divisions within the General Fund for any position; and

that the City Manager, or his or her designee, is authorized to recruit and fill in anticipation of known upcoming vacancies to minimize periods where there

are key unfilled positions even though employee counts temporarily exceed the authorized position count for a particular position; provided, however, that there will be no adjustment to the total divisional appropriations and all such costs must be covered by savings in other line items so that the total division budget remains unchanged.

PASSED, ADOPTED AND APPROVED this 16th day of June 2020.

_____
President of the Council and Ex-Officio Mayor
of the City of Tulare

ATTEST:

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

I, Robert A. Hunt, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 2020-____ passed and adopted by the Council of the City of Tulare at a regular meeting held on June 16, 2020, by the following vote:

Aye(s) _____

Noe(s) _____ Abstention(s) _____

Dated: ROBERT A. HUNT, CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

City of Tulare
POSITION CONTROL BUDGET
Allocated Positions
Fiscal Year 2020-21 (Effective 7-4-2020)

	Position number	Title	FTE
-	Home department : 001-4020 (Count: 4)		
	MM01E0148-001	DEPUTY CITY MANAGER	1.00
	MM01E0150-001	CITY MANAGER	1.00
	MM06E0136-002	CHIEF DEPUTY CITY CLERK	1.00
	MM06E0138-001	DEPUTY CITY CLERK/RECORDS CORD	1.00
-	Home department : 001-4030 (Count: 10)		
	CP02N0010-001	ACCOUNTANT	1.00
	CP05N0023-001	PAYROLL SPECIALIST	1.00
	CP06N0018-001	ACCOUNTING TECHNICIAN I/RPT	0.50
	CP06N0020-002	ACCOUNTING TECHNICIAN I	1.00
	CP06N0022-002	ACCOUNTING TECHNICIAN II	1.00
	CP06N0022-003	ACCOUNTING TECHNICIAN II	1.00
	CP06N0022-004	ACCOUNTING TECHNICIAN II	1.00
	MM01E0054-001	ASSISTANT FINANCE DIRECTOR	1.00
	MM01E0280-001	FINANCE DIRECTOR/TREASURER	1.00
	MM02E0489-002	SENIOR MANAGEMENT ANALYST	1.00
-	Home department : 001-4035 (Count: 4)		
	MM02E0185-001	I T MANAGER	1.00
	MM03E0184-001	COMPUTER SYSTEMS ANALYST	1.00
	MM03E0184-002	COMPUTER SYSTEMS ANALYST	1.00
	MM03E0184-003	COMPUTER SYSTEMS ANALYST	1.00
-	Home department : 001-4040 (Count: 1)		
	MM01E0708-001	COMMUNITY & ECONOMIC DEV DIR	1.00
-	Home department : 001-4060 (Count: 5)		
	MM01E0145-001	HUMAN RESOURCES DIRECTOR	1.00
	MM02E0490-002	MANAGEMENT ANALYST	1.00
	MM02E0490-003	MANAGEMENT ANALYST	1.00
	MM02E0492-001	SAFETY & REG COMP ANALYST	1.00
	MM03E0402-002	HUMAN RESOURCES ANALYST	1.00
-	Home department : 001-4100 (Count: 4)		
	CP05N0159-001	CODE ENFC OFC/SUB HOUSING CMPL	1.00
	CP05N0160-002	CODE ENFORCEMENT OFFICER	1.00
	CP05N0160-003	CODE ENFORCEMENT OFFICER	1.00
	CP05N0160-004	CODE ENFORCEMENT OFFICER	1.00
-	Home department : 001-4105 (Count: 7)		
	CP03N0041-001	VETERINARY TECHNICIAN	1.00
	CP06N0045-001	ANIMAL SERVICES TECHNICIAN	1.00
	MM02E0048-001	ANIMAL SERVICES MANAGER	1.00
	NM05N0040-001	ANIMAL SERVICES OFFICER	1.00

	Position number	Title	FTE
	NM05N0040-002	ANIMAL SERVICES OFFICER	1.00
	NM05N0041-001	KENNEL TECHNICIAN	1.00
	NM05N0041-002	KENNEL TECHNICIAN	1.00
-	Home department : 001-4120 (Count: 2)		
	CP05N0825-001	TRANSIT COORDINATOR	1.00
	MM02E0823-001	TRANSIT ANALYST	1.00
-	Home department : 001-4220 (Count: 27)		
	CP05N0165-008	COMMUNITY SERVICE OFFICER	1.00
	CP06N0025-002	SR. ADMINISTRATIVE ASSISTANT	1.00
	CP06N0235-003	DEPARTMENT ASSISTANT II	1.00
	CP06N0634-001	POLICE RECEPTIONIST	1.00
	CP06N0634-002	POLICE RECEPTIONIST	1.00
	CP06N0635-001	POLICE RECORDS SPECIALIST	1.00
	CP06N0635-002	POLICE RECORDS SPECIALIST	1.00
	CP06N0635-003	POLICE RECORDS SPECIALIST	1.00
	CP06N0730-002	PUBLIC SAFETY DISPATCHER I	1.00
	CP06N0730-010	PUBLIC SAFETY DISPATCHER I	1.00
	CP06N0730-00	PUBLIC SAFETY DISPATCHER I	1.00
	CP06N0731-001	PUBLIC SAFETY DISPATCHER II	1.00
	CP06N0731-002	PUBLIC SAFETY DISPATCHER II	1.00
	CP06N0731-005	PUBLIC SAFETY DISPATCHER II	1.00
	CP06N0731-006	PUBLIC SAFETY DISPATCHER II	1.00
	CP06N0731-007	PUBLIC SAFETY DISPATCHER II	1.00
	CP06N0731-008	PUBLIC SAFETY DISPATCHER II	1.00
	CP06N0731-009	PUBLIC SAFETY DISPATCHER II	1.00
	CP06N0731-010	PUBLIC SAFETY DISPATCHER II	1.00
	MM03E0168-001	POLICE ANALYST	1.00
	MM03E0646-002	POLICE RECORDS MANAGER	1.00
	MP01E0610-001	POLICE CHIEF	1.00
	MP02E0621-002	POLICE CAPTAIN	1.00
	MP03E0633-002	POLICE SERGEANT	1.00
	PD04N0630-005	POLICE OFFICER	1.00
	PD04N0630-006	POLICE OFFICER	1.00
	PD04N0630-026	POLICE OFFICER	1.00
-	Home department : 001-4221 (Count: 36)		
	CP05N0165-003	COMMUNITY SERVICE OFFICER	1.00
	CP05N0165-004	COMMUNITY SERVICE OFFICER	1.00
	CP06N0235-008	DEPARTMENT ASSISTANT II	1.00
	MP02E0620-001	POLICE LIEUTENANT	1.00
	MP02E0620-002	POLICE LIEUTENANT	1.00
	MP02E0620-003	POLICE LIEUTENANT	1.00
	MP02E0620-004	POLICE LIEUTENANT	1.00
	MP02E0621-003	POLICE CAPTAIN	1.00

	Position number	Title	FTE
	MP03E0633-001	POLICE SERGEANT	1.00
	MP03E0633-005	POLICE SERGEANT	1.00
	MP03E0633-006	POLICE SERGEANT	1.00
	MP03E0633-008	POLICE SERGEANT	1.00
	MP03E0633-009	POLICE SERGEANT	1.00
	PD04N0615-003	POLICE CORPORAL	1.00
	PD04N0615-006	POLICE CORPORAL	1.00
	PD04N0615-011	POLICE CORPORAL	1.00
	PD04N0615-013	POLICE CORPORAL	1.00
	PD04N0630-001	POLICE OFFICER	1.00
	PD04N0630-002	POLICE OFFICER	1.00
	PD04N0630-003	POLICE OFFICER	1.00
	PD04N0630-011	POLICE OFFICER	1.00
	PD04N0630-014	POLICE OFFICER	1.00
	PD04N0630-019	POLICE OFFICER	1.00
	PD04N0630-023	POLICE OFFICER	1.00
	PD04N0630-027	POLICE OFFICER	1.00
	PD04N0630-028	POLICE OFFICER	1.00
	PD04N0630-030	POLICE OFFICER	1.00
	PD04N0630-032	POLICE OFFICER	1.00
	PD04N0630-033	POLICE OFFICER	1.00
	PD04N0630-039	POLICE OFFICER	1.00
	PD04N0630-043	POLICE OFFICER	1.00
	PD04N0630-045	POLICE OFFICER	1.00
	PD04N0630-046	POLICE OFFICER	1.00
	PD04N0630-047	POLICE OFFICER	1.00
	PD05N0629-003	POLICE TRAINEE	1.00
	PD05N0629-004	POLICE TRAINEE	1.00
-	Home department : 001-4222 (Count: 13)		
	CP03N0166-001	EVIDENCE TECHNICIAN	1.00
	CP03N0167-001	SENIOR EVIDENCE TECHNICIAN	1.00
	CP05N0162-001	PROPERTY ROOM ASSISTANT	1.00
	CP05N0165-001	COMMUNITY SERVICE OFFICER	1.00
	MP02E0621-001	POLICE CAPTAIN	1.00
	MP03E0633-007	POLICE SERGEANT	1.00
	PD04N0615-001	POLICE CORPORAL	1.00
	PD04N0615-005	POLICE CORPORAL	1.00
	PD04N0615-007	POLICE CORPORAL	1.00
	PD04N0615-008	POLICE CORPORAL	1.00
	PD04N0615-012	POLICE CORPORAL	1.00
	PD04N0630-009	POLICE OFFICER	1.00
	PD04N0630-044	POLICE OFFICER	1.00
-	Home department : 001-4224 (Count: 29)		

Position number	Title	FTE
CP05N0165-002	COMMUNITY SERVICE OFFICER	1.00
CP06N0731-003	PUBLIC SAFETY DISPATCHER II	1.00
CP06N0731-004	PUBLIC SAFETY DISPATCHER II	1.00
MP03E0633-003	POLICE SERGEANT	1.00
MP03E0633-010	POLICE SERGEANT	1.00
PD04N0615-002	POLICE CORPORAL	1.00
PD04N0615-010	POLICE CORPORAL	1.00
PD04N0630-004	POLICE OFFICER	1.00
PD04N0630-007	POLICE OFFICER	1.00
PD04N0630-008	POLICE OFFICER	1.00
PD04N0630-010	POLICE OFFICER	1.00
PD04N0630-012	POLICE OFFICER	1.00
PD04N0630-013	POLICE OFFICER	1.00
PD04N0630-016	POLICE OFFICER	1.00
PD04N0630-017	POLICE OFFICER	1.00
PD04N0630-018	POLICE OFFICER	1.00
PD04N0630-020	POLICE OFFICER	1.00
PD04N0630-025	POLICE OFFICER	1.00
PD04N0630-029	POLICE OFFICER	1.00
PD04N0630-031	POLICE OFFICER	1.00
PD04N0630-034	POLICE OFFICER	1.00
PD04N0630-036	POLICE OFFICER	1.00
PD04N0630-037	POLICE OFFICER	1.00
PD04N0630-038	POLICE OFFICER	1.00
PD04N0630-041	POLICE OFFICER	1.00
PD04N0630-042	POLICE OFFICER	1.00
PD04N0630-049	POLICE OFFICER	1.00
PD04N0630-050	POLICE OFFICER	1.00
PD05N0629-002	POLICE TRAINEE	1.00
- Home department : 001-4230 (Count: 33)		
CP03N0375-001	FIRE INSPECTOR I	1.00
CP06N0030-002	ADMINISTRATIVE ASSISTANT	1.00
FD03N0365-001	FIRE ENGINEER	1.00
FD03N0365-002	FIRE ENGINEER	1.00
FD03N0365-003	FIRE ENGINEER	1.00
FD03N0365-005	FIRE ENGINEER	1.00
FD03N0365-007	FIRE ENGINEER	1.00
FD03N0365-008	FIRE ENGINEER	1.00
FD03N0365-009	FIRE ENGINEER	1.00
FD03N0365-010	FIRE ENGINEER	1.00
FD03N0365-012	FIRE ENGINEER	1.00
FD03N0365-013	FIRE ENGINEER	1.00
FD04N0371-002	FIRE FIGHTER/PARAMEDIC	1.00

Position number	Title	FTE
FD04N0371-004	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-005	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-009	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-011	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-013	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-015	FIRE FIGHTER/PARAMEDIC	1.00
M202E0300-001	FIRE CAPTAIN	1.00
M202E0300-002	FIRE CAPTAIN	1.00
M202E0300-003	FIRE CAPTAIN	1.00
M202E0300-004	FIRE CAPTAIN	1.00
M202E0300-005	FIRE CAPTAIN	1.00
M202E0300-007	FIRE CAPTAIN	1.00
M202E0300-010	FIRE CAPTAIN	1.00
M202E0300-011	FIRE CAPTAIN	1.00
M202E0300-012	FIRE CAPTAIN	1.00
MF01E0315-001	FIRE CHIEF	1.00
MM02E0360-001	FIRE DIVISION CHIEF	1.00
MM02E0360-002	FIRE DIVISION CHIEF	1.00
MM02E0360-003	FIRE DIVISION CHIEF	1.00
MM02E0362-001	FIRE MARSHAL	1.00
- Home department : 001-4231 (Count: 10)		
FD03N0365-006	FIRE ENGINEER	1.00
FD03N0365-011	FIRE ENGINEER	1.00
FD04N0371-001	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-003	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-006	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-008	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-014	FIRE FIGHTER/PARAMEDIC	1.00
M202E0300-006	FIRE CAPTAIN	1.00
M202E0300-008	FIRE CAPTAIN	1.00
M202E0300-009	FIRE CAPTAIN	1.00
- Home department : 001-4320 (Count: 11)		
MM03E0795-002	STREET MANAGER	1.00
NM07N0777-001	SIGNAL LIGHT TECHNICIAN	1.00
NM07N0779-001	SIGNAL LIGHT ASSISTANT	1.00
NM07N0791-001	STREET MAINTENANCE CREW LEADER	1.00
NM07N0791-002	STREET MAINTENANCE CREW LEADER	1.00
NM07N0800-001	STREET SUPERVISOR	1.00
NM08N0792-001	STREET MAINTENANCE WORKER I	1.00
NM08N0792-002	STREET MAINTENANCE WORKER I	1.00
NM08N0792-003	STREET MAINTENANCE WORKER I	1.00
NM08N0793-002	STREET MAINTENANCE WORKER II	1.00
NM08N0793-005	STREET MAINTENANCE WORKER II	1.00

Position number		Title	FTE
-	Home department : 001-4322 (Count: 1)		
	NM08N0795-002	GRAFFITI REMOVAL OPERATOR	1.00
-	Home department : 001-4400 (Count: 3)		
	CP06N0025-001	SR. ADMINISTRATIVE ASSISTANT	1.00
	CP06N0235-006	DEPARTMENT ASSISTANT II	1.00
	MM01E0696-001	COMMUNITY SERVICES DIRECTOR	1.00
-	Home department : 001-4410 (Count: 13)		
	MM03E0561-002	PARKS MANAGER	1.00
	NM03N0564-001	LANDSCAPE MAINTENANCE TECH	1.00
	NM08N0535-001	PARKS MAINTENANCE TECHNICIAN	1.00
	NM08N0535-002	PARKS MAINTENANCE TECHNICIAN	1.00
	NM08N0550-001	PARKS MAINTENANCE WORKER II	1.00
	NM08N0550-002	PARKS MAINTENANCE WORKER II	1.00
	NM08N0550-003	PARKS MAINTENANCE WORKER II	1.00
	NM08N0550-004	PARKS MAINTENANCE WORKER II	1.00
	NM08N0550-005	PARKS MAINTENANCE WORKER II	1.00
	NM08N0550-006	PARKS MAINTENANCE WORKER II	1.00
	NM08N0550-007	PARKS MAINTENANCE WORKER II	1.00
	NM08N0550-008	PARKS MAINTENANCE WORKER II	1.00
	NM08N0565-001	PARKS MAINTENANCE SUPERVISOR	1.00
-	Home department : 001-4420 (Count: 3)		
	MM01E0693-001	RECREATION MANAGER	1.00
	MM03E0685-001	RECREATION SUPERVISOR	1.00
	MM03E0685-003	RECREATION SUPERVISOR	1.00
-	Home department : 001-4451 (Count: 10)		
	CP05N0445-002	LIBRARY ASSISTANT	1.00
	CP05N0445-003	LIBRARY ASSISTANT	1.00
	CP05N0445-005	LIBRARY ASSISTANT	1.00
	CP05N0445-006	LIBRARY ASSISTANT	1.00
	CP05N0740-001	SENIOR LIBRARY ASSISTANT	1.00
	CP05N0740-002	SENIOR LIBRARY ASSISTANT	1.00
	MM01E0484-001	LIBRARY MANAGER	1.00
	MM02E0435-001	LIBRARIAN	1.00
	MM02E0435-002	LIBRARIAN	1.00
	MM02E0435-003	LIBRARIAN	1.00
-	Home department : 004-4510 (Count: 12)		
	CP06N0231-001	DEPARTMENT ASSISTANT I/RPT	0.50
	MM01E0647-001	GENERAL SERVICES MANAGER	1.00
	NM06N0570-002	PARTS AND INVENTORY CLERK	1.00
	NM07N0381-001	FLEET MAINTENANCE SUPERVISOR	1.00
	NM07N0382-001	MECHANIC I	1.00
	NM07N0495-001	MECHANIC II	1.00
	NM07N0495-002	MECHANIC II	1.00

	Position number	Title	FTE
	NM07N0495-003	MECHANIC II	1.00
	NM07N0495-004	MECHANIC II	1.00
	NM07N0495-005	MECHANIC II	1.00
	NM07N0495-006	MECHANIC II	1.00
	NM07N0569-001	SHOP AND PARTS SPECIALIST	1.00
-	Home department : 007-4450 (Count: 2)		
	CP06N0229-001	COMMUNITY SERVICES ASST	1.00
	MM02E0755-001	SENIOR SERVICES ADMINISTRATOR	1.00
-	Home department : 008-4610 (Count: 5)		
	CP06N0025-004	SR ADMINISTRATIVE ASSISTANT	1.00
	CP06N0230-003	DEPARTMENT ASSISTANT I	1.00
	MM01E0750-001	SENIOR PLANNER	1.00
	MM01E0752-001	PRINCIPAL PLANNER	1.00
	MM02E0721-001	HOUSING & GRANTS SPECIALIST	1.00
-	Home department : 008-4620 (Count: 6)		
	CP03N0120-001	BUILDING INSPECTOR I	1.00
	CP03N0120-002	BUILDING INSPECTOR I	1.00
	CP03N0121-001	BUILDING INSPECTOR II	1.00
	CP03N0580-001	PLANS EXAMINER	1.00
	CP03N0596-001	PERMIT TECHNICIAN	1.00
	MM01E0134-001	CHIEF BUILDING OFFICIAL	1.00
-	Home department : 008-4630 (Count: 8)		
	CP03N0140-001	CHIEF OF SURVEY PARTY	1.00
	CP03N0245-001	ENGINEERING ASSISTANT	1.00
	CP03N0245-002	ENGINEERING ASSISTANT	1.00
	CP03N0245-003	ENGINEERING ASSISTANT	1.00
	CP03N0660-001	PUBLIC WORKS INSPECTOR	1.00
	CP03N0660-002	PUBLIC WORKS INSPECTOR	1.00
	MM01E0651-001	CITY ENGINEER	1.00
	MM02E0156-001	SENIOR CIVIL ENGINEER	1.00
-	Home department : 010-4610 (Count: 19)		
	CP03N0925-001	WATER CONSERVATION OFFICER	1.00
	MM01E0650-001	PUBLIC WORKS DIRECTOR	1.00
	MM03E0917-001	WATER & WW COLL UTILITY MGR	1.00
	NM0070965-001	WATER UTILITY SUPERVISOR	1.00
	NM03N0919-001	WATER QUALITY SPECIALIST	1.00
	NM05N0920-002	WATER TREATMENT TECHNICIAN	1.00
	NM08N0500-001	METER READER	1.00
	NM08N0500-002	METER READER	1.00
	NM08N0920-001	WATER TREATMENT TECHNICIAN	1.00
	NM08N0935-002	WATER UTILITY CREW LEADER	1.00
	NM08N0935-003	WATER UTILITY CREW LEADER	1.00
	NM08N0945-001	WATER UTILITY MAINT. WORKER I	1.00

	Position number	Title	FTE
	NM08N0945-002	WATER UTILITY MAINT. WORKER I	1.00
	NM08N0945-003	WATER UTILITY MAINT. WORKER I	1.00
	NM08N0945-004	WATER UTILITY MAINT. WORKER I	1.00
	NM08N0945-005	WATER UTILITY MAINT. WORKER I	1.00
	NM08N0950-001	WATER UTILITY MAINT. WORKER II	1.00
	NM08N0950-002	WATER UTILITY MAINT. WORKER II	1.00
	NM08N0950-005	WATER UTILITY MAINT. WORKER II	1.00
-	Home department : 012-4710 (Count: 23)		
	CP06N0025-003	SR. ADMINISTRATIVE ASSISTANT	1.00
	CP06N0230-001	DEPARTMENT ASSISTANT I	1.00
	CP06N0230-002	DEPARTMENT ASSISTANT I	1.00
	MM03E0785-002	SOLID WASTE MANAGER	1.00
	NM03N0790-001	SOLID WASTE SUPERVISOR	1.00
	NM03N0790-002	SOLID WASTE SUPERVISOR	1.00
	NM08N0775-001	SOLID WASTE MAINT CREW LEADER	1.00
	NM08N0780-001	SOLID WASTE OPERATOR	1.00
	NM08N0780-002	SOLID WASTE OPERATOR	1.00
	NM08N0780-003	SOLID WASTE OPERATOR	1.00
	NM08N0780-004	SOLID WASTE OPERATOR	1.00
	NM08N0780-005	SOLID WASTE OPERATOR	1.00
	NM08N0780-006	SOLID WASTE OPERATOR	1.00
	NM08N0780-007	SOLID WASTE OPERATOR	1.00
	NM08N0780-008	SOLID WASTE OPERATOR	1.00
	NM08N0780-009	SOLID WASTE OPERATOR	1.00
	NM08N0780-010	SOLID WASTE OPERATOR	1.00
	NM08N0780-011	SOLID WASTE OPERATOR	1.00
	NM08N0780-012	SOLID WASTE OPERATOR	1.00
	NM08N0780-013	SOLID WASTE OPERATOR	1.00
	NM08N0781-001	SOLID WASTE MAINTENANCE WORKER	1.00
	NM08N0781-002	SOLID WASTE MAINTENANCE WORKER	1.00
	NM08N0781-003	SOLID WASTE MAINTENANCE WORKER	1.00
-	Home department : 012-4711 (Count: 9)		
	NM07N0776-001	SR SOLID WASTE MAINTENANCE WKR	1.00
	NM07N0776-003	SR SOLID WASTE MAINTENANCE WKR	1.00
	NM08N0765-001	SENIOR SOLID WASTE OPERATOR	1.00
	NM08N0765-002	SENIOR SOLID WASTE OPERATOR	1.00
	NM08N0765-003	SENIOR SOLID WASTE OPERATOR	1.00
	NM08N0765-006	SENIOR SOLID WASTE OPERATOR	1.00
	NM08N0765-008	SENIOR SOLID WASTE OPERATOR	1.00
	NM08N0765-009	SENIOR SOLID WASTE OPERATOR	1.00
	NM08N0765-010	SENIOR SOLID WASTE OPERATOR	1.00
-	Home department : 012-4712 (Count: 4)		
	NM08N0782-001	SOLID WASTE OPR/ST SWEEPER	1.00

	Position number	Title	FTE
	NM08N0805-001	STREET SWEEPER OPERATOR	1.00
	NM08N0805-002	STREET SWEEPER OPERATOR	1.00
	NM08N0805-003	STREET SWEEPER OPERATOR	1.00
-	Home department : 012-4713 (Count: 3)		
	NM08N0765-004	SENIOR SOLID WASTE OPERATOR	1.00
	NM08N0765-005	SENIOR SOLID WASTE OPERATOR	1.00
	NM08N0765-007	SENIOR SOLID WASTE OPERATOR	1.00
-	Home department : 015-4651 (Count: 8)		
	MM02E0490-001	MANAGEMENT ANALYST	1.00
	NM03N0844-001	WASTEWATER COLL. MAINT. SUPV	1.00
	NM07N0865-001	WW COLL. MAINT. CREW LEADER	1.00
	NM08N0870-001	WASTEWATER COLL. MAINT. WKR I	1.00
	NM08N0870-002	WASTEWATER COLL. MAINT. WKR I	1.00
	NM08N0870-003	WASTEWATER COLL. MAINT. WKR I	1.00
	NM08N0870-004	WASTEWATER COLL. MAINT. WKR I	1.00
	NM08N0870-005	WASTEWATER COLL. MAINT. WKR I	1.00
-	Home department : 015-4652 (Count: 27)		
	CP06N0235-007	DEPARTMENT ASSISTANT II	1.00
	MM01E0105-001	ASST PUBLIC WORKS DIRECTOR	1.00
	MM03E0885-001	WW TREATMENT PLANT MANAGER	1.00
	NM03N0430-001	LABORATORY TECHNICIAN	1.00
	NM03N0432-001	LABORATORY SUPERVISOR	1.00
	NM03N0878-001	WASTEWATER ELECTRICAL TECH II	1.00
	NM03N0879-001	WW MAINTENANCE TECH CREW LDR	1.00
	NM03N0881-001	WASTEWATER MAINT TECHNICIAN II	1.00
	NM03N0900-001	WWTP OPERATOR III	1.00
	NM03N0900-002	WWTP OPERATOR III	1.00
	NM03N0900-003	WWTP OPERATOR III	1.00
	NM03N0900-004	WWTP OPERATOR III	1.00
	NM03N0915-001	WASTEWATER PLANT SUPERVISOR	1.00
	NM03N0915-002	WASTEWATER PLANT SUPERVISOR	1.00
	NM05N0405-001	ENVIRONMENTAL COMPLIANCE INSP	1.00
	NM05N0425-001	LABORATORY ASSISTANT	1.00
	NM05N0880-001	WASTEWATER MAINT. TECHNICIAN I	1.00
	NM05N0880-002	WASTEWATER MAINT. TECHNICIAN I	1.00
	NM05N0880-003	WASTEWATER MAINT. TECHNICIAN I	1.00
	NM05N0890-001	WWTP OPERATOR I	1.00
	NM05N0890-002	WWTP OPERATOR I	1.00
	NM05N0895-001	WWTP OPERATOR II	1.00
	NM05N0895-002	WWTP OPERATOR II	1.00
	NM05N0895-003	WWTP OPERATOR II	1.00
	NM05N0895-008	WWTP OPERATOR II	1.00
	NM08N0905-001	WWTP OPERATOR TRAINEE	1.00

Position number		Title	FTE
	NM08N0543-001	GROUNDS MAINTENANCE WORKER	1.00
-	Home department : 033-4225 (Count: 1)		
	PD04N0630-022	POLICE OFFICER	1.00
-	Home department : 048-4530 (Count: 10)		
	MM03E0271-001	FACILITIES MT. AIRPORT OPR MGR	1.00
	NM03N0275-001	FACILITIES MAINT. TECHNICIAN	1.00
	NM03N0275-003	FACILITIES MAINT. TECHNICIAN	1.00
	NM03N0275-004	FACILITIES MAINT. TECHNICIAN	1.00
	NM08N0190-001	CUSTODIAN	1.00
	NM08N0190-002	CUSTODIAN	1.00
	NM08N0190-003	CUSTODIAN	1.00
	NM08N0190-005	CUSTODIAN	1.00
	NM08N0190-006	CUSTODIAN	1.00
	NM08N0190-007	CUSTODIAN	1.00
-	Home department : 600-4600 (Count: 5)		
	CP02N0255-001	CONSTRUCTION COORDINATOR	1.00
	CP02N0255-002	CONSTRUCTION COORDINATOR	1.00
	MM01E0820-001	SENIOR PROJECT MANAGER	1.00
	MM02E0886-001	PROJECT MANAGER	1.00
	MM02E0886-002	PROJECT MANAGER	1.00
		TOTAL FTE (Full Time Equivalent) POSITIONS	**367.00**

CITY OF TULARE

Salary Schedule - July 4, 2020

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Accountant	3000	A	4682.22	27.0130	cler/prof
		B	4916.33	28.3635	
		C	5162.14	29.7818	
		D	5420.26	31.2707	
		E	5691.27	32.8342	
Accounting Technician I	3010	A	3722.32	21.4749	cler/prof
		B	3908.43	22.5485	
		C	4103.85	23.6761	
		D	4309.04	24.8599	
		E	4524.50	26.1027	
Accounting Technician I R/PT 1/2 Time	3010	A	1861.16	21.4749	cler/prof
		B	1954.21	22.5485	
		C	2051.93	23.6761	
		D	2154.52	24.8599	
		E	2262.23	26.1027	
Accounting Technician II	3012	A	4112.76	23.7274	cler/prof
		B	4318.41	24.9138	
		C	4534.32	26.1595	
		D	4761.04	27.4676	
		E	4999.08	28.8410	
Administrative Assistant	3020	A	3722.32	21.4749	cler/prof
		B	3908.43	22.5485	
		C	4103.85	23.6761	
		D	4309.04	24.8599	
		E	4524.50	26.1027	
Animal Services Manager	2005	A	6076.09	35.0544	mmgmt
		B	6379.89	36.8072	
		C	6698.89	38.6474	
		D	7033.94	40.5799	
		E	7385.52	42.6088	
Animal Services Officer	3030	A	3648.79	21.0507	nonmgmt
		B	3831.21	22.1033	
		C	4022.79	23.2083	
		D	4223.92	24.3688	
		E	4435.10	25.5871	
Animal Services Technician	3040	A	3471.25	20.0265	cler/prof
		B	3644.84	21.0279	
		C	3827.07	22.0793	
		D	4018.42	23.1832	
		E	4219.34	24.3424	
Assistant Finance Director	2000	A	7334.94	42.3169	mmgmt
		B	7701.69	44.4329	
		C	8086.77	46.6545	
		D	8491.12	48.9872	
		E	8915.68	51.4367	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Assistant Public Works Director	2002	A	8249.76	47.5947	mmgmt
		B	8662.25	49.9745	
		C	9095.35	52.4732	
		D	9550.14	55.0968	
		E	10027.62	57.8517	
Associate Planner	3060	A	5519.90	31.8455	cler/prof
		B	5795.91	33.4380	
		C	6085.70	35.1097	
		D	6389.96	36.8653	
		E	6709.48	38.7086	
Building Inspector I	3070	A	4195.63	24.2055	cler/prof
		B	4405.41	25.4159	
		C	4625.69	26.6868	
		D	4856.98	28.0210	
		E	5099.83	29.4220	
Building Inspector II	3080	A	4872.82	28.1122	cler/prof
		B	5116.44	29.5179	
		C	5372.27	30.9937	
		D	5640.90	32.5435	
		E	5922.93	34.1709	
Chief Building Official	2010	A	7226.04	41.6886	mmgmt
		B	7587.30	43.7735	
		C	7966.69	45.9617	
		D	8365.01	48.2598	
		E	8783.26	50.6728	
Chief Deputy City Clerk	2020	A	6284.19	36.2551	mmgmt
		B	6598.39	38.0675	
		C	6928.31	39.9709	
		D	7274.74	41.9696	
		E	7638.47	44.0680	
Chief of Survey Party	3090	A	4729.16	27.2836	cler/prof
		B	4965.62	28.6477	
		C	5213.88	30.0800	
		D	5474.60	31.5842	
		E	5748.32	33.1634	
City Engineer	1030	A	9412.39	54.3025	depthead
		B	9883.03	57.0175	
		C	10377.16	59.8684	
		D	10896.02	62.8617	
		E	11440.82	66.0048	
City Manager	1000	A	13819.44	79.7269	depthead
		B	14510.31	83.7140	
		C	15235.82	87.8990	
		D	15997.63	92.2943	
		E	16797.53	96.9090	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Code Enforcement Officer	3100	A	4872.82	28.1122	cler/prof
		B	5116.44	29.5179	
		C	5372.28	30.9937	
		D	5640.90	32.5435	
		E	5922.93	34.1709	
Code Enforcement Officer/Substandard Housing Compliance	3102	A	4872.81	28.1122	cler/prof
		B	5116.44	29.5179	
		C	5372.26	30.9937	
		D	5640.89	32.5435	
		E	5922.91	34.1709	
Community and Economic Development Director	1042	A	9412.39	54.3025	depthead
		B	9883.03	57.0176	
		C	10377.16	59.8686	
		D	10896.02	62.8618	
		E	11440.82	66.0051	
Community Service Assistant	3120	A	3368.92	19.4361	cler/prof
		B	3537.37	20.4079	
		C	3714.24	21.4284	
		D	3899.94	22.4998	
		E	4094.94	23.6248	
Community Service Officer	3110	A	3648.79	21.0507	cler/prof
		B	3831.21	22.1033	
		C	4022.79	23.2083	
		D	4223.91	24.3688	
		E	4435.10	25.5871	
Community Services Director	1044	A	9412.38	54.3025	depthead
		B	9882.99	57.0176	
		C	10377.14	59.8685	
		D	10896.01	32.8618	
		E	11440.82	66.0050	
Computer Systems Analyst	2040	A	6638.60	38.2995	mmgmt
		B	6970.53	40.2147	
		C	7319.07	42.2255	
		D	7685.03	44.3367	
		E	8069.27	46.5535	
Construction Coordinator	3123	A	5631.13	32.4873	nonmgt
		B	5912.68	34.1171	
		C	6208.32	35.8173	
		D	6518.74	37.6081	
		E	6844.67	39.4885	
Custodian	3130	A	2915.24	16.8188	nonmgt
		B	3061.00	17.6596	
		C	3214.07	18.5428	
		D	3374.76	19.4698	
		E	3543.50	20.4435	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Department Assistant I	3140	A	3049.09	17.5909	cler/prof
		B	3201.54	18.4705	
		C	3361.62	19.3940	
		D	3529.72	20.3636	
		E	3706.18	21.3818	
Department Assistant I R/PT 1/2 Time	3140	A	1524.54	17.5909	cler/prof
		B	1600.77	18.4705	
		C	1680.81	19.3940	
		D	1764.86	20.3636	
		E	1853.09	21.3818	
Department Assistant II	3142	A	3368.92	19.4361	cler/prof
		B	3537.37	20.4079	
		C	3714.24	21.4284	
		D	3899.94	22.4998	
		E	4094.94	23.6248	
Deputy City Clerk/Records Coordinator	2060	A	4682.21	27.0130	mmgmt
		B	4916.34	28.3635	
		C	5162.14	29.7818	
		D	5420.27	31.2707	
		E	5691.25	32.8342	
Deputy City Manager	1020	A	10399.72	59.9985	depthead
		B	10919.69	62.9984	
		C	11465.68	66.1483	
		D	12038.97	69.4558	
		E	12640.91	72.9286	
Engineering Assistant	3156	A	5045.94	29.1114	cler/prof
		B	5298.23	30.5668	
		C	5563.15	32.0952	
		D	5841.31	33.6997	
		E	6133.38	35.3849	
Environmental Compliance Inspector	3160	A	4112.76	23.7274	nonmgt
		B	4318.41	24.9139	
		C	4534.32	26.1595	
		D	4761.04	27.4676	
		E	4999.08	28.8410	
Evidence Technician	3170	A	4301.58	24.8168	cler/prof
		B	4516.66	26.0576	
		C	4742.49	27.3604	
		D	4979.62	28.7286	
		E	5228.60	30.1651	
Facilities Maintenance & Airport Operations Manager	2080	A	6038.38	34.8369	mmgmt
		B	6340.29	36.5786	
		C	6657.34	38.4076	
		D	6990.19	40.3278	
		E	7339.70	42.3444	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Facilities Maintenance Technician	3180	A	4112.76	23.7274	nonmgt
		B	4318.41	24.9139	
		C	4534.32	26.1595	
		D	4761.04	27.4676	
		E	4999.07	28.8410	
Finance Director/Treasurer	1050	A	10353.62	59.7326	depthead
		B	10871.31	62.7193	
		C	11414.88	65.8555	
		D	11985.62	69.1482	
		E	12584.88	72.6056	
Fire Captain	4010	A	6524.29	37.6400	mfire24
		B	6850.50	39.5220	
		C	7193.01	41.4981	
		D	7552.66	43.5731	
		E	7930.32	45.7519	
Fire Chief	1060	A	10974.29	63.3134	depthead
		B	11523.02	66.4790	
		C	12099.17	69.8029	
		D	12704.12	73.2931	
		E	13339.34	76.9580	
Fire Division Chief	4000	A	9022.48	52.0531	mfire24
		B	9473.63	54.6558	
		C	9947.31	57.3885	
		D	10444.68	60.2579	
		E	10966.90	63.2707	
Fire Engineer	4020	A	5291.25	30.5264	fire
		B	5555.81	32.0527	
		C	5833.59	33.6553	
		D	6125.28	35.3382	
		E	6431.54	37.1051	
Fire Inspector I	3190	A	4195.63	24.2055	cler/prof
		B	4405.41	25.4160	
		C	4625.70	26.6868	
		D	4856.97	28.0210	
		E	5099.83	29.4220	
Fire Inspector II	3192	A	4635.75	26.7447	cler/prof
		B	4867.53	28.0820	
		C	5110.91	29.4860	
		D	5366.44	30.9602	
		E	5634.77	32.5085	
Fire Marshall	2092	A	6076.09	35.0544	mmgt
		B	6379.89	36.8072	
		C	6698.89	38.6474	
		D	7033.93	40.5804	
		E	7385.52	42.6089	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Firefighter/Paramedic	4030	A	5033.81	29.0413	fire
		B	5285.51	30.4933	
		C	5549.79	32.0179	
		D	5827.26	33.6189	
		E	6118.63	35.2999	
Fleet Maintenance Supervisor	3202	A	5122.57	29.5533	nonmgt
		B	5378.71	31.0309	
		C	5647.63	32.5826	
		D	5930.01	34.2116	
		E	6226.51	35.9223	
General Services Manager	2094	A	6638.60	38.2997	mmgmt
		B	6970.53	40.2146	
		C	7319.05	42.2254	
		D	7685.01	44.3367	
		E	8069.27	46.5535	
Graffiti Removal Operator	3210	A	3558.92	20.5323	nonmgt
		B	3736.86	21.5588	
		C	3923.70	22.6368	
		D	4119.90	23.7687	
		E	4325.88	24.9571	
Grounds Maintenance Worker	3215	A	3205.01	18.4906	nonmgt
		B	3365.28	19.4151	
		C	3533.53	20.3857	
		D	3710.21	21.4051	
		E	3895.73	22.4754	
Housing and Grants Specialist	2095	A	5096.53	29.4032	mmgmt
		B	5351.35	30.8734	
		C	5618.93	32.4169	
		D	5899.88	34.0378	
		E	6194.88	35.7397	
Human Resources Analyst	2100	A	4544.17	26.2166	mmgmt
		B	4771.38	27.5273	
		C	5009.97	28.9035	
		D	5260.45	30.3488	
		E	5523.48	31.8662	
Human Resources Director	1065	A	9506.76	54.8466	depthead
		B	9982.10	57.5890	
		C	10481.19	60.4685	
		D	11005.27	63.4919	
		E	11555.52	66.6666	
Information Technology Manager	2110	A	7334.94	42.3172	mmgmt
		B	7701.69	44.4330	
		C	8086.77	46.6547	
		D	8491.12	48.9873	
		E	8915.68	51.4367	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Kennel Technician	3220	A	2843.44	16.4046	nonmgt
		B	2985.62	17.2248	
		C	3134.91	18.0860	
		D	3291.64	18.9905	
		E	3456.23	19.9398	
Laboratory Assistant	3240	A	3018.82	17.4163	nonmgt
		B	3169.76	18.2872	
		C	3329.27	19.2014	
		D	3494.66	20.1617	
		E	3669.41	21.1697	
Laboratory Supervisor	3245	A	4410.21	25.4435	nonmgt
		B	4630.72	26.7156	
		C	4862.23	28.0513	
		D	5105.37	29.4541	
		E	5360.63	30.9267	
Laboratory Technician	3250	A	3991.53	23.0281	nonmgt
		B	4191.09	24.1793	
		C	4400.64	25.3882	
		D	4620.67	26.6578	
		E	4851.70	27.9905	
Landscape Maintenance Technician	3265	A	3893.20	22.4608	nonmgt
		B	4087.85	23.5838	
		C	4292.25	24.7629	
		D	4506.87	26.0012	
		E	4732.21	27.3014	
Librarian	2120	A	4521.57	26.0860	mmgmt
		B	4747.64	27.3902	
		C	4985.03	28.7598	
		D	5234.27	30.1978	
		E	5495.98	31.7077	
Library Assistant	3270	A	3049.09	17.5909	cler/prof
		B	3201.54	18.4705	
		C	3361.62	19.3940	
		D	3529.72	20.3636	
		E	3706.18	21.3818	
Library Manager	2130	A	6638.60	38.2995	mmgmt
		B	6970.53	40.2147	
		C	7319.07	42.2255	
		D	7685.03	44.3367	
		E	8069.27	46.5535	
Management Analyst	2140	A	5096.53	29.4030	mmgmt
		B	5351.35	30.8734	
		C	5618.92	32.4169	
		D	5899.87	34.0376	
		E	6194.87	35.7397	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Mechanic I	3280	A	3198.08	18.3987	nonmgt
		B	3348.53	19.3184	
		C	3515.96	20.2844	
		D	3691.75	21.2986	
		E	3876.33	22.3636	
Mechanic II	3282	A	4112.76	23.7274	nonmgt
		B	4318.41	24.9139	
		C	4534.32	26.1595	
		D	4761.04	27.4676	
		E	4999.08	28.8410	
Meter Reader	3290	A	3126.09	18.0351	nonmgt
		B	3282.38	18.9368	
		C	3446.51	19.8838	
		D	3618.84	20.8778	
		E	3799.78	21.9217	
Parks Maintenance Supervisor	3320	A	4410.20	25.4435	nonmgt
		B	4630.72	26.7156	
		C	4862.23	28.0513	
		D	5105.37	29.4541	
		E	5360.63	30.9267	
Parks Maintenance Technician	3330	A	3893.20	22.4608	nonmgt
		B	4087.85	23.5838	
		C	4292.25	24.7629	
		D	4506.87	26.0012	
		E	4732.21	27.3014	
Parks Maintenance Worker I	3340	A	3205.01	18.4906	nonmgt
		B	3365.28	19.4151	
		C	3533.53	20.3857	
		D	3710.21	21.4051	
		E	3895.73	22.4754	
Parks Maintenance Worker II	3342	A	3541.21	20.4302	nonmgt
		B	3718.26	21.4515	
		C	3904.18	22.5242	
		D	4099.39	23.6504	
		E	4304.37	24.8328	
Parks Manager	2150	A	5744.62	33.1420	mmgmt
		B	6031.82	34.7991	
		C	6333.40	36.5390	
		D	6650.09	38.3660	
		E	6982.61	40.2843	
Parts and Inventory Clerk	3350	A	3049.09	17.5909	nonmgt
		B	3201.54	18.4705	
		C	3361.62	19.3940	
		D	3529.72	20.3636	
		E	3706.18	21.3818	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Payroll Specialist	3360	A	4544.18	26.2165	cler/prof
		B	4771.39	27.5273	conf
		C	5009.97	28.9036	
		D	5260.45	30.3488	
		E	5523.48	31.8661	
Permit Technician	3370	A	3873.84	22.3489	cler/prof
		B	4067.53	23.4666	
		C	4270.90	24.6387	
		D	4484.45	25.8717	
		E	4708.66	27.1655	
Plans Examiner	3380	A	5045.94	29.1114	cler/prof
		B	5298.23	30.5668	
		C	5563.15	32.0952	
		D	5841.31	33.6997	
		E	6133.38	35.3849	
Police Analyst	2048	A	5349.57	30.8630	mmgmt
		B	5617.04	32.4062	
		C	5897.89	34.0264	
		D	6192.81	35.7276	
		E	6502.44	37.5141	
Police Captain	5000	A	9157.38	52.8313	mpolice
		B	9615.27	55.4729	
		C	10096.05	58.2465	
		D	10600.83	61.1588	
		E	11130.86	64.2167	
Police Chief	1080	A	11151.83	64.3390	depthead
		B	11709.42	67.5560	
		C	12294.91	70.9339	
		D	12909.64	74.4805	
		E	13555.14	78.2044	
Police Corporal	5030	A	6109.28	35.2458	police
		B	6414.73	37.0083	
		C	6735.49	38.8585	
		D	7072.25	40.8016	
		E	7425.86	42.8414	
Police Lieutenant	5010	A	8288.02	47.8154	mpolice
		B	8702.41	50.2062	
		C	9137.54	52.7166	
		D	9594.42	55.3524	
		E	10074.12	58.1199	
Police Officer	5040	A	5529.26	31.8997	police
		B	5805.74	33.4946	
		C	6096.03	35.1695	
		D	6400.83	36.9280	
		E	6720.87	38.7742	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Police Officer Trainee	3390	A	4237.70	24.4484	cler/prof
		B	4449.58	25.6708	
		C	4672.06	26.9542	
		D	4905.67	28.3020	
		E	5150.96	29.7171	
Police Receptionist	3400	A	2260.51	13.0413	cler/prof
		B	2372.54	13.6935	
		C	2492.21	14.3782	
		D	2616.81	15.0970	
		E	2747.67	15.8519	
Police Records Manager	2172	A	5349.57	30.8630	mmgmt
		B	5617.04	32.4062	
		C	5897.89	34.0264	
		D	6192.81	35.7276	
		E	6502.44	37.5141	
Police Records Specialist	3410	A	3506.07	20.2275	cler/prof
		B	3681.37	21.2388	
		C	3865.44	22.3006	
		D	4058.70	23.4156	
		E	4261.64	24.5865	
Police Sergeant	5020	A			mpolice
		B			
		C			
		D			
		E			
Principal Planner	2160	A	7710.05	44.4811	mmgmt
		B	8095.55	46.7051	
		C	8500.35	49.0404	
		D	8925.37	51.4926	
		E	9371.62	54.0672	
Project Manager	2164	A	7710.05	44.4811	mmgmt
		B	8095.55	46.7051	
		C	8500.35	49.0404	
		D	8925.37	51.4926	
		E	9371.62	54.0672	
Property Room Assistant	3425	A	3018.83	17.4163	cler/prof
		B	3169.76	18.2872	
		C	3328.25	19.2014	
		D	3494.66	20.1617	
		E	3669.41	21.1697	
Public Safety Dispatcher I	3430	A	3648.79	21.0507	cler/prof
		B	3831.21	22.1033	
		C	4022.79	23.2083	
		D	4223.91	24.3689	
		E	4435.10	25.4871	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Public Safety Dispatcher II	3432	A	4011.48	23.1431	cler/prof
		B	4212.04	24.3002	
		C	4422.65	25.5154	
		D	4643.79	26.7910	
		E	4875.97	28.1305	
Public Works Director	1090	A	10685.26	61.6455	depthead
		B	11219.50	64.7282	
		C	11780.49	67.9646	
		D	12369.51	71.3627	
		E	12987.98	74.9309	
Public Works Inspector	3440	A	5519.90	31.8455	cler/prof
		B	5795.91	33.4380	
		C	6085.70	35.1097	
		D	6389.96	36.8653	
		E	6709.48	38.7086	
Recreation Manager	2178	A	6135.61	36.4361	mmgmt
		B	6631.39	38.2579	
		C	6962.95	40.1709	
		D	7311.10	42.1792	
		E	7676.66	44.2885	
Recreation Supervisor	2180	A	4682.21	27.0130	mmgmt
		B	4916.35	28.3635	
		C	5162.14	29.7818	
		D	5420.27	31.2707	
		E	5691.26	32.8343	
Safety & Regulatory Compliance Analyst	2190	A	5251.34	30.2964	mmgmt
		B	5513.92	31.8109	
		C	5789.62	33.4017	
		D	6079.10	35.0717	
		E	6383.05	36.8253	
Senior Administrative Assistant	3450	A	4174.77	24.0852	cler/prof
		B	4383.50	25.2895	
		C	4602.68	26.5538	
		D	4832.80	27.8818	
		E	5074.45	29.2761	
Senior Civil Engineer	2200	A	7710.05	44.4811	mmgmt
		B	8095.55	46.7052	
		C	8500.35	49.0403	
		D	8925.37	51.4925	
		E	9371.62	54.0671	
Senior Evidence Technician	3460	A	4752.81	27.4202	cler/prof
		B	4990.44	28.7910	
		C	5239.95	30.2306	
		D	5501.95	31.7421	
		E	5777.06	33.3291	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Senior Library Assistant	3470	A	3335.48	19.2431	cler/prof
		B	3502.26	20.2053	
		C	3677.39	21.2157	
		D	3861.24	22.2765	
		E	4054.31	23.3903	
Senior Management Analyst	2210	A	5631.13	32.4873	mmgmt
		B	5912.68	34.1117	
		C	6208.31	35.8172	
		D	6518.74	37.6082	
		E	6844.67	39.4885	
Senior Planner	2215	A	6284.19	36.2551	mmgmt
		B	6598.39	38.0676	
		C	6928.31	39.9713	
		D	7274.74	41.9697	
		E	7638.47	44.0681	
Senior Project Manager	2217	A	8249.76	47.5947	mmgmt
		B	8662.25	49.9745	
		C	9095.35	52.4731	
		D	9550.14	55.0968	
		E	10027.64	57.8517	
Senior Public Safety Dispatcher	3480	A	4432.26	25.5708	cler/prof
		B	4653.86	26.8493	
		C	4886.56	28.1917	
		D	5130.90	29.6012	
		E	5387.44	31.0814	
Senior Services Administrator	2220	A	5492.44	31.6870	mmgmt
		B	5767.07	33.2717	
		C	6055.41	34.9350	
		D	6358.19	36.6818	
		E	6676.09	38.5160	
Senior Solid Waste Maintenance Worker	3500	A	3576.73	20.6349	nonmgt
		B	3755.55	21.6666	
		C	3943.32	22.7500	
		D	4140.49	23.8875	
		E	4347.52	25.0820	
Senior Solid Waste Operator	3510	A	3576.73	20.6349	nonmgt
		B	3755.55	21.6666	
		C	3943.32	22.7500	
		D	4140.50	23.8875	
		E	4347.52	25.0820	
Shop and Parts Specialist	3514	A	3700.84	21.3511	nonmgt
		B	3885.86	22.4187	
		C	4080.15	23.5395	
		D	4284.14	24.7166	
		E	4498.35	25.9524	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Signal Light Assistant	3524	A	3558.92	20.5323	nonmgt
		B	3736.86	21.5588	
		C	3923.70	22.6368	
		D	4119.90	23.7687	
		E	4325.91	24.9571	
Signal Light Technician	3520	A	4301.59	24.8168	nonmgt
		B	4516.66	26.0576	
		C	4742.49	27.3604	
		D	4979.62	28.7286	
		E	5228.60	30.1651	
Solid Waste Maintenance Crew Leader	3535	A	4112.76	23.7274	nonmgt
		B	4318.41	24.9139	
		C	4534.32	26.1595	
		D	4761.04	27.4676	
		E	4999.08	28.8410	
Solid Waste Maintenance Worker	3540	A	3221.04	18.5831	nonmgt
		B	3382.10	19.5121	
		C	3551.20	20.4877	
		D	3728.76	21.5120	
		E	3915.21	22.5876	
Solid Waste Manager	2230	A	5744.61	33.1420	mmgmt
		B	6031.82	34.7991	
		C	6333.40	36.5390	
		D	6650.09	38.3660	
		E	6982.60	40.2843	
Solid Waste Operator	3550	A	3436.81	19.8278	nonmgt
		B	3608.66	20.8193	
		C	3789.09	21.8601	
		D	3978.53	22.9530	
		E	4177.47	24.1008	
Solid Waste Operator/Street Sweeper	3560	A	3667.02	21.1558	nonmgt
		B	3850.39	22.2139	
		C	4042.89	23.3245	
		D	4245.05	24.4908	
		E	4457.30	25.7153	
Solid Waste Supervisor	3570	A	4410.21	25.4435	nonmgt
		B	4630.72	26.7156	
		C	4862.23	28.0513	
		D	5105.37	29.4541	
		E	5360.63	30.9267	
Street Maintenance Crew Leader	3590	A	4112.76	23.7274	nonmgt
		B	4318.41	24.9139	
		C	4534.32	26.1595	
		D	4761.04	27.4676	
		E	4999.08	28.8410	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Street Maintenance Worker I	3600	A	3221.04	18.5831	nonmgt
		B	3382.10	19.5121	
		C	3551.20	20.4877	
		D	3728.77	21.5120	
		E	3915.21	22.5876	
Street Maintenance Worker II	3602	A	3558.92	20.5323	nonmgt
		B	3936.86	21.5588	
		C	3923.70	22.6368	
		D	4119.90	23.7687	
		E	4325.88	24.9571	
Street Manager	2240	A	6284.18	36.2550	mmgmt
		B	6598.39	38.0675	
		C	6928.31	39.9709	
		D	7274.74	41.9696	
		E	7638.47	44.0680	
Street Supervisor	3610	A	4410.20	25.4435	nonmgt
		B	4630.72	26.7156	
		C	4862.23	28.0513	
		D	5105.37	29.4541	
		E	5360.63	30.9267	
Street Sweeper Operator	3620	A	3667.02	21.1558	nonmgt
		B	3850.39	22.2139	
		C	4042.89	23.3245	
		D	4245.05	24.4908	
		E	4457.30	25.7152	
Transit Analyst	2244	A	5096.53	29.4030	mmgmt
		B	5351.35	30.8734	
		C	5618.93	32.4169	
		D	5899.86	34.0376	
		E	6194.85	35.7396	
Transit Coordinator	3630	A	4112.76	23.7274	cler/prof
		B	4318.41	24.9139	
		C	4534.32	26.1595	
		D	4761.04	27.4676	
		E	4999.08	28.8410	
Veterinary Technician	3635	A	3648.78	21.0507	cler/prof
		B	3831.23	22.1033	
		C	4022.79	23.2083	
		D	4223.91	24.3688	
		E	4435.10	25.5871	
Wastewater Collection Maintenance Crew Leader	3640	A	4302.06	24.8194	nonmgt
		B	4517.16	26.0604	
		C	4743.03	27.3632	
		D	4980.16	28.7316	
		E	5229.16	30.1681	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Wastewater Collection Maintenance Supervisor	3650	A	5659.29	32.6498	nonmgt
		B	5942.23	34.2822	
		C	6239.35	35.9963	
		D	6551.34	37.7962	
		E	6878.90	39.6860	
Wastewater Collection Maintenance Worker I	3660	A	3385.78	19.5333	nonmgt
		B	3555.06	20.5099	
		C	3732.80	21.5356	
		D	3919.45	22.6123	
		E	4115.43	23.7429	
Wastewater Collection Maintenance Worker II	3662	A	3740.93	21.5823	nonmgt
		B	3927.97	22.6612	
		C	4124.36	23.7947	
		D	4330.58	24.9841	
		E	4547.11	26.2333	
Wastewater Electrical Technician I	3664	A	4011.48	23.1432	nonmgt
		B	4212.05	24.3003	
		C	4422.65	25.5154	
		D	4343.77	26.7911	
		E	4875.98	28.1307	
Wastewater Electrical Technician II	3666	A	4256.71	24.5578	nonmgt
		B	4469.56	25.7860	
		C	4693.03	27.0751	
		D	4927.68	28.4289	
		E	5174.07	29.8504	
Wastewater Maintenance Technician Crew Leader	3676	A	4729.68	27.2865	nonmgt
		B	4966.17	28.6509	
		C	5214.49	30.0835	
		D	5475.20	31.5876	
		E	5748.96	33.1670	
Wastewater Maintenance Technician I	3670	A	4011.48	23.1431	nonmgt
		B	4212.04	24.3002	
		C	4422.65	25.5154	
		D	4643.78	26.7910	
		E	4875.97	28.1305	
Wastewater Maintenance Technician II	3672	A	4112.76	23.7274	nonmgt
		B	4318.41	24.9139	
		C	4534.32	26.1595	
		D	4761.04	27.4676	
		E	4999.08	28.8410	
Wastewater Treatment Plant Manager	2260	A	6638.60	38.2995	mmgmt
		B	6970.53	40.2147	
		C	7319.07	42.2255	
		D	7685.03	44.3367	
		E	8069.27	46.5535	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Wastewater Treatment Plant Operator I	3682	A	3722.32	21.4749	nonmgt
		B	3908.43	22.5485	
		C	4103.85	23.6761	
		D	4309.04	24.8599	
		E	4524.50	26.1027	
Wastewater Treatment Plant Operator II	3684	A	4112.76	23.7274	nonmgt
		B	4318.41	24.9139	
		C	4534.32	26.1595	
		D	4761.04	27.4676	
		E	4999.08	48.8410	
Wastewater Treatment Plant Operator III	3686	A	5020.84	28.9663	nonmgt
		B	5271.88	30.4147	
		C	5535.47	31.9355	
		D	5812.25	33.5322	
		E	6102.87	35.2089	
Wastewater Treatment Plant Operator Trainee	3680	A	3205.01	18.4906	nonmgt
		B	3365.28	19.4151	
		C	3533.53	20.3857	
		D	3710.21	21.4051	
		E	3895.73	22.4754	
Wastewater Treatment Plant Supervisor	3678	A	5705.83	32.9184	nonmgt
		B	5991.11	34.5642	
		C	6290.67	36.2923	
		D	6605.19	38.1069	
		E	6935.47	40.0124	
Water Conservation Officer	3695	A	3648.79	21.0507	nonmgmt
		B	3831.21	22.1033	
		C	4022.79	23.2083	
		D	4223.91	24.3688	
		E	4435.10	25.5871	
Water Quality Specialist	3698	A	4777.27	27.5612	nonmgmt
		B	5016.14	28.9392	
		C	5266.94	30.3862	
		D	5530.29	31.9055	
		E	5806.81	33.5008	
Water & Wastewater Collection Utility Manager	2270	A	6319.05	36.4561	mmgmt
		B	6635.03	38.2790	
		C	6966.78	40.1930	
		D	7315.11	42.2026	
		E	7680.87	44.3127	
Water Treatment Technician	3700	A	4410.21	25.4435	nonmgt
		B	4630.72	26.7156	
		C	4862.23	28.0513	
		D	5105.37	29.4541	
		E	5360.63	30.9267	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Water Utility Maintenance Crew Leader	3710	A	4410.20	25.4435	nonmgt
		B	4630.72	26.7156	
		C	4862.23	28.0513	
		D	5105.37	29.4541	
		E	5360.63	30.9267	
Water Utility Maintenance Worker I	3720	A	3436.81	19.8278	nonmgt
		B	3608.66	20.8193	
		C	3789.09	21.8601	
		D	3978.53	22.9530	
		E	4177.47	24.1008	
Water Utility Maintenance Worker II	3722	A	3797.32	21.9076	nonmgt
		B	3987.17	23.0030	
		C	4186.53	24.1530	
		D	4395.86	25.3609	
		E	4615.66	26.6289	
Water Utility Supervisor	3730	A	4872.82	28.1122	nonmgt
		B	5116.44	29.5179	
		C	5372.28	30.9937	
		D	5640.90	32.5435	
		E	5922.93	34.1709	
Tulare City Council Member	ccm				council
* $5.00 per meeting to a maximum of $300 per year as outlined in City Charter					

7/4/2020 Council Approved Salary Increases
2% for CLOCEA, Fire Association Groups, Misc. Mid-Managers, and Department Heads; 2.5% for Tulare Police Officers Group; .5% for Police Supv/Mgrs; Eliminate Office Assistant Classification; Add Grounds Maintenance Worker Classification

6/16/2020 Council Approved Salary Increases
2% Retro for 2018/19 and 2% for 2019/20 for Tulare Police Officers Group

12/4/2019 Title Change: Crime Analyst to Police Anaylst - no change in salary. Change General Services Director to General Services Manager, per council action 10/22/19) reduction in salary range; eliminate Fire Inspector III classification.

10/22/2019 Council Approved DH Reorganization
Delete General Services Director classification 11/22/19; delete Community Dev Deputy Director classification; Change salary range for Community & Economic Development Director classification; Add Deputy City Manager position; add General Services Manager classification 11/22/19; change City Engineer to DH Classification. approved by resolution 19-46

CLASSIFICATION	Code	Step	Monthly	Hourly	Group

10/1/2019 Council Approved Salary Increases

Firefighters Association Groups: 2% effective retro 7/6/2019

7/16/2019 Council Approved Salary Increases

Police Management: 2% effective retro 7/6/2019

7/6/2019 Council Approved Salary Increases

Miscellaneous Mid-Managers and Department Heads: 2%

7/6/2019 Council Approved Salary Increases

Miscellaneous employees (CLOCEA): 2%

5/21/2019 Council Approved Salary Increases

Miscellaneous employees (CLOCEA): 2% (Retro to 7/7/18)

2/19/2019 Council Approved Salary Increases

Miscellaneous Mid-Mgrs, Dept Heads: 2%

Police Sup/Mgt: 2%

1/6/2018 Council Approved Salary Increases

Miscellaneous 2.5%, CLOCEA, Mid-Mgrs, Dept Heads

Fire 4.75%

POU 5.75%

Police Sup/Mgt 4.75%

6/23/2018 Council Approved Salary Increases

Fire 2%

Classification	Code	Step	Monthly	Hourly
Accountant	3000	A	4138.99	23.8788
Accountant	3000	B	4345.94	25.0727
Accountant	3000	C	4563.23	26.3264
Accountant	3000	D	4791.39	27.6427
Accountant	3000	E	5030.96	29.0248
Accounting Technician I	3010	A	3290.45	18.9834
Accounting Technician I	3010	B	3454.97	19.9325
Accounting Technician I	3010	C	3627.72	20.9292
Accounting Technician I	3010	D	3809.11	21.9756
Accounting Technician I	3010	E	3999.56	23.0743
Accounting Technician I R/PT 1/2 Time	3010	A	1645.23	18.9834
		B	1727.48	19.9325
		C	1813.86	20.9292
		D	1904.55	21.9756
		E	1999.77	23.0743
Accounting Technician II	3012	A	3635.60	20.9746
		B	3817.38	22.0234
		C	4008.25	23.1245
		D	4208.66	24.2808
		E	4419.09	25.4948
Administrative Assistant	3020	A	3290.45	18.9834
		B	3454.97	19.9325
		C	3627.72	20.9292
		D	3809.11	21.9756
		E	3999.56	23.0743
Animal Services Manager	2005	A	5371.14	30.9873
		B	5639.69	32.5367
		C	5921.68	34.1635
		D	6217.76	35.8717
		E	6528.65	37.6653
Animal Services Officer	3030	A	3225.45	18.6084
		B	3386.72	19.5388
		C	3556.06	20.5157
		D	3733.86	21.5415
		E	3920.55	22.6185
Animal Services Technician	3040	A	3068.52	17.7030
		B	3221.96	18.5883
		C	3383.05	19.5177
		D	3552.20	20.4935
		E	3729.81	21.5182
Associate Engineer	3050	A	5258.53	30.3377
		B	5521.46	31.8546
		C	5797.53	33.4473
		D	6087.41	35.1197
		E	6391.78	36.8757
Building Inspector I	3070	A	3708.85	21.3972
		B	3894.30	22.4671
		C	4089.02	23.5905
		D	4293.47	24.7700
		E	4508.14	26.0085
Building Inspector II	3080	A	4307.47	24.8507
		B	4522.84	26.0933

		C	4748.98	27.3979
		D	4986.43	28.7678
		E	5235.75	30.2063
Chief Building Official	2010	A	6387.66	36.8518
		B	6707.03	38.6948
		C	7042.39	40.6292
		D	7394.50	42.6607
		E	7764.23	44.7937
Chief Deputy City Clerk	2020	A	5555.10	32.0487
		B	5832.85	33.6510
		C	6124.48	35.3335
		D	6430.72	37.1003
		E	6752.25	38.9553
Chief of Survey Party	3090	A	4180.48	24.1181
		B	4389.50	25.3240
		C	4608.97	26.5902
		D	4839.42	27.9198
		E	5081.39	29.3158
City Engineer	2024	A	7497.09	43.2525
		B	7871.94	45.4151
		C	8265.54	47.6859
		D	8678.82	50.0702
		E	9112.76	52.5736
City Manager	1000	A	12216.10	70.4769
		B	12826.81	74.0014
		C	13468.16	77.7010
		D	14141.58	81.5863
		E	14848.67	85.6656
Code Enforcement Officer	3100	A	4307.47	24.8507
		B	4522.84	26.0933
		C	4748.99	27.3979
		D	4986.43	28.7678
		E	5235.75	30.2063
Code Enforcement Officer/Substandard Housing Compliance	3102	A	4307.46	24.8507
		B	4522.84	26.0933
		C	4748.97	27.3979
		D	4986.42	28.7678
		E	5235.73	30.2063
Community Development Deputy Director	2030	A	8320.36	48.0022
		B	8736.38	50.4023
		C	9173.21	52.9226
		D	9631.86	55.5686
		E	10113.45	58.3472
Community Development Director	1040	A	9193.13	53.0374
		B	9652.79	55.6893
		C	10135.42	58.4738
		D	10642.20	61.3975
		E	11174.31	64.4673
Community Service Assistant	3120	A	2978.06	17.1812
		B	3126.96	18.0402
		C	3283.31	18.9422
		D	3447.47	19.8893
		E	3619.85	20.8838

Community Service Officer	3110	A	3225.45	18.6084
		B	3386.72	19.5388
		C	3556.06	20.5157
		D	3733.86	21.5415
		E	3920.55	22.6185
Computer Systems Analyst	2040	A	5868.38	33.8560
		B	6161.80	35.5489
		C	6469.90	37.3264
		D	6793.40	39.1927
		E	7133.07	41.1523
Computer System Technician	3122	A	3635.60	20.9746
		B	3817.39	22.0234
		C	4008.25	23.1246
		D	4208.65	24.2807
		E	4419.10	25.4948
Cost/Budget Accounting Analyst R/PT 4/5 Time	3124	A	3713.67	26.7813
		B	3899.35	28.1203
		C	4094.33	29.5264
		D	4299.03	31.0026
		E	4513.99	32.5528
Custodian	3130	A	2577.02	14.8674
		B	2705.87	15.6107
		C	2841.17	16.3914
		D	2983.22	17.2109
		E	3132.38	18.0715
Department Assistant I	3140	A	2695.33	15.5500
		B	2830.10	16.3275
		C	2971.61	17.1439
		D	3120.19	18.0011
		E	3276.19	18.9011
Department Assistant I R/PT 1/2 Time	3140	A	1347.67	15.5500
		B	1415.05	16.3275
		C	1485.80	17.1439
		D	1560.10	18.0011
		E	1638.10	18.9011
Department Assistant II	3142	A	2978.06	17.1812
		B	3126.96	18.0402
		C	3283.31	18.9422
		D	3447.47	19.8893
		E	3619.85	20.8838
Deputy City Clerk/Budget Coordinator	2060	A	4138.98	23.8788
		B	4345.94	25.0727
		C	4563.23	26.3264
		D	4791.40	27.6427
		E	5030.95	29.0248
Deputy City Manager	1020	A	9664.35	55.7559
		B	10147.56	58.5437
		C	10654.94	61.4709
		D	11187.69	64.5444
		E	11747.08	67.7717
Engineering Assistant	3156	A	4460.51	25.7338
		B	4683.53	27.0204
		C	4917.71	28.3714

		D	5163.60	29.7899
		E	5421.78	31.2795
Environmental Compliance Inspector	3160	A	3635.60	20.9746
		B	3817.38	22.0234
		C	4008.25	23.1245
		D	4208.66	24.2808
		E	4419.09	25.4948
Evidence Technician	3170	A	3802.50	21.9375
		B	3992.63	23.0344
		C	4192.26	24.1861
		D	4401.88	25.3955
		E	4621.98	26.6653
Facilities Maintenance & Airport Operations Manager	2080	A	5337.81	30.7950
		B	5604.69	32.3347
		C	5884.94	33.9515
		D	6179.18	35.6490
		E	6488.14	37.4316
Facilities Maintenance Technician	3180	A	3635.60	20.9746
		B	3817.38	22.0234
		C	4008.25	23.1245
		D	4208.66	24.2808
		E	4419.09	25.4948
Field Services Manager	2090	A	6815.53	39.3204
		B	7156.31	41.2864
		C	7514.13	43.3509
		D	7889.83	45.5183
		E	8284.32	47.7942
Finance Director/Treasurer	1050	A	9152.39	52.8024
		B	9610.02	55.4426
		C	10090.53	58.2149
		D	10595.05	61.1255
		E	11124.79	64.1819
Fire Captain	4010	A	5698.24	32.8744
		B	5983.15	34.5182
		C	6282.31	36.2441
		D	6596.42	38.0563
		E	6926.25	39.9592
Fire Chief	1060	A	9701.05	55.9678
		B	10186.12	58.7661
		C	10695.41	61.7044
		D	11230.18	64.7897
		E	11791.70	68.0292
Fire Division Chief	4000	A	7880.15	45.4626
		B	8274.17	47.7357
		C	8687.88	50.1225
		D	9122.27	52.6286
		E	9578.38	55.2600
Fire Engineer	4020	A	4621.32	26.6615
		B	4852.39	27.9945
		C	5095.01	29.3942
		D	5349.76	30.8641
		E	5617.24	32.4072
Fire Inspector I	3190	A	3708.85	21.3972

		B	3894.30	22.4671
		C	4089.02	23.5905
		D	4293.46	24.7700
		E	4508.14	26.0085
Fire Inspector II	3192	A	4097.90	23.6417
		B	4302.80	24.8239
		C	4517.94	26.0650
		D	4743.83	27.3682
		E	4981.02	28.7368
Fire Inspector III	3194	A	4482.81	25.8624
		B	4706.95	27.1556
		C	4942.30	28.5132
		D	5189.42	29.9390
		E	5448.88	31.4359
Firefighter/Paramedic	4030	A	4396.48	25.3644
		B	4616.31	26.6325
		C	4847.13	27.9642
		D	5089.48	29.3623
		E	5343.96	30.8305
Fleet Maintenance Supervisor	3202	A	4528.25	26.1245
		B	4754.66	27.4307
		C	4992.39	28.8023
		D	5242.01	30.2424
		E	5504.11	31.7545
General Services Director	1063	A	8320.35	48.0022
		B	8736.37	50.4023
		C	9173.19	52.9225
		D	9631.85	55.5686
		E	10113.45	58.3471
Graffiti Removal Operator	3210	A	3146.01	18.1501
		B	3303.31	19.0576
		C	3468.47	20.0104
		D	3641.91	21.0110
		E	3823.99	22.0615
Human Resources Analyst	2100	A	3764.77	21.7199
		B	3953.01	22.8058
		C	4150.66	23.9461
		D	4358.19	25.1434
		E	4576.11	26.4006
Human Resources Director	1065	A	8403.78	48.4833
		B	8823.97	50.9075
		C	9265.17	53.4529
		D	9728.43	56.1256
		E	10214.84	58.9318
Information Technology Manager	2110	A	6483.94	37.4075
		B	6808.14	39.2779
		C	7148.54	41.2417
		D	7505.97	43.3038
		E	7881.28	45.4689
Kennel Technician	3220	A	2513.55	14.5013
		B	2639.23	15.2264
		C	2771.19	15.9877
		D	2909.75	16.7871

		E	3055.23	17.6263
Laboratory Analyst	3230	A	3802.51	21.9375
		B	3992.63	23.0344
		C	4192.26	24.1861
		D	4401.88	25.3955
		E	4621.98	26.6653
Laboratory Assistant	3240	A	2668.58	15.3957
		B	2802.01	16.1655
		C	2942.11	16.9737
		D	3089.21	17.8225
		E	3243.68	18.7136
Laboratory Technician	3250	A	3528.42	20.3563
		B	3704.84	21.3740
		C	3890.08	22.4427
		D	4084.58	23.5649
		E	4288.81	24.7431
Librarian	2120	A	3996.97	23.0595
		B	4196.81	24.2124
		C	4406.66	25.4231
		D	4626.99	26.6942
		E	4858.34	28.0289
Library Manager	2130	A	5868.38	33.8560
		B	6161.80	35.5489
		C	6469.90	37.3264
		D	6793.40	39.1927
		E	7133.07	41.1523
Management Analyst	2140	A	4505.23	25.9917
		B	4730.49	27.2913
		C	4967.01	28.6559
		D	5215.37	30.0886
		E	5476.13	31.5932
Mechanic I	3280	A	2819.08	16.2640
		B	2960.03	17.0771
		C	3108.04	17.9311
		D	3263.43	18.8276
		E	3426.60	19.7689
Mechanic II	3282	A	3635.60	20.9746
		B	3817.38	22.0234
		C	4008.25	23.1245
		D	4208.66	24.2808
		E	4419.09	25.4948
Meter Reader	3290	A	2763.39	15.9427
		B	2901.56	16.7398
		C	3046.64	17.5768
		D	3198.98	18.4556
		E	3358.92	19.3784
Office Assistant	3294	A	1998.25	11.5283
		B	2098.16	12.1048
		C	2203.06	12.7100
		D	2313.21	13.3455
		E	2428.88	14.0127
Operations Manager	2260	A	5868.38	33.8560
		B	6161.80	35.5489

		C	6469.90	37.3264
		D	6793.40	39.1927
		E	7133.07	41.1523
Parks Maintenance Supervisor	3320	A	3898.53	22.4915
		B	4093.46	23.6161
		C	4298.12	24.7968
		D	4513.04	26.0368
		E	4738.68	27.3386
Parks Maintenance Technician	3330	A	3441.51	19.8549
		B	3613.59	20.8477
		C	3794.26	21.8899
		D	3983.98	22.9845
		E	4183.18	24.1338
Parks Maintenance Worker I	3340	A	2833.17	16.3453
		B	2974.83	17.1626
		C	3123.57	18.0206
		D	3279.75	18.9216
		E	3443.74	19.8678
Parks Maintenance Worker II	3342	A	3130.36	18.0598
		B	3286.87	18.9627
		C	3451.22	19.9109
		D	3623.78	20.9064
		E	3804.97	21.9517
Parks Manager	2150	A	5078.12	29.2969
		B	5332.01	30.7617
		C	5598.61	32.2997
		D	5878.55	33.9147
		E	6172.48	35.6105
Parts and Inventory Clerk	3350	A	2695.33	15.5500
		B	2830.10	16.3275
		C	2971.61	17.1439
		D	3120.19	18.0011
		E	3276.19	18.9011
Payroll Specialist	3360	A	4016.96	23.1748
		B	4217.81	24.3335
		C	4428.70	25.5502
		D	4650.13	26.8277
		E	4882.64	28.1690
Permit Technician	3370	A	3424.39	19.7560
		B	3595.61	20.7440
		C	3775.39	21.7811
		D	3964.16	22.8701
		E	4162.36	24.0137
Police Captain	5000	A	7880.15	45.4626
		B	8274.17	47.7357
		C	8687.88	50.1225
		D	9122.27	52.6286
		E	9578.38	55.2600
Police Chief	1080	A	9857.99	56.8743
		B	10350.89	59.7181
		C	10868.44	62.7040
		D	11411.86	65.8392
		E	11982.46	69.1311

Police Corporal	5030	A	5057.25	29.1764
		B	5310.11	30.6353
		C	5575.62	32.1670
		D	5854.40	33.7754
		E	6147.12	35.4641
Police Lieutenant	5010	A	7132.04	41.1463
		B	7488.64	43.2037
		C	7863.07	45.3639
		D	8256.22	47.6320
		E	8669.03	50.0136
Police Officer	5040	A	4577.12	26.4065
		B	4805.98	27.7268
		C	5046.28	29.1132
		D	5298.60	30.5689
		E	5563.52	32.0973
Police Officer Trainee	3390	A	3746.04	21.6119
		B	3933.34	22.6924
		C	4130.01	23.8269
		D	4336.51	25.0184
		E	4553.34	26.2693
Police Receptionist	3400	A	1998.25	11.5283
		B	2098.16	12.1048
		C	2203.06	12.7100
		D	2313.21	13.3455
		E	2428.88	14.0128
Police Records Manager	2172	A	4728.91	27.2822
		B	4965.35	28.6464
		C	5213.62	30.0787
		D	5474.32	31.5826
		E	5748.02	33.1617
Police Records Specialist	3410	A	3099.29	17.8806
		B	3254.26	18.7746
		C	3416.97	19.7133
		D	3587.82	20.6989
		E	3767.20	21.7339
Police Sergeant	5020	A	6140.89	35.4282
		B	6447.93	37.1996
		C	6770.33	39.0596
		D	7108.85	41.0126
		E	7464.29	43.0632
Project Manager	2164	A	6815.53	39.3203
		B	7156.31	41.2864
		C	7514.13	43.3508
		D	7889.83	45.5183
		E	8284.32	47.7942
Public Safety Dispatcher I	3430	A	3225.45	18.6084
		B	3386.72	19.5388
		C	3556.06	20.5157
		D	3733.86	21.5415
		E	3920.55	22.6185
Public Safety Dispatcher II	3432	A	3546.06	20.4580
		B	3723.36	21.4809
		C	3909.53	22.5551

		D	4105.01	23.6827
		E	4310.25	24.8668
Public Works Director	1090	A	9445.55	54.4935
		B	9917.81	57.2184
		C	10413.71	60.0793
		D	10934.40	63.0832
		E	11481.11	66.2374
Public Works Inspector	3440	A	4879.48	28.1508
		B	5123.46	29.5585
		C	5379.63	31.0363
		D	5648.61	32.5881
		E	5931.04	34.2176
Recreation Manager	2178	A	5582.87	32.2088
		B	5862.01	33.8192
		C	6155.11	35.5102
		D	6462.87	37.2857
		E	6786.01	39.1501
Recreation Supervisor	2180	A	4138.98	23.8788
		B	4345.94	25.0727
		C	4563.23	26.3264
		D	4791.40	27.6427
		E	5030.95	29.0248
Safety & Regulatory Compliance Analyst	2190	A	4642.08	26.7813
		B	4874.18	28.1203
		C	5117.90	29.5264
		D	5373.80	31.0026
		E	5642.49	32.5528
Senior Administrative Assistant	3450	A	3690.41	21.2908
		B	3874.92	22.3554
		C	4068.67	23.4730
		D	4272.11	24.6469
		E	4485.71	25.8791
Senior Evidence Technician	3460	A	4201.38	24.2388
		B	4411.44	25.4507
		C	4632.02	26.7232
		D	4863.62	28.0594
		E	5106.80	29.4623
Senior Library Assistant	3470	A	2948.50	17.0105
		B	3095.93	17.8611
		C	3250.73	18.7542
		D	3413.26	19.6919
		E	3583.92	20.6765
Senior Management Analyst	2210	A	4977.81	28.7181
		B	5226.69	30.1540
		C	5488.03	31.6617
		D	5762.43	33.2448
		E	6050.55	34.9070
Senior Police Records Specialist	3420	A	3390.41	19.5601
		B	3559.92	20.5380
		C	3737.91	21.5649
		D	3924.81	22.6432
		E	4121.05	23.7753
Senior Public Safety Dispatcher	3480	A	3918.02	22.6040

		B	4113.92	23.7342
		C	4319.62	24.9209
		D	4535.60	26.1669
		E	4762.38	27.4753
Senior Services Administrator	2220	A	4855.20	28.0107
		B	5097.97	29.4114
		C	5352.87	30.8818
		D	5620.51	32.4260
		E	5901.53	34.0474
Senior Solid Waste Maintenance Worker	3500	A	3161.75	18.2408
		B	3319.83	19.1529
		C	3485.82	20.1105
		D	3660.11	21.1161
		E	3843.12	22.1719
Senior Solid Waste Operator	3510	A	3161.75	18.2408
		B	3319.83	19.1529
		C	3485.82	20.1105
		D	3660.11	21.1161
		E	3843.12	22.1719
Shop and Parts Specialist	3514	A	3271.46	18.8739
		B	3435.03	19.8176
		C	3606.77	20.8085
		D	3787.10	21.8489
		E	3976.45	22.9413
Signal Light Assistant	3524	A	3146.01	18.1501
		B	3303.31	19.0576
		C	3468.47	20.0104
		D	3641.91	21.0110
		E	3824.02	22.0615
Signal Light Technician	3520	A	3802.51	21.9375
		B	3992.63	23.0344
		C	4192.26	24.1861
		D	4401.88	25.3955
		E	4621.98	26.6653
Solid Waste Maintenance Worker	3540	A	2847.33	16.4270
		B	2989.70	17.2483
		C	3139.19	18.1107
		D	3296.15	19.0162
		E	3460.96	19.9670
Solid Waste Manager	2230	A	5078.12	29.2969
		B	5332.01	30.7617
		C	5598.61	32.2997
		D	5878.55	33.9147
		E	6172.48	35.6105
Solid Waste Operator	3550	A	3038.07	17.5274
		B	3189.98	18.4038
		C	3349.47	19.3239
		D	3516.94	20.2900
		E	3692.80	21.3046
Solid Waste Operator/Street Sweeper	3560	A	3241.58	18.7013
		B	3403.66	19.6365
		C	3573.84	20.6184
		D	3752.53	21.6493

		E	3940.16	22.7318
Solid Waste Supervisor	3570	A	3898.53	22.4915
		B	4093.46	23.6161
		C	4298.12	24.7968
		D	4513.04	26.0368
		E	4738.68	27.3386
Street Maintenance Crew Leader	3590	A	3635.60	20.9746
		B	3817.38	22.0234
		C	4008.25	23.1245
		D	4208.66	24.2808
		E	4419.09	25.4948
Street Maintenance Worker I	3600	A	2847.33	16.4270
		B	2989.70	17.2483
		C	3139.19	18.1107
		D	3296.15	19.0162
		E	3460.96	19.9670
Street Maintenance Worker II	3602	A	3146.01	18.1501
		B	3303.31	19.0576
		C	3468.47	20.0104
		D	3641.91	21.0110
		E	3823.99	22.0615
Street Manager	2240	A	5555.10	32.0487
		B	5832.85	33.6510
		C	6124.48	35.3335
		D	6430.72	37.1003
		E	6752.25	38.9553
Street Supervisor	3610	A	3898.53	22.4915
		B	4093.46	23.6161
		C	4298.12	24.7968
		D	4513.04	26.0368
		E	4738.68	27.3386
Street Sweeper Operator	3620	A	3241.58	18.7013
		B	3403.66	19.6365
		C	3573.84	20.6184
		D	3752.53	21.6493
		E	3940.16	22.7318
Transit Analyst	2244	A	4374.00	25.2347
		B	4592.70	26.4964
		C	4822.34	27.8212
		D	5063.45	29.2122
		E	5316.63	30.6728
Transit Coordinator	3630	A	3635.60	20.9746
		B	3817.38	22.0234
		C	4008.25	23.1245
		D	4208.66	24.2808
		E	4419.09	25.4948
Utility/Purchasing/Revenue Officer	2259	A	4527.76	26.1217
		B	4754.14	27.4278
		C	4991.84	28.7992
		D	5241.44	30.2391
		E	5503.50	31.7511
Wastewater Chief Plant Operator	3690	A	5309.30	30.6306
		B	5574.77	32.1622

		C	5853.52	33.7702
		D	6146.20	35.4587
		E	6453.50	37.2317
Wastewater Collection Maintenance Crew Leader	3640	A	3802.93	21.9398
		B	3993.08	23.0368
		C	4192.74	24.1886
		D	4402.37	25.3981
		E	4622.48	26.6680
Wastewater Collection Maintenance Supervisor	3650	A	5002.69	28.8617
		B	5252.82	30.3048
		C	5515.46	31.8200
		D	5791.25	33.4111
		E	6080.81	35.0816
Wastewater Collection Maintenance Worker I	3660	A	2992.95	17.2671
		B	3142.60	18.1303
		C	3299.72	19.0369
		D	3464.72	19.9888
		E	3637.96	20.9882
Wastewater Collection Maintenance Worker II	3662	A	3306.90	19.0784
		B	3472.24	20.0321
		C	3645.86	21.0339
		D	3828.15	22.0855
		E	4019.55	23.1897
Wastewater Electrical Technician I	3664	A	3546.06	20.4581
		B	3723.37	21.4810
		C	3909.53	22.5551
		D	4105.00	23.6828
		E	4310.26	24.8670
Wastewater Electrical Technician II	3666	A	3762.85	21.7087
		B	3950.99	22.7942
		C	4148.55	23.9338
		D	4355.96	25.1306
		E	4573.77	26.3871
Wastewater Maintenance Technician Crew Leader	3676	A	4180.94	24.1208
		B	4389.99	25.3268
		C	4609.50	26.5932
		D	4839.96	27.9228
		E	5081.96	29.3189
Wastewater Maintenance Technician I	3670	A	3546.06	20.4580
		B	3723.36	21.4809
		C	3909.53	22.5551
		D	4105.01	23.6827
		E	4310.25	24.8668
Wastewater Maintenance Technician II	3672	A	3635.60	20.9746
		B	3817.38	22.0234
		C	4008.25	23.1245
		D	4208.66	24.2808
		E	4419.09	25.4948
Wastewater Treatment Plant Operator I	3682	A	3290.45	18.9834
		B	3454.97	19.9325
		C	3627.72	20.9292
		D	3809.11	21.9756
		E	3999.56	23.0743

Wastewater Treatment Plant Operator II	3684	A	3635.60	20.9746
		B	3817.38	22.0234
		C	4008.25	23.1245
		D	4208.66	24.2808
		E	4419.09	25.4948
Wastewater Treatment Plant Operator III	3686	A	4438.32	25.6057
		B	4660.23	26.8860
		C	4893.25	28.2303
		D	5137.90	29.6417
		E	5394.81	31.1239
Wastewater Treatment Plant Operator Trainee	3680	A	2833.17	16.3453
		B	2974.83	17.1626
		C	3123.57	18.0206
		D	3279.75	18.9216
		E	3443.74	19.8678
Wastewater Treatment Plant Supervisor	3678	A	5043.84	29.0991
		B	5296.02	30.5540
		C	5560.83	32.0817
		D	5838.86	33.6858
		E	6130.82	35.3701
Water & Wastewater Collection Utility Manager	2270	A	5585.92	32.2264
		B	5865.22	33.8378
		C	6158.49	35.5298
		D	6466.41	37.3062
		E	6789.73	39.1715
Water Treatment Technician	3700	A	3898.53	22.4915
		B	4093.46	23.6161
		C	4298.12	24.7968
		D	4513.04	26.0368
		E	4738.68	27.3386
Water Utility Maintenance Crew Leader	3710	A	3898.53	22.4915
		B	4093.46	23.6161
		C	4298.12	24.7968
		D	4513.04	26.0368
		E	4738.68	27.3386
Water Utility Maintenance Worker I	3720	A	3038.07	17.5274
		B	3189.98	18.4038
		C	3349.47	19.3239
		D	3516.94	20.2900
		E	3692.80	21.3046
Water Utility Maintenance Worker II	3722	A	3356.75	19.3659
		B	3524.58	20.3342
		C	3700.81	21.3508
		D	3885.86	22.4185
		E	4080.15	23.5394
Water Utility Supervisor	3730	A	4307.47	24.8507
		B	4522.84	26.0933
		C	4748.99	27.3979
		D	4986.43	28.7678
		E	5235.75	30.2063
Tulare City Council Member	ccm		$5.00*	

* $5.00 per meeting to a maximum of $300 per year as outlined in City Charter

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City of Tulare
Parks, Library and Recreation Department

Part-Time and Seasonal Employee Wage Rates

January 1, 2021 – June 30, 2021

ADULT AND YOUTH SPORTS

	STEP I	STEP II	STEP III	STEP IV
Adult Sports Time/Scorekeeper	$14.00/game	$14.50/game	$15.00/game	$15.50/game
Softball Official	$21.00/game	$22.00/game	$23.00/game	$24.00/game
Ballfield Groundskeeper	$14.00/hour	$14.25/hour	$14.50/hour	$14.75/hour
Youth Sports Leader	$14.00/hour	$14.25/hour	$14.50/hour	$14.75/hour
Youth Sports Time/Scorekeeper	$14.00/hour	$14.25/hour	$14.50/hour	$14.75/hour
Youth Sports Official	$14.00/hour	$14.25/hour	$14.50/hour	$14.75/hour

PLAYGROUNDS AND YOUTH CENTERS

	STEP I	STEP II	STEP III
Youth Recreation Leader	$14.00/hour	$14.25/hour	$14.50/hour
Sr. Youth Recreation Leader	$15.00/hour	$15.25/hour	$15.50/hour

INSTRUCTIONAL CLASSES

	STEP I	STEP II	STEP III
Special Interest Instructor I	$14.00/hour	$15.00/hour	$16.00/hour
Special Interest Instructor II	$17.00/hour	$18.00/hour	$19.00/hour
Special Interest Instructor III	$21.00/hour	$22.00/hour	$23.00/hour

AQUATICS

	STEP I	STEP II	STEP III
Lifeguard	$14.00/hour	$14.25/hour	$14.50/hour
Senior Lifeguard (WSI certified)	$15.00/hour	$15.25/hour	$15.50/hour
Swim Instructor	$14.00/hour	$14.25/hour	$14.50/hour
Pool Attendant	$14.00/hour	$14.25/hour	$14.50/hour
Pool Operations Manager	$16.50/hour	$17.00/hour	$17.50/hour

City of Tulare
Parks, Library and Recreation Department

Part-Time and Seasonal Employee Wage Rates

January 1, 2021 – June 30, 2021

SENIOR ADULT PROGRAMS

	STEP I	STEP II	STEP III
Senior Service Recreation Leader	$14.00/hour	$14.25/hour	$14.50/hour

GENERAL, NON-SPECIFIC

	STEP I	STEP II	STEP III	STEP IV
Softball Tournament Attendant	$14.00/hour	$14.25/hour	$14.50/hour	$14.75/hour
Building Attendant	$14.50/hour	$15.00/hour	$15.50/hour	$16.00/hour
Sports Assistant	$14.00/hour	$14.25/hour	$14.50/hour	$14.75/hour
Staff Helper	$14.00/hour	$14.50/hour	$14.00/hour	$14.50/hour

PARKS OPERATIONS

	STEP I	STEP II	STEP III
Park Attendant	$14.00/hour	$14.50/hour	$15.00/hour
Security Specialist	$14.00/hour	$14.50/hour	$15.00/hour
Landscape & Lighting Coordinator	$25.00/hour	$26.25/hour	$27.50/hour

REVISED: 4/22/2020
Recreation Commission Approved

City of Tulare
Parks, Library and Recreation Department

Part-Time and Seasonal Employee Wage Rates

July 1, 2020 – December 31, 2020

ADULT AND YOUTH SPORTS

	STEP I	STEP II	STEP III	STEP IV
Adult Sports Time/Scorekeeper	$13.00/game	$13.25/game	$13.50/game	$13.75/game
Softball Official	$20.00/game	$21.00/game	$22.00/game	$23.00/game
Basketball Referee	$20.00/game	$21.00/game	$22.00/game	$23.00/game
Ballfield Groundskeeper	$13.00/hour	$13.25/hour	$13.50/hour	$13.75/hour
Youth Sports Leader	$13.00/hour	$13.25/hour	$13.50/hour	$13.75/hour
Youth Sports Time/Scorekeeper	$13.00/hour	$13.25/hour	$13.50/hour	$13.75/hour
Youth Sports Official	$13.00/hour	$13.25/hour	$13.50/hour	$13.75/hour

PLAYGROUNDS AND YOUTH CENTERS

	STEP I	STEP II	STEP III
Youth Recreation Leader	$13.00/hour	$13.25/hour	$13.50/hour
Sr. Youth Recreation Leader	$13.00/hour	$13.25/hour	$13.50/hour

INSTRUCTIONAL CLASSES

	STEP I	STEP II	STEP III
Special Interest Instructor I	$13.00/hour	$14.00/hour	$15.00/hour
Special Interest Instructor II	$15.00/hour	$16.00/hour	$17.00/hour
Special Interest Instructor III	$21.00/hour	$22.00/hour	$23.00/hour

AQUATICS

	STEP I	STEP II	STEP III
Lifeguard	$13.00/hour	$13.25/hour	$13.50/hour
Senior Lifeguard (WSI certified)	$13.00/hour	$13.25/hour	$13.50/hour
Swim Instructor	$13.00/hour	$13.25/hour	$13.50/hour
Pool Attendant	$13.00/hour	$13.25/hour	$13.50/hour
Pool Operations Manager	$15.50/hour	$16.00/hour	$16.50/hour

City of Tulare
Parks, Library and Recreation Department

Part-Time and Seasonal Employee Wage Rates

July 1, 2020 – December 31, 2020

SENIOR ADULT PROGRAMS

	STEP I	STEP II	STEP III
Senior Service Recreation Leader	$13.00/hour	$13.25/hour	$13.50/hour
Senior Meals Delivery Aide	$13.00/hour	$13.25/hour	$13.50/hour
Kitchen Attendant	$13.00/hour	$13.25/hour	$13.50/hour

GENERAL, NON-SPECIFIC

	STEP I	STEP II	STEP III	STEP IV
Project Aide	$22.50/hour	$23.50/hour	$24.50/hour	$25.50/hour
Softball Tournament Attendant	$13.00/hour	$13.25/hour	$13.50/hour	$13.75/hour
Building Attendant	$13.00/hour	$13.75/hour	$14.50/hour	$15.25/hour
Transportation Driver	$13.00/hour	$13.25/hour	$13.50/hour	$13.75/hour
Sports Assistant	$13.00/hour	$13.25/hour	$13.50/hour	$13.75/hour
Staff Helper	$13.00/hour	$13.50/hour	$14.00/hour	$14.50/hour

PARKS OPERATIONS

	STEP I	STEP II	STEP III
Park Ranger	$13.50/hour	$13.50/hour	$14.50/hour
Park Attendant	$13.00/hour	$13.50/hour	$14.00/hour
Security Specialist	$13.00/hour	$13.50/hour	$14.00/hour
Landscape & Lighting Coordinator	$25.00/hour	$26.25/hour	$27.50/hour

REVISED: 3/26/2020
Recreation Commission Approval

AGENDA ITEM: Gen Bus PH 1b

CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Engineering Services - Engineering

For Council Meeting of: June 16, 2020

Documents Attached: ■ Ordinance ☐ Resolution ☐ Staff Report ☐ Other ☐ None

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AGENDA ITEM:
Public Hearing to pass-to-print Ordinance 2020-06 to repeal and replace Section 9.48.120 of the Tulare Municipal Code pertaining to Commercial Vehicle Parking Restrictions.

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

BACKGROUND/EXPLANATION:
Both City Council members and staff have received citizen complaints regarding noise and visibility obstructions resulting from the parking of commercial vehicles adjacent to residential districts. The noise complaints relate to refrigeration units on parked vehicles and trailers running during nighttime hours. The visibility obstructions created by commercial vehicles parking along City streets in close proximity to intersections. A review of the existing provisions of the City Municipal Code revealed that it did not contain provisions that would address these issues.

This Ordinance would repeal and replace Section 9.48.120 of existing Chapter 9.48 of the Tulare Municipal Code. The proposed ordinance contains language that would result in the following new restrictions:

- prohibits the idling of parked commercial vehicles for longer than five minutes. This is in keeping with the Best Available Control Measures previously adopted by City Council on November 5, 2002 through Resolution No. 02-4904 in response to the San Joaquin Valley Air Pollution Control District's PM-10 Plan,
- prohibits the parking of commercial vehicles within a residential district or on any public right-of-way for the purpose of transferring cargo from one vehicle to another,
- prohibits the operation of refrigeration units on commercial vehicles or trailers parked or left standing within 300 feet of any residence,
- prohibits the parking of commercial vehicles in such a manner that obstructs designated bike lanes or pedestrian paths,

- prohibits the parking of commercial vehicles in a manner that obstructs the view of an official traffic control device in such a manner that is determined to be a traffic safety hazard by the Police Chief or his or her designated representative.

Additionally, language regarding fines for violation of this chapter of the Municipal Code is removed from Chapter 9.48.120 through the proposed Ordinance. Instead, the provisions of Chapter 9.68, "Administrative Fines" would apply to violations of this section of the Municipal Code. The result is that the fine for first time violations would increase from $75 to $100. Second violations within a 12 month time period would increase from $150 to $200. Subsequent violations within 12 months' time of a prior violation would increase from $150 to $500.

All changes will be enacted should Council approve the proposed Ordinance and are shown in the red-line version attached to this staff report and incorporated here by reference. In this attachment, existing Municipal Code language is shown in strikethrough font and proposed language is shown in underlined, italicized text.

STAFF RECOMMENDATION:
ass-to-print Ordinance 2020-06 to repeal and replace Section 9.48.120 of the Tulare Municipal Code pertaining to Commercial Vehicle Parking Restrictions.

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

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

FUNDING SOURCE/ACCOUNT NUMBER:

Signed: Michael Miller **Title: City Engineer**

Date: June 8, 2020 **City Manager Approval: _____**

ORDINANCE 2020-___

AN ORDINANCE OF THE COUNCIL OF THE CITY OF TULARE REPEALING AND REPLACING SECTION 9.48.120 OF CHAPTER 9.48 OF THE TULARE MUNICIPAL CODE PERTAINING TO COMMERCIAL VEHICLE PARKING RESTRICTIONS

WHEREAS, it has been determined Section 9.48.120 of the Tulare Municipal Code does not adequately address concerns relating to the parking of commercial vehicles within the City of Tulare, especially with regards to impacts to residential districts and traffic safety on public streets and rights-of-way, and

WHEREAS, it is desired to amend said section of the Tulare Municipal Code to provide greater clarity with regard to restrictions on commercial vehicle parking, to strengthen restrictions to further reduce impacts of commercial vehicle parking to residential districts, and to address potential impacts of commercial vehicle parking to traffic safety.

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TULARE AS FOLLOWS, TO WIT:

SECTION 1: Section 9.48.120 of the Tulare Municipal Code of Ordinances is hereby amended and replaced as follows:

~~**§ 9.48.120 Large trucks—Parking in residential district.**~~

~~It is unlawful to leave, park or allow to be parked any commercial vehicle of more than two-ton capacity commonly described as a truck, truck trailer, trailer or tractor, whether attended or unattended, in any residential district as such district is established and identified pursuant to Tulare City zoning, set forth in Title 10 of this city code; except to the extent that it may be necessary in order to make deliveries or perform services at such locations. This prohibition shall apply regardless of whether the commercial vehicle is located on the public street, highway or alley, or on private property, within the residential district. Notwithstanding any other provision of this chapter or of this city code, the penalty for violation of this section shall be as follows:~~

~~(A) For the first violation, a fine of $75; and~~

~~(B) For the second and any succeeding violation within 12 months of a prior violation, a fine of $150 and, in the event that the second and/or succeeding violation occurs on any public street, highway, alley or other public right-of-way, the commercial vehicle shall be subject to being towed, at the expense of the owner and/or operator of the commercial vehicle.~~

~~(1995 Code, § 9.48.120) (Ord. 96-1779, passed - -1996)~~

§ 9.48.120 Commercial Vehicle Parking Restrictions.

(A) Definitions.

(1) This subsection shall apply to commercial vehicles of more than two-ton capacity commonly described as a truck, truck trailer, trailer, semi or tractor.

(2) For purposes of this subsection, a residential district shall be any such district as established and identified pursuant to Tulare City zoning, set forth in Title 10 of this city code.

(B) Parking Requirements in General.

(1) No commercial vehicle shall be left to idle for longer than five minutes, nor blow air horns.

(2) No commercial vehicle shall have cargo transferred from such commercial vehicle to another within a residential district or on any public street, highway, alley or other public right-of-way.

(3) No refrigeration unit shall be operated on any commercial vehicle parked or left standing within three hundred (300) feet of any residence.

(4) Commercial vehicles used for the transportation of hazardous waste, materials, or garbage, or which harbor vermin or pestilence, or which emit noxious or noisome odors, shall not be parked or stored within three hundred (300) feet of a residential district.

(C) Street Parking.

(1) It shall be unlawful for any person leave, park or allow to be parked any commercial vehicle, whether attended or unattended, within any residential district. This prohibition shall apply regardless of whether the commercial vehicle is located on the public street, highway or alley, or on private property within the residential district.

Exceptions:

i. During the first twenty-four (24) hours during which the vehicle is mechanically disabled.

ii. While a commercial vehicle is making a pick-up or delivery of materials or goods to or from any building or site.

(2) No commercial vehicle shall be parked or left standing on any public street or right-of-way unless it is a minimum of twelve (12) feet from the centerline of the street, or such that a minimum of twelve (12) feet is provided per lane if more than one lane, and under no circumstances shall be parked in any travel lanes.

(3) No commercial vehicle shall be parked or left standing on any street or right-of-way in such a manner that obstructs a designated bike lane or pedestrian path of travel.

(4) No commercial vehicle shall be parked or left standing within one hundred (100) feet of any street intersection, or in a manner that obstructs the visibility of an official traffic control device to such a degree that the Police Chief or his or her designee determines that it constitutes a traffic safety hazard.

(1995 Code, § 9.48.120) (Ord. 96-1779, passed - -1996) (Ord. 20-__, passed 06-16-2020)

SECTION 3: This ordinance shall be in full force and effect thirty (30) days from and after its passage, adoption and approval.

/////

SECTION 4: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

PASSED, ADOPTED AND APPROVED THIS ____ day of _____, 2020.

_____

President of the Council and Ex-Officio Mayor
of the City of Tulare

ATTEST:

_____

Chief Deputy City Clerk of
The Council of the City of Tulare

AGENDA ITEM: Gen Bus PH 1c

CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Finance

For Council Meeting of: June 16, 2020

Documents Attached: £ Ordinance T Resolution £ Staff Report £ Other £ None

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AGENDA ITEM:
Public Hearing to adopt Resolution 2020-35 confirming the report and recommendation of the Tulare Downtown Association Board of Directors and levy assessments for the Tulare Downtown Parking and Business Improvement District 2020/2021 Annual Assessments.

IS PUBLIC HEARING REQUIRED: T Yes £ No

BACKGROUND/EXPLANATION:
The City Code requires a public hearing be held annually regarding the work program and proposed assessments to be levied for the Downtown Parking and Business Improvement District. By action of the Council, the TIP Board of Directors serves as the Advisory Board of the district and administers the program. The report gives an overview of the current fiscal year activities, as well as the program and assessments for the fiscal year beginning July 1, 2020.

On June 2, 2020 the City Council adopted resolution 2020-29 approving the intent to levy assessments and receiving the draft report of the Tulare Downtown Association Board of Directors. The public hearing is the final process in the approval process. A TDA Board Member, will review the report in detail during the public hearing.

STAFF RECOMMENDATION:
Public Hearing to adopt Resolution 2020-35 confirming the report and recommendation of the Tulare Downtown Association Board of Directors and levy assessments for the Tulare Downtown Parking and Business Improvement District 2020/2021 Annual Assessments.

CITY ATTORNEY REVIEW/COMMENTS: £ Yes x N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ¨ Yes x No £ N/A
(If yes, please submit required budget appropriation request)

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Darlene Thompson **Title: Finance Director**

Date: May 13, 2020 **City Manager Approval: _____**

TULARE DOWNTOWN ASSOCIATION

Annual Report

2020-2021

Lino Pimentel, President

TULARE DOWNTOWN ASSOCIATION

Board of Directors

Member- At-Large **Don LeBaron**
830 Sycamore, Tulare, CA 93274, 936-3244

Member-At-Large **Diana Dodds – SECRETARY 2014-2018**
WestAmerica Bank, 140 E Tulare Ave, Tulare, CA 93274

Terms Expire June 30, 2023

Zone A **Bonnie Bainbridge**
200 N "L" Street, Tulare, CA 93274 (559) 686-6431

Terms Expire June 30, 2022

Zone A **Carlos Melendez**
Unique Enterprises, PO Box 2327, (559)936-3839

Zone A **Lino Pimentel**
Lino Pimentel Real Estate, 260 N "J" St, Tulare, CA 93274 (559) 688-1900

Zone B **Rigo Moya**
Rigo Signs, 301 E Inyo Ave, Tulare, CA 93274, (559) 687-8750

Zone B **Jackie Paull**
Life Star Ambulance, 234 N M St, Tulare, CA 93274 (559) 688-2550

Terms Expire June 30, 2021

Zone A **Dwayne Thompson**
Tulare Pawn and Jewelry, (559) 686-7296

Zone A **Christina Garcia**
Glitz Luxury Salon, 242 N L St., Tulare, CA 93274, (559) 329-5181

Zone B **Karen Bravo**
Land O Lakes, 400 S M St, Tulare, CA 93274, (559) 687-8287

City Appointments

City Council **Jose Sigala, Mayor**
411 E. Kern Avenue Tulare, CA 93274 (559) 684-4200

Police Department **Sgt. Raymond Guerrero,** Tulare Police Department

Past Projects and Objectives

Addressed issue of synthetic cannabinoid control ordinance, implemented 24-Hour downtown graffiti removal initiative, assisted with homeless/vagrants in downtown, implemented the Tower Square PBID and established Tulare Downtown Foundation.

Recent Projects and Objectives

This past year the Association continued aggressive pursuit of many goals:

- Management of the Tower Square PBID
    - Implementing capital improvements to property.
    - Continuing with Tower Square common area clean up.
- The TDA "Clean and Safe" program for Downtown.
    - Using volunteers, assisting city program to cover up and eliminate graffiti.
    - Weed removal and eradication
    - Clean-up of sidewalks from bird droppings, trash, etc.
- TDA maintains a list of properties available in the downtown area and acts as a resource.
    - Property list now linked online to database of available properties.
- Continued strengthening the bond between downtown and outlying businesses by:
    - Production of a successful downtown Wine Walk event.
    - Production of the annual Children's Christmas Parade.
- Re-positioned Facebook page and website to be resource center for COVID-19 information for downtown businesses and businesses in general.
    - Worked with downtown businesses in safe re-openings
    - Active promotion of businesses open under Stage 1 and 2.
- Active re-design and use of the overpass sign on J Street
    - Disseminated COVID-19 safety information
    - Promoted City of Tulare
    - Promoted Downtown businesses that were open.
- Worked with landlords, real estate agents and property owners to connect business and property owners/agents in downtown to reduce vacancies.
- Established Christmas Tree decorating committee.

2019-2020 Outlook

For this fiscal year, the Tulare Downtown Association:

- Due to COVID-19 and the lack of Q1 and Q2 sales in Downtown Tulare upon which the Association BID is reliant, the Association requested a $70,000 grant from the City of Tulare to continue our efforts to support downtown businesses. Based on this funding and what assessments we do receive, the TDA:
- Continues its representation of the downtown Business and Parking District.
- Continues implementation of the Clean and Safe program for Downtown Tulare.
    - Land-O-Lakes awarded the TDA with a $5,000 grant earmarked for Clean and Safe.
    - Board member Dwayne Thompson is working on a building-exterior sanitizing project.
- Supports and manages the Tulare Tower Square PBID
- Continually updates improved real estate vacancy tracking system.
- Because of COVID-19 restrictions the Association did not assist in staging the annual Cinco de Mayo Fiesta event.
    - At this time, all events are in flux so the Association will focus on other means of promoting the downtown.

Conclusion: The Board will continue to support efforts that add to the success of the Tulare downtown area and make recommendations to the City of Tulare regarding same.

Tulare City Council
411 East Kern Avenue
Tulare, California 93274

The Tulare Downtown Association Inc. Board of Directors, offers the following recommendations for the management and operation of activities associated with the Tulare Parking and Business Area during the fiscal year (July 1, 2018-June 30, 2019):

- No changes in boundaries or benefit zones.
- Continue working with City Staff on projects and business recruitment.
- Continue to track real estate and work with realtors.
- Work with the City, Code Enforcement and Police Department to control graffiti, vandalism and crime in the downtown.
- Seek alternatives due to COVID-19 restrictions to some of the events and special activities this organization produces and seek additional means to address the demands of a changing economy and the downtown business community.
- Continue to work with the Tulare Chamber of Commerce as well as other organizations and individuals in their efforts to encourage growth in Downtown Tulare.
- Support efforts to market and develop attractions in the downtown, encourage other groups and individuals in producing events and attractions, implement new strategies aligned with existing strategies to improve the business climate in the downtown.
- Continue efforts to develop cooperative marketing plans with Association members and the downtown at large.
- Attached is the approved TDA budget of the cost of providing the improvements and the activities for fiscal year 2019-2020.

Lino Pimentel, President
Tulare Downtown Association

Tulare Downtown Association
Budget Overview July 2021 through June 2022

Ordinary Income/Expense		
Income		
401 · District Assessments		52,000.00
Total Income		52,000.00
Expense		
700 · Administrative Expenses		
701 · Liability Insurance	2,456.43	
702 · Office Rent	6,420.00	
703 · Office Supplies	1,800.00	
704 · Other Admin Exp	1,200.00	
705 · Personnel	0.00	
705.1 · Coordinator	39,689.98	
705.2 · Office Assistant Salary	9,781.04	
706 · PR Taxes and Benefits	7,815.80	
707 · Professional Services	6,129.09	
708 · Telephone Expense	3,000.24	
709 · Utilities	1,283.07	
715 · Office Equipment Exp	1,200.00	
716 · Depreciation	186.00	
700 · Administrative Expenses - Other	206.51	
Total 700 · Administrative Expenses		81,168.16
761 · Gift Certificates	1,101.25	
Total Expense		82,294.16
Total Net Income		-30,294.16

Notes: Income is based on $20,000 in Q1 and $32,000 in Q2 due to COVID-19 restrictions.
Gift certificate expense may be lower due to school closures related to COVID-19

RESOLUTION 2020-____

A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE CONFIRMING THE REPORT AND RECOMMENDATION OF THE ADVISORY BOARD OF THE TULARE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT DISTRICT AND ADOPTION OF ASSESSMENTS FOR SAID DISTRICT FOR THE 2020/21 FISCAL YEAR.

WHEREAS, the City Council has previously adopted Resolution 2020-___ establishing June 16, 2020, at 7:00 p.m., as the date and hour for a public hearing concerning its intention to levy an annual assessment for the 2020/21 fiscal year in connection with the Tulare Downtown Parking and Business Improvement District; and

WHEREAS, said public hearing has been conducted and the City Council has reviewed and considered the report and recommendation of the Advisory Board of the District with regard to improvements and activities to be provided, estimated cost of providing such improvements and activities and the method and basis of levying the assessment against businesses within the District for said fiscal year; and

WHEREAS, the City Council desires to confirm the report of said Advisory Committee and to levy an assessment for the 2020/21 fiscal year on all businesses located within the Tulare Downtown Parking and Business Improvement District.

NOW, THEREFORE, BE IT RESOLVED, as follows, to wit:

1. The City Council confirms the report of the Tulare Downtown Association (TDA) Board of Directors, acting as the Advisory Board of the Tulare Downtown Parking and Business Improvement District, as said report was originally filed with the City Council.

2. Consistent with said report and its recommendation, the City Council does herewith levy an assessment for the 2020/21 fiscal year on all businesses located within said Tulare Downtown Parking and Business Improvement District, as more fully set forth in item (1) of said report, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

3. Said assessments shall be levied in the time and manner as are consistent with the provisions of Chapter 8.48 of the Tulare City Code.

PASSED, APPROVED AND ADOPTED this 16th day of June 2020.

_____
Mayor of the City of Tulare

ATTEST:

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

I, Rob Hunt, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 2020-___ passed and adopted by the Council of the City of Tulare at a regular meeting held on June 16, 2020, by the following vote:

Aye(s) _____

Noe(s) _____ Abstention(s)_____ _.

Dated: ROB HUNT, CITY CLERK

By Roxanne Yoder, Chief Deputy

EXHIBIT "A"

The Tulare Improvement Program, Incorporated, Board of Directors, offers the following recommendations for the management and operation of activities associated with the Tulare Parking and Business Area during the 2020/21 fiscal year (July 1, 2020 - June 30, 2021):

(1) Recommend no changes in boundaries or benefit zones.

(2) Continue to work closely with city staff, in implementing the program of the Downtown Project Area, and to aggressively recruit new business to Downtown Tulare.

(3) Continue to carefully track real estate opportunities and challenges, assisting and working with real estate professionals.

(4) Continue to work with the city in efforts to control graffiti and other vandalism in the downtown.

(5) Continue to support the Greater Tulare Chamber of Commerce, The Tulare Downtown Foundation, The Tower Square PBID Association, as well as other organizations and individuals, in their efforts to encourage growth in Downtown Tulare.

(6) Continue to support efforts to market and develop attractions in the downtown, such as murals, Tower Square, Zumwalt Park activities and the beneficial activities produced by various other groups.

AGENDA ITEM: Gen Bus Eng 3a

CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Transit/Finance/General Services

For Council Meeting of: June 16, 2020

Documents Attached: £ Ordinance o Resolution ¢ Staff Report ¢ Other £ None

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AGENDA ITEM:
Approve a Joint Powers Agreement for the creation of a Tulare County Regional Transit Agency and authorize the Mayor to sign and execute same, subject to minor conforming changes as necessary.

IS PUBLIC HEARING REQUIRED: ¨ Yes ¢ No

BACKGROUND/EXPLANATION:
Tulare County Association of Governments (TCAG) has worked with the County's transit agencies for many years in its capacity as a regional transportation planning organization to promote and support efficient and seamless public transit across Tulare County. In pursuit of this goal, TCAG created an ad hoc committee to review regional coordination amongst local agencies, which confirmed what previous studies and assessments have concluded: a regional transit agency is needed in Tulare County for the operation of public transit.

Attached is a draft Joint Powers Agreement for the creation of the Tulare County Regional Transit Agency (Transit Agency). TCAG requests that all cities and the County of Tulare review and approve the document. The newly created Transit Agency would replace the Transit functions of all jurisdictions that opt to join it. The Transit Agency would be provided the full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency would be a public agency separate and apart from the Member Agencies. All member agencies would share in the governance of the new Transit Agency, with each agency having one representative on the governing board.

As stated in previous staff reports, City staff continues to support the implementation of a JPA that will help mitigate the ever-increasing costs to the City to provide and maintain the current level of Transit service to the Tulare community. A JPA with uniformity in the operations for a seamless County wide transit operation will very likely have a positive impact on ridership throughout the County and create efficiencies that will result in reduced shared operational costs. The cost savings in the implementation of the JPA can help to delay future cutbacks in service should ridership continue to decline.

Elizabeth Forte from TCAG will be available to discuss the study and answer any questions the Council will have regarding the Coordination Study.

STAFF RECOMMENDATION:
Approve a Joint Powers Agreement for the creation of a Tulare County Regional Transit Agency and authorize the Mayor to sign and execute same, subject to minor conforming changes as necessary.

CITY ATTORNEY REVIEW/COMMENTS: ¨ Yes ¢ N/A

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

Submitted by: Josh McDonnell **Title: Deputy City Manager**

Date: June 16, 2020 **City Manager Approval: _____**

TULARE COUNTY REGIONAL TRANSIT AGENCY
JOINT POWERS AGREEMENT

The Joint Powers Agreement ("Agreement"), dated this _____ day of _____, 2020, by and among the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, and Woodlake (each, a "Party" or "Member Agency" and together, the "Parties" or "Member Agencies" to this Agreement) is hereby entered into pursuant to Section 6500 *et seq.* of the Government Code of the State of California.

Article I
General Provisions

Section 1: Purpose

The purpose of this Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, hereafter called "Tulare County Regional Transit Agency" or "Transit Agency," with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency shall be a public agency separate and apart from the Member Agencies.

Section 2: Name and Membership

The legal name of the Transit Agency shall be "Tulare County Regional Transit Agency." Agencies eligible to enter into this Agreement include the County of Tulare and all incorporated cities within Tulare County. Upon entering into this Agreement, Member Agencies shall be required to maintain membership for the duration of the remaining fiscal year in which the Member Agency joined, plus the following three (3) fiscal years. Early withdrawal of any agency under these terms may be approved by unanimous vote of the Transit Agency's Board of Directors if withdrawal is determined to be mutually beneficial.

Section 3: Boundaries

The boundaries of the Transit Agency shall coincide with the exterior boundaries of Tulare County but shall exclude the territory of any incorporated city within Tulare County that is not a Party to this Agreement.

Section 4: Powers

The Transit Agency shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. The powers of the Transit Agency specifically include, but are not limited to, the following:

a. To operate a public transportation system to service the incorporated areas of the cities who elect to become Member Agencies hereunder and the unincorporated areas of the County of Tulare.

b. To acquire, hold, and dispose of real and personal property.
c. To acquire, construct, manage, maintain, and/or operate any facilities or improvements.
d. To own, lease, operate, and maintain vehicles and other property and equipment, which are necessary or reasonable to carry out the purpose of this Agreement.
e. To expend funds. This power shall be limited only by the availability of funds as set forth in Article III, Sections 4 and 9 of this Agreement.
f. To sue and be sued in its own name.
g. To make and enter into contracts for services.
h. To incur debts, liabilities, and obligations, none of which shall become a debt, liability, or obligation of any Member Agency pursuant to California Government Code section 6508.1 (a) without the express written consent of that Member Agency, except that any debt, liability, or obligation of the Transit Agency with respect to retirement liabilities of the Transit Agency shall be a joint debt, liability, or obligation of each Member Agency if the Transit Agency contracts with a public retirement system.
i. To provide and enter into agreements for transportation services to locations outside the jurisdiction and boundaries of any of the Member Agencies.
j. To apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance.
k. To purchase insurance.
l. To employ staff, or to contract with the Member Agencies, or private vendors or individuals to provide the agency with necessary and appropriate services, including, but not limited to, an Executive Director and legal counsel. If the Transit Agency elects to employ its own staff, then the Board shall establish appropriate personnel rules and benefit programs, and determine whether to seek and approve membership in the Tulare County Employees Retirement Association, another established retirement/pension system, or make other retirement/pension options available for its employees.
m. To adopt local debt policies pursuant to California Government Code section 8855.
n. To adopt a Conflict-of-Interest Code pursuant to California Government Code section 87300.
o. All other powers that are necessary and proper for the Transit Agency in order to provide public transportation services.

Article II
Organization

Section 1: Governing Board of Directors

The powers of the Transit Agency are vested in its governing Board of Directors, hereafter called the "Board." The Board shall be composed of elected officials, hereafter called "Directors," from each Member Agency. Each Member Agency shall appoint one regular Director and one alternate Director to the Board. Each Director will serve at the pleasure of the Director's appointing authority; however, Directors who are members of the governing body of their respective Member Agencies shall cease to serve as

Directors upon termination of that public office. The applicable appointing authorities shall fill vacancies on the Board of Directors.

The following shall sit as non-voting, *ex-officio* members of the Board:

a. The Tulare County Association of Governments (TCAG) Board members sitting as the Public Transit Representative and Alternate (if different than an already seated Transit Agency Director); and
b. The Calvans Executive Director or his/her designee.

Section 2: Officers

a. The Board shall elect a Chair and Vice-Chair from among the Directors, and such other officers as the Board may deem necessary.

b. The Chair shall preside at all meetings of the Board and generally shall perform all duties incident to the office of Chair and such other duties as may from time to time be assigned to such office by the Board.

c. At the request of the Chair, or in case of his or her absence or disability, the Vice-Chair shall perform all duties of the Chair and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the Chair. In addition, the Vice-Chair shall perform such other duties as may from time to time be assigned to that office by the Board of Directors or the Chair.

d. The Chair, Vice-Chair, and such other officers as are elected by the Board each shall serve at the pleasure of the majority of the Board and be elected for a term of two years, with no limit on the number of terms served. Each such officer shall continue to serve until his or her successor is elected, or until his or her death, resignation, or removal from office by the majority of the Board, whichever occurs earlier.

e. The Executive Director of the Transit Agency (provided for below) shall serve *ex-officio* as the Secretary of the Board. The Secretary shall (i) certify and keep at the office of the Transit Agency, or at such other place as the Board may order, the original or a copy of the Agreement, the Bylaws, and the other documents provided for below, as amended or otherwise altered; (ii) keep at the office of the Transit Agency, or at such other place as the Board may order, a book of minutes of all meetings of the Board, recording therein. the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, and the proceedings thereat; (iii) see that all notices are duly given in accordance with the provisions of this Agreement, the Bylaws, or as required by law; (iv) be custodian of the records of the Transit Agency; (v) exhibit at all reasonable times to any Director., upon application, the Bylaws and minutes of the proceedings of the Board; and (vi) in general, perform all duties of the office of Secretary and such other duties as may from time to time be assigned to such office by the Board or the Chair.

f. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular election or appointment to such office.

g. With prior Board approval, the Chair, the Vice-Chair, or the Secretary is authorized to execute all documents in the name of the Transit Agency.

Section 3: Compensation

The members of the Board shall serve without compensation but shall receive reimbursement for actual and necessary travel expenses incurred in the performance of their duties and outlined in accordance with policies established by the Board.

Section 4: Executive Director

The Board shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board. The Executive Director so appointed may be an employee of a Member Agency, an employee of the Transit Agency, or an independent contractor (or employee of an independent contractor). Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

a. To lead and coordinate the transit system of the Transit Agency and to be responsible to the Board for proper administration of all affairs of the Transit Agency.
b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board, discipline or remove Transit Agency employees.
c. To arrange for secondary support services, including: legal counsel, general services, office space, human resources, fiscal and administrative support, communications, information technology, payroll, and other support services necessary or convenient for the operation of the transit system and Transit Agency.
d. To supervise and direct the preparation of the annual operating and capital improvement budgets, hereafter called "Budget", for the Board and be responsible for their administration after adoption by the Board.
e. To formulate and present to the Board plans for transit facilities and/or services and the means to finance them.
f. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Transit Agency.
g. To provide regular performance updates to the Board.
h. To attend all meetings of the Board and act as the Secretary of the Board. As Secretary, he or she shall cause to be kept minutes of all meetings of the Board, to cause a copy of the minutes of the previous Board meeting to be included with the agenda of the next regular meeting of the Board, and perform all of the duties prescribed in Section 2.e. above.
i. To establish and maintain fare collection and deposit services.
j. To organize and operate an ongoing transit marketing program, including special promotions.
k. To evaluate and propose new programs and public transportation services, with implementation to occur as approved by the Board.
l. To execute transfers within major budget units, in concurrence with the Treasurer/ Auditor-Controller of the Transit Agency, as long as the total expenditures of each major budget unit remain unchanged.
m. To purchase or lease items, fixed assets, or services within the levels authorized in the applicable Budget.

n. To lease buses, vans, and other transit vehicles on an "as needed" basis from public or private organizations when deemed necessary to assure continued reliability of service.
o. To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

Section 5: Meetings

The Board shall hold regular monthly meetings and shall establish a date, time, and place for those meetings. Meetings may be canceled by a vote of the Board. Special meetings may be called at any time by the Chair, or at the suggestion of the Executive Director, or upon written request by any two members of the Board. Each member shall receive written notice at least 24 hours in advance of any special meeting unless the member has specifically waived this required notice.

Section 6: Ralph M. Brown Act

All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Section 7: Quorum

A majority of the total membership of the Board shall constitute a quorum for the transaction of business.

Section 8: Voting

Regular business will be acted upon by approval of a quorum of the Board, with the exception of the following actions which shall require approval by a unanimous vote of the Directors present and voting at a regular or special meeting of the Board, provided that a quorum of the Board is present and voting:

a. Approval of the Budget.
b. Local Transportation Fund (LTF) Claims Approval for Submittal to TCAG.
c. Withdrawal of an agency prior to completion of initial new membership term (per Article I, Section 2).
d. Readmission of an agency that was a prior member of the Transit Agency and has since withdrawn.

Section 9: Policies and Procedures, Bylaws, Conflict-of-Interest Code, and Debt Policies

Within the first six (6) months of the Transit Agency's existence, the Board shall establish a Policies and Procedures Manual and Bylaws to govern the day-to-day operations of the Transit Agency, local debt policies pursuant to California Government Code section 8855, and a Conflict-of-Interest Code pursuant to California Government Code section 87300, all of which are not inconsistent either with applicable law or with this Agreement. Each Director and Member Agency shall receive a copy of the adopted Policies and Procedures Manual, the Bylaws, and the Conflict-of-Interest Code. Thereafter, the Board may amend

or repeal any bylaw, regulation, policy, procedure or portion of the Conflict-of-Interest Code, provided that such action is not inconsistent with either the applicable law or this Agreement. The Executive Director shall send to each Director and to each Member Agency all Bylaw amendments, and Debt Policy and Conflict-of-Interest Code revisions promptly after adoption by the Board.

Section 10: New Members

If a city within the County of Tulare not a Party to this Agreement desires to join the Transit Agency, it may become a Member Agency subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new Member Agency shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new Member Agency's share of the funding shall be determined in the same manner as for the original Member Agencies, as set forth in Article III, Section 4, "Sources of Funds" of this Agreement.

If a new city is incorporated in Tulare County, it may become a Member Agency, subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new city shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new city's share of the funding shall be determined in the same manner as for the original Member Agencies as set for the in Article III, Section 4, "Sources of Funds" of this Agreement. Regardless of whether or not the new city elects to become a Member Agency, at the end of the fiscal year during which incorporation becomes effective, unless otherwise agreed among the new city, the County, and the Transit Agency, the County will no longer be responsible for funding public transportation within the area included in the new city.

New Member Agencies shall be required to maintain membership in this Agreement for the duration of the fiscal year in which the Member Agency joined, plus the following three (3) fiscal years.

Section 11: Change of Boundaries

In the case of annexations, reorganization of transit services and costs due to new jurisdictional boundaries will occur. Funding for transit services provided within Member Agencies' jurisdictions shall be determined as set forth in Article III, Section 4, "Source of Funds" of this Agreement.

Section 12: Ratification and Effective Date

This Agreement shall become effective upon ratification by the legislative bodies of all participating agencies. This Agreement shall be dated and shall be effective upon the last date ratified by a Member Agency.

Section 13: Amendment of Agreement

This Agreement may be amended at any time by a supplemental written agreement executed by all Parties. Amendments may be made only with the unanimous approval of the legislative bodies of all of the Member Agencies.

Section 14: Withdrawal and Readmission of Member Agencies

Any Party to this Agreement may, on or before May 1 of any year, give written notice to the Transit Agency that it is withdrawing from the Transit Agency and terminating its rights and duties under the Agreement at the end of the fiscal year, and such notice shall have the same effect on the 30th day of June thereafter. Withdrawal at any other time requires approval of the Board per Article II, Section 8.

If a Member Agency chooses to withdraw, it nevertheless shall be responsible for its share of all Transit Agency contractual obligations in force on the effective date of withdrawal. Said share shall be determined in accordance with Article III, Section 4, "Sources of Funds" of this Agreement. The withdrawing agency shall remain responsible for said contractual obligations until the involved contracts legally expire or until the obligations can be changed or eliminated by negotiations between the contracting parties.

Each of the Parties to this Agreement hereby agrees that if it should withdraw from the Transit Agency and give up its rights and duties under this Agreement, as provided hereinabove, and the Transit Agency is not dissolved as a result of said withdrawal, then such withdrawing Party waives its right to any refund of contributions previously made by such Party to the Transit Agency and relinquishes to the Transit Agency all right, title, and interest it may have in any property of the Transit Agency.

After finalization of Member Agency withdrawal, that agency will be eligible to re-enter into this Agreement after one full fiscal year has passed. When any Party has ceased to be a Party to this Agreement, it shall not be entitled to again become a Party to this Agreement except upon unanimous consent of the Board and upon such terms and conditions as may be imposed by unanimous action of the Board.

Section 15: Duration of Agreement

This Agreement shall continue in full force and effect until termination is approved by all or by all but one of the legislative bodies of the Member Agencies, or until withdrawals have reduced the number of Member Agencies to less than two.

In the case of termination, contractual obligations shall be met in the same manner as specified for withdrawals in Article II, Section 14, " Withdrawal and Readmission of Member Agencies" of this Agreement.

Section 16: Distribution of Surplus Money and Property

Pursuant to California Government Code Sections 6511 and 6512, in the event that this Agreement is terminated, then all surplus money and property of the Transit Agency shall be distributed to the Member Agencies in proportion to the most recent annual contributions made by the Member Agencies under the terms of Article III, Section 4, "Source of Funds" of this Agreement. In the case of property, the Member Agencies may elect to receive their shares of the property in kind or may request that their shares be sold and the money distributed in the manner prescribed in this Section.

Section 17: Notification of Secretary of State, State Controller, and Local Agency Formation Commission

Pursuant to California Government Code Sections 6503.5 and 6503.6, the Transit Agency shall, within thirty (30) days of the effective date of this Agreement or amendment thereto, cause (a) a notice of the Agreement or amendment to be prepared and filed with the office of the California Secretary of State, (b) a full copy of the Agreement or amendment to be filed with the State Controller, and (c) a full copy of the Agreement or amendment to be filed with the Tulare County Local Agency Formation Commission.

Article III
Financial and Service Level Provisions

Section 1: Fiscal Year and Budget

The fiscal year for the Transit Agency shall be July 1 through June 30 of the following calendar year.

The Board shall adopt an Annual Budget prior to the beginning of each fiscal year. Except as otherwise provided in Article III, Section 4 of this Agreement, a unanimous vote of approval by all Directors present and voting at a regular or special meeting of the Board, which must be a quorum, shall be required for the adoption of the Budget.

The Annual Budget may carry forward funds for future fiscal years where necessary to reflect obligations under state or federal funding or grant agreements.

Section 2: Level of Service

The minimum level of public transit service provided within the jurisdiction of each Member Agency shall be established by the Transit Agency. The Transit Agency shall set levels of service based on appropriate established criteria, including: needs of residents, service performance, TCAG performance measures and other requirements, Title VI compliance, and any other criteria deemed a) appropriate by the Transit Agency and/or b) required by law. Unmet needs found reasonable to meet will also be implemented as required.

Costs of services above the minimum level of service as set by the Transit Agency shall be calculated based upon the marginal increase in cost, plus an allocation of fixed costs of the additional services based upon the proportion of vehicle hours of the new service to the total vehicle hours provided by the Transit Agency, and shall be charged to and paid by the requesting Member Agency.

Section 3: Service Changes

Transportation Development Act (TDA)-funded services may be adjusted from time to time as deemed appropriate by the Board. Additionally, each Member Agency, by resolution of its governing body, may submit a request for changes in the services funded through TDA within said Member Agency's jurisdictional boundaries. Said request shall include a description of the requested changes.

In reviewing requests for service increases, the Transit Agency shall consider:

a. Whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.
b. Whether there is sufficient funding available to implement the proposed service change.
c. Whether there is sufficient personnel, operating capacity, and capital resources available to implement such services.
d. Whether changes are permissible under state and federal law, and including Transit Agency's willingness and ability to implement necessary actions required for requested changes.

In reviewing requests for service decreases that will amount to a funding reduction of ten (10) percent or more from the requesting agency's share, the Transit Agency shall require up to six (6) months to negotiate changes with the requesting Member Agency and to implement any reductions approved by the Board. The Transit Agency shall consider whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.

Section 4: Sources of Funds

The Transit Agency shall have the authority to apply for any funds available for transit purposes from any regional, local, state, or federal sources. Claims for Local Transportation Funds must be unanimously approved by Directors present at a regular or special meeting of the Board and voting on the matter, which must be a quorum.

Each Member Agency shall make an annual contribution to the Transit Agency. The contribution shall be the member's pro rata share of the Transit Agency's annual budget, less any transit assistance funds that can only be used for transit. The pro rata share shall be based on one-half on the ratios of populations within a member's jurisdictional boundary (excluding the population of any non-member jurisdiction), and one-half on ratios of transit service hours available to each Member Agency. Notwithstanding the foregoing, while any debt incurred by the Transit Agency in accordance with this Agreement remains outstanding, (i) the annual budget of the Transit Agency shall include the aggregate amount of all principal and/or interest payments payable on such debt for each application fiscal year (which aggregate amount so budgeted shall be deemed approved by all Member Agencies, whether or not the annual budget, as a whole, has been approved in accordance with Article III, Section 1 of this Agreement), and (ii) each Member Agency which is a member on the date on which the Transit Agency incurs the applicable debt, shall be obligated to annually contribute its Local Transportation Funds (Government Code section 29530 et seq.), to the Transit Agency (whether the Member Agency remains a member or withdraws as a member of the Transit Agency).

Population figures shall be those published by the California Department of Finance. Transit service hour ratios shall be developed by TCAG or Transit Agency staff, as applicable, and shall be included as part of the Annual Budget.

Section 5: Transfer of Transit-Related Assets

Upon the effective date of this Agreement, each Member Agency shall consider the transfer to the Transit Agency, or retention, of the agency's existing transit-related assets. The terms and conditions for transfers and/or lease of assets shall be negotiated between the Transit Agency and applicable Member Agency. The Executive Director shall establish policies and procedures for maintaining assets and the use of assets necessary to provide public transportation services within its service area, including requirements for Transit Agency pre-approval of alterations and improvements.

Section 6: New Assets

Upon the effective date of this Agreement, the Transit Agency will become responsible for the purchase all new transit vehicles and related equipment, at a minimum, for the provision of services within its service area.

Section 7: Assignment of Federal Transit Administration (FTA) Contracts and Grant Application Authority

Subject to FTA and Transit Agency approval, Member Agencies may assign existing FTA contracts and policies, including contractual requirements, assurances, and responsibilities, over to the Transit Agency. The Executive Director shall be authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning, and capital funds, as well as other state, federal, and local funds that may become available.

Section 8: Service Agreements

Upon the effective date of this Agreement, the Transit Agency shall work with Member Agencies to assume service agreements, if possible and feasible, for services necessary for the operation of the Transit Agency and for provision of service within its service area. Where service agreements cannot be assumed, the Transit Agency will work with contracting Member Agencies to utilize services until such time that the agreements are terminated, as necessary and appropriate. A Member Agency shall not enter into new transit service agreements as required for operation of the Transit Agency once its existing transit service agreements are terminated.

Section 9: Limitation of Financial Commitment

Except as provided in Article III, Section 4 of this Agreement, the Transit Agency shall not obligate Member Agencies to expenditure of general funds for transit purposes.

Section 10: Investment of Funds

Pursuant to California Government Code section 6509.5, the Transit Agency shall have the power to invest any money in the treasury pursuant to California Government Code section 6505.5 that is not re-

quired for the immediate necessities of the Transit Agency, as the Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to California Government Code section 53601.

Article IV
Miscellaneous provisions

Section 1: Treasurer and Auditor

Pursuant to California Government Code Section 6505.5, the County Treasurer and County Auditor of the County of Tulare are hereby designated as Treasurer and Auditor of the Transit Agency. As such, they shall have the powers, duties, and responsibilities as set forth in said section of the Government Code. The County shall be compensated for the services rendered. The amount and method of compensation agreed upon between the County and Transit Agency shall be set forth in the Annual Budget of the Transit Agency.

Section 2: Annual Audit

The Board shall cause an annual audit to be prepared and filed pursuant to California Government Code Section 6505. The Transit Agency shall pay the cost of such audit whether conducted by the County Auditor or an independent auditor.

Section 3: Official Bonds

Pursuant to California Government Code Section 6505.1, the Board shall require the official bonds be filed by any officers, employees, or agents, which have access to the property of the Transit Agency. The cost of said bonds shall be borne by the Transit Agency.

Section 4: Purchasing Procedures

The Board may establish purchasing procedures and policies to ensure the Transit Agency receives competitive prices for the lease or purchase of goods and services. Formal bidding shall not be required unless specifically directed by the Board or required by applicable state or federal law.

Section 5: Indemnification

The Transit Agency shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents, and employees, and members of the Board of Directors, their officers, agents, and employees, and committee members, their officers, agents, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials or supplies to the Transit Agency in connection with the performance of this Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury, or death arising out of or connected with the Transit Agency's performance of its obligations under this Agreement. Nothing herein shall limit the

right of the Transit Agency to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

In this regard, the Member Agencies do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Transit Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any Member Agency is, under such applicable law, held liable for the acts or omissions of the Transit Agency caused by negligent or wrongful act or omission occurring in the performance of this Agreement, then such parties shall be entitled to contribution from the other Member Agencies so that after said contributions each Member Agency shall bear a proportionate share of such liability, in ratios consistent with those provided for in Article III, section 4 above. This Section 5 of Article IV does not apply to acts or omissions of a Member Agency in implementing the public transit system approved by the Transit Agency within such Member Agency's boundaries and managed in whole or in part by such Member Agency.

Section 6: Privileges and Immunities

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any Member Agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the auspices of the Transit Agency and the provisions of this Agreement.

Section 7: Finance or Refinance Acquisition of Transit Equipment

a. Pursuant to California Government Code section 6518, the Transit Agency, without being subject to any limitations of any Party to the Agreement pursuant to California Government Code section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the Transit Agency until the equipment trust certificates are paid.
b. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), it may provide in the agreement to purchase or lease transit equipment any of the following:
    (1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.
    (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the Transit Agency.

(3) An authorization for the Transit Agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the Transit Agency.

c. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), then it shall do all of the following:
   (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.
   (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the Board.
   (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.
   (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the Transit Agency.
   (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the California Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed

d. The Transit Agency acknowledges that California Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under California Government Code section 6518. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under California Government Code section 6518. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.

e. Each vehicle purchased or leased under California Government Code section 6518 shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

Section 8: Issuance of Revenue Bonds or Other Debt

Pursuant to Article 2, commencing with section 6540, of Chapter 5 of Division 7 of Title 1 of the California Government Code and upon the affirmative authorization of each of the Member Agencies, the Transit Agency may issue revenue bonds or other forms of indebtedness, including refunding bonds, pursuant to that article to pay the cost and expenses of acquiring or constructing mass transit facilities or vehicles, including any or all expenses incidental thereto or connected therewith, and such expenses may include engineering, inspection, legal and fiscal agents' fees, costs of the issuance and sale of said bonds, working capital, reserve fund, and bond interest estimated to accrue during the construction period and for a period of not to exceed 12 months after completion of construction. The proceeds of the bonds shall be used only for the project provided for in the indenture pursuant to which such revenue bonds are issued. Pursuant to California Government Code section 6547.8, no Director shall be personally liable on the bonds or subject to any personal liability by reason of the issuance of bonds pursuant to

this authority. Pursuant to California Government Code section 6551, said revenue bonds shall not constitute a debt, liability, or obligation of any Member Agency unless that Member Agency has given its express written consent to such obligation.

Section 9: Insurance

The Transit Agency shall obtain insurance for all Directors and Member Agencies, including, but not limited to, directors and officers liability insurance, and general liability insurance, containing policy limits in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Transit Agency.

Section 10: Dispute Resolution Procedures

This Section shall govern the resolution of all controversies or claims among or between the Parties, including those that may arise between the Transit Agency and a Member Agency, that arise from or are related to this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes among or between the Parties, and/or the Transit Agency and a Member Agency, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating any litigation to resolve the dispute. Pending the resolution of any dispute hereunder, the Transit Agency and each Party shall continue to perform or otherwise fulfill its obligations under the Agreement. For convenience, the parties to a particular dispute are referred to in this Article as the "Disputants" and may include one or more Member Agencies and /or the Transit Agency.

a. **Opportunity to Cure.** Notwithstanding any other provision in this Agreement, no Disputant may terminate the Agreement or pursue any remedy for any breach of this Agreement without first giving the applicable Party written notice of such breach and a reasonable time, not less than thirty (30) days, within which to cure such breach.
b. **Voluntary Resolution, Meet and Confer Obligation**. In recognition of the government-to-government relationships of the Parties, the Disputants will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of any Disputant to seek injunctive relief against the other(s) pursuant to this Section 10, subsection e., when circumstances are deemed to require injunctive relief, the Parties hereby establish a threshold requirement that disputes between or among the Disputants first be subject to a process of meeting and conferring in good faith in order to allow the opportunity to cure any breach of contract issue between or among the Disputants, and to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Agreement, as follows:
    (1) Any Disputant shall give the other applicable Disputant(s), as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section 11 below. Said notice shall suggest a date, time and place for the meeting. The Disputants may jointly decide to meet at another time and place; provided, however, the Disputants agree that such meeting shall commence within fifteen (15) calendar days after the date that the origi-

nal notice was given to the applicable Party, unless the Disputants agree that there is good cause to extend this time limit.

(2) The Disputants agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or be admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation, involving the Disputants; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.

(3) Absent mutual consent of the Disputants, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Disputants shall be free to pursue their rights and remedies under this Section 10, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.

(4) If the dispute is not resolved to the satisfaction of the Disputants within thirty (30) calendar days after the first meeting, then upon the written request of any Disputant, the dispute may be submitted to non-binding mediation in accordance with Subsection c of this section ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by one or more Disputants or the Transit Agency.

c. **Mediation**. In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, then within thirty (30) days after notice is provided through a Mediation Request, the Disputants to the dispute agree to participate in non-binding mediation administered by a mediator, mutually agreed to by the Disputants, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:

(1) The mediation shall be held at a mutually agreeable location within Tulare County, California.

(2) The Disputants shall work together to select a single mediator, but if the Disputants cannot agree on a mediator within forty-five (45) calendar days of the Mediation Request, then each Disputant will provide the others with three (3) names of proposed mediators based on substantive and procedural knowledge, availability, and location. Each Disputant will have an opportunity to strike one (1) name from the list provided by the other Disputants and rank the remaining two (2) names 1-2, with one (1) being the most favorable. The Disputants shall then exchange lists of proposed mediators and the ranking numbers from each Disputant will be added together; the proposed mediator whose combined ranking number is the lowest, which is most favorable, will be deemed

to have been chosen to serve as mediator for the particular dispute (the "Mediator"). If any Disputant fails to act within the forty-five (45) calendar day period, then the mediator shall be appointed by Fresno, California office of the American Arbitration Association ("AAA") in accordance with applicable AAA Commercial Arbitration Rules for large, complex commercial disputes.

(3) The Mediator shall meet with and hear presentations by the Disputants as soon as practicable after appointment.

(4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1129, this Section 10, and, to the extent practicable, the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). The Mediator shall owe a professional duty to all Disputants, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.

(5) Each Disputant shall bear its own costs and attorneys' fees, and an equal proportionate share of all fees and expenses of the Mediator.

(6) Unless otherwise agreed upon by the Disputants in writing, the mediation shall be completed within ninety (90) days of the selection of the Mediator.

(7) The Mediator's recommendations shall not be binding on or admissible against any Disputant. The Arbitrable Dispute shall be resolved in accordance with the litigation provisions set forth in Subsection d. below if: (1) a Disputant elects to reject the Mediator's recommendations; or (2) the Mediator does not meet with the Disputants.

(8) The Disputants agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Disputant or a Disputant's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Disputants; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.

d. **Litigation**. Following the satisfaction of the meet and confer and mediation requirements, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation process (as applicable) may be resolved through litigation by or among the Disputants.

e. **Expedited Procedure for Threats to Public Safety**

(1) **Judicial Litigation**. If any Disputant reasonably believes that another Disputant's violation of this Agreement has caused or will cause an imminent and significant threat to public health or safety, resolution of which cannot be delayed for time periods otherwise specified in this Section 10, then the complaining Disputant may proceed with judicial litigation consistent with the provisions of this Section 10.

(2) The Parties consent to the jurisdiction of the Tulare County Superior Court for purposes of obtaining declaratory relief and specific performance under this Subsection.

Section 11: Notice

All notices required by this Agreement will be deemed to have been given when made in writing and personally delivered or mailed to the respective representatives of Parties at their respective addresses on file with the Transit Agency. Any Party may change the address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail.

Section 12: No Third Party Beneficiaries and No Assignment

This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

Section 13: Waiver

The waiver by any Party or any of its officers, agents or employees or the failure of any other Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

Section 14: Authorized Representatives

The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Parties and to bind their respective Parties to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Parties understand that all Parties are relying on these representations in entering into this Agreement.

Section 15: Successors in Interest

The terms of this Agreement will be binding on all successors in interest of each Party.

Section 16: Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. The Parties shall en-

deavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, with the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision in accordance with Article IV, section 10 of this Agreement.

Section 17: Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute among the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18: Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 19: Counterparts

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF TULARE

By _____
Chair, Board of Supervisors

Attest: Jason T Britt, County Administrative Officer/Clerk of the Board of Supervisors

By _____

Approved as to Form:
COUNTY COUNSEL

By _____
Deputy (Matter No. 20192039)

CITY OF DINUBA

By _____
Mayor

Attest:

By _____
Dinuba City Clerk

Approved as to Form:

By _____
Dinuba City Attorney

CITY OF EXETER

By _____
Mayor

Attest:

By _____
Exeter City Clerk

Approved as to Form:

By _____
Exeter City Attorney

CITY OF FARMERSVILLE

By
_____
Mayor

Attest:

By
_____
Farmersville City Clerk

Approved as to Form:

By
_____
Farmersville City Attorney

CITY OF LINDSAY

By

_____

Mayor

Attest:

By

_____

Lindsay City Clerk

Approved as to Form:

By

_____

Lindsay City Attorney

CITY OF PORTERVILLE

By

_____

Mayor

Attest:

By _____

Porterville City Clerk

Approved as to Form:

By

_____

Porterville City Attorney

CITY OF TULARE

By _____

Mayor

Attest:

By _____

Tulare City Clerk

Approved as to Form:

By _____

Tulare City Attorney

CITY OF VISALIA

By

_____

Mayor

Attest:

By

_____

Visalia City Clerk

Approved as to Form:

By

_____

Visalia City Attorney

CITY OF WOODLAKE

By _____

Mayor

Attest:

By _____

Woodlake City Clerk

Approved as to Form:

By _____

Woodlake City Attorney

AGENDA ITEM: Gen Bus Eng 3a

CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET

Submitting Department: Engineering

For Council Meeting of: June 16, 2020

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

AGENDA ITEM:
Consider a request by Del Lago Place, LLC to grant a time extension for completion of public improvements for the Tesori subdivision, and if approved, authorize the City Manager to enter an amended subdivision improvement agreement reflecting said extension.

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

BACKGROUND/EXPLANATION:
Tesori is a subdivision containing 45 residential lots, and is located between Bella Oaks and Ribolla Avenues west of Mooney Boulevard. The subdivider is Del Lago Place, LLC, a California Limited Liability Company. The existing final map and original subdivision agreement were approved by the Council on November 5, 2013.

On June 21, 2016, Council authorized an amended subdivision agreement extending the expiration date to June 21, 2017 to provide additional time to resolve the issues related to completion of the required improvements to Mooney Boulevard. On June 6, 2017, Council approved an additional 12-month extension resulting in a revised expiration date of June 6, 2018.

On June 5, 2018, Council authorized an additional twelve month extension to the subdivision agreement resulting in a revised expiration date of June 5, 2019 to provide additional time for the City staff and the Developer to complete an oversize construction reimbursement agreement related addressing the required improvements to Mooney Boulevard. A draft reimbursement agreement was brought to City Council on August 21, 2018, at which time it was approved for execution subject only to minor, clarifying changes authorized by the City Manager and City Attorney. A final version of the reimbursement agreement was executed by the City and Developer on September 28, 2018.

On June 4, 2019, Council granted an additional 6-month time extension to the subdivision improvement agreement with a provision that a progress update be provided indicating positive movement towards completion of the required Mooney Blvd. improvements before any additional extensions would be considered.

Prior to the expiration of the 6-month extension, the Developer successfully obtained State approval of their Mooney Blvd. improvement plans and was issued an encroachment permit by Caltrans to complete the work. Despite that progress, it was clear that the improvements could not be completed prior to the December 4, 2019 expiration date of Council's 6-month time extension. As such, the Developer requested another extension to the subdivision improvement agreement.

On December 3, 2019, Council granted an additional 3-month time extension to the subdivision improvement agreement with a provision that a progress update be provided indicating substantial completion of the remaining subdivision improvements, including those to Mooney Blvd., before any additional extensions would be considered.

On February 18, 2020, Council granted an additional time extension until June 30, 2020 with direction that City staff and representatives of the Developer meet to review the status of remaining uncompleted subdivision improvements, develop benchmarks for their completion, and return to present those benchmarks to Council at their March 17, 2020 meeting. On February 28, 2020, the City Manager, City Attorney, City Engineer and Public Works Inspector met on-site at the Tesori subdivision with Developer representative Rhett Bullock and Counsel for the Developer, Jeff Warren. The status of remaining uncompleted subdivision improvements was discussed, and clarifications were provided by City staff as to what was necessary to achieve completion status.

The Developer's representative has provided a status report regarding where they currently stand in the process of completing the improvements, to which staff has added responses. A copy is attached for Council's consideration. As indicated, some items have been satisfactorily completed by the Developer. Other items have shown some progress towards completion. Construction of the required Bella Oaks Avenue connection to Mooney Blvd. and frontage improvements to Mooney Blvd. have not yet commenced, with the Developer reporting that they continue to work with Southern California Edison on the utility relocation design along Mooney Blvd.

STAFF RECOMMENDATION:
Consider a request by Del Lago Place, LLC to grant a time extension for completion of public improvements for the Tesori subdivision, and if approved, authorize the City Manager to enter an amended subdivision improvement agreement reflecting said extension.

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

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

FUNDING SOURCE/ACCOUNT NUMBER: N/A

Submitted by: Michael Miller **Title: City Engineer**

Date: June 8, 2020 **City Manager Approval: _____**