

**ACTION MINUTES OF TULARE
CITY COUNCIL, CITY OF TULARE**

June 6, 2017

A closed session meeting of the City Council, City of Tulare was held on Tuesday, June 6, 2017, at 6:00 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.

COUNCIL PRESENT: Carlton Jones, Maritsa Castellanoz^{6:30 p.m.}, David Macedo, Greg Nunley, Jose Sigala

STAFF PRESENT: Joe Carlini, Heather N. Phillips, David Garcia, Steve Bonville, Janice Avila, Melissa Hermann

I. CALL TO ORDER CLOSED SESSION OF THE TULARE CITY COUNCIL AND TULARE CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY

Mayor Jones called the closed session to order at 6:15 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 citizen comments presented.

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

Mayor Jones adjourned to closed session at 6:15 p.m. for items as noted on the agenda.

- (a) 54956.8b Conference with Real Property Negotiators
Property: located in Goshen, California APN #072-050-018
Under Negotiation: Price, terms, conditions regarding disposition of property
Negotiating parties: Joseph Carlini, Steve Bonville, Heather N. Phillips
- (b) 54956.9(d)(1) Conference with Legal Counsel – Existing Litigation (1)
Name of Case: Vohra v. City of Tulare, TCSC Case No. VCU266567
- (c) 54957(b)(1) – Public Employment: City Manager

IV. RECONVENE CLOSED SESSION

Mayor Jones reconvened from closed session at 7:19 p.m.

V. CLOSED SESSION REPORT (if any)

Mayor Jones advised there was no reportable action regarding Items a and b. In regard to Item c, an offer of employment was (unanimously) extended to current Interim City Manager, Joe Carlini.

Council Member Macedo stated he had recused himself during Item a due to a conflict of interest.

A regular session meeting of the City Council, City of Tulare was held on Tuesday, June 6, 2017, at 7:00 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.

COUNCIL PRESENT: Carlton Jones, Maritsa Castellanoz, David Macedo, Greg Nunley, Jose Sigala

STAFF PRESENT: Joe Carlini, Heather N. Phillips, David Garcia, Darlene Thompson, Janice Avila, Wes Hensley, Willard Epps, Rob Hunt, Steve Bonville, Nick Bartsch, Traci Myers, Melissa Hermann

VI. ADJOURN CLOSED SESSION

Mayor Jones adjourned closed session at 7:21 p.m.

VII. CALL TO ORDER REGULAR SESSION

Mayor Jones called the regular meeting to order at 7:29 p.m.

VIII. PLEDGE OF ALLEGIANCE AND INVOCATION

Interim City Manager Joe Carlini led the Pledge of Allegiance and an invocation was given by Community Services Director Rob Hunt.

IX. CITIZEN COMMENTS

Mayor Jones 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.

Paul Frietas addressed the Council regarding residential curbing in his neighborhood, speed limit issues and requested a stop sign near the Senior Center and surrounding areas.

Donnette Silva-Carter of the Tulare Chamber of Commerce extended an invitation for the Business After Hours event at Altura Center of Health this Thursday and to the Salute to the Dairy Industry and Coronation event this Friday at the Heritage Complex.

X. COMMUNICATIONS

There were no items for this section of the agenda.

XI. CONSENT CALENDAR:

It was moved by Vice Mayor Castellanoz, seconded by Council Member Sigala, and unanimously carried that the items on the Consent Calendar be approved as presented with the exception of items 3, 4, 6, 7, and 8.

- (1) **Authorization to read ordinances by title only.**
- (2) **Approve minutes of May 16, May 30 & May 31, 2017 special/regular meeting(s).**
- (3) **Receive the proposed 2017/18 budgets and the fiscal years 2017-2022 projects budgets for Council review and study prior to budget adoption on June 20, 2017.** Council Member Sigala pulled this item to inquire about a project regarding the replacement of the Police Department natural gas powered standby generator to a diesel-powered generator. General Services Director Steve Bonville provided a response thereto. Council Member Sigala inquired about the project regarding the Live Oak or Bender Park rehabilitation, asking if this is an "and/or" project. Community Services Director Rob Hunt responded thereto. Senior Project Manager Nick Bartsch provided additional information to address questions from Council Member Sigala.

Following discussion, it was moved by Council Member Sigala, seconded by Vice Mayor Castellanoz, and unanimously carried to accept the item as presented.

- (4) **Authorize the City Manager to approve City Attorney billing invoices dated April 1, 2017 through execution of a contract for legal services in excess of the City Manager's approval authority as provided in the City's Purchasing Policy, not to exceed \$80,000.** Council Member Macedo pulled this item and stated he was opposing it. It was moved by Council Member Sigala, seconded by Vice Mayor Castellanoz, and carried 4-1 (Council Member Macedo voting no) to accept the item as presented.
- (5) **Adopt Resolution of Intent 17-21 receiving the draft report of Tulare Downtown Association (TDA) Board of Directors, and setting June 20, 2017, as the public hearing date regarding annual downtown district assessments.**

(6) Authorize an amendment to the subdivision improvement agreement for the Tesori subdivision reflecting a twelve (12) month time extension from date of Council approval, resulting in a new subdivision improvement agreement expiration date of June 6, 2018. Council Member Nunley recused himself from this item stating there is a business conflict of interest. It was moved by Council Member Macedo, seconded by Vice Mayor Castellanoz, and carried 4-0 (Council Member Nunley recused) to accept the item as presented.

(7) Approve updates to Administrative Policy 15-01 Transportation System Planning Policy. Council Member Sigala pulled this item to receive clarification on a line item regarding safe schools and requested to increase the amount from \$15,000 to \$20,000. He also inquired about the Measure I funds being used for streets. Senior Project Manager Nick Bartsch provided a response thereto.

Following discussion, it was moved by Council Member Sigala to accept the item with an amendment to increase funding for safe schools from \$15,000 to \$20,000. This motion died for lack of a second.

It was moved by Council Member Sigala, seconded by Council Member Macedo, and unanimously carried to accept the item as presented.

(8) Approve the project budget for improvements to Cartmill Avenue between the Cartmill Avenue Interchange at Highway 99 and De La Vina St. Consider award of a contract to Peters Engineering Group of Clovis, CA in an amount not to exceed \$623,138 for field surveying and mapping, utility coordination, geotechnical analysis, engineering design, right-of-way acquisition (appraisals, negotiation, contracts and documentation), and bidding and engineering construction support services as needed. Authorize the City Manager, or designee, to approve contract change orders in an amount not to exceed 10% (\$62,313.80) of the contract award amount. Council Member Macedo pulled this item to recuse himself stating a property conflict of interest. Council Member Nunley recused himself stating a property conflict of interest. Council Member Sigala inquired about the cost per mile charge in the contract, which is higher than the standard rate in addition a footnote stating a labor surcharge would be charged if the project was required to be accelerated. Senior Project Manager Nick Bartsch provided a response thereto.

Following discussion, it was moved by Vice Mayor Castellanoz, seconded by Council Member Sigala, and carried 3-0 (Council Members Macedo and Nunley recused) to accept the item as presented.

(9) Adopt Resolution 17-22 designating and authorizing the City Manager or his/her designees to act on behalf of the City of Tulare to execute applications and agreements for California Low Carbon Transit Operations Program (LCTOP).

- (10) Receive, review, and file the Monthly Investment Report for April 2017.
- (11) Authorize the City Manager to negotiate a contract with Bowen Engineering subject to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Bowen Engineering in the amount of \$154,000 for the remediation of arsenic from properties APN #169-140-013 and APN #169-140-014 located on Cross and North J Street, contingent to a Purchase and Sale Agreement between the City of Tulare and Orosco Development for the purchase of the properties once remediated.

XII. SCHEDULED CITIZEN OR GROUP PRESENTATIONS

- (1) **Presentation regarding Explorer Program.** A short presentation was provided by Officer Luis Jaramillo regarding the Explorer Program.

XIII. MAYOR'S REPORT

There were no items for this section of the agenda.

XIV. STUDENT REPORTS

There were no items to report.

XV. 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 17-23 approving a mitigated negative declaration for General Plan Amendment No. 2016-03 and Zone Amendment No. 718 (Resolution 5232) and Resolution 17-24 to approve General Plan Amendment 2016-03 providing for a change in land use designation on 6.76 acres from Community Commercial to Low Density Residential (LDR, 3.1 to 7 units/acre); and 4.01 acres from Community Commercial to Medium Density Residential (MDR, 7.1 to 14 units/acre), and pass-to-print Ordinance 17-05 approving Zone Amendment No. 718, changing the zoning on 6.76 acres from C-3 (Retail Commercial) to R-1-6PD (Single family residential, 6,000 sf minimum lot area, planned development); and 4.01 acres from C-3 (Retail Commercial) to R-M-2 (Multi-family residential, 3,000 sf lot area per unit). Property is located at the southeast corner of North "J" Street and Cartmill Avenue (APN 164-040-006).** Council Member Macedo recused himself from this item stating a property conflict of interest. King James addressed the Council with

various concerns the project may have near his residence. Council Member Nunley requested this item be continued due to receiving material related to this item late and there was a lack of time for review. Council Member Nunley requested that staff provide complete information when packets are distributed.

Following discussion, it was moved by Council Member Nunley, seconded by Council Member Sigala, and carried 4-0 (Council Member Macedo recused) to continue this item on the June 20, 2017 agenda.

(2) City Manager:

- a. Consideration of appointment of Police Review Board Member to an at-large vacancy by the City Council for term ending December 31, 2018.** Interim City Manager Joe Carlini provided a report for the Council's review and consideration. Mayor Jones invited applicants to speak to the Council regarding their background and desire to serve on the Police Review Board.

It was moved by Vice Mayor Castellanoz, seconded by Council Member Macedo, and unanimously carried to appoint Duane Goree, Jr. to the Police Review Board.

- b. Consideration of appointment of two alternate Mid Kaweah Groundwater Sustainability Agency Board Directors who may participate only when a principal director is absent.** Interim City Manager Joe Carlini provided a report for the Council's review and consideration. Council Member Macedo stated that the alternates should be from the Board of Public Utilities. Gregory Blevins and Howard Stroman volunteered to be alternates.

It was moved by Council Member Macedo, seconded by Vice Mayor Castellanoz, and unanimously carried to appoint Gregory Blevins and Howard Stroman as alternates on the Mid Kaweah Groundwater Sustainability Agency Board of Directors.

- c. Approve a legal services agreement with Goyette & Associates, Inc., for City Attorney Services for the City of Tulare, and authorize the City Manager to execute the agreement on behalf of City Council.** Interim City Manager Joe Carlini provided a report for the Council's review and consideration. It was moved by Council Member Sigala, seconded by Vice Mayor Castellanoz, and carried 4-1 (Council Member Macedo voting no) to approve the item as presented.

- d. **Consideration of approving or denying a Letter of Support of Senate Bill 687 (Skinner) 1b, which would require any non-profit corporation that operates a health facility that includes an emergency center to obtain the consent of the Attorney General prior to planned elimination or reduction in the level of emergency medical services provided.** Interim City Manager Joe Carlini provided a report for the Council's review and consideration. Council Member Sigala provided additional information regarding this item. It was moved by Council Member Sigala to accept this item as presented. This motion died for lack of a second.

(3) Police/Fire:

- a. **Review and discuss the Pueblo Fest special event fee administered by the Tulare Police Department and Tulare Fire Department.** Mayor Jones stated this item is pulled from the agenda.

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

It was moved by Council Member Sigala to agendize discussion on developing a policy on naming intersections after an individual, seconded by Vice Mayor Castellanoz, and carried 4-1 (Council Member Macedo voted no).

Council Member Sigala requested clarification regarding the development of the Economic Development taskforce following the reorganization. Interim City Manager Joe Carlini stated the creation of the taskforce will be addressed once an Economic Development Director and staff is hired.

It was moved by Council Member Sigala to agendize for discussion and appointment of a Council Member to serve as a representative on the County Homelessness taskforce, seconded by Vice Mayor Castellanoz and unanimously carried 5-0.

It was moved by Council Member Sigala to agendize a presentation on the ACT for Women and Girls organization, seconded by Vice Mayor Castellanoz, and carried 4-1 (Mayor Jones voted no).

It was moved by Council Member Sigala to agendize a presentation on the Clean Air Advisory Committee, seconded by Council Member Nunley, and carried 3-2 (Council Member Macedo and Mayor Jones voted no).

It was moved by Vice Mayor Castellanoz to agendize for discussion setting a time limit of 9:30 p.m. for Council meetings, seconded by Council Member Macedo, and carried 4-1 (Council Member Sigala voted no).

XVII. ADJOURN REGULAR MEETING

Mayor Jones adjourned the regular meeting at 9:07 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

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Manager’s Office

For Council Meeting of: June 20, 2017

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Nomination of Council Member Jose Sigala by the Tulare City Council to serve as the Transit Representative on the Tulare County Association of Governments (TCAG).

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The Transit Representative is a City representative on the TCAG Board. The representative must be an elected official from a city in the county, and it was recommended, but not required, that the representative be from a city that directly provides transit services. All of the 8 Cities in Tulare County were asked to determine if any of their Council Members were interested in serving. Three names were submitted as follows:

- Phil Cox - Council Member, City of Visalia
- Greg Gomez - Council Member, City of Farmersville
- Jose Sigala – Councilmember, City of Tulare

This position will replace Cam Hamilton from the City of Porterville who will complete his term on June 30, 2017.

All of the cities in the County will conduct a vote, and the nominee with the most votes will be forwarded to TCAG as the representative from the cities. If there is a tie, the Council of Cities will make the final decision. The Council will vote between the two people involved in a tie. If the first Council of Cities vote also ends in a tie, then the Council will vote again on the same day. If it is still a tie, it will be decided by a random draw at the same meeting.

The candidate with the second largest number of votes will be named as the alternate to the Transit Representative.

All cities are to cast their vote and provide the name of their selection to the administrator of the Council of Cities by June 30, 2017. If a City is unable to complete the process by that time, the process will continue without that city's input. If a Council of Cities meeting is needed, it is tentatively scheduled to be held on July 12, 2017. The goal is to have a member seated by the TCAG meeting on July 17.

The job description for this position, as provided by TCAG, includes the following:

- Receive orientation and training on the roles and responsibility of TCAG as an agency, as well as the responsibilities of individual board members.
- Represent the interests of public transit in Tulare County. This includes the interest of residents and riders in the county, as well as all agencies that provide public transit in Tulare County.
- Serve as the TCAG representative on the CalVans board of governors.
- Attend various meetings, functions, conferences, etc., examples include:
 - CalVans board meetings
 - Stakeholder and community meetings
 - Unmet Needs Public Hearings
 - Transit forum meetings
 - Meetings of the Social Services Transportation Advisory Council (SSTAC)
 - Events, functions, etc. with local, regional, state and federal partner agencies
 - Advocacy trips to Sacramento and Washington D.C.
 - Project groundbreakings
- Ensure that you are provided the necessary information for decision-making.
- Attend board member training.
- Attend TCAG board meetings and workshops.
- Promote and advocate for public transit that serves the residents of Tulare County.

STAFF RECOMMENDATION:

Nomination of Council Member Jose Sigala by the Tulare City Council to serve as the Transit Representative on the Tulare County Association of Governments (TCAG).

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Joseph V. Carlini

Title: Interim City Manager

Date: June 8, 2017

City Manager Approval: _____

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Manager's Office

For Council Meeting of: June 20, 2017

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:
Receive the Tulare Historical Museum's Annual Report.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:
The Tulare Historical Museum submits its Annual Report outlining the past year's list of accomplishments.

STAFF RECOMMENDATION:
Receive the Tulare Historical Museum's Annual Report.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Joseph Carlini **Title:** Interim City Manager

Date: June 9, 2017 **City Manager Approval:** _____



TULARE CITY HISTORICAL SOCIETY TULARE HISTORICAL MUSEUM

444 West Tulare Avenue · Tulare, California 93274
TEL: (559) 686-2074 · www.tularehistoricalmuseum.org

June 12, 2017

City of Tulare

Attn: Joseph Carlini, City Manager
Carlton Jones, Mayor
Maritsa Castellanoz, Vice Mayor
David Macedo, Councilmember
Greg Nunley, Councilmember
Jose Sigala, Councilmember

On behalf of the Tulare City Historical Society Board of Directors and the Tulare Historical Museum, I would like to express our thanks and gratitude to the City of Tulare for its continued valued partnership! You have helped play a vital role in our important mission from the very beginning, and we look forward to it continuing in the fiscal year 2017-2018! We do not take your assistance for granted, and we will continue to do our part in the continued progress of THM, which is truly a great asset for the city of Tulare to have!

When cities have a local Museum, it says a lot to both citizens of the town and to interested persons “outside looking in.” The historic environment of having a Museum plays an important part in the cultural life of a city. Furthermore, Museums and heritage bring people together; they contribute to civic engagement. Here at THM there are numerous volunteers, as well as members and friends of the Museum who are linked to THM and its success. The interest in THM transcends far outside the city limits of Tulare. Ultimately, when all of these people see that city government supports such an institution, it shows them that the city itself is invested in the historic culture of our city and in preserving the very fabric of its rich and varied tapestry that makes it what it is today. Culture is at the heart of public places, and as such, Museums can help raise the profile and quality of life of a city. Along with quality education and health care options, when people are looking to relocate, they also desire cultural opportunities.

Museums also support the regeneration and development of the local economy. For example, since THM’s opening in 1985, it has been included in the Southern California AAA TourBook Guide every year. Many vacationers on their way to Sequoia and Yosemite visit our Museum, as do concert-goers who travel to Visalia every year for the Great Western Southern Gospel Fan Festival. Incidentally, some guests travel specifically to Tulare and THM when they become aware of either our Bob Mathias and Sim Iness Olympic Collections, or our Military History Wing. In any of these instances, these same Museum guests subsequently “stick around” and gas up, shop, eat and sometimes even sleep in Tulare.

By having an important institution such as ours, we have been able to save and preserve thousands of items pertaining to our cultural history, which otherwise would have been lost over the passage of time. Unfortunately when items are lost forever, a part of our culture sadly goes with it. However when our history can be preserved, even by a singular item, it helps the cultural identity of our city grow stronger! I am Proud to say that this is what the dedicated volunteers and staff at THM have been doing for over 30 years!

When I began last year in my present capacity at THM, I informed your governing body at the time that my first priority was to increase the value of our institution to both its members and guests, as well as raise the overall level of our service. I'm proud to say to you today that THM's overall "value" continues to increase yearly! This is accomplished not only through the Museum's physical presence, where members and guests have a first class Museum and Art Gallery to visit, but it is also accomplished through our events, historical advocacy, quarterly newsletter and our social media presence. While our mission is to preserve the history of the city of Tulare and its residents, the much larger goal is to bring appreciation and love for history to the forefront of people's minds. When we appreciate our collective history as members of the same family, citizens of Tulare, we also begin to appreciate our individual histories. THM is the driving force behind this inspiration for people every day!

A few of THM's highlights during the 2016-2017 fiscal year have been:

- 3,000+ guests visited from throughout the local area, as well as the U.S. and the world.
- School tours provided for all 45 third grade classes in the Tulare City School District.
- Hosted eight local art exhibitions, showcasing 64 local area artists, as well as 4th-12th grade Tulare City Schools art students, along with eight free opening receptions.
- Held five fundraisers throughout the year, to include the 26th annual 'Taste Treats in Tulare.'
- Sponsored the third installment of our 'Adopt-An-Animal' naming contest for our 3rd grade school tours.
- Held two special "Sunday @ 2" free cultural programs.
- Held numerous special group tours from senior citizen centers and youth groups.
- Opened our doors to the public for free nine times throughout the year.

- Fulfilled numerous historical research requests through our Tom Hennion Archives Center, from people/organizations throughout the U.S.
- Presented an historical presentation in conjunction with the Tulare City Library.
- Conducted four special historical presentations for Buena Vista Elementary School in Tulare and Bartlett Middle School in Porterville.
- Continued implementation of cost saving and energy efficient measures for our facility.

The Tulare Historical Museum continues to be regarded not only as an important and valuable resource to the city of Tulare and its residents, but also as a culturally important and desirable point of interest to travelers world-wide. As a result, we remain committed to our mission and our service, which will continue to grow stronger in the coming years ahead. We look forward in continuing to work with you in this very important endeavor, as we continue to utilize our resources to their maximum potential for the benefit of everyone!

Respectfully Submitted,

Christopher Harrell
Executive Director-Curator, THM

AGENDA ITEM:

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering / Project Management

For Council Meeting of: June 20, 2017

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City Manager to execute City of Tulare-State of California Cooperative Agreement No. 06-1654, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, for the EN0064 - 'E' St. Improvements Project.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

This Capital Improvement Project is a street and utility improvements project on 'E' Street between Bardsley Avenue and Rainier Court. The project includes ADA compliance improvements to intersection curb returns and alley/sidewalk intersections that fall within the project limits. Additionally, the project also addresses necessary water, sewer and surface water improvements within those limits. The need for the project was identified through the City's Pavement Management System in conjunction with the utility departments' capital budget programs, and is programmed in the City's transportation CIP program to begin construction during the summer of 2017.

As a part of the 'E' St. Improvements Project, utility infrastructure improvements are being made through the State Route 137 (Inyo Avenue) / 'E' Street intersection. The required repairs to the pavement have triggered ADA upgrades to, and replacement of, the four (4) adjacent corner curb ramps. Because the majority of these ramps fall within Caltrans' right-of-way, Caltrans has agreed to pay the cost related to the replacement of the ramps under the City project. The agreement states Caltrans will pay an amount not to exceed \$20,000 for these improvements. The four (4) ramps are each currently estimated to cost \$3,800.

STAFF RECOMMENDATION:

Authorize the City Manager to execute City of Tulare-State of California Cooperative Agreement No. 06-1654, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, for the EN0064 - 'E' St. Improvements Project.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

TBD - EN0064-XXX-XXX

Submitted by: Nick Bartsch

Title: Senior Project Manager

Date: June 8, 2017

City Manager Approval: _____

COOPERATIVE AGREEMENT
State SHOPP Minor Funds Contribution

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Tulare, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.
2. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.
3. AGREEMENT shall have no force or effect until CITY has obtained an encroachment permit from CALTRANS.
4. CITY intends to construct street improvements along E Street in the City of Tulare at SR 137/Inyo Ave within the State Highway System and is referred to herein as PROJECT.
5. CITY will follow the CALTRANS encroachment permit process in order to complete the PROJECT.
6. CALTRANS will pay CITY in the amount of \$20,000 from SHOPP Minor funds required for PROJECT.
7. PARTIES hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward the PROJECT.

SCOPE

8. CITY is responsible for completing all work for the PROJECT.
9. At no cost to CITY, CALTRANS will perform Quality Management to assure City's work is performed in accordance with CALTRANS' current policies, procedures, standards, and practices.

INVOICE & PAYMENT

10. CITY will submit to CALTRANS monthly invoices for the prior month's actual expenditures.
11. CALTRANS will pay CITY within 45 (forty-five) calendar days of receipt of invoices.
12. PARTIES agree that the total amount of SHOPP Minor funds paid out to CITY will not exceed \$20,000.
13. After PARTIES agree that all work for PROJECT is complete, CITY will submit a final accounting for all costs. Based on the final accounting, CITY will refund or invoice as necessary in order to satisfy the financial commitment of this Agreement.

GENERAL CONDITIONS

14. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
15. If CITY fails to complete the PROJECT for any reason, CITY shall, at CITY's expense, return the State Highway System right-of-way to its original condition or to a safe and operable condition acceptable to CALTRANS. If CITY fails to do so, CALTRANS reserves the right to finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill CITY for all expenses incurred and CITY agrees to pay said bill within forty-five (45) days of receipt.
16. If CITY fails to complete the PROJECT for any reason, CITY will refund the full amount of CALTRANS' contribution.
17. CITY will retain all PROJECT related records for four (4) years after the final voucher.
18. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

19. If HM-1 or HM-2 is found during construction, CITY will immediately notify CALTRANS.
20. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

21. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake or cause to be undertaken HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost for HM-1 MANAGEMENT for HM-1 found within PROJECT limits and outside of the existing State Highway System right-of-way.

22. CITY is responsible for HM-2 MANAGEMENT within the PROJECT limits.
23. HM-2 MANAGEMENT costs are PROJECT costs.
24. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.

25. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this Agreement.

26. If the work performed on PROJECT is done under contract and falls within the Labor Code section 1720(a) (1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by City's own forces is exempt from the Labor Code's Prevailing Wage requirements.

CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY contracts.

27. This AGREEMENT is intended to be PARTIES final expression and supersedes all prior oral understandings pertaining to PROJECT.

28. Unless otherwise documented in a maintenance agreement, CITY will maintain all PROJECT improvements.

29. AGREEMENT will terminate upon CALTRANS' acceptance of the PROJECT. However, all indemnification and maintenance articles of AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

PARTY – Any individual signatory party to this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to AGREEMENT.

The primary Agreement contact person for CALTRANS is:

Curt Hatton, Project Manager
2015 East Shields, Suite 100
Fresno, CA 93726
Office Phone: (559) 243-3445
Email: Curt.Hatton@dot.ca.gov

The primary Agreement contact person for CITY is:

Nick Bartsch, Project Manager
411 E Kern Ave
Tulare, CA 93274
Office Phone: (559) 684-4209
Email: nbartsch@tulare.ca.gov

SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into AGREEMENT.
3. The people signing AGREEMENT have the authority to do so on behalf of their public agencies.

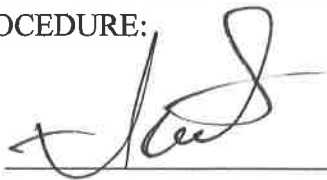
**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By: _____
SHARRI BENDER EHLERT
District Director


CERTIFIED AS TO FUNDS:

By: _____
WILLIAM ETHELTON
Budget Manager

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
MEERA DANDAY
Deputy Attorney

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

By:  _____
TAMARA WARREN
HQ Accounting Supervisor

CITY OF TULARE

By: _____
City Manager

ATTEST:

By: _____
City Attorney

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
ROXANNE YODER
City Deputy City Clerk

TRANSPORTATION PROJECT (PMS)

PROJECT #EN0064 (enR2015-3)
'E' St. - Badsley to Pleasant
R-EN.16.17 PMS E Alpine to Tulare
(CIP)

PROJECT MANAGER: Nick Bartsch

PROJECT DESCRIPTION & PURPOSE: Pavement Management System project on E Street between Bardsley Avenue and Pleasant Avenue. Includes ADA Concrete work and Water facilities.

KEY POINTS: Traffic safety; Relief from potential liability concerns; Compliance to the American Disabilities Act

PROJECT STATUS: *Construction: Summer 2017* ; Approved by TMT on 2/27/15

PROJECTED START DATE: 3/1/2016

PROJECTED END DATE: 12/31/2017

FUTURE M & O: None

CRITERIA (1-8): Criteria 7: Project addresses regulatory, safety, or environmental requirements that could threaten in whole or in part the City's ability to operate a core program or function at some future time if not replaced or repaired.

	Fiscal Year					Total	Unfunded
	2016/17	2017/18	2018/19	2019/20	2020/21		
Costs Description							
001 - Conceptual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00
002 - Preliminary Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00
003 - Environmental	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000	\$0.00
004 - Final Design	\$280,065.81	\$0.00	\$0.00	\$0.00	\$0.00	\$280,066	\$0.00
005 - Construct/Impliment	\$0.00	\$5,219,628.99	\$0.00	\$0.00	\$0.00	\$5,219,629	\$0.00
006 - Close Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00
Total Costs:	\$286,065.81	\$5,219,628.99	\$0.00	\$0.00	\$0.00	\$5,505,695	\$0.00
Funding Sources							
022 - Gas Tax	\$157,833.90	\$2,489,877.25	\$0.00	\$0.00	\$0.00	\$2,647,711	\$0.00
077 - CDBG	\$0.00	\$390,000.00	\$0.00	\$0.00	\$0.00	\$390,000	\$0.00
021 - Measure 'R' Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00
010 - Water Bonds CIP	\$58,378.74	\$1,065,193.32	\$0.00	\$0.00	\$0.00	\$1,123,572	\$0.00
615 - Sewer/Wastewater CIP	\$22,446.47	\$409,563.88	\$0.00	\$0.00	\$0.00	\$432,010	\$0.00
647 - Surface Water CIP	\$47,406.70	\$864,994.55	\$0.00	\$0.00	\$0.00	\$912,401	\$0.00
Total Funding:	\$286,065.81	\$5,219,629.00	\$0.00	\$0.00	\$0.00	\$5,505,695	\$0.00

Project Cost Worksheet

Expenses	Fiscal Year					Total
	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	
001 - Conceptual						
						\$0.00
						\$0.00
						\$0.00
Sub Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
002 - Preliminary Design						
						\$0.00
						\$0.00
						\$0.00
Sub Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
003 - Environmental						
Environmental (CEQA & NEPA)	\$6,000.00					\$6,000.00
						\$0.00
						\$0.00
						\$0.00
Sub Total:	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00
004 - Final Design						
PSE - Engineering Consultant	\$250,193.90					\$250,193.90
PSE - Streets Time						\$0.00
PSE - Water Time						\$0.00
PSE - Sewer Time						\$0.00
PSE - PM Time	\$19,914.61					\$19,914.61
PSE - DSD Time	\$9,957.30					\$9,957.30
Sub Total:	\$280,065.81	\$0.00	\$0.00	\$0.00	\$0.00	\$280,065.81
005 - Construct/Impliment						
CON - Streets Time		\$1,500.00				\$1,500.00
Con - Water Time		\$1,500.00				\$1,500.00
Con - Sewer Time		\$1,500.00				\$1,500.00
Con - PM Time		\$35,329.21				\$35,329.21
Con - DSD Time		\$9,957.30				\$9,957.30
CON - Design Engineer - Construction Support		\$39,829.21				\$39,829.21
CON - Construction Management		\$278,804.47				\$278,804.47
CON - Testing, Surveying, Labor Compliance		\$199,146.05				\$199,146.05
CON -Construction Costs (Contractor)		\$3,982,921.00				\$3,982,921.00
Contingency		\$659,141.75				\$659,141.75
Misc.		\$10,000.00				\$10,000.00
Sub Total:	\$0.00	\$5,219,628.99	\$0.00	\$0.00	\$0.00	\$5,219,628.99
006 - Close Out						
						\$0.00
						\$0.00
						\$0.00
Sub Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Costs:	\$286,065.81	\$5,219,628.99	\$0.00	\$0.00	\$0.00	\$5,505,694.80
Funding Sources						
	Fiscal Year					Total
	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	
022 - Gas Tax	\$157,833.90	\$2,489,877.25				\$2,647,711.15
077 - CDBG		\$390,000.00				\$390,000.00
021 - Measure 'R' Local						\$0.00
010 - Water Bonds CIP	\$58,378.74	\$1,065,193.32				\$1,123,572.06
615 - Sewer/Wastewater CIP	\$22,446.47	\$409,563.88				\$432,010.35
647 - Surface Water CIP	\$47,406.70	\$864,994.55				\$912,401.24
Total Funding:	\$286,065.81	\$5,219,629.00	\$0.00	\$0.00	\$0.00	\$5,505,694.80

AGENDA ITEM:

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering / Project Management

For Council Meeting of: June 20, 2017

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Accept as complete the contract with 99 Pipeline for work on Project EN0065 to construct the 'H' St. Improvements Project. Authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

On June 21, 2016, the City Council awarded a contract in the amount of \$1,486,380.07 to 99 Pipeline of Porterville, CA for street and utility improvements along 'H' Street between Cross Avenue and Prosperity Avenue. The project included ADA compliance improvements to intersection curb returns and alley/sidewalk intersections that fall within the project limits. Additionally, it addressed necessary water, sewer and surface water improvements within those limits. The need for the project was identified through the City's Pavement Management System in conjunction with the utility departments' capital budget program.

The project was funded through a combination of Gas Tax, Water and Sewer funds.

A summary of contract costs is as follows:

Original Contract Award:	\$	1,486,380.07	
Board of Public Utilities Approved Scope Changes:	\$	262,040.40	
Transportation Related Scope Changes (Pleasant Ave.):	\$	69,939.21	(3.68%)
Contract Change Orders – Various:	\$	<u>83,978.57</u>	<u>(4.41%)</u>
Total Construction Contract Cost:	\$	1,902,338.25	

Additional work consisted of requested changes made by the Water and Sewer Departments due to unforeseen and differing field conditions, private utility conflicts and relocation delays, as well as various bid item quantity adjustments.

Finally, through the budgeting process for future Capital Improvements projects, a future project was identified on Pleasant Avenue, adjacent to this project. So, in an effort to achieve some economy of scale and to ensure that no re-work would be required in the future, a cost proposal was obtained from the contractor to add a portion of the future project work to the scope of this project. The utility related portion of this additional work was then brought back to and approved by the Board of Public Utilities. The transportation related portion fell within the pre-authorized contingency amount allocated to the City Manager by the City Council of \$222,957. So, a new water mainline, associated services and affected street and sidewalk improvements were added on Pleasant Avenue between 'H' St. and 'I' St.

All work required of 99 Pipeline under this contract has been completed in accordance with the approved plans and specifications.

STAFF RECOMMENDATION:

Accept as complete the contract with 99 Pipeline for work on Project EN0065 to construct the 'H' St. Improvements Project. Authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office.

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:

\$ 1,237,759.85	022 - Gas Tax
\$ 470,995.40	780 - Water Bonds
\$ 193,583.00	615 - Sewer / Wastewater

Submitted by: Nick Bartsch

Title: Senior Project Manager

Date: June 8, 2017

City Manager Approval: _____

**RECORDING REQUESTED BY:
CITY OF TULARE**

AND WHEN RECORDED MAIL TO:

**City Clerk
City of Tulare
411 East Kern Avenue
Tulare, CA 93274-4257**

**PURSUANT TO GOVERNMANET CODE SECTION 6103,
NO RECORDING FEE REQUIRED.**

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

- 1. The City of Tulare, a Municipal Corporation, whose address is 411 East Kern Avenue, Tulare, California, is the owner of the real property, public works, or structure hereinafter described.**
- 2. The nature of the title of the stated owner is: In fee**
- 3. On the 20th day of June, 2017, a work of improvement on real property hereinafter described was completed pursuant to a contract to which Title 15 of Part 4 of Division 3 of the Civil Code applies.**
- 4. The name of the Contractor who performed said work of improvements pursuant to such contract with the City of Tulare is 99 Pipeline, whose address is P.O. Box 71, Porterville, CA 93258. The surety on said contract is Nationwide Mutual Insurance Company.**
- 5. The real property or public works or structure is described as follows:

'H' St. Improvements, Project No. EN0065.**

Dated: _____, 2017

**CITY OF TULARE
A Municipal Corporation,**

**By: _____
Michael W. Miller, City Engineer**

VERIFICATION

I am the City Engineer of the City of Tulare and am authorized to make this verification on behalf of the City. I have read the foregoing Notice of Completion, know the contents thereof, and believe it to be true and correct to the best of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 2017 at Tulare, California.

**By: _____
Michael W. Miller, City Engineer**

TRANSPORTATION PROJECT (PMS)

PROJECT #EN0065 (enR2015-2)
'H' St. - Cross to Prosperity
R-EN.16.17 PMS H Pleasant to Prosperity
(Change)

PROJECT MANAGER: Nick Bartsch

PROJECT DESCRIPTION & PURPOSE: PMS Project on 'H' Street from Cross Avenue to Prosperity Avenue. There will be a companion project to install sewer between Allstar Avenue and Prosperity Avenue.

KEY POINTS: Traffic safety; Relief from potential liability concerns; Compliance to the American Disabilities Act

PROJECT STATUS: *Construction Summer 2016* ; Approved by TMT on 2/27/15

PROJECTED START DATE: 7/1/2015

PROJECTED END DATE: 11/30/2016

FUTURE M & O: N/A

CRITERIA (1-8): Criteria 7: Project addresses regulatory, safety, or environmental requirements that could threaten in whole or in part the City's ability to operate a core program or function at some future time if not replaced or repaired.

Costs Description	Fiscal Year					Total	Unfunded
	2015/16	2016/17	2017/18	2018/19	2019/20		
001 - Conceptual	\$0	\$0	\$0	\$0	\$0	\$0	\$0
002 - Preliminary Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
003 - Environmental	\$2,350	\$0	\$0	\$0	\$0	\$2,350	\$0
004 - Final Design	\$75,300	\$58,070	\$0	\$0	\$0	\$133,370	\$0
005 - Construct/Impliment	\$0	\$2,268,377	\$0	\$0	\$0	\$2,268,377	\$0
006 - Close Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Costs:	\$77,650	\$2,326,447	\$0	\$0	\$0	\$2,404,097	\$0
Funding Sources							
Gas Tax	\$76,150	\$449,000	\$0	\$0	\$0	\$525,150	\$0
Gas Tax Fund Balance	\$1,500	\$1,178,869	\$0	\$0	\$0	\$1,180,369	\$0
Water Bonds	\$0	\$470,995	\$0	\$0	\$0	\$470,995	\$0
Sewer Fund CIP	\$0	\$193,583	\$0	\$0	\$0	\$193,583	\$0
Measure 'R' Local	\$0	\$34,000	\$0	\$0	\$0	\$34,000	\$0
Total Funding:	\$77,650	\$2,326,447	\$0	\$0	\$0	\$2,404,097	\$0

Updated 12-15-16

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Finance

For Council Meeting of: June 20, 2017

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Approve agreements with Cecelia Cabrera, Ramon and Anastasia Sanchez, Timothy and Jeannie Carner, Alvaro and Maria Alcalar, Quirino and Pamela Garza, and Isidro and Elvia Parra for the City of Tulare to construct and finance utility connections and/or sidewalk, curb, gutter, and driveway construction, and place costs thereof on property tax rolls in installments.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Resolution No. 97-4314, dated May 6, 1997, of the City Council of the City of Tulare, and Resolution No. 97-511, dated April 17, 1997, of the Board of Public Utilities of the City of Tulare, authorized the adoption of the provisions of Streets & Highways Code Sections 5870 et seq., under the 1911 Act, for the purpose of financing certain costs and declaring the repayment of same to be assessed against property owners and placed on the property tax rolls.

An agreement has been entered into with various property owners listed above to connect to the City's sewer, water system or curb, gutter and driveway construction and place those costs on the property tax rolls in installments.

STAFF RECOMMENDATION:

Approve agreements with Cecelia Cabrera, Ramon and Anastasia Sanchez, Timothy and Jeannie Carner, Alvaro and Maria Alcalar, Quirino and Pamela Garza, and Isidro and Elvia Parra for the City of Tulare to construct and finance utility connections and/or sidewalk, curb, gutter, and driveway construction, and place costs thereof on property tax rolls in installments.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

Submitted by: Darlene Thompson

Title: Finance Director

Date: June 12, 2017

City Manager Approval: _____



Policies & Procedures for FTA-Related Procurements

MAY 2017

**Tulare Intermodal Express/TIME
411 E Kern Avenue
Tulare, CA 93274**



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Policies and Procedures for FTA Related Procurements

This document has been prepared in accordance with the Federal Transit Administration's (FTA) procurement policies. The FTA Best Practices Procurement Manual provides detail on procurement assistance, contract clauses and provisions.

Written Record of Procurement History

The Purchasing Agent shall maintain records detailing the history of each procurement utilizing FTA funds. These records shall be placed in the master file (Attachments 1 and 2) and include:

- The rationale for the method of procurement (refer to Decision Matrix)
- Selection of contract type
- Reasons for contractor selection or rejection
- The basis for the contract price

Procurement Documentation Files

Where appropriate, the file shall contain:

- Purchase request, acquisition planning information, and other pre-solicitation documents
- Evidence of availability of funds
- Rationale for the method of procurement (negotiations, formal advertising)
- List of sources solicited
- Independent cost estimate
- Description of work/scope of services
- Copies of published notices of proposed contract action
- Copy of the solicitation, all addenda, and all amendments
- Liquidated damages determination
- An abstract of each offer or quote
- Contractor's contingent fee representation and other certifications and representations
- Source selection documentation if applicable
- Contracting Officer's determination of contractor responsiveness and responsibility
- Cost or pricing data
- Determination that price is fair and reasonable including an analysis of the cost and price data, required internal approvals for award
- Purchase Requisition indicating availability of funding
- Notice of award
- Notice to unsuccessful bidders or offerors and record of any debriefing
- Record of any protest



- Bid, Performance, Payment, or other bond documents, and notices to sureties
- Required insurance documents
- Notice to proceed

Contract Administration Files

Where appropriate, the file shall contain:

- Purchasing Department Tracking Sheet
- Executed contract and notice of award
- Bond-related documents
- Insurance documentation
- Post-award correspondence
- Notice to proceed
- Approvals or disapprovals of waivers and deviations
- Modifications and changes in the terms or conditions of the contract, including a rationale for the change, determinations regarding their scope, and cost/price analysis of any price increases or decreases

In order to ensure a sound and complete agreement, the Purchasing Agent will ensure files are accurate and complete.

Awards to Responsible Contractors

The City shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The debarred and suspended list will also be checked. The Responsibility Determination Form (Attachment 2) will be completed prior to the issuance of an award (Attachment 2).

Methods of Solicitation and Selection

The methods of solicitation and selection allowed within the federal contractual sphere are listed in §9 of FTA Circular 4420.1E1 (see Section Best Practices Procurement Manual § 1.3.2, "Federal Contractual Sphere").

. The City may choose:

- Micro purchases only for contract amounts less than \$3,500.
- Small purchase procedures only for contract amounts less than the simplified acquisition threshold (currently \$100,000).
- Sealed bids where:
 - there is a complete, adequate, and realistic specification or purchase description
 - there are two or more responsible bidders willing and able to compete



- the procurement lends itself to a firm fixed price contract and the selection can be made primarily on the basis of price
- no discussion with bidders is needed after receipt of offers
- Competitive proposals.
- Non-competitive proposals (sole source) procurement only if you can justify not soliciting additional competition in the manner explicitly defined in FTA Circular 4420.1E §9f.
- Best value for contracts which indicate that the best value or the proposal which offers the greatest business value based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposals represents the “best value” to the City’s procurement.

The attached Method of Procurement Decision Matrix Form (Attachment 3) must be completed and provided to the Purchasing Agent to begin new procurement actions.

Micro-Purchases

Procurements by micro-purchases are those purchases under \$3,500. Purchases below that threshold may be made without obtaining competitive quotations if the grantee determines that the price is fair and reasonable. Such purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers, and no splitting of procurements to avoid competition. The Davis- Bacon Act applies to construction contracts over \$2,000.

Minimum documentation required: A determination that the price is fair and reasonable and how this determination was derived must be submitted to the Purchasing Agent who will file this information with price and cost analysis prior to the issuance of an award.

Small Purchases

Small purchase procedures are to be used if the services, supplies, or other property cost less than the federal simplified acquisition threshold current at \$100,000. If small purchases procedures are used, price or rate quotations shall be obtained from at least three qualified sources and submitted to the Purchasing Agent prior to the issuance of an award for filing with price and rate information.

Sealed Bids/Invitation for Bid (IFB)

Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bids are evaluated by the procuring department for compliance with bid specifications, responsible and responsive bidders, verification of pricing, fund availability, etc. The procuring department transmits an award recommendation to the Purchasing Department, which conditionally awards a contract.

1. In order for sealed bidding to be feasible, the following conditions should be present:
 - a. A complete, adequate, and realistic specification or purchase description is available.



- b. Two or more responsible bidders are willing and able to compete effectively for the business.
 - c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - d. No discussion with bidders is needed.
2. If this procurement method is used, the following requirements apply:
- a. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening the bids.
 - b. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond.
 - c. All bids will be publicly opened at the time and place prescribed in the invitation for bids.
 - d. The Bid Summary Sheet, Bid Checklist, and Bid Cost Factors Forms (Attachments 10, 4 and 5) will be completed by the procuring department and forwarded to the Purchasing Department for review - to be placed in the master file.
 - e. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest.
3. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
4. The Purchasing Agent may reject any or all bids, or the procuring department requesting the procurement action, if there is a sound documented business reason. The Purchasing Agent or procuring department rejecting lower bids than the bid being accepted for award must provide a detailed written Determination of Findings outlining the reasons for rejection to the Purchasing Department for inclusion in the master file.
5. The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (1) above apply.

In determining which proposals is most advantageous, grantees may award (if consistent with State law) to the proposer whose proposals offer the greatest business value to the Agency based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the “best value” to the Procuring Agency as defined in Section 6, Definitions. If the grantee elects to use the best value selection method as the basis for award, however, the solicitation must contain language which establishes that an award will be made on a “best value” basis.

Competitive Proposal/Request for Proposals (RFP)

The competitive proposal method of procurement is normally conducted with more than one source submitting an offer or proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids (i.e. when descriptions of experience, education, expertise, availability



of services, etc., are necessary for evaluation). The Contractor Information Form (Attachment 15) may be used to solicit key bid information. If this procurement method is used the following requirements apply:

1. Requests for proposals will be publicized.
2. All evaluation factors will be identified and included along with their relative importance in the RFP. If scores are based on a uniform scale (i.e. 1-10, or 1-100), it is best to define in advance levels of compliance, skills, or proximity to the ideal that each step of the scale represents. (i.e. a bachelor's degree is worth 25 points, a master's degree is worth 50 points, and a doctorate is worth 100 points)
3. Proposals will be solicited from an adequate number of qualified sources.
4. A written method must be in place for conducting technical evaluations of the proposals received and for selecting awardees. This documentation must be submitted to the Purchasing Agent for approval and inclusion in the master file.
5. Awards will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered. Other factors may include labor rates, specifications, labor hours, and delivery schedule. Documentation of the award justification should clearly identify key determination factors and include the Award Recommendation and Justification Form (Attachment 11) and Price/Rate Quotation Form (Attachment 12).

Architectural and Engineering Services (A&E)

Departments shall use competitive proposal procedures based on the Brooks Act, paragraph 9-5e, when contracting for A&E services as defined in 40 U.S.C. §541 and 40 U.S.C. §5325(d). The Brooks Act is federal policy relating to the selection of firms and individuals to perform architectural, engineering, and related services. Other types of services considered A&E services include program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services which require performance by a registered or licensed architect or engineer.

The Brooks Act requires that:

1. An offeror's qualifications are evaluated.
2. Price must be excluded as an evaluation factor.
3. Negotiations must be conducted with only the most qualified offeror.
4. Failing agreement on price, negotiations with the next most qualified offeror must be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee. This "qualifications based procurement method" can only be used for the procurement of A&E services. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services.



National Intelligent Transportation Systems Architecture and Standards

When requesting services for transportation systems architecture, the City must ensure all offerors/bidders agree to conform, to the extent applicable, to the Intelligent Transportation Systems Architecture and Standards under the FHWA final rule, and with FTA Notice, "FTA National (ITS) Architecture Policy on Transit Projects" and other subsequent federal directives that may be issued.

Non-Competitive Proposals (Sole Source)

Sole Source procurements are accomplished through solicitation or acceptance of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate (Attachment 9). A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this subparagraph.

1. Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:
 - a. The item is available only from a single source.
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
 - c. FTA authorizes non-competitive negotiations.
 - d. After solicitation of a number of sources, competition determined inadequate.
 - e. The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The grantee must first certify in writing to FTA: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is no higher than the price paid for such item by like customers.
2. A cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

Best Value

Best Value is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the City.

Traditional Construction Process - Design/Bid/Build

It has been traditional in the construction industry to employ an architect/engineer (A/E) to complete a detailed design of the entire project before soliciting bids from construction contractors. This traditional approach is known as sequential design and construction. This sequential design/construction approach requires that a detailed design package of the entire project be complete before bids are solicited from construction contractors. Following award of



the construction contract, the A/E is often retained by the owner for the construction phase, and acts as the owner's agent, to inspect the construction work to ensure that the structures are built according to the designs and specifications.

Advantages - A major advantage of the sequential design and construction approach is that complex or one-of-a-kind projects can be thoroughly planned and thought through before construction begins. The traditional approach thus produces, in the design phase of the project, the most accurate estimate of final project costs, and this is an advantage of the traditional technique. If problems are encountered with design aspects for the latter stages of the project, the earlier design features or phases can be modified before any construction work has been done, thus avoiding construction contractor claims and delays. Another advantage is that the Agency is given a fixed price for completion of the entire project before construction begins. There may also be advantages in obtaining the necessary financing and project approvals. Overall management of the project should also be simplified by this approach.

Disadvantages - Sequential design and construction requires a longer time to complete the project than phased design and construction ("fast tracking"). And since time pressures are often the most intense issues confronting the Agency, the sequential method may not be feasible. Alternative contracting approaches have arisen to shorten the project completion time. These include phased design and construction ("fast tracking"), which often involves the use of a construction manager, and turnkey (design-build) contracting.

This type of procurement will be documented with the Non-Competitive Procurement Justification Form and the Sole Source Cost Analysis Form (Attachments 6 and 10) prior to proceeding with this type of procurement.

Protest Procedures

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable, any information received under such procedures shall be disclosed to the Federal Transportation Administration ("FTA") and a protestor must exhaust all administrative remedies before pursuing a protest with the FTA.
2. The term "contractor" means any person, firm, or corporation, which has contracted or seeks to contract (bidder or proposer) with the City of Tulare.
3. The term "hearing officer" shall mean a person, appointed by the Mayor, to hear and decide allegations made by any contractor relating to procurements hereunder.

Hearing Procedure

1. Any contractor may file a written protest of the procurement procedures involved herein, with the City's Purchasing Agent, within ten (10) days of the date of the City's Decision regarding a selection of a contractor with respect to a Bid/RFP/RFQ.
2. A hearing shall be conducted, and the hearing officer shall issue a written decision within ninety (90) days of the last date of such hearing and state in the decision the reasons for the action taken.



3. Where applicable, review of protests by FTA will be limited to the City's failure to have or follow its procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

Costing and Pricing

Ensuring Most Efficient and Economic Purchase

Departments, during their annual budget process, should determine the procurement actions necessary to sustain their operations through the fiscal year. A list of these procurement actions should be forwarded to the purchasing agent annually.

Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase and to avoid purchase of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

Independent Cost Estimates

Departments must perform a cost or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation (FTA Circular 4420.1E Sec.10). Departments must make independent estimates before receiving bids or proposals. These estimates may be obtained from published competitive prices, results of competitive procurements, historical prices and trends, or by Purchasing Department estimates or outside estimators. A Cost and Price Analysis Form (Attachment 7) must be completed prior to solicitation.

1. Cost Analysis
 - a. A cost analysis must be performed when the offeror is required to submit the elements (i.e., Labor Hours, Overhead, Materials, etc.) of the estimated cost, e.g., under professional consulting and architectural and engineering services contracts.
 - b. A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.
2. Price Analysis
 - a. A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.
3. Profit
 - a. Departments will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.
 - b. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.



Federal Cost Principles

Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles. The Purchasing Agent may reference his/her own cost principles that comply with applicable federal cost principles.

Cost Plus Percentage of Cost Prohibited

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Full and Open Competition

The principle of full and open competition has one primary and two secondary purposes. The primary purpose is to obtain the best quality and service at minimum cost. The secondary purposes are to guard against favoritism and profiteering at public expense and to provide equal opportunities to participate in public business to every potential offeror.

All procurements must be conducted in a manner providing full and open competition. This policy assures that all responsible bidders are permitted to compete for the procurement. In the case of sole or single source procurement, justification for use of the source must be documented on the Non-Competitive Procurement Justification Form (Attachment 6). Also see Sole Source Contracting Section.

Contracts with a value of more than \$100,000 shall be awarded by sealed bid or by the competitive and noncompetitive proposal process unless there is an explicit exception (FTA Circular 4220.1E §9, 49 CFR).

Departments must refrain from the following practices, which are deemed restrictive of competition:

- a. Unreasonable requirements placed on firms in order for them to qualify to do business.
- b. Unnecessary experience and excessive bonding requirements.
- c. Non-competitive pricing practices between firms or between affiliated companies.
- d. Non-competitive awards to any person or firm on retainer contracts.
- e. Organizational conflicts of interest.
- f. Restrictive use of brand names.
- g. Any arbitrary action in the procurement process.
- h. Geographic preferences (Geographic preference is permitted in certain narrow situations, including principally where part of a legal licensing requirement and for architects and engineers; FTA Circular 4220.1E, §8.b)

The Purchasing Agent must have and retain all required forms prior to issuance of an award letter.



Bonding Requirements

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the grantee, provided FTA determined that the policy and requirements adequately protect the federal interest. FTA has determined that grantee policies and requirements that meet the following minimum criteria adequately protect the federal interest. The FTA Bonding Requirements paragraph 11 is cited below.

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified,
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts determined to adequately protect the federal interest are as follows:
 - (1) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (2) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million.
 - (3) Two and a half million dollars if the contract price is more than \$5 million.
- d. A Grantee may seek FTA approval of its bonding policy and requirements if they do not comply with these criteria.

Brand Name or Equals

Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features unduly restricting competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used.

Departments shall use a "brand name or equal" description only when it cannot provide an adequate specification or more detailed description, without performing an inspection and analysis, in time for the acquisition under consideration. Further, a department wishing to use "brand name or equal" must carefully identify its minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation.



Conflicts of Interest

The City's policies cover standards of conduct and conflict of interest issues. In addition, employees, officers, board members, or agents of the City of Tulare are prohibited from participating in the selection, award, or administration of contracts or sub-agreements supported by federal funds if a real or apparent conflict of interest exists.

Geographic Preferences

Procurements shall be conducted in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Written Selection Procedures

To ensure all procurements are awarded in a fair and equitable manner, all solicitations shall:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.
- b. Identify all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Evaluators and reviewers must follow the established criteria when rating the proposals.

Prequalification of Bidders

The procurement process shall ensure that all lists of prequalified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and open competition. In addition, the City shall not preclude potential bidders from qualifying during the solicitation period, which is from issuance of the solicitation to its closing date.

Advertising and Publicizing Solicitation

IFBs and RFPs must be publicly advertised and publicized (respectively) at least fourteen (14) days prior to the solicitation's due date. A longer time period is suggested for larger, more complex procurements.

Outreach efforts must be made using diverse resources such as the Internet and mailing lists coupled with widely circulated publications.

IFBs must be issued with sufficient time to prepare bids prior to the date set for opening the bids. Further, the invitation for bids will include any specifications and pertinent attachments and shall properly define the items or services sought in order for the bidder to properly respond. RFPs must identify all evaluation factors along with their relative importance. (While the IFB



requirements of § 9.c.(2) are good practices for both IFBs and RFPs, the evaluation criteria requirement of § 9.d.(1) is relevant only to RFPs and is discussed in Section 4.5.1, "Solicitation & Receipt of Proposals.")

The Purchasing Agent shall place copies of all advertising and publicized solicitation material in the related master file.

Contractor Information Form

In accordance with 40 CFR §26.11, the City of Tulare shall collect information on the availability of Disadvantaged Business Enterprise (DBE) contractors that seek to work on federally-assisted contracts. Each contractor responding to such a solicitation shall provide the following data on each contractor and subcontractor:

While the IFB requirements of § 9.c.(2) are good practices for both IFBs and RFPs, the evaluation criteria requirement of § 9.d.(1) is relevant only to RFPs and is discussed in Section 4.5.1, "Solicitation & Receipt of Proposals."

- a. Firm name
- b. Firm address
- c. Firm's status as a DBE or non-DBE
- d. Age of the firm
- e. Annual gross receipts of the firm

Pre-Bid and Pre-Proposal Conferences

Pre-bid and pre-proposal conferences are generally used in complex acquisitions as a means of briefing prospective offerors and explaining complicated specifications and requirements to them as early as possible after the solicitation has been issued and before offers are received. This is also an open forum for potential respondents to address ambiguities in the solicitation documents that may require clarification. Notice of the conference is included in the solicitation at the time of issuance.

Evaluations of Bid Alternates

When bid alternates are included in a bid or proposal document, these alternates must be evaluated as part of the overall bid. This evaluation must be in a written narrative detailing the contract award and takes the alternate into account in reaching a procurement decision. This evaluation must be submitted to the Purchasing Department prior to proceeding with the procurement.

Exercise of Bid Alternates

Bid Alternates may not be exercised unless it is in accordance with the terms and conditions stated in the initial contract. In addition, the requesting department must have made a determination that the alternate price is better than the market price or that the option price is more advantageous. Full written documentation supporting this determination must be submitted to the Purchasing Department.



Types of Contracts

General

All FTA-related procurements must use the appropriate Contract/Purchase Order File Index Forms provided as attachments. These checklists will be used by the Purchasing Agent to ensure contract clauses and federal flow-down language are included in each contract as required.

Fixed Price v. Cost Reimbursement

One procurement option is the Sealed Bid/Invitation for Bids (IFB) method when certain conditions are present. Among those listed is the condition that:

- a. The procurement lends itself to a firm fixed price contract, and the selection of the successful bidder can be made principally on the basis of price.
- b. Paragraph 9.d of FTA Circular 4420.1E authorizes procurement by the Competitive Proposal/Request for Proposals (RFP) method and either a fixed price or cost reimbursement type contract may be awarded.
- c. Paragraph 7.i of FTA Circular 4420.1E requires that departments must document their reasons for selecting the contract type as a part of the written record of procurement history.
- d. Paragraph 10.e of FTA Circular 4420.1E prohibits the cost plus a percentage of cost method of contracting.

There are two broad categories of contract types (1) fixed-price contracts and (2) cost-reimbursement contracts. Within these two families of contract types there are a number of subtypes offering differing degrees of incentives. At the extremes are the firm-fixed-price contract in which the contractor has complete responsibility for the costs of performance and the resulting profit or loss, and the cost-plus-fixed-fee contract in which the contractor has virtually no risk for performance costs and the fee (profit) is fixed. Between these two extremes are various incentive-type contracts where the degree of cost risk and profit incentive can be tailored to meet almost any specific program situation.

Fixed-Price Contracts

These contracts are appropriate for acquiring commercial items, or for supplies or services which can be clearly defined with either performance/functional specifications or design specifications, and where performance uncertainties do not impose unreasonably high risks upon the contractor.

Cost-Reimbursement Contracts

These contracts are one in which the City does not contract for the performance of a specified amount of work for a predetermined price, but agrees instead to pay the contractor's reasonable, allocable and allowable costs of performance regardless of whether the work is completed. The City/Department assumes a high risk of incurring cost overruns, while the contractor has almost no risk of financial losses. Cost-type contracts are suitable when (a) you are unable to accurately describe the work to be done, or (b) there is an inability to accurately estimate the costs of performance. If either of these conditions is present, the cost-reimbursement contract is the proper type of contract. Cost-type contracts are ideally suited to complex requirements because



the parties can devote their attention to accomplishing the work rather than on the claims process, which will be significant on larger, complex projects.

Time and Materials Contracts

Departments will use time and materials contracts only:

- a. After a determination that no other type of contract is suitable.
- b. The contract specifies a ceiling price, and the contractor shall not exceed that price except at its own risk.
- c. The Method of Procurement Decision Matrix Form (Attachment 3) must be completed and retained by the Purchasing Agent and included with the file for this type of contract.

Labor/Hour Contracts

Labor/hour contracts are a variation of the time and materials contract, differing only in that materials are not supplied by the contractor. This type of contract is used only when no other would be suitable, and there is a need to document justification if you choose to use this type of contract.

Cost Plus Percentage of Cost Contracts (CPPC)

The FTA Circular 4420.1E prohibits the use of this contracting method.

Out-of-Scope Changes

An “out-of-scope change” is a contract amendment or change order that is not within the scope of the original contract. This is considered a sole source procurement; and sole source policies for this type of action should be used (FTA Circular 4220.1E, paragraph 9(f)).

Contract Term Limitation

The City shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. All other types of contracts (supply, service, leases of real property, revenue and construction, etc.) will be based on sound business judgement. Length of contracts shall be for not more than the amount of time required to accomplish the purpose of the contract and will also include consideration for competition, pricing, fairness, and public perception. Once a contract has been awarded, an extension of the contract term length that amounts to an out-of-scope change will require a sole source justification.

Revenue Contract

Revenue contracts are those third-party contracts whose primary purpose is to either generate revenue in connection with a transit-related activity or to create business opportunities utilizing an FTA-funded asset. FTA requires these contracts to be awarded utilizing competitive selection procedures and principles. The extent of and type of competition required is within the discretionary judgement of the City.

Tag-Ons

The use of tag-ons, or the addition of work including supplies, equipment or services, that is beyond the scope of the original contract that amounts to a cardinal change as generally interpreted in federal practice by the various Boards of Contract Appeals, is prohibited and



applies to the original buyer as well as to others. In scope “tag-on” changes are not considered tag-ons.

Piggybacking

Piggybacking is an assignment of existing contract rights to purchase supplies, equipment or services. Piggybacking is permissible when the solicitation document and resultant contract contain an assignability clause that provides for the assignment of all or a portion of the specified deliverables as originally advertised, completed, evaluated, and awarded. If the supplies were solicited, competed and awarded through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, then both the solicitation and contract award must contain both a minimum and a maximum quantity that represents the reasonably foreseeable needs of the party(s) to the solicitation and contract. If the City and another party jointly solicit and award an IDIQ contract, then there must be a total minimum and maximum.

E-Commerce

E-Commerce is an allowable means to conduct procurements. If an E-Commerce solicitation will be utilized, full and open competition must be addressed in compliance with the Federal Circular 4200.1E. A written procedure will be required prior to use of E-Commerce, and use of this approach must be coordinated with the Purchasing Office prior to use of this alternative.

Payments

Advance Payments

FTA does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA.

Progress Payments

Grantees may use progress payments provided the following requirements are followed:

- a. Progress payments are only made to the contractor for costs incurred in the performance of the contract.
- b. The grantee must obtain adequate security for progress payments. Adequate security may include taking title, letter of credit or equivalent means to protect the grantee’s interest in the progress payment.

Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate. (This pertains to all contracts in excess of the small purchase threshold.)
- b. Termination for cause and for convenience by the City or subgrantee including the manner by which it will be effected and the basis for settlement. (This pertains to all contracts in excess of \$10,000.)



Liquidated Damages Provisions

The City may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine. In order to obtain liquidated damages, the City must suffer an actual loss. The amount of liquidated damages must be reasonable in light of the loss suffered. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

Architectural and Engineering Services Conflicts of Interest

The following language must be included in all RFPs for design and evaluation services covered under this section. This statement prohibits contractors from bidding on follow-up (add on) construction work resulting from the design.

“In order to prevent real or apparent conflicts of interest, the City prohibits contractors that have participated in FTA-funded design or evaluation services from bidding on any resulting construction work, services, or capital equipment purchases. All specifications prepared by design consultants must be written in such a manner that any reasonable, competent contractor could understand the requirement and perform the work.”

Flow-Down of FTA Clauses

FTA requires that appropriate contract clauses are included in the procurement process. These clauses are required to be included in all FTA contracts and purchase orders (Attachment 8). A full text of all contract clauses may be found in the FTA Best Practices Procurement Manual.

Buy America

As a condition of responsiveness to bidding for procurements of rolling stock, iron, steel, or manufactured products greater than \$100,000 the bidder must submit with the bid or offer, a completed Buy America certificate in accordance with Part 661.6 for steel, iron, and manufactured products, or Part 661.12 for rolling stock (including train control, traction power, and communication equipment). Once submitted the bidder is bound by the certification provided. If the bidder does not submit a certification, the bid shall be considered non-responsive. If the bidder executes certification that it cannot comply but may be eligible for an exception, then the City shall review the circumstances and determine if it should request a waiver from the FTA. There are specific instances included in the regulations for waiver of Buy America provisions, including that it is in the public's best interest that there are no U.S. products available or there is a 25 percent price difference between the foreign and domestic products. For additional information on requirements, refer to: FTA's Buy America web page http://www.fta.dot.gov/legal/buy_america/14456_ENG_HTML.htm. Certifications in compliance with Part 661.6 and 661.12 are provided in Attachment 13.

Lobbying

Contractors who apply or bid for an award of \$100,000 or more must file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each level of FTA funded



recipient certifies to the level above it that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each FTA funded recipient must also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that specific federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from each level of fund recipient to the next level of fund recipient until it reaches the grantor. See “Lobbying” as provided in <http://www.fta.dot.gov/library/admin/BPPM/appA1.html#BM10>. Certifications are provided in Attachment 14.



ATTACHMENTS



**Attachment 1
City of Tulare
Contract / Purchase Order File Index
(For Sealed Bids Only)**

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with “NA” in the Tab Column.

Section A - Solicitation Documents		
Tab #	Document(s)	Audit
1	Purchase Request	
2	Specifications & DBE Goals	
3	Requirement Justification	
4	Independent Cost Estimate	
5	Bidder's List	
6	Contractor Information Form	
7	Justification of Procurement Method	
8	Copy of IFB	
9	Proof of Publication	
10	IFB Attachments/Modifications	
11	Pre-Bid Minutes & List of Attendees	
12	Correspondence with Bidders	
13	Protests Prior to Bid Opening	
14	Interoffice Correspondence	
15	Review of Responsiveness	

Sealed Bid No. _____ Contract Administrator: _____

Date: _____



**City of Tulare
Contract / Purchase Order File Index
(For Sealed Bids Only)**

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with “NA” in the Tab Column.

Section B - Award Documents		
Tab #	Document(s)	Audit
1	Rationale for Method of Procurement Copy of Each Bid	
2	Late Bid – Bid Errors	
3	Bid Analysis/Tabulation Sheet	
4	Technical Evaluation & Pre-Award Survey	
5	Affirmative Action Evaluation/DBE Plan	
6	Bidder’s Responsibility Determination	
7	Price Analysis	
8	Record of Negotiation for Single Bid	
9	Justification of Contract Type	
10	Award Recommendation Memo	
11	Board Resolution	
12	Notice of Award	
13	Notice to Unsuccessful Bidders (Bond, Check Returns)	
14	FTA Approval	
15	Legal Review of Contract Documents	
16	Contract Document	
17	Bond & Certificate of Insurance	
18	Notice to Proceed	
19	Purchase Order	



**City of Tulare
Contract / Purchase Order File Index
(For Sealed Bids Only)**

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with “NA” in the Tab Column.

Section C – Contract Administration Documents		
Tab #	Document(s)	Audit
1	Post Award Conference	
2	Status Reports	
3	Change Notices/Modifications/Change Orders	
4	Site Visit Reports	
5	Progress Meeting Minutes	
6	Quality Assurance Records	
7	Termination/Stop Work Notices or Resolution Plan	
8	Invoices and Check Requests	
9	Records of Payments	
10	Notice of Substantial Acceptance	
11	Notice of Claims	
12	Release of Claims/Bonds	
13	Assignments	
14	Notice of Final Payment	
15	Audit Reports	
16	Liquidated Damages	
17	Close Out Documentation	



**City of Tulare
Contract / Purchase Order File Index
(For RFP Only)**

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with “NA” in the Tab Column.

Section A - Solicitation Documents		
Tab #	Document(s)	Audit
1	Purchase Request Rationale for Method of Procurement	
2	Specifications/Statement of Work	
3	Justification for Procurement	
4	Cost Estimate	
5	Set Aside Decision/DBE Goal	
6	Contractor Information Form	
7	Justification of Procurement Method	
8	List of Prospective Proposers	
9	Proof of Publication	
10	Copy of RFP	
11	Addenda	
12	Pre-Proposal Minutes & List of Attendees	
13	Correspondence with Bidders	
14	Interoffice Correspondence	
15	Review of Responsiveness	

RFP No. _____ Contract Administrator: _____

Date: _____



**City of Tulare
Contract / Purchase Order File Index
(For RFP Only)**

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with “NA” in the Tab Column.

Section B – Award Documents		
Tab #	Document(s)	Audit
1	Copy of Each Proposal	
2	Proposal Tabulation Sheet	
3	Evaluation Team Notification	
4	Evaluation Sheet/Matrix	
5	Pre-Award Survey	
6	Determination of Zone of Consideration	
7	Late Proposers	
8	Invitations for Oral Interviews	
9	Notice of Rejection	
10	Minutes of Meetings	
11	Correspondence with Proposers	
12	Cost or Price Analysis	
13	Justification of Contract Type	
14	Negotiation Memorandum 15	
15	Copy of Each Best & Final Offer	
16	Award Recommendation Memo	
17	Board Resolution	
18	Legal Review of Contract Documents	
19	Notice of Award	
20	Notice to Unsuccessful Bidders	
21	Procurement Summary	
22	Determination and Findings	
23	Bonds & Certificates of Insurance	
24	Contract Document	
25	Notice to Proceed	
26	Purchase Order	



**City of Tulare
Contract / Purchase Order File Index
(For RFP Only)**

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with “NA” in the Tab Column.

Section C – Contract Administration Documents		
Tab #	Document(s)	Audit
1	Post Award Conference	
2	Quality Assurance Records	
3	Change Notices/Modifications/Change Orders	
4	Periodic Status Reports	
5	Contractor Evaluation Form	
6	Site Visit Reports	
7	Termination/Stop Work Notices or Resolution Plan	
8	Invoices and Check Requests	
9	Records of Payments & Receipts	
10	Advance or Progress Payment Documents	
11	Notice of Substantial Acceptance	
12	Punch List Discrepancies	
13	Notice of Final Acceptance	
14	Notice of Claims	
15	Release of Claims/Bonds	
16	Assignments	
17	Notice of Final Payment	
18	Audit Reports	
19	Liquidated Damages	
20	Close Out Documentation	



Attachment 2
City of Tulare
Responsibility Determination Form

BID / RFP No: _____

Supplier: _____

Date: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

Responsibility	Acceptable		Comment
	Yes	No	
1. Appropriate financial, equipment, facility and personnel.			
2. Ability to meet the delivery schedule.			
3. Satisfactory period of performance.			
4. Satisfactory record of integrity; not on declined or suspended listings.			
5. Receipt of all necessary data from supplier.			
6. Debarred and Suspended List has been checked (supplier not listed)			



Attachment 3
City of Tulare
Method of Procurement Decision Matrix Form

To best determine which method of procurement is suitable, each situation can be classified by checking off the appropriate boxes below. All elements must apply to use that method.

Micro Purchase	✓	Competitive Procurement	✓	Sole Source	✓
Amount >\$2500		Amount >\$2500		OEM or custom item	
Multiple sources		Multiple sources available		Only one source available	
		Not an emergency purchase		Approved by FTA-sole source	
		Sealed Bid (IFB)		Public exigency issue/emergency	
		Complete & adequate specs or purchase description		Competition is inadequate after public solicitation	
		Two or more responsible bidders willing to compete		Emergency Procurement (subset of sole source)	
		Selection can be made on basis of price		There is a health and safety issue that prohibits delay	
		Procurement suitable for firm, fixed price			
		No discussion with bidders needed after receipt of offers			
		Competitive Proposals (RFP)			
		Complete specifications not feasible			
		Bidder input needed for specification			
		Two or more responsible bidders willing to compete			
		Discussion needed with bidders after receipt of proposals, prior to award			
		Fixed price can be set after discussions			
		Time and Materials Contract (subset of RFP)			
		Fixed price cannot be set for work			
		Complete extent of work unknown, whether time, or material use, or both			
		Best Value			
		Price and qualitative consideration			
		Greatest value to the City			



Attachment 4
City of Tulare
Bid Checklist Form

Description	Yes	No
1. Price is firm, fixed and definite		
2. Bid is responsive to requirements of the solicitation		
3. Exceptions taken to any material term or condition of the solicitation		
4. Bid is ambiguous		
5. All amendments to solicitation acknowledged		
6. Bid signed		
7. All material representations, bonds, guarantees and certifications completed		
8. All required information submitted		
9. Bid is not defective		



Attachment 5
City of Tulare
Bid Cost Factors Form

Solicitation / Bid No: _____

Supplier Price Evaluation Factors:

1. Purchase price \$ _____
2. Payment discount terms _____
3. Transportation costs _____
4. Warranty _____
5. Installation _____
6. Training _____
7. Technical assistance _____

Total Bid: _____

Evaluation: \$ _____



Attachment 6
City of Tulare
Non-Competitive Procurement
Justification Form

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check one:

- _____ The item is available only from a single source (sole source justification is attached).
- _____ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).
- _____ FTA authorizes noncompetitive negotiations (letter of authorization is attached).
- _____ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).
- _____ The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

Comments:

_____ Cost Analysis is attached.

Purchasing Agent

Department Manager

Date

Date



Attachment 7
City of Tulare
Cost and Price Analysis Form

Comparisons with other competitive proposals: _____
Price quoted by vendor: _____
Competitive prices obtained from other vendors: _____
(state name of vendor and price):

Previous Contracts: _____
Date of Contract: _____
Purchase Price: _____

Catalog/Market Prices: _____
Source: _____
Purchase Price: _____

Historical Prices: _____
Date: _____
Purchase Price: _____

Independent Cost Estimates: _____
Source: _____
Date: _____
Purchase Price: _____

Price/Performance Ratio (if applicable): _____

Market Data: _____
Source: _____
Date: _____
Purchase Price: _____



Attachment 8

FTA Contract Clauses

Federal Required and Other Model Contract Clauses

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof Svcs
1. Fly America - Required for air transportation.	>\$100,000		>\$100,000			>\$100,000	
2. Buy America		X					
3. Charter Bus and School Bus							
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.							
5. Seismic Safety	X	X	New Bldg	X	X	X	X
6. Energy Conservation	>\$100,000	>\$100,000	X	>\$100,000	>\$100,000	>\$100,000	>\$100,000
7. Clean Water	X	Turnkey					
8. Bus Testing	X	Turnkey					
9. Pre-Award and Post Delivery Audit	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
10. Lobbying	X	X	X	X	X	X	X
11. Access to Records and Reports	X	X	X	X	X	X	X
12. Federal Changes							
13. Bonding	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
14. Clean Air	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000
15. Recycled Products			>\$2,000				
16. Davis-Bacon and Copeland Anti-Kickback Acts			>\$100,000				
17. Contract Work Hours and Safety Standards Act			>\$100,000				
19. No Government Obligation to Third Parties	X	X	X	X	X	X	X
20. Program Fraud and False or Fraudulent Statements and Related Acts	X	X	X	X	X	X	X
21. Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
22. Government-wide Debarment and Suspension (Nonprocurement)	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
23. Privacy Act	X	X	X	X	X	X	X
24. Civil Rights	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
26. Patent and Rights in Data							
27. Transit Employee Protective Agreements		X					
28. Disadvantaged Business Enterprise (DBE)	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms	X	X	X	X	X	X	X
31. Drug and Alcohol Testing		X					

* Procurement of items designated by EPA - 40CFR247

January 2007

RASTO;Procurement:ProceduresFTA Required Clauses Chart.xlsorms



Attachment 9
City of Tulare
Sole Source Cost Analysis Form

Prior to proceeding with sole source procurements, including contract modifications, the requesting department must perform a cost analysis in order to demonstrate the proposed price is fair and reasonable. The cost analysis should examine the elements of cost (labor hours, material, overhead, and profit) for professional consulting and architectural and engineering type contracts.

Please note: It is not sufficient to list the last price paid and the percentage change of the newly quoted price. Actual analysis of the figures should be evident to explain why any increase or decrease in quoted costs is reasonable. All of the following elements must be completed for each proposed sole source procurement.

1. Verification of cost or pricing data and evaluation of cost elements:

2. Comparison of cost proposed with independent or previous cost estimate, market indices, and other factors:

3. Evaluation of suppliers' costs first hand and assessment for completeness and reasonableness, including evidence and rationale for determination.



**Attachment 10
City of Tulare
Bid Summary Form**

Bid Opening: _____

Bid #: _____

Description: _____

Department: _____

Name of Bidder	Bid Deposit	Total Bid	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Respo Bid (

This bid was opened at the time stated in the advertisement: _____
Initials

Person opening bids: _____
Signature: _____
Date: _____
Time: _____



Attachment 11
City of Tulare
Award Recommendation & Justification Form

Department: _____

Procurement Number: _____
(RFP/BID #)

Subject: _____

Report Date: _____ Number Bids / RFP'S Mailed: _____ Number of Bids / RFP'S Received: _____

Recommendation:

Justification:

Approvals:

PROCURING AGENT

DIRECTOR OF PURCHASING



Attachment 12
City of Tulare
Price/Rate Quotation Form

Department: _____

Subject: _____

Report Date: _____ Number of Quotes Received: _____

Qty.	Qty/Ctn	Item	Vendor	Price	Amount

Recommendation:

Justification:

Approvals:

PROCURING AGENT

DIRECTOR OF PURCHASING



Attachment 13 (Page 1 of 2)

**City of Tulare
Buy America**

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____



Attachment 13 (Page 2 of 2)

**City of Tulare
Buy America**

(Applicability to Contracts: FTA’s Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA’s Buy America regulation at: Federal Transit Administration’s Buy America website.)

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____



Attachment 14
City of Tulare
APPENDIX A, 49 CFR PART 20
CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____



Attachment 15
City of Tulare
Contractor Information for Projects Funded by the
U. S. Department of Transportation

BID/RFQ/RFP # _____

The completion of this form(s) is a requirement of this bid. A completed form is required for each contractor who submits a Bid/RFP/RFQ in response to this solicitation and for each of the bidders' subcontractors. Copy and attach additional sheets as necessary. Please provide the following information:

FIRM'S NAME: _____

PRIME CONTRACTOR _____ **SUBCONTRACTOR** _____

FIRM'S ADDRESS: _____

AGE OF FIRM: _____

DISADVANTAGED BUSINESS ENTERPRISE?* _____ **Yes** _____ **No**

If yes, Certified by the State of Connecticut Department of Transportation?

_____ **Yes** _____ **No**

ANNUAL GROSS RECEIPTS:

_____ Under \$500,000 _____ \$500,000 - \$999,999 _____ \$1,000,000 - \$1,999,999
_____ \$2,000,000 - \$4,999,999 _____ \$5,000,000 - \$9,999,999
_____ \$10,000,000 - \$14,999,999 _____ \$15,000,000 - \$24,999,999

* Disadvantaged business enterprise or DBE means a for-profit small business concern:

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.



Attachment 16
City of Tulare
Written Protest Procedures

A. GENERAL - DEFINITIONS

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable, any information received under such procedures shall be disclosed to the Federal Transit Authority (“FTA”) and a protestor must exhaust all administrative remedies before pursuing a protest with the FTA.
2. The term “contractor” means any person, firm, or corporation, which has contracted or seeks to contract with the City of Tulare.
3. The term “hearing officer” shall mean a person, appointed by the Mayor, to hear and decide allegations made by any contractor relating to procurements hereunder.
4. A “pre-bid or solicitation phase protest” is a written protest received prior to the bid opening or proposal due date.
5. A “pre-award protest” is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
6. A “post-award protest” is a protest received after award of a contract.

B. FILING OF PROTESTS

1. Pre-Bid Protest

Any Contractor may file a written protest of the procurement procedures involved herein, with the City’s Purchasing Agent at least five (5) working days before the bid opening or proposal due date.

2. Pre-Award Protest

Any Contractor may file a written protest against the City’s making of an award after the City’s making of an award after the City’s receipt of bids or proposals, but at least five (5) working days before the conditional award of a contract by the City.

3. Post-Award Protest

Any contractor may file a written protest of the procurement procedures involved herein, with the City’s Purchasing Agent, at least five (5) working days after the date of the City’s Decision regarding a selection of a contractor with respect to any Bid/RFP/RFQ.

4. Each protest must clearly state:

- a. The name, address, and telephone number of the protester.
- b. The solicitation/contract number or description thereof.
- c. A statement of all of the grounds upon which the protest is made.



5. Protests are to be filed by certified mail, return receipt requested or by personal delivery by 4:30 pm on or before the due date at:

City of Tulare Purchasing Department
411 E Kern Ave.
Tulare, CA 93274

If protests are filed by personal delivery, the protestor must obtain a time-stamped copy of the protest from the Purchasing Department as proof of the date and time of the filing of the protest. It is the Protester's sole responsibility to provide said copy at the time of filing.

C. HEARING PROCEDURE

1. A hearing shall be conducted in accordance with these written protest procedures (Attachment 16). The hearing officer shall issue a written decision within ten (10) days of the last date of such hearing and state in the decision the reasons for the action taken. The Hearing Officer shall respond in detail, to each substantive issue raised in the protest.
2. The Hearing Officer shall be the responsible official who has the authority to make the final determination of the protest.
3. The Hearing Officer shall address, in his determination, each material issue raised in the protest.
4. The Hearing Officer's determination shall be final and binding upon all parties upon issuance.
5. Within (5) working days from its receipt of the decision of the Hearing Officer, a protestor may request reconsideration of the decision, using the same procedure described in Section B.5 above. The request for reconsideration shall be addressed to the Hearing Officer, in care of the Purchasing Department, City of Tulare, 411 E. Kern Ave. Tulare, CA 93274. The request for reconsideration shall set forth all of the grounds upon which the request is made.
6. The Hearing Officer shall issue a written decision on the request for recommendation within ten (10) days of receipt thereof and state in the decision the reasons for the granting or denial of the request.

D. REVIEW OF PROTEST BY FTA

1. Where applicable, review of protests by FTA will be limited to the City's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA Regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation and/or five (5) days after the protestor knows or has reason to know that the City has failed to render a final decision. Such appeal must be filed in accordance with all FTA rules and regulations, and Section 7(1) of FTA Circular 4220.1D, as periodically updated. FTA may allow a request for reconsideration if data becomes available that was not previously known, or if there has been an error of law or regulation.



Violations of federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of state or local or regulations will be under the jurisdiction of state or local authorities.

2. Post-determination protests may include allegations that the City failed to have or follow written protest procedures.

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Finance/Transit

For Council Meeting of: June 20, 2017

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Approve City of Tulare Policies and Procedures for Federal Transit Administration (FTA)-Related Procurements.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City of Tulare became eligible for FTA Section 5307 funds with the City's population exceeding 50,000 with the 2010 U.S. Census. As a recipient, the City must comply with all FTA requirements including those related to FTA-funded procurements of goods, services, materials and equipment. The Policies and Procedures for FTA-Related Procurements will serve as specific policy and guidance for City transit staff, sub-grantees, and third-party contractors/vendors involved in the procurement process.

STAFF RECOMMENDATION:

Approve City of Tulare Policies and Procedures for Federal Transit Administration (FTA)-Related Procurements.

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

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

Date: June 8, 2017 **City Manager Approval:** _____

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: General Services

For Council Meeting of: June 20, 2017

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City Manager to execute all necessary documents on behalf of the City, subject to review by the City Attorney for a one-year lease agreement in the amount of \$600 per month for Classroom space at 830 South Blackstone with the Tulare County Office of Education.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City currently has approximately 1060 square feet of unoccupied classroom and 800 square feet of attached outdoor area at the 830 south Blackstone, Meitzenheimer Community Center.

The Tulare County Office of Education has lost its current classroom location and desires to enter a one (1) year lease agreement with an option for a second one (1) year lease for classroom space at that location. The classroom and attached outdoor area will be used by the County for educational and support services for the handicapped.

The Lease will be for one (1) year at the rate of \$600 per month with an additional one (1) year option at the rate of \$650 per month.

The lease conforms to City Real Property Management Policies and Procedures adopted January 3, 2012

STAFF RECOMMENDATION:

Authorize the City Manager to execute all necessary documents on behalf of the City, subject to review by the City Attorney for a one-year lease agreement in the amount of \$600 per month for Classroom space at 830 South Blackstone with the Tulare County Office of Education.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Steve Bonville

Title: General Services Director

Date: 06/01/2017

City Manager Approval:_____

**LEASE AGREEMENT
CITY OF TULARE AND TULARE COUNTY OFFICE OF EDUCATION**

This Commercial Lease Agreement (“Lease”), effective July 1, 2017, is entered into by and between the CITY OF TULARE, a California Charter City (“Landlord”) and “TULARE COUNTY OFFICE OF EDUCATION” (“Tenant”).

RECITALS:

WHEREAS, Landlord is the owner of certain real property located in the City of Tulare at 830 South Blackstone, City of Tulare, County of Tulare, State of California (hereinafter referred to as “the Premises”); and

WHEREAS, the Premises, consist of approximately 1,060 square feet of floor space, including improvements, and approximately 800 square feet of attached patio and private outdoor yard space; and

WHEREAS, Landlord desires to lease the Premises to Tenant for the purpose of operating an educational classroom facility and Tenant desires to lease the Premises from Landlord for a specified term, subject to the covenants, conditions, and provisions set forth herein; and

WITNESSED:

THEREFORE, for and in consideration of the terms, conditions, promises, and covenants hereinafter contained, it is mutually agreed by and between the parties as follows:

1. **LEASED PREMISES AND PROPERTY**

830 South Blackstone, Tulare CA 93274, consisting of approximately 1,060 square feet of floor space/classroom and approximately 800 square feet of patio/private outdoor yard space, including improvements, identified respectively as CLASSROOM and OUTSIDE PREMISES in Appendix “A” to this Lease.

2. **TERM**

A. **Initial Term.**

Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the same from Landlord for an “Initial Term” of one (1) year beginning on **July 1, 2017**, and ending June 30, 2018.

B. **Renewal Term.**

Tenant may elect to renew the Lease for one (1) extended and successive term of one (1) year, to expire on June 30th, 2019, provided that on the date Tenant elects renewal, Tenant is not in “Default” as defined and described in paragraph 20. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the then existing Term. The renewal term shall be subject to an

increased rental rate as identified in paragraph 3 below, but shall otherwise be subject to the same covenants, conditions, and provisions as the initial term.

3. LEASE PAYMENTS

Lease payment shall be due, in advance, on the first day of each calendar month during the lease term. Payment shall be submitted to Landlord at 411 East Kern Avenue, Tulare, California 93274, or at such other place designated by written notice from Landlord to Tenant. Payments not received by the 15th of each month shall be subject to an automatic one percent (1%) late charge, calculated to reimburse the City for costs incurred in the delayed payment.

A. Initial Rental Rate

Tenant shall pay to Landlord, during the first year, a rental rate of **\$600.00** per month, as set forth above.

B. Renewal Rental Rate

Tenant shall pay to Landlord, during the renewal/second year, effective July 1st, 2018, a rental rate of \$650.00 per month, as set forth above.

4. HOLDING OVER

If Tenant, with Landlord's consent, remains in possession of the premises after expiration or termination of this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy, subject to the Renewal Rental Rate, , terminable upon thirty (30) day advance written notice by either party. To the extent that they are not altered or contradicted by this paragraph, all other provisions of this Lease shall apply to the month-to-month tenancy.

5. TERMINATION

A. **WITHOUT CAUSE.** Notwithstanding the above provisions of Section 2, this Lease Agreement may be terminated in writing, for any reason, by either party upon giving a minimum of 90 day written notice.

B. **CASUALTY.** When any casualty occurs that would preclude the Tenant from operating its business for a period of more than sixty (60) continuous days, either party may terminate the lease by delivering written notice of casualty termination on or before the 30th day following the date of casualty. Casualty termination may be made effective by the noticing party on any date more than thirty (30) days following delivery of the notice.

6. SCOPE OF OPERATION

Tenant shall occupy and use the premises for purposes of operating an educational classroom. The premises shall be used for no other purpose.

7. OUTDOOR SIGNS

Tenant will be permitted to set up temporary outdoor signs for short-term events and special occasions, consistent with the business of operating an educational classroom. All outdoor signs must be approved by the Landlord, should be uniform in design / colors, "in good taste," "family friendly," and comply with all applicable City ordinances, codes and regulations. Signs should not pose a hazard to pedestrians and must be displayed in a location pre-approved by the Landlord. Signs must be stored indoors after business hours and not create a gathering place for others.

8. REPAIRS, MAINTENANCE, ALTERATIONS AND SURRENDER

Tenant acknowledges that the Premises are in good order and repair. During the lease term(s), Tenant shall make, at Tenant's expense, all ordinary repairs of the Premises worn through normal occupancy, and Tenant shall surrender the Premises at termination of this Lease, in a condition as good as when received.

Tenant will provide custodial services for the Premises. Tenant will be expected to clean and keep clean the inside and outside areas of the Premises. Tenant will not place or maintain boxes, cartons, barrels, trash, empty food service carts, containers, or similar items, in public view.

Restrooms located inside of the building will be maintained by the Landlord and shall be shared by Tenant with other building occupants and the public.

Tenant shall be responsible for remediation of any vandalism or damage to restrooms, other common areas, or the Premises, caused by Tenant, Tenant's agents, representatives, and invitees.

Landlord will be responsible for the maintenance and repair of HVAC unit that serves Premises. Landlord shall maintain, repair, and replace as needed all existing lighting, sprinkler(s), gas/plumbing lines and fixtures, driveways, parking lots, roof, foundation, footings, building structure and support systems / additions necessitated by reason of lapse of time, weakness or decay, insect infestation, or damages to or destruction of premises, or as may be required by any governmental authority. Landlord will not be responsible for any repair or replacement to the extent that it is necessitated by negligence on the part of the Tenant, Tenant's agents, and/or invitees.

9. SITE IMPROVEMENTS

Tenant shall not make any alterations, additions, or improvements, in, or, about the Premises without the prior consent of Landlord and without obtaining the proper building permit from the City of Tulare. All personal property, equipment, machinery, trade fixtures, and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease, provided that Tenant shall repair all damage to the Premises caused by such removal, at Tenant's expense. All alterations, additions, and improvements made by Tenant, shall be removed by Tenant at the expiration of the lease. Any alterations, additions, and improvements not removed, and thereby surrendered, by Tenant shall become the property of the Landlord.

10. PERMITTING, LICENSING

Tenant shall maintain a current City of Tulare Business License during the term of this lease and shall maintain any and all permits and licenses, as required by any City, County, State or Federal authority with respect to Tenant's business operation.

11. SIGNAGE

No signage or placement of posters, billboards, business cards, flyers, or advertisements are permitted outside of the Premises, except as described in paragraph 7 above.

12. RESPONSIBILITIES OF THE TENANT

All activities, events, and day-to-day operations performed by the Tenant shall be in the spirit of operating an educational classroom and shall not constitute a nuisance.

Tenant is responsible for the conduct of its employees and patrons.

Tenant will provide and maintain trash receptacles, as needed. At the close of each business day, all trash receptacles shall be emptied. Landlord shall provide keyed access to the City refuse containers for disposal of trash. All trash must be bagged and sealed so as to prevent leakage, smell, or other nuisances.

Tenant will make all reasonable efforts to regularly remove trash and debris left by Tenant's business patrons in and around the Premises.

Tenant understands and acknowledges that Landlord may hold public events and other functions in the building that occasionally may impact immediate availability of restrooms and/or other common areas.

Tenant and Tenant's patrons share a common parking area with other building occupants. Tenant will not permit deliveries, loading, and/or off-loading activities to obstruct the flow of traffic or access to the building's designated parking areas.

The building has a kitchen area that can be made available to the Tenant by the Landlord for occasional, special events, to the extent that Tenant's events do not conflict with those of Landlord. Tenant will make specific time and date requests to the Landlord for use of the kitchen area. Tenant shall be responsible for any and all set up, take down and clean up associated with kitchen area use. Tenant acknowledges that the Kitchen area is not part of the Premises leased and is only made available by request.

13. COMPLIANCE WITH LAW

Tenant shall, at Tenant's sole cost and expense, maintain compliance with all Federal, State, and local requirements, ordinances, regulations, and statutes relating to Tenant's business operation and use of the Premises.

14. INDEMNITY, TENANT'S LIABILITY AND LIABILITY INSURANCE

This Lease is made upon the express condition that Tenant shall not hold Landlord liable for any loss, damage or injury of any kind whatsoever, to the person or property of Tenant or any of Tenant's employees, guests or invitees, or of any person whomsoever, caused by any use of the premises or by any defect in any building, structure or improvement constructed thereon, or arising from any accident on the premises or any fire or other casualty thereon, or occasioned by the failure on the part of Tenant to maintain said premises in a safe condition, or resulting from any nuisance made or suffered on the premises, or by any act or omission of Tenant or Tenant's employees, guest, invitees, or arising from any cause whatsoever except that Landlord shall be liable for all damages or liability resulting from the negligence or willful misconduct of Landlord or its agents, contractors, officers or employees.

Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury to Tenant and hereby agrees to indemnify, defend and hold harmless the Landlord, its officers, officials, employees, agents and volunteers from liability for any such loss, damage or injury of other persons and from all costs, expenses and other charges arising therefrom and in connection therewith, except that Landlord shall be liable for all damages or liability resulting from the negligence or willful misconduct of Landlord or its officers, officials, employees, agents and volunteers.

Tenant agrees to maintain, throughout the term of this Lease, at Tenant's sole cost and expense, comprehensive liability policies, including its excess liability policy, to include the City of Tulare as an additional insured. Alternatively, Tenant agrees to secure, maintain, and pay the necessary premiums upon, a policy of liability insurance applying to the premises, with a company satisfactory to the Landlord, naming Landlord, officers and employees of the Landlord as co-insured, with limits as specified in Appendix B to this Lease. Tenant shall cause Landlord

to be furnished with a certificate of such insurance and furnishing Landlord with said certificate shall serve as a condition precedent to performance of any right claimed under this Lease, including Tenant's right to enter and occupy the Premises. Tenant agrees to obtain a written obligation on the part of the insurance carriers to notify Landlord in writing at least sixty (60) days prior to any cancellation or non-renewal of any policy required of Tenant hereunder. Tenant further agrees that if Tenant does not keep said insurance in full force and effect, Landlord may obtain the necessary insurance, and pay the premium. Landlord may invoice Tenant for the cost of said premium, which shall be deemed additional rent, and Tenant shall pay said invoice upon receipt.

15. UTILITIES

The landlord will be responsible for utilities including electric and gas. Landlord will supply water service, sewer service, and trash service via dumpsters shared by and between Tenant and other building occupants. No telephone, network functions, or internet infrastructure will be provided by the Landlord.

Tenant understands and acknowledges the use of the premises includes a shared HVAC system with other building occupants. Landlord shall maintain HVAC settings that will accommodate the Tenant's use of HVAC system to maintain temperature settings that are reasonable and consistent with other rooms and common areas of the building.

If Tenant provides wireless internet connectivity from an access point and equipment on the Premises, this internet service should be made available only for use by Tenant, Tenant's patrons, subject to a public user agreement, and unavailable to the public after regular classroom hours.

Pipelines, conduits, or any improvements necessary to connect additional utilities or services to the Premises shall be the sole responsibility of Tenant and may be installed only upon written pre-approval Landlord. Any such improvements or installations shall comply with all applicable Federal, State, and local building and permitting requirements.

16. ASSIGNMENT OR SUBLETTING OF LEASE

The Tenant shall not assign this Lease, or any interest therein, or in the premises herein demised, and shall not sublet said premises or any part thereof to any person, firm or corporation during the term of this Lease without the pre-approved written consent of Landlord. It is expressly understood and agreed that any pre-approved assignment or sublease shall be subject to all of the covenants and provisions of this Lease. In the event of insolvency or bankruptcy of the Tenant, this Lease shall not become a part of the assets of said insolvent or bankrupt estate and shall thereupon terminate.

17. RIGHT TO QUIET ENJOYMENT

The Landlord does hereby covenant and agree that upon the payment of rent and the performance of all covenants by Tenant, as herein provided, said Tenant shall have the right to peaceably and quietly hold and enjoy the premises during the term(s) demised and contemplated in this Lease.

Tenant understands and acknowledges the use of the building includes public events and other functions of the Landlord in common areas, that these events and functions may occasionally increase the noise level in common areas, and decrease the immediate availability of the public restrooms.

Tenant shall not commit, or cause to be committed, any waste on said Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of the Premises by Landlord and/or other building occupants.

18. TAXES

The Tenant is hereby notified pursuant to Section 106.6(b) of the revenue and taxation code, that when a public entity, such as the City of Tulare, enters into a written contract with a private party, a possessory interest subject to property taxation may be created, and that the property tax levied on the possessory interest shall be the responsibility of the Tenant, including all tax assessments and fees levied by any governmental entity. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Premises. Tenant shall pay all such taxes before they become delinquent.

19. DEFAULT

It is further agreed that if Tenant defaults in the performance of the covenants and agreements of this Lease, then it shall be lawful for Landlord, at Landlord's option, to terminate this Lease, re-enter the premises, take possession thereof, and remove all persons therefrom.

20. WAIVER OF BREACH

Any waiver, express or implied, by any party hereto, of any breach by any party of any covenant or provision of this Lease, shall not be, nor be construed to be, a waiver of any subsequent breach of any term or provision hereof.

21. ENTRY BY LANDLORD

Tenant shall permit Landlord or Landlord's agents to enter into and upon Premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, or for

any other lawful purpose contemplated by the provisions of this Lease, including any preventative maintenance and operation of the Landlord's property within the Premises. Landlord shall conduct any such entry of the Premises in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant. Landlord shall have the right to enter the premises without reasonable notice and at any time, in the event of an emergency or other condition that creates an imminent threat to public health and safety or to the property of the Landlord.

22. NOTICES

It is further agreed that all notices required to be given under this Lease shall be in writing, sent by postage prepaid registered mail, to the parties at their respective addresses below, or at such other address as the parties may from time to time notify each other in writing.

If to Landlord, c/o Property Services:

City of Tulare
411 East Kern Ave.
Tulare, CA 93274

If to Tenant:

23. BINDER ON SUCCESSORS

The Landlord and Tenant agree that the provisions of this Lease Agreement shall extend to and bind, or inure to the benefit of not only the parties thereto, but to each and every one of the heirs, executors, administrators, representatives, successors and assigns of the Landlord and Tenant. The obligation of Tenant is joint and several.

24. CONFLICT RESOLUTION

Any controversy or claim arising out of, or relating to, this Lease Agreement between the Landlord and the Tenant, other than Landlord's unlawful detainer claim, that cannot be resolved through informal discussion between the Parties, shall be mediated prior to initiation of any legal proceeding. Cost of such mediation shall be equally shared by the parties.

25. ATTORNEY'S FEES

In the event that any legal action including mediation in accordance with the Section entitled "Conflict Resolution," hereof is instituted by either of the parties to enforce and/or

construe the terms, conditions, and covenants of this Lease, or the validity thereof, the party prevailing in any such action shall be entitled to recover from the other party all court costs and reasonable attorney fees.

26. BREACH OF CONTRACT

In the event that the Tenant fails to comply with any of the terms of this Lease or fails to cure a breach upon thirty (30) day notice from the Landlord, the Landlord may, at its option, deem the Tenant's failure a material breach and utilize any remedy that Landlord deems appropriate. The Landlord, at its option, may immediately terminate the Lease, re-enter the leased premises, and take possession. Should the Landlord deem Tenant's failure to meet an obligation under this Lease to be a material breach, the Landlord shall immediately be relieved of its obligations under this Lease. Landlord's termination of this Lease due to breach will not limit the rights of Landlord in seeking other legal or equitable relief, including damages. The thirty (30) day notice period provided for above shall not be applicable to any breach that causes an imminent threat to public health and safety. Such breach, at Landlord's sole discretion may be grounds for immediate termination of the Lease unless immediately cured by the Tenant.

27. PEACEFUL SURRENDER OF PREMISES

Tenant agrees to peacefully surrender possession of the premises upon the termination or expiration of this Lease.

28. PARTIAL INVALIDITY

If any term or provision of this Lease Agreement or the application thereof to any person or circumstance is, to any extent, deemed invalid or unenforceable, the remainder of the Lease shall not be affected thereby. Each term and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law, despite any partial invalidity.

29. GOVERNING LAW AND VENUE

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California, without giving effect to its choice of law provisions as the same from time to time exist. If either party to this Lease initiates an action to enforce the terms or declare rights pursuant to this Lease, the venue shall be the County of Tulare, State of California.

30. COMPLETE AGREEMENT

This Lease constitutes the entire agreement between the parties and may not be altered, amended, modified or extended except by instrument in writing signed by the parties hereto.

31. AMENDMENT OF AGREEMENT

This Lease may be amended at any time by mutual written agreement of the parties.

32. AUTHORITY TO EXECUTE

Each party executing this Lease on behalf of an entity represents and warrants that the party has authority to execute this Lease individually and on behalf of the entity represented and that such entity has entered into the appropriate resolution or authorization for granting such authority and that said signature is for and on behalf of the named entity.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year set forth above.

CITY OF TULARE, "LANDLORD"

By: _____
Joseph Carlini, City Manager, City of Tulare

"TENANT"

By: _____
Tulare County Office of Education

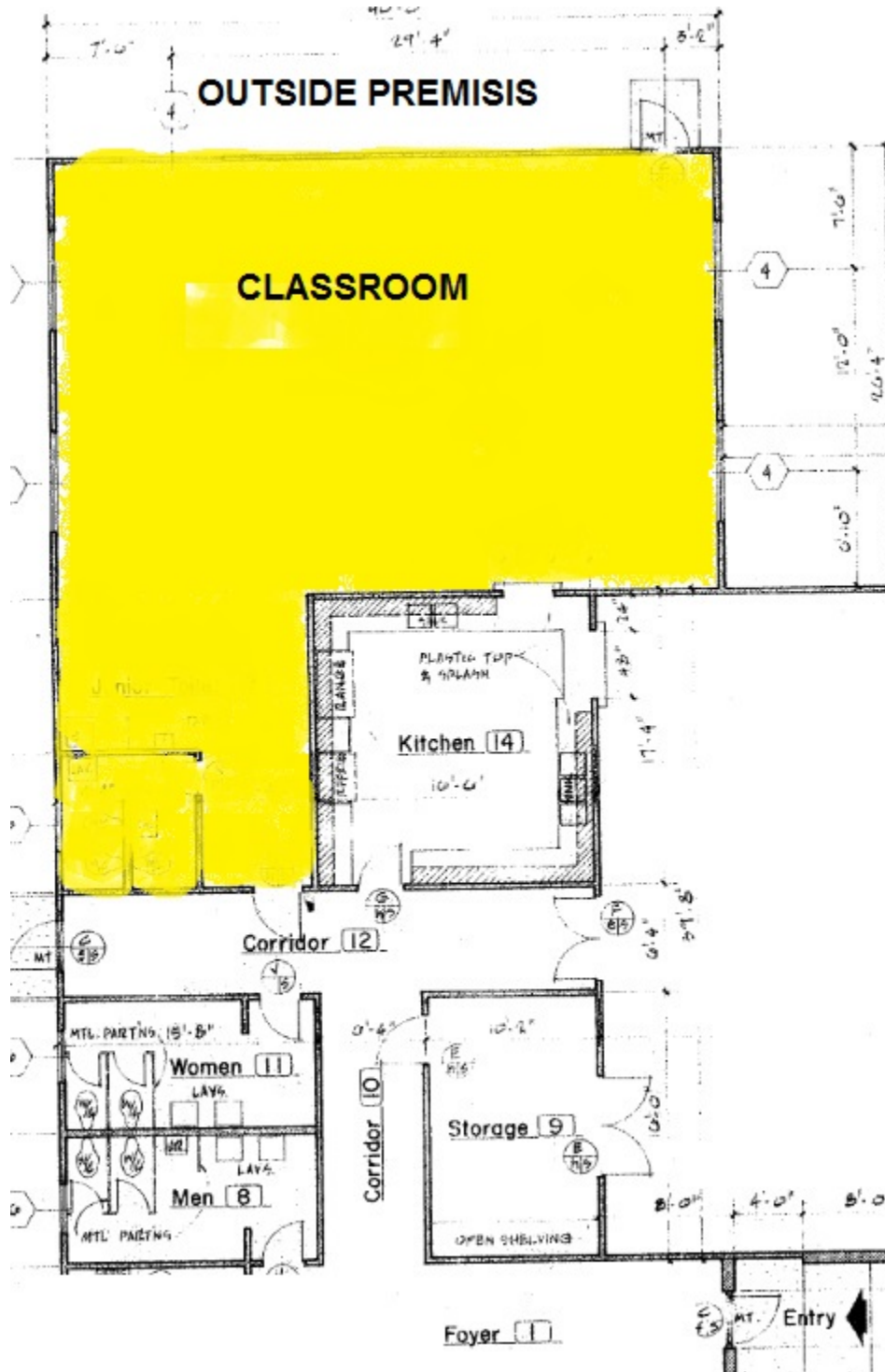
ATTEST:

Chief Deputy City Clerk, City of Tulare

APPROVED AS TO FORM:

Heather N. Phillips, City Attorney

APPENDIX A TO LEASE AGREEMENT
DESCRIPTION OF LEASE PROPERTY



APPENDIX B TO LEASE AGREEMENT
“INSURANCE REQUIREMENTS”

Tenant shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Tenant, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office (ISO) Form CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | | |
|---|---|---|
| 1. General Liability:
(Including operations, products
and completed operations) | \$ 2,000,000 | per occurrence for bodily injury,
personal injury and property damage. If
Commercial General Liability insurance
or other form with a general aggregate
limit is used, either the general aggregate
limit shall apply separately to this
project/ location or the general aggregate
limit shall be twice the required
occurrence limit. |
| 2. Automobile Liability: | \$ 2,000,000 | per accident for bodily injury and
property damage. |
| 3. Workers’ Compensation: | As required by the State of California. | |
| 4. Employer’s Liability: | \$ 2,000,000 | per accident for bodily injury or disease. |

If the Tenant maintains higher limits than the minimums shown above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: General Services

For Council Meeting of: June 20, 2017

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City Manager to execute all necessary documents on behalf of the City subject to review and minor conforming or clarifying changes by the City Attorney for a five-year Lease Agreement at a rate of \$1,000 per month for the Bus Terminal, Building #1, at 407 North "K" Street, with Greyhound Lines Inc.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City currently has a lease with Greyhound Lines Inc. for a 1,616 square foot Bus Terminal building and Kiosk located at 407 North "K" Street that expires June 30, 2017.

The current lease rate of \$1,200 per month includes all utilities and an unoccupied "Kiosk" space that is going unused. The proposed new lease will be at \$1,000 per month without the Kiosk and will place the utility cost for gas and electricity on the tenant and will include annual rate increases in accordance with City Real Property Management Policies and Procedures. The reduction in the utility costs to the City will increase the net rental income for the property.

The new Lease will be for five (5) years at the rate of \$1,000 per month with an annual 3% rent adjustment with an option for an additional two (2) year renewal at the rate of \$1,200 per month. Tennant will pay for gas and electric utilities.

The lease terms conform to City Real Property Management Policies and Procedures adopted January 3, 2012.

STAFF RECOMMENDATION:

Authorize the City Manager to execute all necessary documents on behalf of the City subject to review and minor conforming or clarifying changes by the City Attorney for a five-year Lease Agreement at a rate of \$1,000 per month for the Bus Terminal, Building #1, at 407 North "K" Street, with Greyhound Lines Inc.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Steve Bonville

Title: General Services Director

Date: 06/01/2017

City Manager Approval: _____

**LEASE AGREEMENT
CITY OF TULARE AND GREYHOUND LINES INC.**

This Commercial Lease Agreement (“Lease”) is made and effective the July 1, 2017 by and between the CITY OF TULARE, a California Chartered City (“Landlord”) and ”GREYHOUND LINES INC.”, (“Tenant”).

RECITALS:

WHEREAS, Landlord is the owner of certain real property located in the City of Tulare AT 407 North “K” Street, City of Tulare, County of Tulare, State of California with improvement therein, consisting among others of 1,616 square feet of floor space including improvements (which space is hereinafter referred to as the “Premises”); and

WHEREAS, Landlord desires to lease the Premises to Tenant for the purpose of operating a bus terminal, and the handling of passengers, baggage, and package express. Tenant desires to lease the Premises from Landlord for term, at the rental and upon the covenants, conditions, and provisions set forth herein; and

WITNESSED:

For and in consideration of the promises, and the covenants and agreements hereinafter contained it is mutually agreed by and between the parties hereto as follows:

1. **LEASED PREMISES AND PROPERTY**

407 North “K” Street consisting of approximately 1,616 square feet of floor space including improvements as specifically identified as “Terminal Bldg. 1” in Appendix “A” to this Lease Agreement.

2. **TERM**

A. **Initial Term.**

Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the same from Landlord for an “Initial Term” of five (5) years beginning on **July 1, 2017**, and ending June 30, 2022.

B. **Renewal Term.**

Tenant may elect to renew the Lease for one (1) extended and successive term of two (2) years to expire on June 30th, 2024, provided Tenant is not, at the date of such election, in default as defined hereunder of such a nature as would allow Landlord to terminate the Lease. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than six (6) months prior to the expiration of the then existing Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

3. LEASE PAYMENTS

A. Initial Rental Rate

Tenant shall pay to Landlord, during the first year, year 1, rental rate of **\$1,000.00** per month subject to an annual rental adjustment during the initial term as set forth below.

Lease payment shall be due in advance on the first day of each calendar month during the lease term. Payment shall be submitted to Landlord at 411 East Kern Avenue, Tulare, California 93274, or at such other place designated by written notice from Landlord to Tenant. Payments not received by the 15th of each month shall be subject to an automatic one percent (1%) late charge calculated to reimburse the City for costs incurred in the delayed payment.

B. Rental **Initial Term**

Effective July 1st, 2018 the second year term the rent shall be increased 3% to the amount of \$1,030.00, and shall increase by 3% each year thereafter.

C. Rental Adjustment **Renewal Term**

Effective July 1st, 2022 the rent shall be increased to \$1,200 per month for the next two (2) years.

4. HOLDING OVER

If Tenant, with Landlord's consent, remains in possession of the Leased premises after expiration of the termination of the Lease Agreement, or after the date any notice given by Landlord to Tenant terminating this Lease Agreement, such possession by Tenant shall be deemed to be a month-to-month tenancy with the amount of rent being equal to that payable under this Lease Agreement, terminable on thirty (30) days' notice given at any time by either party. All provisions of this Lease Agreement shall apply to the month-to-month tenancy.

5. TERMINATION

Notwithstanding the above provisions of Section 2, Landlord hereby grants to Tenant right to terminate this Lease at any time during the term hereof upon sixty (60) days written notice to Landlord. Landlord and Tenant shall also each have the option to terminate this Lease, when any casualty occurs which would preclude the Tenant from operating its business for a period more than sixty (60) continuous days. Landlord and Tenant shall each have thirty (30) days from the date of the casualty to elect to terminate the Lease.

6. SCOPE OF OPERATION

Landlord gives Tenant and its authorized representatives and invitees the non-exclusive right to use and occupy the Premises only for purposes of operating a Bus Terminal for the purpose of the handling of passengers, baggage, and package express.

7. OUTDOOR SIGNS

Tenant will be permitted to set up outdoor Signs for its use consistent with the business of a Bus Terminal on its designated outdoor area. All outdoor Signs must be approved by the Landlord and should be uniform in design and colors and comply with the City sign ordinance, codes and regulations and permitted. Signs should not pose a hazard to pedestrians. Consideration should be given to using Signs that can be stored after hours as to not create a gathering place after Bus Terminal operating hours.

8. REPAIRS, MAINTENANCE, ALTERATIONS AND SURRENDER

Tenant acknowledges that the Premises are in good order and repair. During the lease term(s), Tenant shall make, at Tenant's expense, all ordinary repairs of the Premises worn through normal occupancy, and shall surrender the same at termination hereof, in as good condition as received.

Tenant will provide custodial services for the Bus Terminal and restrooms, interior, floor and the outside of the premises, including but not limited to cleaning and clearing spills or oil in the bus terminal area. The Tenant will provide window cleaning inside and out for the Premises. Tenant will be expected to clean and keep clean the inside and outside areas of the premises. Tenant will not allow boxes, cartons, barrels trash empty food service carts or containers or other similar items to remain in public view.

Public restrooms located inside the Bus Terminal must be maintained to a high standard of cleanliness and be graffiti-free. Tenant will be responsible for any vandalism or damage to restrooms beyond that of normal wear and tear.

Tenant shall be responsible for all damages to the leased premises caused by the Tenant or Tenant's agents.

Tenant will provide a minimum of 2 trash receptacles in the outdoor premises area in addition to receptacles inside the premises. Tenant's containers will be emptied by Tenant when full or otherwise on a schedule so as to not allow debris to over flow the containers. At the close of business all containers will be emptied. Landlord will provide keyed access to the City refuse containers on the South end of the parking lot for disposal of trash. All waste will be bagged and sealed as to not create a smell or attraction to animals when placed in the City provided refuse containers.

Landlord will be responsible for the maintenance and repair of HVAC unit that serves Premises. Landlord shall maintain all exterior repairs as well as replacements or repairs to existing lighting, sprinkler, gas, plumbing lines and fixtures, driveways, parking lots, roof, foundation, footings, structural repairs, and support systems or additions necessitated by reason of lapse of time, weakness or decay, insect infestation, or damages to or destruction of premises, or which, at any time, be required by any governmental or public authority, except for any damage resulting from some degree of negligence on the part of the Tenant or damage as a result of anything beyond normal wear and tear.

9. SITE IMPROVEMENTS

Tenant shall not make any alterations, additions, or improvements, in, or, about the Premises without the prior consent of Landlord and obtaining the proper building permit from the City of Tulare. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair all damage to the Leased Premises caused by such removal, at Tenant's expense. All alterations, additions, and improvements made by Tenant, shall at the expiration of the lease be removed by tenant, however with prior approval by the Landlord may remain but becomes the property of the Landlord and surrendered by Tenant with the Premises.

10. PERMITTING, LICENSING

Tenant shall maintain a current City of Tulare business license during the term of this lease and maintain current all required applicable permits and licenses as required by any City, County, State or Federal regulations or requirements for the scope of the Tenant's operation.

11. SIGNAGE

No signage or the placement in the way of posters, billboards, business cards, flyers, or advertisements are permitted outside on the Premises.

Temporary signs such as, but not limited to, balloons, flags, banners must be prior approved for content, location, and duration by the Landlord and subject to City sign ordinance, codes and regulations and permitted. All signs whether permanent or temporary must be in "Good Taste" and "Family Friendly" with content approved by the Landlord.

12. RESPONSIBILITIES OF THE TENANT

All activities, events, and day-to-day operations performed by the Tenant shall be in the spirit of the operation of a Bus Terminal and not constitute a nuisance.

Tenant is responsible for the conduct of its employees and patrons.

Tenant will make all reasonable efforts to remove trash and debris left by Tenant's business patrons on and around the Premises on regular basis including responsibility to remove, clean, and empty trash cans spills or debris from the Premises. Tenant will maintain and operate the Bus Terminal in a clean and sanitary manner at all times.

Tenant patrons share a common parking area with other tenants. Tenant will not permit deliveries and loading to its Premises to block traffic flow or parking areas as designated in the parking lot.

13. COMPLIANCE WITH LAW

Tenant shall, at Tenant's sole cost and expense, at all times during the term hereof, comply with all of the requirements, ordinances, regulations and statutes of all Federal, State and municipal authorities currently in or which thereafter be in force and effect related to the operation of Tenant's business and use of the Premises.

14. INDEMNITY, TENANT'S LIABILITY AND LIABILITY INSURANCE

This Lease Agreement is made upon the express condition that Tenant shall not hold Landlord liable for any loss, damage or injury of any kind whatsoever to the person or property of Tenant or any of Tenant's employees, guests or invitees or of any person whomsoever caused by any use of the demised premise or by any defect in any buildings, structure or other improvement constructed thereon or arising from any accident on said premises or any fire or other casualty thereon or occasioned by the failure on the part of Tenant to maintain said premises in a safe condition or of any nuisance made or suffered on said premises or by any act or omission of Tenant or Tenant's employees, guest, invitees or arising from any cause whatsoever except that Landlord shall be liable for all damages or liability resulting from the negligence or willful misconduct of Landlord or its agents, contractors, officers or employees.

Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury to Tenant and hereby agrees to indemnify, defend and hold harmless the Landlord or its officers, officials, employees, agents and volunteers from liability for any such loss, damage or injury of other persons and from all costs, expenses and other charges arising there from and in connection therewith except that Landlord shall be liable for all damages or liability resulting from the negligence or willful misconduct of Landlord or its officers, officials, employees, agents and volunteers.

Tenant agrees to maintain in force throughout the Term hereof, at Tenants sole cost and expense, comprehensive liability policies, including its excess liability policy, endorsed to include the City of Tulare as an additional insured or to secure, maintain and pay the necessary premiums upon, a policy of liability insurance which shall apply to the demised premises, in a company satisfactory to the Landlord, which shall name the Landlord, and the officers and employees of the Landlord as co-insured's, with limits not less than those specified in Appendix B to this Lease Agreement. The Tenant shall cause the Landlord to be furnished with a certificate of such insurance and furnishing Landlord with such certificate shall serve as a condition precedent to performance of any right claimed under this Lease Agreement including the Tenant's right to enter and occupy the Premises. Tenant agrees to obtain a written obligation on the part of the insurance carriers to notify Landlord in writing at least sixty (60) days prior to any cancellation or non-renewal of any policy required of Tenant hereunder and Tenant further agrees that if Tenant does not keep said insurance in full force and effect, Landlord may obtain the necessary insurance and pay the premium such payment shall be deemed to be rent and shall be paid upon demand.

15. UTILITIES

The Tenant will be responsible for all utilities including but not limited to, electric, gas, telephone and Internet. Landlord will supply water service, sewer service to the Premises and trash service via common dumpsters shared with other tenants. No network functions or Internet infrastructure will be provided by the Landlord.

If Public Wi-Fi service is provided by the Tenant from an access point and equipment from within or on the Premises, this service should only be made available for use by the Tenant and its patrons and subject to a public user agreement and not made available to the public outside of the normal bus terminal business hours. Internet connectivity service is not provided for in this Agreement.

Pipelines, conduits or any other improvements that may be needed to connect to or bring additional utilities or services to the leased premises are the responsibility of the Tenant and must be done with prior approval by the Landlord in accordance with all applicable laws and permits.

16. ASSIGNMENT OR SUBLETTING OF LEASE

The Tenant shall not assign this Lease, or any interest therein, or in the property herein demised, and shall not sublet said premises or any part thereof to any person, firm or corporation during the term of this Lease without the written consent of Landlord first had and obtained. It is expressly understood and agreed that any assignment or sublease as aforesaid shall be subject to all of the covenants and provisions of this Lease Agreement. In the event of the insolvency or bankruptcy of the Tenant, either voluntary or involuntary, this Lease Agreement shall not become a part of the assets of said insolvent or bankrupt estate and shall thereupon terminate and be of no further force or binding effect upon the parties hereto.

17. RIGHT TO QUIET ENJOYMENT

The Landlord does hereby covenant and agree that upon the payment of the rent and the performance of all covenants by said Tenant to be paid and performed as herein provided, said Tenant shall peaceably and quietly hold and enjoy the said premises during the term herein demised and any extension thereof.

Tenant shall not commit, or cause to be committed, any waste on said Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of the Premises.

18. TAXES

The Tenant is hereby notified pursuant to Section 106.6(b) of the revenue and taxation code when a public entity, such as the City of Tulare, enters into a written contract with a private party, the possessory interest subject to property taxation may be created and that the property tax levied on the possessory interest shall be the responsibility of the Tenant, including all tax assessments and fees levied by any governmental entity. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises. Tenant shall pay all such taxes before they become delinquent.

19. DEFAULT

It is further agreed that if default be made in those covenants and agreements by said Tenant herein agreed to be kept and performed, then it shall be lawful for said Landlord at its option to terminate this Lease Agreement and re-enter upon said premises, take possession thereof, and remove all persons there from.

20. WAIVER OF BREACH

Any waiver, express or implied, by any party hereto, of any breach by any party of any covenant or provision of this Lease, shall not be, nor be construed to be, a waiver of any subsequent breach of any term or provision hereof.

21. ENTRY BY LANDLORD

Tenant shall permit Landlord or Landlord's agents to enter into and upon said Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same, or for any other lawful purpose contemplated by the provisions of this Lease including doing any preventative maintenance and operation of the Landlord's property within the Premises. Landlord shall conduct any such allowed entry of the Premises in a manner that will cause the least possible inconvenience, annoyance or disturbance to Tenant. Landlord shall have the right to enter the premises without reasonable notice and at any time, in the event of an emergency or other condition that creates an imminent threat to public health and safety or to the property of the Landlord.

22. NOTICES

It is further agreed that all notices required to be given under this agreement shall be in writing, sent by postage prepaid registered mail, to the parties at their respective addresses below, or at such other address as the parties may from time to time notify each other in writing.

If to Landlord, c/o Property Services:

City of Tulare
411 East Kern Ave.
Tulare, CA 93274

If to Tenant:

23. BINDER ON SUCCESSORS

The Landlord and Tenant agree that the provisions of this Lease Agreement shall extend to and bind, or inure to the benefit of, as the case may require, not only the parties thereto, but to each and every one of the heirs, executors, administrators, representatives, successors and assigns of the Landlord and Tenant. The obligation of Tenant is joint and several.

24. CONFLICT RESOLUTION

Any controversy or claim arising out of, or relating to, this Lease Agreement between the Landlord and the Tenant, other than Landlord's unlawful detainer claim, that cannot be resolved through informal discussion between the Parties, shall be mediated prior to initiation of any legal proceeding. Cost of such mediation shall be equally shared by the parties.

25. ATTORNEY'S FEES

In the event that any legal action including mediation in accordance with the Section entitled "Conflict Resolution," hereof is instituted by either of the parties hereto to enforce or construe the terms, conditions, and covenants of this Lease, or the validity thereof, the party prevailing in any such action shall be entitled to recover from the other party all court costs and reasonable attorney fees.

26. BREACH OF CONTRACT

In the event that the Tenant fails to comply with any of the terms of this Agreement or cure a breach upon thirty (30) day notice from the Landlord, the Landlord may, at its option, deem the Tenant's failure a material breach and utilize any remedy that Landlord deems appropriate. The Landlord, at its option, may immediately terminate the Lease Agreement and re-enter the leased premises and take possession. Should the Landlord deem any failure to meet any obligation under this Agreement on the Tenant's part to be a material breach, the Landlord shall immediately be relieved of its obligations under this Lease Agreement. Termination of this Agreement by the Landlord due to breach will not limit the rights of the Landlord in seeking other legal relief including recovery of damages. 30-day notice period will not be applicable to a breach that causes an imminent threat to public health and safety. Such breach, at Landlord's sole discretion may be grounds for immediate termination of the Lease unless immediately cure by the Tenant.

27. PEACEFUL SURRENDER OF PREMISES

Tenant agrees to peacefully surrender possession of the premises upon the termination or extension of this Lease.

28. PARTIAL INVALIDITY

If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and be enforceable to the fullest extent permitted by law.

29. GOVERNING LAW AND VENUE

This shall be governed exclusively by the provisions hereof and by the laws of the State of California without giving effect to its choice of law provisions as the same from time to time exist. If either party to this Lease agreement initiates an action to enforce the terms or declare rights pursuant to this lease Agreement, the venue shall be the County of Tulare, State of California.

30. COMPLETE AGREEMENT

This Lease constitutes the entire agreement between the parties and may not be altered, amended, modified or extended except by instrument in writing signed by the parties hereto.

31. AMENDMENT OF AGREEMENT

This Lease Agreement may be amended at any time by mutual agreement of the parties in writing.

32. AUTHORITY TO EXECUTE

Each party executing this Lease on behalf of an entity represents and warrants that the party has authority to execute this Lease individually and on behalf of the entity represented and that such entity has entered into the appropriate resolution or authorization for granting such authority and that said signature is for and on behalf of the named entity.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year set forth above.

CITY OF TULARE, "LANDLORD"

By: _____
City Manager

"TENANT"

By: _____

By: _____

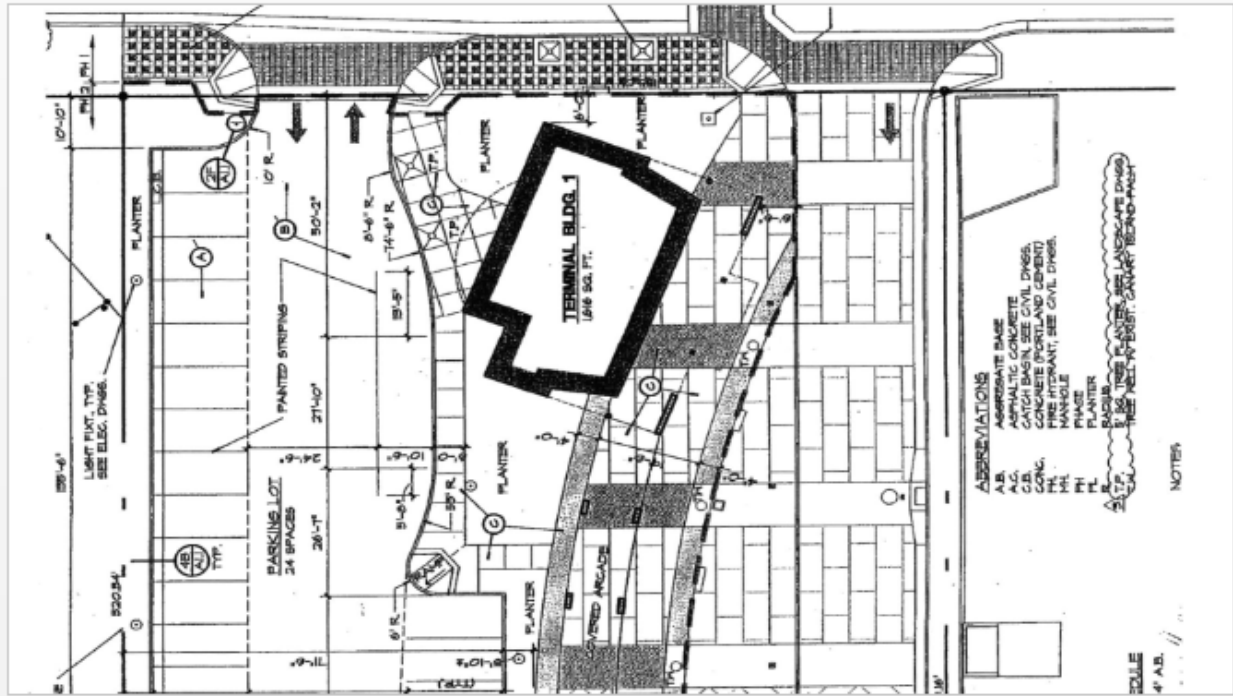
ATTEST:

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

APPROVED AS TO FORM:

, City Attorney

**APPENDIX A TO LEASE AGREEMENT
DESCRIPTION OF LEASE PROPERTY**



APPENDIX B TO LEASE AGREEMENT
LIBRARY “INSURANCE REQUIREMENTS”

Tenant shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Tenant, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office (ISO) Form CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | | |
|---|---|---|
| 1. General Liability:
(Including operations, products
and completed operations) | \$ 2,000,000 | per occurrence for bodily injury,
personal injury and property damage. If
Commercial General Liability insurance
or other form with a general aggregate
limit is used, either the general aggregate
limit shall apply separately to this
project/ location or the general aggregate
limit shall be twice the required
occurrence limit. |
| 2. Automobile Liability: | \$ 2,000,000 | per accident for bodily injury and
property damage. |
| 3. Workers’ Compensation: | As required by the State of California. | |
| 4. Employer’s Liability: | \$ 2,000,000 | per accident for bodily injury or disease. |

If the Tenant maintains higher limits than the minimums shown above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

AGENDA ITEM:

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Human Resources and City Attorney

For Council Meeting of: June 20, 2017

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the Mayor, on behalf of the City Council, to execute a City Manager Employment Agreement by and between the City of Tulare and Joseph V. Carlini, City Manager, to be effective June 21, 2017.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Following an extensive search and interview process, the City Council has identified the successful candidate to fill the position of City Manager for the City of Tulare. Mr. Joseph V. Carlini has been selected and on June 6, 2017, Council directed staff to negotiate the terms of an agreement with Mr. Carlini. The parties have arrived at an agreement in principal with regard to the terms and conditions of Mr. Carlini’s employment as City Manager.

Attached to this staff report is the City Manager’s employment agreement in its final form. It contains all of the terms and conditions that have been negotiated and agreed upon between the parties. This agreement has been reviewed and approved as to form, by Heather Phillips, City Attorney.

STAFF RECOMMENDATION:

Authorize the Mayor on behalf of the City Council to execute a City Manager Employment Agreement by and between the City of Tulare and Joseph V. Carlini, City Manager to be effective June 21, 2017.

CITY ATTORNEY REVIEW:

City Attorney has reviewed and approved the employment agreement with the City Manager.

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

Submitted by: Janice Avila Title: Human Resources Director
Heather N. Phillips City Attorney

Date: June 20, 2017 **City Manager Approval:** _____

**CITY MANAGER
EMPLOYMENT AGREEMENT**

**AN AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN
THE CITY OF TULARE
AND JOSEPH V. CARLINI**

This Employment Agreement (the "Agreement") is made and effective as of this 21st day of June, 2017 (the "Effective Date") between the City of Tulare, through its duly elected and formed City Council (the "CITY"), a Charter City in the State of California, and Joseph V. Carlini, an individual ("CITY MANAGER").

WHEREAS, pursuant to City's Charter and duly adopted ordinances, resolutions, practices and policies, the City Council has the responsibility of establishing the terms and conditions of employment for its employees, and consistent with such Charter, ordinances, resolutions, practices and policies, the City Council may, where appropriate and at its option, enter into employment contracts with individual employees to set forth the terms and conditions of employment, including among other things any severance payments that the City Council may elect to provide in the case of termination without cause; and

WHEREAS, CITY desires to secure the services of CITY MANAGER and CITY MANAGER desires to accept such employment upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the material advantages accruing to the parties and the mutual covenants contained herein, and intending to be legally and ethically bound hereby, CITY and CITY MANAGER agree as follows:

SECTION 1: DUTIES

A. CITY shall employ CITY MANAGER as City Manager and CITY MANAGER accepts such employment. CITY MANAGER shall devote substantially all of his time, attention, energy, knowledge, and skill solely and exclusively to performing all duties as City Manager to perform the functions and duties specified in the City Charter, and to perform such other legally permissible and proper duties and functions as the Council shall from time to time assign. City Manager shall serve for an indefinite term at the will of the Council and may have his services terminated by a vote of the Council in accordance with provisions in the Charter and this Agreement.

B. As an exempt, salaried employee, CITY MANAGER will be expected to work such hours as required by the nature of CITY MANAGER's work assignments. CITY MANAGER agrees not to render full time services to any other entity or person during the term of this Agreement, unless otherwise

allowed by this Agreement. CITY reserves the right to modify CITY MANAGER's responsibilities and duties at any time in its sole and reasonable discretion.

SECTION 2: SCOPE OF EMPLOYMENT

A. Term. The term of this agreement shall commence June 21, 2017, and continue in effect until terminated pursuant to Section 6 of this Agreement.

B. Employment Status. This Agreement describes the only employment rights and benefits to which CITY MANAGER shall be entitled during the term of this Agreement. CITY MANAGER is an at-will employee who serves at the pleasure of the City Council. During the term of this Agreement, CITY MANAGER will not acquire or accrue tenure or any other employment rights with CITY including, without limitation, any property interest in continued employment with CITY unless otherwise required by law. Notwithstanding the at-will nature of this Agreement, the parties agree to the severance benefits described in Section 6(C) of this Agreement.

SECTION 3: COMPENSATION

A. Base Salary. In consideration for his services to CITY during the period in which this Agreement is effective, CITY will pay to CITY MANAGER an initial base salary of \$168,083 (Step C of salary range 1000) per year. CITY may, in its sole discretion and from time-to-time, adjust CITY MANAGER's base salary at any time after the Effective Date and during the term of this Agreement. His base salary shall be paid to him through biweekly pay periods during the period in which this Agreement is effective and shall be subject to all lawful withholdings and deductions required by federal and state laws, and any other authorized deductions.

SECTION 4: SUPPLEMENTAL BENEFITS

A. Deferred Compensation. CITY MANAGER may, if he so chooses, participate in one of CITY's deferred compensation programs for employees. At this time, CITY does not contribute to deferred compensation on CITY MANAGER's behalf. If in the future CITY begins contributing to deferred compensation, CITY MANAGER shall be entitled to such contributions to the same extent as other eligible CITY employees.

B. Retirement. In accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA), CITY MANAGER shall be considered a PEPRA member based upon his original hire date with the City of Tulare (February 10, 2014). As a PEPRA member, the CITY MANAGER shall be eligible for the 2% at 62 retirement formula for Miscellaneous Members, calculated using an average of CITY MANAGER'S three (3) final years' compensation. CITY MANAGER shall pay the Employee's CalPERS retirement contribution, as established by CITY and CalPERS, as well as a

portion of the Employer's CalPERS retirement contribution, consistent with City policy and practice for relating to miscellaneous employees.

C. Health Benefits. CITY MANAGER shall be eligible for medical, dental and vision care, as offered to other CITY employees. CITY MANAGER's cost for participation is dependent upon the plan selected by CITY MANAGER, including whether coverage shall include any of CITY MANAGER's dependents.

D. Section 125. CITY MANAGER may participate in CITY's flexible spending account, available for unreimbursed medical expenses, child care, and group insurance premiums. CITY MANAGER may also participate in voluntary plans at CITY MANAGER's expense.

E. Vacation Leave. CITY MANAGER shall accrue, on a bi-weekly basis, twenty (20) eight-hour days of compensated vacation per year. The maximum allowable vacation that may be accrued in CITY MANAGER'S vacation leave bank is 320 hours. Accruals shall cease upon reaching the 320-hour cap, until such time that the vacation leave balance decreases below the accrual cap.

F. Sick Leave. CITY MANAGER shall accrue, on a bi-weekly basis, eight (8) eight-hour days of compensated sick leave per year. The use of such leave shall be consistent with the CITY's Personnel Rules and Regulations. Upon retirement, CITY MANAGER is entitled to apply any unused sick leave towards retirement credit, subject to and consistent with CITY'S Personnel Rules and Regulations.

G. Management Leave. CITY MANAGER shall be granted eighty-eight (88) hours of management leave per fiscal year. The amount available to CITY MANAGER for any partial calendar year of employment shall be pro-rated. CITY MANAGER shall be eligible to use Management Leave immediately upon the Effective Date of this Agreement. Management Leave cannot be accumulated from one fiscal year to the next. Management Leave will be credited in July and must be used by the last full pay period the following June. When leaving City service, CITY MANAGER shall only be entitled to a pro-rated share of annual management leave, based on the number of pay periods employed by CITY in the last fiscal year. If, at the time of his departure from CITY employment, CITY MANAGER has used more than his pro-rated share, City shall recover the excess hours used via deduction from CITY MANAGER'S final paycheck. CITY MANAGER hereby expressly agrees to this payroll deduction. If, at the time of his departure from CITY employment, CITY MANAGER used less than his pro-rated share, CITY shall pay to CITY MANAGER the value of each unused hour, at CITY MANAGER'S then-salary, and include said payment in CITY MANAGER's final paycheck.

H. Holidays. CITY MANAGER shall receive twelve (12) eight-hour compensated holidays per calendar year, to be taken consistent with CITY's Personnel Rules and Regulations.

I. Floating Holidays, Birthday Leave. CITY MANAGER shall be granted two (2) days, sixteen (16 hours), of floating holidays per fiscal year. In addition, CITY MANAGER shall be granted one (1) day, eight hours (8), of leave for the employee's date of birth. CITY MANAGER shall be eligible to use such floating holiday and birthday leave as of the Effective Date of this Agreement, consistent with the CITY's Personnel Rules and Regulations.

J. Educational Assistance. CITY MANAGER shall be eligible for up to \$2,500 in reimbursements for educational assistance to help defray education expenses, such as tuition, books, and other materials (if any) from accredited institutions, consistent with CITY's Personnel Rules and Regulations.

K. Short-Term and Long-Term Disability. CITY MANAGER shall be eligible for short-term and long-term disability insurance at the CITY MANAGER's expense, in keeping with the provisions of the City's Personnel Rules and Regulations.

L. Automobile, Cell Phone Allowance. CITY MANAGER'S duties require business use of an automobile, therefore CITY shall provide the CITY MANAGER with a monthly vehicle allowance in the amount of five hundred dollars (\$500) per month, paid on a bi-weekly basis through payroll. CITY MANAGER will be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle as outlined in the CITY's Proof of Insurance policy and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. CITY shall provide the CITY MANAGER with a cell phone allowance in the amount of one hundred dollars (\$100) per month, paid on a bi-weekly basis through payroll, to perform and maintain communication as set by CITY policy. CITY MANAGER shall follow the provisions outlined in the CITY's Cell Phone Policy.

M. Life Insurance. CITY shall provide CITY MANAGER a policy of term life insurance equal to the employee's annual base salary, including all increases in base salary rounded to the nearest multiple of \$1,000.

N. General Business Expenses. CITY shall pay for professional dues and subscriptions of the CITY MANAGER necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the CITY MANAGER's continued professional growth and advancement. To the extent that it is fiscally reasonable, CITY shall budget and pay for travel and subsistence expenses of CITY MANAGER for professional and official travel, meetings, and other occasions, to continue the professional development of the CITY MANAGER and to attend necessary official functions on behalf of CITY.

O. Service Clubs. The CITY recognizes the value of having the CITY MANAGER participate and be directly involved in local service clubs or organizations. Accordingly, the CITY shall pay for the reasonable membership fees and/or dues to enable the CITY MANAGER to become an active member in local civic clubs or organizations. In addition, CITY MANAGER will be

reimbursed an amount not to exceed two hundred dollars (\$200) per fiscal year for fees and/or membership dues charged by the service club. All fines above this amount shall be the sole responsibility of the CITY MANAGER.

SECTION 5: PERFORMANCE AND REVIEWS

In order to maintain a clear and well-defined relationship between CITY and CITY MANAGER, the City Council and CITY MANAGER will endeavor annually to review CITY MANAGER's performance and set goals and objectives for CITY MANAGER. The first evaluation will be conducted after an initial six (6) month period (December 2017) and annual performance evaluations will be conducted thereafter. Such review shall be consistent with CITY's Personnel Rules and Regulations, or as otherwise directed by City Council. Upon receiving a rating of "satisfactory" or higher, the CITY MANAGER shall be eligible for a five percent (5%) salary increase toward the top of his pay scale.

SECTION 5: HOURS OF WORK

It is recognized that the CITY MANAGER must devote a great deal of time outside the normal office hours on business for the CITY, and to that end the CITY MANAGER shall be allowed to establish an appropriate work schedule. The position of CITY MANAGER is an exempt position under State and Federal wage and hour laws.

SECTION 6: OUTSIDE ACTIVITIES

A. The employment provided for by this Agreement shall be the CITY MANAGER'S sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the CITY and the community, the CITY MANAGER may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with, nor a conflict of interest with, his responsibilities under this Agreement.

B. The CITY MANAGER agrees to submit in writing to the City a list of any Boards or Commissions that he serves on, outside of normal City business. The Council shall then have the ability to approve such participation and the item shall be signed by the Mayor and placed in the CITY MANAGER'S Personnel File. If any City Council member so requests, within thirty (30) days of said request, the CITY MANAGER will resign from any such Board or Commission when a conflict is determined to exist. The provisions of this section are not intended, nor do they supplant or replace state laws regarding conflict of interest.

SECTION 7: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The CITY, only upon agreement with the CITY MANAGER, shall fix any such other terms and conditions of employment, as it may determine from

time to time, relating to the performance of the CITY MANAGER, provided such terms and conditions are not inconsistent with or in conflict of the provisions of this Agreement, the Personnel Rules and Regulations, the City of Tulare Charter, or any other law.

B. Except as otherwise provided in this Agreement, the CITY MANAGER shall be entitled to the highest level of benefits that are enjoyed by other Department Heads of the CITY as provided in the Charter, Personnel Rules and Regulations, by Council action or by practice.

C. CITY shall bear the full cost of any fidelity or other bonds required of the CITY MANAGER under any law or ordinance.

SECTION 8: TERMINATION

A. Termination by Death.

1. CITY MANAGER's employment with CITY shall terminate automatically upon CITY MANAGER's death.

2. CITY's obligations under this Agreement in such event shall be limited to: (1) the prorated payment of CITY MANAGER's base salary through the date of death, to the extent not yet paid; (2) the payment of accrued and unused vacation and other eligible leaves under applicable CITY Personnel Rules and Regulations, at CITY MANAGER's then applicable rate of base salary through the date of CITY MANAGER's death; and (3) the payment of any unpaid reimbursable business expenses incurred and documented by CITY MANAGER or his legal representative in accordance with this Agreement. CITY shall make the payments to CITY MANAGER's estate or beneficiary, as applicable. As of the date of CITY MANAGER's death, CITY's obligations under this Agreement shall terminate and CITY will have no further obligation to pay CITY MANAGER or his estate or beneficiaries any compensation or other amounts, except as required by law.

B. CITY Termination For Cause.

1. Notwithstanding any other provision contained in this Agreement, CITY may terminate this Agreement at any time, for cause. The majority of the governing body must vote to terminate the CITY MANAGER at a duly authorized public meeting. Termination pursuant to this paragraph shall be effective on the date written notice is provided to CITY MANAGER describing the cause for termination as defined herein below, and shall be subject to a post-termination evidentiary hearing on the factual grounds for such cause, as may be required by law. For purposes of this Agreement, "cause" shall mean:

- (i) Any willful breach or habitual neglect of CITY MANAGER's duties which he is required to perform under the terms of this Agreement, his job description, or other City policy or procedure;

- (ii) The commission of any material act of dishonesty, fraud, misrepresentation, or other act of moral turpitude;
- (iii) Gross carelessness or misconduct;
- (iv) Failure to obey the lawful direction of CITY's City Council in such a way that has a direct, substantial, and adverse effect on CITY's reputation; and/or
- (v) Conviction of a felony.

2. In the event of such termination, CITY's obligations under this Agreement shall be limited to: (1) the prorated payment of CITY MANAGER's base salary through the date of termination, to the extent not yet paid; (2) the payment of accrued and unused vacation and other eligible leaves under applicable CITY Personnel Rules and Regulations, at CITY MANAGER's then applicable rate of base salary; and (3) the payment of any unpaid reimbursable business expenses incurred and documented by CITY MANAGER in accordance with this Agreement. As of the date of termination, CITY's obligations under this Agreement shall terminate and CITY will have no further obligation to pay CITY MANAGER any compensation or other amounts, except as required by law.

C. Termination by CITY for Other than Death or Cause.

1. CITY may terminate this Agreement for any reason upon delivery of thirty (30) days' written notice to CITY MANAGER or such later date as may be specified in the notice. The majority of the governing body must vote to terminate the CITY MANAGER at a duly authorized public meeting.

2. In the event of such termination, CITY's obligation under this Agreement shall be limited to: (1) the prorated payment of CITY MANAGER's base salary through the date of termination, to the extent not yet paid; (2) the payment of accrued and unused vacation and other eligible leaves under applicable CITY Personnel Rules and Regulations, at CITY MANAGER's then applicable rate of base salary; (3) the payment of any unpaid reimbursable business expenses, incurred and documented by CITY MANAGER, in accordance with this Agreement; and (4), payment of severance as consideration and in exchange for a mutual release of all claims by CITY MANAGER, as more fully described in paragraph C(3) below.

3. As severance pay the CITY MANAGER shall receive an amount equal to nine (9) months of CITY MANAGER'S most recent base salary, subject to a one (1) month reduction of severance pay for each year (12 months) of completed and continued employment with the City of Tulare:

- Following one (1) year of employment and as of June 20, 2018, severance pay will be equal to eight (8) months of CITY MANAGER'S then current salary;

- Following two (2) years of employment and as of June 20, 2019, severance pay will be equal to seven (7) months of CITY MANAGER'S then current salary;
- Severance entitlement shall continue to be reduced in the annual fashion outlined above, until such time that CITY MANAGER has completed nine (9) full years of service.
- As of June 20, 2026, all rights and entitlements to severance of any sort are terminated.

D. Termination by CITY MANAGER.

1. CITY MANAGER may terminate this Agreement for any or no reason, upon thirty (30) days' written notice to the City Council.

2. In the event of such termination, CITY's obligations under this Agreement shall be limited to: (1) the prorated payment of CITY MANAGER's base salary through the date of termination, to the extent not yet paid; (2) the payment of accrued and unused vacation and other eligible leaves, under applicable CITY Personnel Rules and Regulations, at CITY MANAGER's then applicable rate of base salary; and (3) the payment of any unpaid reimbursable business expenses, incurred and documented by CITY MANAGER, in accordance with this Agreement. As of the date of termination, CITY's obligations under this Agreement shall terminate and CITY will have no further obligation to pay CITY MANAGER any compensation or other amounts, except as required by law.

SECTION 9: RELEASE OF CLAIMS

If the Agreement is terminated pursuant to Section 8(C) and CITY MANAGER accepts any of the severance payments described therein, to the extent not prohibited by law, CITY MANAGER shall be deemed knowingly, intelligently, and voluntarily to have released and forever discharged CITY and its officers, directors, employees, agents, their successors and assigns, both in their individual and official capacities, from any and all liability arising out of CITY MANAGER'S employment and/or the termination of said employment. Nothing contained in this paragraph shall prevent CITY MANAGER from enforcing the terms of this Agreement.

SECTION 10: CONFIDENTIALITY

CITY MANAGER shall maintain in confidence the confidential information he receives in the course of his employment. The CITY MANAGER shall not, either during the term of this Agreement or thereafter, use or permit the use of any such information in connection with any activity or business, and shall not divulge such information to any person, firm, or corporation whatsoever, except as may be necessary in the performance of his official duties as CITY MANAGER, or as required by law. The term "confidential information" means information obtained in closed sessions of the City's Council, Boards, and/or Commissions, local, state or national security information, personnel

information, and/or patient information.

SECTION 11: GENERAL PROVISIONS

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

B. Amendments. Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual written agreement of the parties.

C. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect its other provisions, and the other provisions of this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.

D. Governing Law. This Agreement shall be governed and enforced according to the laws of the State of California.

E. Attorneys' Fees and Costs. Each party will bear its/his own costs including attorneys' fees in connection with the negotiation and execution of this Agreement. If either party commences any legal proceeding against the other party with respect to any of the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party all expenses of those proceedings and any appeal thereof, including reasonable attorneys' fees, and all attorneys' fees, costs and expenses incurred in collecting or executing on any judgment, order, or award.

F. Necessary Acts. The parties agree to perform any further acts, execute, and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.

G. Ambiguities and Uncertainties. This Agreement and any ambiguities or uncertainties herein, or the documents referenced herein, shall be equally and fairly interpreted and construed without reference to the identity of the party preparing this document or the documents referred to herein, on the express understanding and agreement that the parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the parties hereby waive the benefit of California Civil Code section 1654 and any successor or amended statute providing that in cases of uncertainty, language or a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

H. Execution. This Agreement may be executed in counterparts and by facsimile or electronic PDF, all of which shall constitute one binding and legally enforceable instrument.

I. Notices. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- CITY: City of Tulare, City Attorney, 411 East Kern Avenue, Tulare, CA 93274.
- CITY MANAGER: Joseph V. Carlini, 411 East Kern Avenue, Tulare, CA 93274 or the address which is listed on the newest Employee Personnel Action form.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as it applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or five (5) calendar days following the date of deposit of such written notice with the United States Postal Service.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF TULARE

AUTHORIZED REPRESENTATIVE: CARLTON JONES

TITLE: Mayor

SIGNATURE: _____

DATE: _____

CITY MANAGER

NAME: JOSEPH V. CARLINI

SIGNATURE: _____

DATE: _____

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Manager's Office

For Council Meeting of: June 20, 2017

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Public Hearing to adopt Resolution 17-27 approving the 2017/18 city operating budget (with all component parts as listed below), to adopt Resolution 17-28 approving the 2017/18 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 17-29 approving the 2017-2022 Projects Budget, to adopt Resolution 17-30 establishing the 2017/2018 appropriation limit; and to receive the BPU-adopted Utility Enterprise Fund Budgets.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

On March 17, 2017, the City Council held a budget workshop to review 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 second budget workshop was held on May 16, 2017 to present the proposed budget with the adjustments suggested by Council.

The Projects Budget proposal was submitted to the Planning Commission on April 24, 2017 who confirmed that the fiscal year 2017-2022 projects were consistent with the City's General Plan pursuant to Government Code Section 65401.

The Board of Public Utilities (BPU) held a public meeting on June 1, 2017 and adopted the utilities budget. Pursuant to the City's charter, the Council is requested to receive the BPU adopted municipal utilities budget.

The City Manager's budget memos covering the General Operating, Personnel Control Budgets and the Projects Budget was provided to Council at the June 6, 2017 regular meeting. Those memos each constitute key elements of the proposed budget. The memos also describe the budgeting process and budget highlights. As proposed, the General Fund budget for the fiscal year 2017/18 reflects Council's direction to use reserves on a limited basis.

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 (Budget Flex Report).

The Budget Flex Report is available for viewing at the City Clerk's Office and copies will be available at the public hearing for reference.

Projects Budget:

Pursuant to the TPMS policy, the Utility Projects Budget for FY 2017-2022 is being submitted to the Council as part of the biennial budget process for review.

Included within the Project Budget is the City's Capital Improvement Plan (CIP) budget. The CIP only includes projects that involve "capital assets" as defined under generally accepted accounting principles (GAAP). "Projects" may include studies, large expenditure maintenance of capital assets (such as streets, utility assets, etc...), and other discrete efforts, but CIP projects are projects that will create assets that must be capitalized under GAAP.

The City Projects Budget was provided to Council at the June 6, 2017 regular meeting and is comprised of the following:

1. City Manager's memo;
2. Summary of Expenses/Funding Report;
3. Project Expenses/Funding by Division Report;
4. Individual Project Sheets

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.

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
Code Enforcement 1008	Police	1	35,000
Replace Patrol	Police	8	400,000
Code Enforcement 0107	Police	1	35,000
Motorcycles	Police	4	110,000
Facility Maint F150 0077	General Fund	1	35,000
Parks 0410	General Fund	1	35,000
Parks 0411	General Fund	1	35,000
Streets 0712 1/2 ton	General Fund	1	30,000
Solid Waste F150 0508	Solid Waste	1	40,000
Solid Waste Forklift	Solid Waste	1	40,000
Solid Waste 3/4 ton 3017	Solid Waste	1	40,000
Street Sweeper	Solid Waste	1	300,000
Street Sweeper	Solid Waste	1	300,000
Front Loader / Roll Off	Solid Waste	1	275,000
Water 0622 (1 ton to 3/4)	Water	1	40,000
Finance Ranger 0631	Water	1	30,000
Water 607 (1 ton to 3/4)	Water	1	40,000
WasteWater 0634 (1 ton to 3/4)	Water	1	40,000
Wastewater 0916	Wastewater Sewer	1	40,000
Wastewater 0712	Wastewater Sewer	1	40,000
WasteWater 0236	Wastewater Sewer	1	30,000
Wastewater 0904	Wastewater Sewer	1	30,000
Fire Tahoe	Fire	1	45,000
Fire Tahoe	Fire	1	45,000
Expansion - Aerial Lift Truck	General Fund	1	140,000
Expansion - CCTV Truck	Wastewater Sewer	1	225,000
Expansion - ¾ Ton Pickup Truck	Water	1	30,000
Total Replacement/Expansion		37	2,485,000

The following represents the Fleet Reserve Funds:

Fleet Reserve	Estimated	Projected	Projected	Projected	Estimated
Funds	Reserve	2017/2018	Insurance	2017/2018	Reserve
	6/30/2017	Expenditures	Premium	Revenue	6/30/2018
General Fund	\$877,264	\$135,000	\$5,485	\$5,485	\$742,264
Police	\$413,694	\$580,000	\$13,269	\$183,269	\$3,694
Fire	\$394,314	\$90,000	\$15,113	\$15,113	\$304,314
Fire Apparatus	\$0	\$0	\$0	\$250,000	\$250,000
Development Services	\$151,883	\$0	\$425	\$36,600	\$188,057

Water	\$415,836	\$110,000	\$1,794	\$73,200	\$377,241
Solid Waste	\$2,679,041	\$995,000	\$29,429	\$1,032,184	\$2,686,796
Wastewater/Sewer	\$465,627	\$180,000	\$4,484	\$175,800	\$456,943
General Fund	\$1,685,272	\$805,000	\$33,867	\$453,867	\$1,300,272
Enterprise Funds	\$3,712,386	\$1,285,000	\$36,133	\$1,317,784	\$3,709,038
FCB FUND TOTALS	\$5,397,659	\$2,090,000	\$70,000	\$1,771,651	\$5,009,310

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 four resolutions to be considered at a single public hearing for adoption; one each for the operating budget, the Position Control Budget, the 2017/18-2021/22 Projects Budget, and the 2017/18 Appropriation Limit. Adoption of the operating budget will include all control budget components described above. Additionally, the resolutions contain guidelines for staff to use in administering the budget during the budgetary period.

STAFF RECOMMENDATION:

Public Hearing to adopt Resolution 17-27 approving the 2017/18 city operating budget (with all component parts as listed below), to adopt Resolution 17-28 approving the 2017/18 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 17-29 approving the 2017-2022 Projects Budget, to adopt Resolution 17-30 establishing the 2017/2018 appropriation limit; and to receive the BPU-adopted Utility Enterprise Fund Budgets.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Joseph V. Carlini

Title: Interim City Manager

Date: June 8, 2017

City Manager Approval: _____

RESOLUTION 17-27

A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE ADOPTING THE 2017/2018 FISCAL YEAR BUDGET AND ALL SECTIONS THEREIN

WHEREAS, the City Manager has prepared a municipal budget for the fiscal year ending June 30, 2017, entitled "City of Tulare, Fiscal Year 2017/2018 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, 2017 through June 30, 2018. The final budget shall be the "City of Tulare, Fiscal Year 2017/2018 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 2017/18 expenditures in an amount not to exceed the amount of funds encumbered, but not yet expended, from Fiscal Year 2016/17. The actual amount of the increased appropriations due to encumbrances will be reported to the City Council, as part of the Fiscal Year 2017/18 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 2017/18 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 2017/18 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 2017/18 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 2017/18 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 2017/18 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 2017/18 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 2017/18 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 2017/18 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 2017/18 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 2017/2018 Fiscal Year Budget Document and all sections therein. The total City Funds expenditure budget of \$131,499,560 is summarized by the following funds and functions:

**CITY OF TULARE
PROPOSED EXPENDITURE BUDGET
FISCAL YEAR 2017/2018**

I. GENERAL GOVERNMENT FUNDS

GENERAL FUND:	
City Council	\$ 147,330
City Manager	514,170
Finance	1,186,510
Information Services	517,510
Economic Development	233,560
Human Resources	556,480
Code Enforcement	403,960
Animal Shelter	1,061,070
Non-Departmental	491,430
Police	16,993,860
Fire	7,757,670
Streets	2,112,260
Graffiti Abatement	128,600
Parks & Recreation Administration	462,010
Parks	2,250,300
Recreation & Community Services	1,131,580
Library	1,538,270
Storm Drainage	1,442,030
TOTAL GENERAL FUND	\$ 38,928,600

Parking & Business Improvement Area	87,000
CIP Administration	575,430
Dangerous Building Abatement	30,000
Downtown Parking Maintenance	89,000
TOTAL GENERAL GOVERNMENTAL FUNDS	\$ 39,710,030

II. SPECIAL REVENUE FUNDS

Senior Services	\$ 505,170
COPS State Grant	132,930
OTS Grants	2,690
Vehicle Abatement	38,040
Property Management Fund	1,945,650
Landscape & Lighting	610,540
TOTAL SPECIAL REVENUE FUNDS	\$ 3,235,020

III. DEBT SERVICE FUNDS

Financing Authority Debt Service	\$ 2,327,170
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IV. CAPITAL IMPROVEMENTS PROJECT FUNDS

Other General Fund	\$ 1,129,600
Fleet Equipment Replacement	2,520,000
Water CIP	11,763,890
Solid Waste CIP	40,000
Sewer/Wastewater CIP	3,162,170
Surface Water CIP	2,483,000
Technology CIP	137,000
Aviation CIP	25,000
Equipment Replacement CIP	492,930
Streets CIP	8,687,870
TOTAL CAPITAL IMPROVEMENT PROJECT FUNDS	\$ 30,441,460

V. ENTERPRISE FUNDS

Airport	\$ 379,270
Development Services	2,695,650
Transit	3,669,210
Water	8,266,430
Solid Waste/Street Sweeping	8,223,970
Sewer/Wastewater Treatment	32,551,350
TOTAL ENTERPRISE FUNDS	\$ 55,785,880

GRAND TOTAL – ALL CITY FUNDS **\$ 131,499,560**

Passed, approved, and adopted this ____ day of June, 2017.

 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, Joseph V. Carlini, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-27 passed and adopted by the Council of the City of Tulare at a regular meeting held on June 20, 2017, by the following vote:

Aye(s) _____

Noe(s) _____ Absent _____

Dated:

JOSEPH V. CARLINI, CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

RESOLUTION 17-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE ADOPTING THE CITY'S 2017/18 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 20, 2017, the adoption of the City's 2017/18 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 ____ day of June 2017.

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, Joseph V. Carlini, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-28 passed and adopted by the Council of the City of Tulare at a regular meeting held on June 20, 2017 by the following vote:

Aye(s) _____

Noe(s) _____ Absent _____

Dated: JOSEPH V. CARLINI, CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

City of Tulare
Position Control Budget (Allocated Positions)
Fiscal Year 2017-18 (Effective 7/8/2017)

Position number	Title	Home Dept	FTE
- Home department : 001-4020 (Count: 3)			
MM06E0136-002	CHIEF DEPUTY CITY CLERK	001-4020	1.00
MM01E0150-001	CITY MANAGER	001-4020	1.00
MM06E0138-001	DEPUTY CITY CLERK/RECORDS COORD	001-4020	1.00
- Home department : 001-4030 (Count: 10)			
CP02E0010-001	ACCOUNTANT	001-4030	1.00
CP05N0023-001	PAYROLL SPECIALIST	001-4030	1.00
CP06N0018-001	ACCOUNTING TECHNICIAN I/RPT	001-4030	0.50
CP06N0020-002	ACCOUNTING TECHNICIAN I	001-4030	1.00
CP06N0022-001	ACCOUNTING TECHNICIAN II	001-4030	1.00
CP06N0022-002	ACCOUNTING TECHNICIAN II	001-4030	1.00
CP06N0022-003	ACCOUNTING TECHNICIAN II	001-4030	1.00
MM01E0280-001	FINANCE DIRECTOR/TREASURER	001-4030	1.00
MM02E0489-002	SENIOR MANAGEMENT ANALYST	001-4030	1.00
MM02E0489-003	SENIOR MANAGEMENT ANALYST	001-4030	1.00
- Home department : 001-4035 (Count: 4)			
MM02E0185-001	I T MANAGER	001-4035	1.00
MM03E0184-001	COMPUTER SYSTEMS ANALYST	001-4035	1.00
MM03E0184-002	COMPUTER SYSTEMS ANALYST	001-4035	1.00
MM03E0184-003	COMPUTER SYSTEMS ANALYST	001-4035	1.00
- Home department : 001-4060 (Count: 5)			
MM03E0402-002	HUMAN RESOURCES ANALYST	001-4060	1.00
MM02E0490-003	MANAGEMENT ANALYST	001-4060	1.00
MM02E0490-002	MANAGEMENT ANALYST	001-4060	1.00
MM02E0492-001	SAFETY & REG COMP ANALYST	001-4060	1.00
MM01E0145-001	HUMAN RESOURCES DIRECTOR	001-4060	1.00
- Home department : 001-4100 (Count: 3)			
CP05N0159-001	CODE ENFC OFC/SUB HOUSING CMPL	001-4100	1.00
CP05N0160-002	CODE ENFORCEMENT OFFICER	001-4100	1.00
CP05N0160-004	CODE ENFORCEMENT OFFICER	001-4100	1.00
- Home department : 001-4105 (Count: 8)			
CP05N0160-003	CODE ENFORCEMENT OFFICER	001-4105	1.00
CP06N0045-001	ANIMAL SERVICES TECHNICIAN	001-4105	1.00
MM02E0048-001	ANIMAL SERVICES MANAGER	001-4105	1.00
NM05N0040-001	ANIMAL SERVICES OFFICER	001-4105	1.00
NM05N0040-002	ANIMAL SERVICES OFFICER	001-4105	1.00
NM05N0041-001	KENNEL TECHNICIAN	001-4105	1.00
NM05N0041-002	KENNEL TECHNICIAN	001-4105	1.00
CP03N0042-001	VETERINARY TECHNICIAN	001-4105	1.00
- Home department : 001-4120 (Count: 2)			
CP05N0825-001	TRANSIT COORDINATOR	001-4120	1.00
MM02E0823-001	TRANSIT ANALYST	001-4120	1.00

Position number	Title	Home Dept	FTE
- Home department 001-4220 (Count: 28)			
CP05N0165-008	COMMUNITY SERVICE OFFICER	001-4220	1.00
CP06N0025-002	SR. ADMINISTRATIVE ASSISTANT	001-4220	1.00
CP06N0235-003	DEPARTMENT ASSISTANT II	001-4220	1.00
CP06N0634-001	POLICE RECEPTIONIST	001-4220	1.00
CP06N0634-002	POLICE RECEPTIONIST	001-4220	1.00
CP06N0635-001	POLICE RECORDS SPECIALIST	001-4220	1.00
CP06N0635-002	POLICE RECORDS SPECIALIST	001-4220	1.00
CP06N0635-003	POLICE RECORDS SPECIALIST	001-4220	1.00
CP06N0730-001	PUBLIC SAFETY DISPATCHER I	001-4220	1.00
CP06N0730-002	PUBLIC SAFETY DISPATCHER I	001-4220	1.00
CP06N0730-003	PUBLIC SAFETY DISPATCHER I	001-4220	1.00
CP06N0730-004	PUBLIC SAFETY DISPATCHER I	001-4220	1.00
CP06N0730-010	PUBLIC SAFETY DISPATCHER I	001-4220	1.00
CP06N0730-014	PUBLIC SAFETY DISPATCHER I	001-4220	1.00
CP06N0731-001	PUBLIC SAFETY DISPATCHER II	001-4220	1.00
CP06N0731-005	PUBLIC SAFETY DISPATCHER II	001-4220	1.00
CP06N0731-006	PUBLIC SAFETY DISPATCHER II	001-4220	1.00
CP06N0731-007	PUBLIC SAFETY DISPATCHER II	001-4220	1.00
CP06N0731-009	PUBLIC SAFETY DISPATCHER II	001-4220	1.00
MM03E0168-001	CRIME ANALYST	001-4220	1.00
MM03E0646-001	POLICE RECORDS MANAGER	001-4220	1.00
MP01E0610-001	POLICE CHIEF	001-4220	1.00
MP03E0621-003	POLICE CAPTAIN	001-4220	1.00
MP03E0633-002	POLICE SERGEANT	001-4220	1.00
PD04N0630-005	POLICE OFFICER	001-4220	1.00
PD04N0630-006	POLICE OFFICER	001-4220	1.00
PD04N0630-026	POLICE OFFICER	001-4220	1.00
PD04N0630-046	POLICE OFFICER	001-4220	1.00
- Home department : 001-4221 (Count: 34)			
CP05N0165-003	COMMUNITY SERVICE OFFICER	001-4221	1.00
CP05N0165-004	COMMUNITY SERVICE OFFICER	001-4221	1.00
CP06N0235-008	DEPARTMENT ASSISTANT II	001-4221	1.00
MP02E0620-001	POLICE LIEUTENANT	001-4221	1.00
MP02E0620-002	POLICE LIEUTENANT	001-4221	1.00
MP02E0620-003	POLICE LIEUTENANT	001-4221	1.00
MP02E0620-004	POLICE LIEUTENANT	001-4221	1.00
MP02E0621-001	POLICE CAPTAIN	001-4221	1.00
MP03E0633-001	POLICE SERGEANT	001-4221	1.00
MP03E0633-005	POLICE SERGEANT	001-4221	1.00
MP03E0633-006	POLICE SERGEANT	001-4221	1.00
MP03E0633-008	POLICE SERGEANT	001-4221	1.00
MP03E0633-009	POLICE SERGEANT	001-4221	1.00
PD04N0615-003	POLICE CORPORAL	001-4221	1.00
PD04N0615-006	POLICE CORPORAL	001-4221	1.00
PD04N0615-011	POLICE CORPORAL	001-4221	1.00
PD04N0615-013	POLICE CORPORAL	001-4221	1.00

Position number	Title	Home Dept	FTE
PD04N0630-001	POLICE OFFICER	001-4221	1.00
PD04N0630-002	POLICE OFFICER	001-4221	1.00
PD04N0630-003	POLICE OFFICER	001-4221	1.00
PD04N0630-007	POLICE OFFICER	001-4221	1.00
PD04N0630-016	POLICE OFFICER	001-4221	1.00
PD04N0630-019	POLICE OFFICER	001-4221	1.00
PD04N0630-023	POLICE OFFICER	001-4221	1.00
PD04N0630-024	POLICE OFFICER	001-4221	1.00
PD04N0630-027	POLICE OFFICER	001-4221	1.00
PD04N0630-028	POLICE OFFICER	001-4221	1.00
PD04N0630-029	POLICE OFFICER	001-4221	1.00
PD04N0630-030	POLICE OFFICER	001-4221	1.00
PD04N0630-032	POLICE OFFICER	001-4221	1.00
PD04N0630-033	POLICE OFFICER	001-4221	1.00
PD04N0630-039	POLICE OFFICER	001-4221	1.00
PD04N0630-043	POLICE OFFICER	001-4221	1.00
PD04N0630-050	POLICE OFFICER	001-4221	1.00
- Home department : 001-4222 (Count: 13)			
CP03N0166-001	EVIDENCE TECHNICIAN	001-4222	1.00
CP03N0167-001	SENIOR EVIDENCE TECHNICIAN	001-4222	1.00
CP05N0162-001	PROPERTY ROOM ASSISTANT	001-4222	1.00
CP05N0165-001	COMMUNITY SERVICE OFFICER	001-4222	1.00
MP02E0621-002	POLICE CAPTAIN	001-4222	1.00
MP03E0633-007	POLICE SERGEANT	001-4222	1.00
PD04N0615-001	POLICE CORPORAL	001-4222	1.00
PD04N0615-002	POLICE CORPORAL	001-4222	1.00
PD04N0615-005	POLICE CORPORAL	001-4222	1.00
PD04N0615-008	POLICE CORPORAL	001-4222	1.00
PD04N0615-012	POLICE CORPORAL	001-4222	1.00
PD04N0630-009	POLICE OFFICER	001-4222	1.00
PD04N0630-044	POLICE OFFICER	001-4222	1.00
- Home department : 001-4224 (Count: 30)			
CP05N0165-002	COMMUNITY SERVICE OFFICER	001-4224	1.00
CP06N0731-003	PUBLIC SAFETY DISPATCHER II	001-4224	1.00
CP06N0731-004	PUBLIC SAFETY DISPATCHER II	001-4224	1.00
MP03E0633-003	POLICE SERGEANT	001-4224	1.00
MP03E0633-010	POLICE SERGEANT	001-4224	1.00
PD04N0615-007	POLICE CORPORAL	001-4224	1.00
PD04N0615-010	POLICE CORPORAL	001-4224	1.00
PD04N0630-004	POLICE OFFICER	001-4224	1.00
PD04N0630-008	POLICE OFFICER	001-4224	1.00
PD04N0630-010	POLICE OFFICER	001-4224	1.00
PD04N0630-011	POLICE OFFICER	001-4224	1.00
PD04N0630-012	POLICE OFFICER	001-4224	1.00
PD04N0630-013	POLICE OFFICER	001-4224	1.00
PD04N0630-014	POLICE OFFICER	001-4224	1.00
PD04N0630-015	POLICE OFFICER	001-4224	1.00

Position number	Title	Home Dept	FTE
PD04N0630-017	POLICE OFFICER	001-4224	1.00
PD04N0630-018	POLICE OFFICER	001-4224	1.00
PD04N0630-020	POLICE OFFICER	001-4224	1.00
PD04N0630-025	POLICE OFFICER	001-4224	1.00
PD04N0630-031	POLICE OFFICER	001-4224	1.00
PD04N0630-034	POLICE OFFICER	001-4224	1.00
PD04N0630-036	POLICE OFFICER	001-4224	1.00
PD04N0630-037	POLICE OFFICER	001-4224	1.00
PD04N0630-038	POLICE OFFICER	001-4224	1.00
PD04N0630-040	POLICE OFFICER	001-4224	1.00
PD04N0630-041	POLICE OFFICER	001-4224	1.00
PD04N0630-042	POLICE OFFICER	001-4224	1.00
PD04N0630-045	POLICE OFFICER	001-4224	1.00
PD04N0630-047	POLICE OFFICER	001-4224	1.00
PD04N0630-049	POLICE OFFICER	001-4224	1.00
- Home department : 001-4230 (Count: 33)			
CP03N0377-001	FIRE INSPECTOR III	001-4230	1.00
CP03N0377-002	FIRE INSPECTOR III	001-4230	1.00
CP06N0030-002	ADMINISTRATIVE ASSISTANT	001-4230	1.00
FD03N0365-001	FIRE ENGINEER	001-4230	1.00
FD03N0365-002	FIRE ENGINEER	001-4230	1.00
FD03N0365-003	FIRE ENGINEER	001-4230	1.00
FD03N0365-005	FIRE ENGINEER	001-4230	1.00
FD03N0365-007	FIRE ENGINEER	001-4230	1.00
FD03N0365-008	FIRE ENGINEER	001-4230	1.00
FD03N0365-009	FIRE ENGINEER	001-4230	1.00
FD03N0365-010	FIRE ENGINEER	001-4230	1.00
FD03N0365-012	FIRE ENGINEER	001-4230	1.00
FD03N0365-013	FIRE ENGINEER	001-4230	1.00
FD04N0371-002	FIRE FIGHTER/PARAMEDIC	001-4230	1.00
FD04N0371-003	FIRE FIGHTER/PARAMEDIC	001-4230	1.00
FD04N0371-005	FIRE FIGHTER/PARAMEDIC	001-4230	1.00
FD04N0371-009	FIRE FIGHTER/PARAMEDIC	001-4230	1.00
FD04N0371-011	FIRE FIGHTER/PARAMEDIC	001-4230	1.00
FD04N0371-013	FIRE FIGHTER/PARAMEDIC	001-4230	1.00
FD04N0371-015	FIRE FIGHTER/PARAMEDIC	001-4230	1.00
M202E0300-001	FIRE CAPTAIN	001-4230	1.00
M202E0300-002	FIRE CAPTAIN	001-4230	1.00
M202E0300-003	FIRE CAPTAIN	001-4230	1.00
M202E0300-004	FIRE CAPTAIN	001-4230	1.00
M202E0300-005	FIRE CAPTAIN	001-4230	1.00
M202E0300-007	FIRE CAPTAIN	001-4230	1.00
M202E0300-010	FIRE CAPTAIN	001-4230	1.00
M202E0300-011	FIRE CAPTAIN	001-4230	1.00
M202E0300-012	FIRE CAPTAIN	001-4230	1.00
MF01E0315-001	FIRE CHIEF	001-4230	1.00
MM02E0360-001	FIRE DIVISION CHIEF	001-4230	1.00

Position number	Title	Home Dept	FTE
MM02E0360-002	FIRE DIVISION CHIEF	001-4230	1.00
MM02E0360-003	FIRE DIVISION CHIEF	001-4230	1.00
- Home department : 001-4231 (Count: 10)			
FD03N0365-006	FIRE ENGINEER	001-4231	1.00
FD03N0365-011	FIRE ENGINEER	001-4231	1.00
FD04N0371-001	FIRE FIGHTER/PARAMEDIC	001-4231	1.00
FD04N0371-004	FIRE FIGHTER/PARAMEDIC	001-4231	1.00
FD04N0371-006	FIRE FIGHTER/PARAMEDIC	001-4231	1.00
FD04N0371-008	FIRE FIGHTER/PARAMEDIC	001-4231	1.00
FD04N0371-014	FIRE FIGHTER/PARAMEDIC	001-4231	1.00
M202E0300-006	FIRE CAPTAIN	001-4231	1.00
M202E0300-008	FIRE CAPTAIN	001-4231	1.00
M202E0300-009	FIRE CAPTAIN	001-4231	1.00
- Home department : 001-4320 (Count: 10)			
MM03E0795-002	STREET MANAGER	001-4320	1.00
NM07N0777-001	SIGNAL LIGHT TECHNICIAN	001-4320	1.00
NM07N0779-001	SIGNAL LIGHT ASSISTANT	001-4320	1.00
NM07N0791-001	STREET MAINTENANCE CREW LDR	001-4320	1.00
NM07N0791-002	STREET MAINTENANCE CREW LDR	001-4320	1.00
NM07N0800-001	STREET SUPERVISOR	001-4320	1.00
NM08N0792-001	STREET MAINTENANCE WORKER I	001-4320	1.00
NM08N0793-003	STREET MAINTENANCE WORKER II	001-4320	1.00
NM08N0793-004	STREET MAINTENANCE WORKER II	001-4320	1.00
NM08N0793-005	STREET MAINTENANCE WORKER II	001-4320	1.00
- Home department : 001-4322 (Count: 1)			
NM08N0795-002	GRAFFITI REMOVAL OPERATOR	001-4322	1.00
- Home department : 001-4400 (Count: 3)			
CP06N0025-001	SR. ADMINISTRATIVE ASSISTANT	001-4400	1.00
CP06N0235-006	DEPARTMENT ASSISTANT II	001-4400	1.00
MM01E0696-001	COMMUNITY SERVICES DIRECTOR	001-4400	1.00
- Home department : 001-4410 (Count: 13)			
NM03N0564-001	LANDSCAPE MAINTENANCE TECHNICIAN	001-4410	1.00
MM03E0561-002	PARKS MANAGER	001-4410	1.00
NM08N0535-001	PARKS MAINTENANCE TECHNICIAN	001-4410	1.00
NM08N0535-002	PARKS MAINTENANCE TECHNICIAN	001-4410	1.00
NM08N0550-001	PARKS MAINTENANCE WORKER II	001-4410	1.00
NM08N0550-002	PARKS MAINTENANCE WORKER II	001-4410	1.00
NM08N0550-003	PARKS MAINTENANCE WORKER II	001-4410	1.00
NM08N0550-004	PARKS MAINTENANCE WORKER II	001-4410	1.00
NM08N0550-005	PARKS MAINTENANCE WORKER II	001-4410	1.00
NM08N0550-006	PARKS MAINTENANCE WORKER II	001-4410	1.00
NM08N0550-007	PARKS MAINTENANCE WORKER II	001-4410	1.00
NM08N0550-008	PARKS MAINTENANCE WORKER II	001-4410	1.00
NM08N0565-001	PARKS MAINTENANCE SUPERVISOR	001-4410	1.00
- Home department : 001-4420 (Count: 3)			
MM01E0693-001	RECREATION MANAGER	001-4420	1.00
MM03E0685-001	RECREATION SUPERVISOR	001-4420	1.00

Position number	Title	Home Dept	FTE
MM03E0685-003	RECREATION SUPERVISOR	001-4420	1.00
- Home department : 001-4451 (Count: 10)			
CP05N0445-002	LIBRARY ASSISTANT	001-4451	1.00
CP05N0445-003	LIBRARY ASSISTANT	001-4451	1.00
CP05N0445-005	LIBRARY ASSISTANT	001-4451	1.00
CP05N0445-006	LIBRARY ASSISTANT	001-4451	1.00
CP05N0740-001	SENIOR LIBRARY ASSISTANT	001-4451	1.00
CP05N0740-002	SENIOR LIBRARY ASSISTANT	001-4451	1.00
MM01E0484-001	LIBRARY MANAGER	001-4451	1.00
MM02E0435-001	LIBRARIAN	001-4451	1.00
MM02E0435-002	LIBRARIAN	001-4451	1.00
MM02E0435-003	LIBRARIAN	001-4451	1.00
- Home department : 004-4510 (Count: 11)			
CP06N0231-001	DEPARTMENT ASSISTANT I/RPT	004-4510	0.50
MM01E0647-001	GENERAL SERVICES DIRECTOR	004-4510	1.00
NM06N0570-002	PARTS AND INVENTORY CLERK	004-4510	1.00
NM07N0381-001	FLEET MAINTENANCE SUPERVISOR	004-4510	1.00
NM07N0382-001	MECHANIC I	004-4510	1.00
NM07N0495-001	MECHANIC II	004-4510	1.00
NM07N0495-002	MECHANIC II	004-4510	1.00
NM07N0495-003	MECHANIC II	004-4510	1.00
NM07N0495-004	MECHANIC II	004-4510	1.00
NM07N0495-005	MECHANIC II	004-4510	1.00
NM07N0569-001	SHOP AND PARTS SPECIALIST	004-4510	1.00
- Home department : 007-4450 (Count: 2)			
CP06N0229-001	COMMUNITY SERVICES ASST	007-4450	1.00
MM02E0755-001	SENIOR SERVICES ADMINISTRATOR	007-4450	1.00
- Home department : 008-4610 (Count: 7)			
CP03N0115-001	ASSOCIATE PLANNER	008-4610	1.00
CP06N0030-003	ADMINISTRATIVE ASSISTANT	008-4610	1.00
CP06N0236-001	OFFICE ASSISTANT	008-4610	1.00
MM01E0696-001	COMM & ECON DEV DIRECTOR	008-4610	1.00
MM01E0707-001	COMM DEVELOPMENT DEPUTY DIR	008-4610	1.00
MM01E0752-001	PRINCIPAL PLANNER	008-4610	1.00
MM02E0721-001	HOUSING & GRANTS SPECIALIST	008-4610	1.00
- Home department : 008-4620 (Count: 6)			
CP03N0120-001	BUILDING INSPECTOR I	008-4620	1.00
CP03N0120-002	BUILDING INSPECTOR I	008-4620	1.00
CP03N0121-001	BUILDING INSPECTOR II	008-4620	1.00
CP03N0580-001	PLANS EXAMINER	008-4620	1.00
CP03N0596-001	PERMIT TECHNICIAN	008-4620	1.00
MM01E0134-001	CHIEF BUILDING OFFICIAL	008-4620	1.00
- Home department : 008-4630 (Count: 8)			
CP03N0140-001	CHIEF OF SURVEY PARTY	008-4630	1.00
CP03N0245-001	ENGINEERING ASSISTANT	008-4630	1.00
CP03N0245-002	ENGINEERING ASSISTANT	008-4630	1.00
CP03N0245-003	ENGINEERING ASSISTANT	008-4630	1.00

Position number	Title	Home Dept	FTE
CP03N0660-001	PUBLIC WORKS INSPECTOR	008-4630	1.00
CP03N0660-002	PUBLIC WORKS INSPECTOR	008-4630	1.00
MM01E0651-001	CITY ENGINEER	008-4630	1.00
MM02E0156-001	SENIOR CIVIL ENGINEER	008-4630	1.00
- Home department : 010-4610 (Count: 17)			
MM03E0917-001	WATER & WW COLL UTILITY MGR	010-4610	1.00
CP03N0925-001	WATER CONSERVATION OFFICER	010-4610	1.00
NM0070965-001	WATER UTILITY SUPERVISOR	010-4610	1.00
NM05N0920-002	WATER TREATMENT TECHNICIAN	010-4610	1.00
NM08N0500-001	METER READER	010-4610	1.00
NM08N0500-002	METER READER	010-4610	1.00
NM08N0920-001	WATER TREATMENT TECHNICIAN	010-4610	1.00
NM08N0935-002	WATER UTILITY CREW LEADER	010-4610	1.00
NM08N0935-003	WATER UTILITY CREW LEADER	010-4610	1.00
NM08N0945-001	WATER UTILITY MAINT. WORKER I	010-4610	1.00
NM08N0945-002	WATER UTILITY MAINT. WORKER I	010-4610	1.00
NM08N0945-003	WATER UTILITY MAINT. WORKER I	010-4610	1.00
NM08N0945-005	WATER UTILITY MAINT. WORKER I	010-4610	1.00
NM08N0950-001	WATER UTILITY MAINT. WORKER II	010-4610	1.00
NM08N0950-002	WATER UTILITY MAINT. WORKER II	010-4610	1.00
NM08N0950-003	WATER UTILITY MAINT. WORKER II	010-4610	1.00
NM08N0950-005	WATER UTILITY MAINT. WORKER II	010-4610	1.00
- Home department : 012-4710 (Count: 20)			
CP06N0235-001	DEPARTMENT ASSISTANT II	012-4710	1.00
CP06N0235-004	DEPARTMENT ASSISTANT II	012-4710	1.00
MM01E0650-001	PUBLIC WORKS DIRECTOR	012-4710	1.00
MM03E0785-002	SOLID WASTE MANAGER	012-4710	1.00
NM03N0790-001	SOLID WASTE SUPERVISOR	012-4710	1.00
NM03N0790-002	SOLID WASTE SUPERVISOR	012-4710	1.00
NM08N0780-001	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-002	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-003	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-004	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-005	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-006	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-007	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-009	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-010	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-011	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-013	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0781-001	SOLID WASTE MAINTENANCE WKR	012-4710	1.00
NM08N0781-002	SOLID WASTE MAINTENANCE WKR	012-4710	1.00
NM08N0781-003	SOLID WASTE MAINTENANCE WKR	012-4710	1.00
- Home department : 012-4711 (Count: 9)			
NM08N0775-001	SOLID WASTE MAINT CREW LEADER	012-4711	1.00
NM07N0776-002	SR SOLID WASTE MAINTENANCE WKR	012-4711	1.00
NM07N0776-003	SR SOLID WASTE MAINTENANCE WKR	012-4711	1.00

Position number	Title	Home Dept	FTE
NM08N0765-001	SENIOR SOLID WASTE OPERATOR	012-4711	1.00
NM08N0765-002	SR. SOLID WASTE OPERATOR	012-4711	1.00
NM08N0765-003	SENIOR SOLID WASTE OPERATOR	012-4711	1.00
NM08N0765-005	SENIOR SOLID WASTE OPERATOR	012-4711	1.00
NM08N0765-006	SENIOR SOLID WASTE OPERATOR	012-4711	1.00
NM08N0765-010	SENIOR SOLID WASTE OPERATOR	012-4711	1.00
- Home department : 012-4712 (Count: 3)			
NM08N0782-001	SOLID WASTE OPR/ST SWEEPER	012-4712	1.00
NM08N0805-001	STREET SWEEPER OPERATOR	012-4712	1.00
NM08N0805-002	STREET SWEEPER OPERATOR	012-4712	1.00
- Home department : 012-4713 (Count: 2)			
NM08N0765-004	SENIOR SOLID WASTE OPERATOR	012-4713	1.00
NM08N0765-007	SENIOR SOLID WASTE OPERATOR	012-4713	1.00
- Home department : 015-4651 (Count: 6)			
NM03N0844-001	WASTEWATER COLL. MAINT. SUPV	015-4651	1.00
NM07N0865-001	WW COLL. MAINT. CREW LEADER	015-4651	1.00
NM08N0870-002	WASTEWATER COLL. MAINT. WKR I	015-4651	1.00
NM08N0875-001	WASTEWATER COLL. MAINT. WKR II	015-4651	1.00
NM08N0875-002	WASTEWATER COLL. MAINT. WKR II	015-4651	1.00
NM08N0875-003	WASTEWATER COLL. MAINT. WKR II	015-4651	1.00
- Home department : 015-4652 (Count: 26)			
CP06N0235-007	DEPARTMENT ASSISTANT II	015-4652	1.00
MM02E0490-001	MANAGEMENT ANALYST	015-4652	1.00
MM03E0884-001	OPERATIONS MANAGER	015-4652	1.00
NM03N0430-001	LABORATORY TECHNICIAN	015-4652	1.00
NM03N0432-001	LABORATORY SUPERVISOR	015-4652	1.00
NM03N0877-001	WASTEWATER ELECTRICAL TECH I	015-4652	1.00
NM03N0879-001	WW MAINTENANCE TECH CREW LDR	015-4652	1.00
NM03N0881-001	WASTEWATER MAINT TECHNICIAN II	015-4652	1.00
NM03N0900-003	WWTP OPERATOR III	015-4652	1.00
NM03N0915-001	WASTEWATER PLANT SUPERVISOR	015-4652	1.00
NM03N0915-002	WASTEWATER PLANT SUPERVISOR	015-4652	1.00
NM05N0405-001	ENVIRONMENTAL COMPLIANCE INSP	015-4652	1.00
NM05N0425-001	LABORATORY ASSISTANT	015-4652	1.00
NM05N0880-001	WASTEWATER MAINT. TECHNICIAN I	015-4652	1.00
NM05N0880-002	WASTEWATER MAINT. TECHNICIAN I	015-4652	1.00
NM05N0880-003	WASTEWATER MAINT. TECHNICIAN I	015-4652	1.00
NM05N0895-001	WWTP OPERATOR II	015-4652	1.00
NM05N0895-002	WWTP OPERATOR II	015-4652	1.00
NM05N0895-003	WWTP OPERATOR II	015-4652	1.00
NM05N0895-004	WWTP OPERATOR II	015-4652	1.00
NM05N0895-005	WWTP OPERATOR II	015-4652	1.00
NM05N0895-007	WWTP OPERATOR II	015-4652	1.00
NM05N0895-008	WWTP OPERATOR II	015-4652	1.00
NM08N0905-001	WWTP OPERATOR TRAINEE	015-4652	1.00
NM08N0905-002	WWTP OPERATOR TRAINEE	015-4652	1.00
NM08N0905-003	WWTP OPERATOR TRAINEE	015-4652	1.00

<i>Position number</i>	<i>Title</i>	<i>Home Dept</i>	<i>FTE</i>
- Home department : 033-4225 (Count: 1)			
PD04N0630-022	POLICE OFFICER	033-4225	1.00
- Home department : 048-4530 (Count: 10)			
MM03E0271-001	FACILITIES MT. AIRPORT OPR MGR	048-4530	1.00
NM03N0275-001	FACILITIES MAINT. TECHNICIAN	048-4530	1.00
NM03N0275-003	FACILITIES MAINT. TECHNICIAN	048-4530	1.00
NM03N0275-004	FACILITIES MAINT. TECHNICIAN	048-4530	1.00
NM08N0190-001	CUSTODIAN	048-4530	1.00
NM08N0190-002	CUSTODIAN	048-4530	1.00
NM08N0190-003	CUSTODIAN	048-4530	1.00
NM08N0190-005	CUSTODIAN	048-4530	1.00
NM08N0190-006	CUSTODIAN	048-4530	1.00
NM08N0190-007	CUSTODIAN	048-4530	1.00
- Home department : 600-4600 (Count: 5)			
MM01E0820-001	SENIOR PROJECT MANAGER	600-4600	1.00
MM02E0489-001	SENIOR MANAGEMENT ANALYST	600-4600	1.00
MM02E0886-001	CONSTRUCTION COORDINATOR	600-4600	1.00
MM02E0886-001	PROJECT MANAGER	600-4600	1.00
MM02E0886-002	PROJECT MANAGER	600-4600	1.00
		TOTAL FTE	355.00

CITY OF TULARE
Salary Schedule - July 8, 2017

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Accountant	3000	A	4304.55	24.8340	cler/prof
		B	4519.78	26.0756	
		C	4745.76	27.3795	
		D	4983.05	28.7484	
		E	5232.20	30.1858	
Accounting Technician I	3010	A	3422.07	19.7427	cler/prof
		B	3593.17	20.7298	
		C	3772.83	21.7664	
		D	3961.47	22.8546	
		E	4159.54	23.9973	
Accounting Technician I R/PT 1/2 Time	3010	A	1711.04	19.7427	cler/prof
		B	1796.58	20.7298	
		C	1886.42	21.7664	
		D	1980.73	22.8546	
		E	2079.76	23.9973	
Accounting Technician II	3012	A	3781.02	21.8136	cler/prof
		B	3970.08	22.9043	
		C	4168.58	24.0495	
		D	4377.01	25.2520	
		E	4595.85	26.5146	
Administrative Assistant	3020	A	3422.07	19.7427	cler/prof
		B	3593.17	20.7298	
		C	3772.83	21.7664	
		D	3961.47	22.8546	
		E	4159.54	23.9973	
Animal Services Manager	2005	A	5585.99	32.2268	mmgmt
		B	5865.28	33.8382	
		C	6158.55	35.5300	
		D	6466.57	37.3066	
		E	6789.80	39.1719	
Animal Services Officer	3030	A	3354.47	19.3527	nonmgmt
		B	3522.19	20.3204	
		C	3698.30	21.3363	
		D	3883.21	22.4032	
		E	4077.37	23.5232	
Animal Services Technician	3040	A	3191.26	18.4111	cler/prof
		B	3350.84	19.3318	
		C	3518.37	20.2984	
		D	3694.29	21.3132	
		E	3879.00	22.3789	
Associate Planner	3060	A	5074.66	29.2768	cler/prof
		B	5328.40	30.7408	
		C	5594.82	32.2778	
		D	5874.55	33.8916	
		E	6168.28	35.5863	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Building Inspector I	3070	A	3857.20	22.2531	cler/prof
		B	4050.07	23.3658	
		C	4252.58	24.5341	
		D	4465.21	25.7608	
		E	4688.47	27.0488	
Building Inspector II	3080	A	4479.77	25.8447	cler/prof
		B	4703.75	27.1370	
		C	4938.94	28.4938	
		D	5185.89	29.9185	
		E	5445.18	31.4146	
Chief Building Official	2010	A	6643.17	38.3259	mmgmt
		B	6975.31	40.2426	
		C	7324.09	42.2544	
		D	7690.28	44.3671	
		E	8074.80	46.5854	
Chief Deputy City Clerk	2020	A	5777.30	33.3306	mmgmt
		B	6066.16	34.9970	
		C	6369.46	36.7468	
		D	6687.95	38.5843	
		E	7022.34	40.5135	
Chief of Survey Party	3090	A	4347.70	25.0828	cler/prof
		B	4565.08	26.3370	
		C	4793.33	27.6538	
		D	5033.00	29.0366	
		E	5284.65	30.4884	
City Engineer	2024	A	8653.17	49.9223	mmgmt
		B	9085.84	52.4184	
		C	9540.14	55.0395	
		D	10017.13	57.7913	
		E	10517.99	60.6811	
City Manager	1000	A	12704.74	73.2960	depthead
		B	13339.88	76.9615	
		C	14006.89	80.8090	
		D	14707.24	84.8498	
		E	15442.62	89.0922	
Code Enforcement Officer	3100	A	4479.77	25.8447	cler/prof
		B	4703.75	27.1370	
		C	4938.95	28.4938	
		D	5185.89	29.9185	
		E	5445.18	31.4146	
Code Enforcement Officer/Substandard Housing Compli	3102	A	4479.76	25.8447	cler/prof
		B	4703.75	27.1370	
		C	4938.93	28.4938	
		D	5185.88	29.9185	
		E	5445.16	31.4146	
Community Development Deputy Director	2030	A	8653.17	49.9223	mmgmt
		B	9085.84	52.4184	
		C	9540.14	55.0395	
		D	10017.13	57.7913	
		E	10517.99	60.6811	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Community and Economic Development Director	1042	A	9560.86	55.1589	depthead
		B	10038.90	57.9169	
		C	10540.84	60.8128	
		D	11067.89	63.8534	
		E	11621.28	67.0460	
Community Service Assistant	3120	A	3097.18	17.8684	cler/prof
		B	3252.04	18.7618	
		C	3414.64	19.6999	
		D	3585.37	20.6849	
		E	3764.64	21.7192	
Community Service Officer	3110	A	3354.47	19.3527	cler/prof
		B	3522.19	20.3204	
		C	3698.30	21.3363	
		D	3883.21	22.4032	
		E	4077.37	23.5232	
Community Services Director	1044	A	8653.16	49.9223	depthead
		B	9085.82	52.4184	
		C	9540.12	55.0394	
		D	10017.12	57.7913	
		E	10517.99	60.6810	
Computer Systems Analyst	2040	A	6103.12	35.2102	mmgmt
		B	6408.27	36.9709	
		C	6728.70	38.8195	
		D	7065.14	40.7604	
		E	7418.39	42.7984	
Construction Coordinator	2046	A	5176.92	29.8668	mmgmt
		B	5435.76	31.3602	
		C	5707.55	32.9282	
		D	5992.93	34.5746	
		E	6292.57	36.3033	
Crime Analyst	2048	A	4918.07	28.3735	mmgmt
		B	5163.96	29.7923	
		C	5422.16	31.2818	
		D	5693.29	32.8459	
		E	5977.94	34.4882	
Custodian	3130	A	2680.10	15.4621	nonmgt
		B	2814.10	16.2351	
		C	2954.82	17.0471	
		D	3102.55	17.8993	
		E	3257.68	18.7944	
Department Assistant I	3140	A	2803.14	16.1720	cler/prof
		B	2943.30	16.9806	
		C	3090.47	17.8297	
		D	3245.00	18.7211	
		E	3407.24	19.6571	
Department Assistant I R/PT 1/2 Time	3140	A	1401.57	16.1720	cler/prof
		B	1471.65	16.9806	
		C	1545.24	17.8297	
		D	1622.50	18.7211	
		E	1703.62	19.6571	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Department Assistant II	3142	A	3097.18	17.8684	cler/prof
		B	3252.04	18.7618	
		C	3414.64	19.6999	
		D	3585.37	20.6849	
		E	3764.64	21.7192	
Deputy City Clerk/Records Coordinator	2060	A	4304.54	24.8340	mmgmt
		B	4519.78	26.0756	
		C	4745.76	27.3795	
		D	4983.06	28.7484	
		E	5232.19	30.1858	
Engineering Assistant	3156	A	4638.93	26.7632	cler/prof
		B	4870.87	28.1012	
		C	5114.42	29.5063	
		D	5370.14	30.9815	
		E	5638.65	32.5307	
Environmental Compliance Inspector	3160	A	3781.02	21.8136	nonmgt
		B	3970.08	22.9043	
		C	4168.58	24.0495	
		D	4377.01	25.2520	
		E	4595.85	26.5146	
Evidence Technician	3170	A	3954.60	22.8150	cler/prof
		B	4152.34	23.9558	
		C	4359.95	25.1535	
		D	4577.96	26.4113	
		E	4806.86	27.7319	
Facilities Maintenance & Airport Operations Manager	2080	A	5551.32	32.0268	mmgmt
		B	5828.88	33.6281	
		C	6120.34	35.3096	
		D	6426.35	37.0750	
		E	6747.67	38.9289	
Facilities Maintenance Technician	3180	A	3781.02	21.8136	nonmgt
		B	3970.08	22.9043	
		C	4168.58	24.0495	
		D	4377.01	25.2520	
		E	4595.85	26.5146	
Finance Director/Treasurer	1050	A	9518.49	54.9145	depthead
		B	9994.42	57.6603	
		C	10494.15	60.5435	
		D	11018.85	63.5705	
		E	11569.78	66.7492	
Fire Captain	4010	A	5869.19	33.8606	mfire24
		B	6162.64	35.5537	
		C	6470.78	37.3314	
		D	6794.31	39.1980	
		E	7134.04	41.1580	
Fire Chief	1060	A	10089.09	58.2065	depthead
		B	10593.56	61.1167	
		C	11123.23	64.1726	
		D	11679.39	67.3813	
		E	12263.37	70.7504	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Fire Division Chief	4000	A	8116.55	46.8265	mfire24
		B	8522.40	49.1678	
		C	8948.52	51.6262	
		D	9395.94	54.2075	
		E	9865.73	56.9178	
Fire Engineer	4020	A	4759.96	27.4613	fire
		B	4997.96	28.8343	
		C	5247.86	30.2760	
		D	5510.25	31.7900	
		E	5785.76	33.3794	
Fire Inspector I	3190	A	3857.20	22.2531	cler/prof
		B	4050.07	23.3658	
		C	4252.58	24.5341	
		D	4465.20	25.7608	
		E	4688.47	27.0488	
Fire Inspector II	3192	A	4261.82	24.5874	cler/prof
		B	4474.91	25.8169	
		C	4698.66	27.1076	
		D	4933.58	28.4629	
		E	5180.26	29.8863	
Fire Inspector III	3194	A	4662.12	26.8969	cler/prof
		B	4895.23	28.2418	
		C	5139.99	29.6537	
		D	5397.00	31.1366	
		E	5666.84	32.6933	
Firefighter/Paramedic	4030	A	4528.37	26.1253	fire
		B	4754.80	27.4315	
		C	4992.54	28.8031	
		D	5242.16	30.2432	
		E	5504.28	31.7554	
Fleet Maintenance Supervisor	3202	A	4709.38	27.1695	nonmgt
		B	4944.85	28.5279	
		C	5192.09	29.9544	
		D	5451.69	31.4521	
		E	5724.27	33.0247	
General Services Director	1063	A	8653.16	49.9223	depthead
		B	9085.82	52.4184	
		C	9540.12	55.0394	
		D	10017.12	57.7913	
		E	10517.99	60.6810	
Graffiti Removal Operator	3210	A	3271.85	18.8761	nonmgt
		B	3435.44	19.8199	
		C	3607.21	20.8108	
		D	3787.59	21.8514	
		E	3976.95	22.9440	
Housing and Grants Specialist	2095	A	4685.44	27.0314	mmgmt
		B	4919.71	28.3830	
		C	5165.69	29.8021	
		D	5423.98	31.2921	
		E	5695.18	32.8569	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Human Resources Analyst	2100	A	4177.64	24.1018	mmgmt
		B	4386.52	25.3068	
		C	4605.85	26.5722	
		D	4836.14	27.9008	
		E	5077.95	29.2958	
Human Resources Director	1065	A	8739.93	50.4226	depthead
		B	9176.93	52.9438	
		C	9635.78	55.5910	
		D	10117.57	58.3706	
		E	10623.43	61.2891	
Information Technology Manager	2110	A	6743.30	38.9038	mmgmt
		B	7080.47	40.8490	
		C	7434.48	42.8914	
		D	7806.21	45.0360	
		E	8196.53	47.2877	
Kennel Technician	3220	A	2614.09	15.0814	nonmgt
		B	2744.80	15.8355	
		C	2882.04	16.6272	
		D	3026.14	17.4586	
		E	3177.44	18.3314	
Laboratory Assistant	3240	A	2775.32	16.0115	nonmgt
		B	2914.09	16.8121	
		C	3059.79	17.6526	
		D	3212.78	18.5354	
		E	3373.43	19.4621	
Laboratory Supervisor	3245	A	4054.47	23.3912	nonmgt
		B	4257.20	24.5607	
		C	4470.04	25.7887	
		D	4693.56	27.0783	
		E	4928.23	28.4321	
Laboratory Technician	3250	A	3669.56	21.1706	nonmgt
		B	3853.03	22.2290	
		C	4045.68	23.3404	
		D	4247.96	24.5075	
		E	4460.36	25.7328	
Landscape Maintenance Technician	3265	A	3579.17	20.6491	nonmgt
		B	3758.13	21.6816	
		C	3946.03	22.7655	
		D	4143.34	23.9039	
		E	4350.51	25.0992	
Librarian	2120	A	4156.85	23.9819	mmgmt
		B	4364.68	25.1809	
		C	4582.93	26.4400	
		D	4812.07	27.7620	
		E	5052.67	29.1501	
Library Assistant	3270	A	2803.14	16.1720	cler/prof
		B	2943.30	16.9806	
		C	3090.47	17.8297	
		D	3245.00	18.7211	
		E	3407.24	19.6571	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Library Manager	2130	A	6103.12	35.2102	mmgmt
		B	6408.27	36.9709	
		C	6728.70	38.8195	
		D	7065.14	40.7604	
		E	7418.39	42.7984	
Management Analyst	2140	A	4685.44	27.0314	mmgmt
		B	4919.71	28.3830	
		C	5165.69	29.8021	
		D	5423.98	31.2921	
		E	5695.18	32.8569	
Mechanic I	3280	A	2931.84	16.9146	nonmgt
		B	3078.43	17.7602	
		C	3232.36	18.6483	
		D	3393.97	19.5807	
		E	3563.66	20.5597	
Mechanic II	3282	A	3781.02	21.8136	nonmgt
		B	3970.08	22.9043	
		C	4168.58	24.0495	
		D	4377.01	25.2520	
		E	4595.85	26.5146	
Meter Reader	3290	A	2873.93	16.5804	nonmgt
		B	3017.62	17.4094	
		C	3168.51	18.2799	
		D	3326.94	19.1938	
		E	3493.28	20.1535	
Office Assistant	3294	A	2078.18	11.9894	nonmgt
		B	2182.09	12.5890	
		C	2291.18	13.2184	
		D	2405.74	13.8793	
		E	2526.04	14.5732	
Operations Manager	2260	A	6103.12	35.2102	mmgmt
		B	6408.27	36.9709	
		C	6728.70	38.8195	
		D	7065.14	40.7604	
		E	7418.39	42.7984	
Parks Maintenance Supervisor	3320	A	4054.47	23.3912	nonmgt
		B	4257.20	24.5607	
		C	4470.04	25.7887	
		D	4693.56	27.0783	
		E	4928.23	28.4321	
Parks Maintenance Technician	3330	A	3579.17	20.6491	nonmgt
		B	3758.13	21.6816	
		C	3946.03	22.7655	
		D	4143.34	23.9039	
		E	4350.51	25.0992	
Parks Maintenance Worker I	3340	A	2946.50	16.9991	nonmgt
		B	3093.82	17.8491	
		C	3248.51	18.7414	
		D	3410.94	19.6785	
		E	3581.49	20.6625	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Parks Maintenance Worker II	3342	A	3255.57	18.7822	nonmgt
		B	3418.34	19.7212	
		C	3589.27	20.7073	
		D	3768.73	21.7427	
		E	3957.17	22.8298	
Parks Manager	2150	A	5281.24	30.4688	mmgmt
		B	5545.29	31.9922	
		C	5822.55	33.5917	
		D	6113.69	35.2713	
		E	6419.38	37.0349	
Parts and Inventory Clerk	3350	A	2803.14	16.1720	nonmgt
		B	2943.30	16.9806	
		C	3090.47	17.8297	
		D	3245.00	18.7211	
		E	3407.24	19.6571	
Payroll Specialist	3360	A	4177.64	24.1018	cler/prof
		B	4386.52	25.3068	
		C	4605.85	26.5722	
		D	4836.14	27.9008	
		E	5077.95	29.2958	
Permit Technician	3370	A	3561.37	20.5462	cler/prof
		B	3739.43	21.5738	
		C	3926.41	22.6523	
		D	4122.73	23.7849	
		E	4328.85	24.9742	
Plans Examiner	3380	A	4638.93	26.7632	cler/prof
		B	4870.87	28.1012	
		C	5114.42	29.5063	
		D	5370.14	30.9815	
		E	5638.65	32.5307	
Police Captain	5000	A	8197.72	47.2948	mpolice
		B	8607.62	49.6595	
		C	9038.01	52.1425	
		D	9489.90	54.7496	
		E	9964.39	57.4870	
Police Chief	1080	A	10252.31	59.1493	depthead
		B	10764.93	62.1068	
		C	11303.18	65.2122	
		D	11868.33	68.4728	
		E	12461.76	71.8963	
Police Corporal	5030	A	5417.33	31.2538	police
		B	5688.19	32.8166	
		C	5972.61	34.4573	
		D	6271.23	36.1803	
		E	6584.79	37.9891	
Police Lieutenant	5010	A	7419.46	42.3807	mpolice
		B	7790.43	44.4998	
		C	8179.95	46.7248	
		D	8588.95	49.0610	
		E	9018.39	51.5140	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Police Officer	5040	A	4903.01	28.2867	police
		B	5148.17	29.7009	
		C	5405.58	31.1861	
		D	5675.86	32.7454	
		E	5959.65	34.3826	
Police Officer Trainee	3390	A	3895.88	22.4764	cler/prof
		B	4090.67	23.6001	
		C	4295.21	24.7800	
		D	4509.97	26.0191	
		E	4735.47	27.3201	
Police Receptionist	3400	A	2078.18	11.9894	cler/prof
		B	2182.09	12.5890	
		C	2291.18	13.2184	
		D	2405.74	13.8793	
		E	2526.04	14.5733	
Police Records Manager	2172	A	4918.07	28.3735	mmgmt
		B	5163.96	29.7923	
		C	5422.16	31.2818	
		D	5693.29	32.8459	
		E	5977.94	34.4882	
Police Records Specialist	3410	A	3223.26	18.5958	cler/prof
		B	3384.43	19.5256	
		C	3553.65	20.5018	
		D	3731.33	21.5269	
		E	3917.89	22.6033	
Police Sergeant	5020	A	6388.37	36.8559	mpolice
		B	6707.78	38.6988	
		C	7043.17	40.6337	
		D	7395.34	42.6654	
		E	7765.10	44.7987	
Principle Planner	2160	A	7088.15	40.8932	mmgmt
		B	7442.56	42.9379	
		C	7814.70	45.0848	
		D	8205.43	47.3390	
		E	8615.70	49.7060	
Project Manager	2164	A	7088.15	40.8931	mmgmt
		B	7442.56	42.9379	
		C	7814.70	45.0848	
		D	8205.42	47.3390	
		E	8615.69	49.7060	
Property Room Assistant	3425	A	2775.33	16.0115	cler/prof
		B	2914.09	16.8121	
		C	3059.79	17.6526	
		D	3212.78	18.5354	
		E	3373.43	19.4621	
Public Safety Dispatcher I	3430	A	3354.47	19.3527	cler/prof
		B	3522.19	20.3204	
		C	3698.30	21.3363	
		D	3883.21	22.4032	
		E	4077.37	23.5232	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Public Safety Dispatcher II	3432	A	3687.90	21.2763	cler/prof
		B	3872.29	22.3401	
		C	4065.91	23.4573	
		D	4269.21	24.6300	
		E	4482.66	25.8615	
Public Works Director	1090	A	9823.37	56.6732	depthead
		B	10314.52	59.5071	
		C	10830.26	62.4825	
		D	11371.78	65.6065	
		E	11940.35	68.8869	
Public Works Inspector	3440	A	5074.66	29.2768	cler/prof
		B	5328.40	30.7408	
		C	5594.82	32.2778	
		D	5874.55	33.8916	
		E	6168.28	35.5863	
Recreation Manager	2178	A	5806.18	33.4972	mmgmt
		B	6069.49	35.1720	
		C	6401.31	36.9306	
		D	6721.38	38.7771	
		E	7057.45	40.7161	
Recreation Supervisor	2180	A	4304.54	24.8340	mmgmt
		B	4519.78	26.0756	
		C	4745.76	27.3795	
		D	4983.06	28.7484	
		E	5232.19	30.1858	
Safety & Regulatory Compliance Analyst	2190	A	4827.76	27.8526	mmgmt
		B	5069.15	29.2451	
		C	5322.62	30.7075	
		D	5588.75	32.2427	
		E	5868.19	33.8549	
Senior Administrative Assistant	3450	A	3838.03	22.1424	cler/prof
		B	4029.92	23.2496	
		C	4231.42	24.4119	
		D	4442.99	25.6328	
		E	4665.14	26.9143	
Senior Civil Engineer	2200	A	7088.15	40.8932	mmgmt
		B	7442.56	42.9379	
		C	7814.70	45.0848	
		D	8205.43	47.3390	
		E	8615.70	49.7060	
Senior Evidence Technician	3460	A	4369.44	25.2084	cler/prof
		B	4587.90	26.4687	
		C	4817.30	27.7921	
		D	5058.16	29.1818	
		E	5311.07	30.6408	
Senior Library Assistant	3470	A	3066.44	17.6909	cler/prof
		B	3219.77	18.5755	
		C	3380.76	19.5044	
		D	3549.79	20.4796	
		E	3727.28	21.5036	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Senior Management Analyst	2210	A	5176.92	29.8668	mmgmt
		B	5435.76	31.3602	
		C	5707.55	32.9282	
		D	5992.93	34.5746	
		E	6292.57	36.3033	
Senior Planner	2215	A	5777.30	33.3306	mmgmt
		B	6066.16	34.9970	
		C	6369.46	36.7468	
		D	6687.95	38.5843	
		E	7022.34	40.5135	
Senior Project Manager	2217	A	7584.32	43.7557	mmgmt
		B	7963.54	45.9435	
		C	8361.71	48.2406	
		D	8779.80	50.6527	
		E	9218.79	53.1853	
Senior Public Safety Dispatcher	3480	A	4074.74	23.5082	cler/prof
		B	4278.48	24.6836	
		C	4492.40	25.9177	
		D	4717.02	27.2136	
		E	4952.88	28.5743	
Senior Services Administrator	2220	A	5049.41	29.1311	mmgmt
		B	5301.89	30.5879	
		C	5566.98	32.1171	
		D	5845.33	33.7230	
		E	6137.59	35.4093	
Senior Solid Waste Maintenance Worker	3500	A	3288.22	18.9704	nonmgt
		B	3452.62	19.9190	
		C	3625.25	20.9149	
		D	3806.51	21.9607	
		E	3996.84	23.0588	
Senior Solid Waste Operator	3510	A	3288.22	18.9704	nonmgt
		B	3452.62	19.9190	
		C	3625.25	20.9149	
		D	3806.51	21.9607	
		E	3996.84	23.0588	
Shop and Parts Specialist	3514	A	3402.32	19.6289	nonmgt
		B	3572.43	20.6103	
		C	3751.04	21.6408	
		D	3938.58	22.7229	
		E	4135.51	23.8590	
Signal Light Assistant	3524	A	3271.85	18.8761	nonmgt
		B	3435.44	19.8199	
		C	3607.21	20.8108	
		D	3787.59	21.8514	
		E	3976.98	22.9440	
Signal Light Technician	3520	A	3954.61	22.8150	nonmgt
		B	4152.34	23.9558	
		C	4359.95	25.1535	
		D	4577.96	26.4113	
		E	4806.86	27.7319	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Solid Waste Maintenance Crew Leader	3535	A	3781.02	21.8136	nonmgt
		B	3970.08	22.9043	
		C	4168.58	24.0495	
		D	4377.01	25.2520	
		E	4595.85	26.5146	
Solid Waste Maintenance Worker	3540	A	2961.22	17.0841	nonmgt
		B	3109.29	17.9382	
		C	3264.76	18.8351	
		D	3428.00	19.7768	
		E	3599.40	20.7657	
Solid Waste Manager	2230	A	5281.24	30.4688	mmgmt
		B	5545.29	31.9922	
		C	5822.55	33.5917	
		D	6113.69	35.2713	
		E	6419.38	37.0349	
Solid Waste Operator	3550	A	3159.59	18.2285	nonmgt
		B	3317.58	19.1400	
		C	3483.45	20.0969	
		D	3657.62	21.1016	
		E	3840.51	22.1568	
Solid Waste Operator/Street Sweeper	3560	A	3371.24	19.4494	nonmgt
		B	3539.81	20.4220	
		C	3716.79	21.4431	
		D	3902.63	22.5153	
		E	4097.77	23.6411	
Solid Waste Supervisor	3570	A	4054.47	23.3912	nonmgt
		B	4257.20	24.5607	
		C	4470.04	25.7887	
		D	4693.56	27.0783	
		E	4928.23	28.4321	
Street Maintenance Crew Leader	3590	A	3781.02	21.8136	nonmgt
		B	3970.08	22.9043	
		C	4168.58	24.0495	
		D	4377.01	25.2520	
		E	4595.85	26.5146	
Street Maintenance Worker I	3600	A	2961.22	17.0841	nonmgt
		B	3109.29	17.9382	
		C	3264.76	18.8351	
		D	3428.00	19.7768	
		E	3599.40	20.7657	
Street Maintenance Worker II	3602	A	3271.85	18.8761	nonmgt
		B	3435.44	19.8199	
		C	3607.21	20.8108	
		D	3787.59	21.8514	
		E	3976.95	22.9440	
Street Manager	2240	A	5777.30	33.3306	mmgmt
		B	6066.16	34.9970	
		C	6369.46	36.7468	
		D	6687.95	38.5843	
		E	7022.34	40.5135	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Street Supervisor	3610	A	4054.47	23.3912	nonmgt
		B	4257.20	24.5607	
		C	4470.04	25.7887	
		D	4693.56	27.0783	
		E	4928.23	28.4321	
Street Sweeper Operator	3620	A	3371.24	19.4494	nonmgt
		B	3539.81	20.4220	
		C	3716.79	21.4431	
		D	3902.63	22.5153	
		E	4097.77	23.6411	
Transit Analyst	2244	A	4685.44	27.0314	mmgmt
		B	4919.71	28.3830	
		C	5165.69	29.8021	
		D	5423.97	31.2921	
		E	5695.16	32.8568	
Transit Coordinator	3630	A	3781.02	21.8136	cler/prof
		B	3970.08	22.9043	
		C	4168.58	24.0495	
		D	4377.01	25.2520	
		E	4595.85	26.5146	
Veterinary Technician	3635	A	3354.47	19.3527	cler/prof
		B	3522.19	20.3204	
		C	3698.30	21.3363	
		D	3883.21	22.4032	
		E	4077.37	23.5232	
Wastewater Collection Maintenance Crew Leader	3640	A	3955.05	22.8174	nonmgt
		B	4152.80	23.9583	
		C	4360.45	25.1561	
		D	4578.46	26.4140	
		E	4807.38	27.7347	
Wastewater Collection Maintenance Supervisor	3650	A	5202.80	30.0162	nonmgt
		B	5462.93	31.5170	
		C	5736.08	33.0928	
		D	6022.90	34.7475	
		E	6324.04	36.4849	
Wastewater Collection Maintenance Worker I	3660	A	3112.67	17.9578	nonmgt
		B	3268.30	18.8555	
		C	3431.71	19.7984	
		D	3603.31	20.7884	
		E	3783.48	21.8277	
Wastewater Collection Maintenance Worker II	3662	A	3439.18	19.8415	nonmgt
		B	3611.13	20.8334	
		C	3791.69	21.8753	
		D	3981.28	22.9689	
		E	4180.33	24.1173	
Wastewater Electrical Technician I	3664	A	3687.90	21.2764	nonmgt
		B	3872.30	22.3402	
		C	4065.91	23.4573	
		D	4269.20	24.6301	
		E	4482.67	25.8617	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Wastewater Electrical Technician II	3666	A	3913.36	22.5770	nonmgt
		B	4109.03	23.7060	
		C	4314.49	24.8912	
		D	4530.20	26.1358	
		E	4756.72	27.4426	
Wastewater Maintenance Technician Crew Leader	3676	A	4348.18	25.0856	nonmgt
		B	4565.59	26.3399	
		C	4793.88	27.6569	
		D	5033.56	29.0397	
		E	5285.24	30.4917	
Wastewater Maintenance Technician I	3670	A	3687.90	21.2763	nonmgt
		B	3872.29	22.3401	
		C	4065.91	23.4573	
		D	4269.21	24.6300	
		E	4482.66	25.8615	
Wastewater Maintenance Technician II	3672	A	3781.02	21.8136	nonmgt
		B	3970.08	22.9043	
		C	4168.58	24.0495	
		D	4377.01	25.2520	
		E	4595.85	26.5146	
Wastewater Treatment Plant Operator I	3682	A	3422.07	19.7427	nonmgt
		B	3593.17	20.7298	
		C	3772.83	21.7664	
		D	3961.47	22.8546	
		E	4159.54	23.9973	
Wastewater Treatment Plant Operator II	3684	A	3781.02	21.8136	nonmgt
		B	3970.08	22.9043	
		C	4168.58	24.0495	
		D	4377.01	25.2520	
		E	4595.85	26.5146	
Wastewater Treatment Plant Operator III	3686	A	4615.85	26.6299	nonmgt
		B	4846.64	27.9614	
		C	5088.98	29.3595	
		D	5343.42	30.8274	
		E	5610.60	32.3689	
Wastewater Treatment Plant Operator Trainee	3680	A	2946.50	16.9991	nonmgt
		B	3093.82	17.8491	
		C	3248.51	18.7414	
		D	3410.94	19.6785	
		E	3581.49	20.6625	
Wastewater Treatment Plant Supervisor	3678	A	5245.59	30.2631	nonmgt
		B	5507.86	31.7762	
		C	5783.26	33.3650	
		D	6072.41	35.0332	
		E	6376.05	36.7849	
Water Conservation Officer	3695	A	3354.47	19.3527	nonmgt
		B	3522.19	20.3204	
		C	3698.30	21.3363	
		D	3883.21	22.4032	
		E	4077.37	23.5232	

CLASSIFICATION	Code	Step	Monthly	Hourly	Group
Water & Wastewater Collection Utility Manager	2270	A	5809.36	33.5155	mmgmt
		B	6099.83	35.1913	
		C	6404.83	36.9510	
		D	6725.07	38.7984	
		E	7061.32	40.7384	
Water Treatment Technician	3700	A	4054.47	23.3912	nonmgt
		B	4257.20	24.5607	
		C	4470.04	25.7887	
		D	4693.56	27.0783	
		E	4928.23	28.4321	
Water Utility Maintenance Crew Leader	3710	A	4054.47	23.3912	nonmgt
		B	4257.20	24.5607	
		C	4470.04	25.7887	
		D	4693.56	27.0783	
		E	4928.23	28.4321	
Water Utility Maintenance Worker I	3720	A	3159.59	18.2285	nonmgt
		B	3317.58	19.1400	
		C	3483.45	20.0969	
		D	3657.62	21.1016	
		E	3840.51	22.1568	
Water Utility Maintenance Worker II	3722	A	3491.02	20.1405	nonmgt
		B	3665.56	21.1476	
		C	3848.84	22.2048	
		D	4041.29	23.3152	
		E	4243.36	24.4810	
Water Utility Supervisor	3730	A	4479.77	25.8447	nonmgt
		B	4703.75	27.1370	
		C	4938.95	28.4938	
		D	5185.89	29.9185	
		E	5445.18	31.4146	
Tulare City Council Member	ccm		\$5.00*		council
* \$5.00 per meeting to a maximum of \$300 per year as outlined in City Charter					

City of Tulare
Parks, Library and Recreation Department
Part-Time and Seasonal Employee Wage Rates
July 1, 2017 –December 31, 2017

ADULT AND YOUTH SPORTS

	STEP I	STEP II	STEP III	STEP IV
Adult Sports Time/Scorekeeper	\$10.50/game	\$11.00/game	\$11.50/game	\$12.00/game
Softball Official	\$20/game	\$21/game	\$22/game	\$23/game
Basketball Referee	\$20/game	\$21/game	\$22/game	\$23/game
Ballfield Groundskeeper	\$10.50/hour	\$10.75/hour	\$11.00/hour	\$11.25/hour
Youth Sports Leader	\$10.50/hour	\$10.75/hour	\$11.00/hour	\$11.25/hour
Youth Sports Time/Scorekeeper	\$10.50/hour	\$10.75/hour	\$11.00/hour	\$11.25/hour
Youth Sports Official	\$10.50/hour	\$10.75/hour	\$11.00/hour	\$11.25/hour

PLAYGROUNDS AND YOUTH CENTERS

	STEP I	STEP II	STEP III
Youth Recreation Leader	\$10.50/hour	\$10.75/hour	\$11.00/hour
Sr. Youth Recreation Leader	\$11.00/hour	\$11.25/hour	\$11.50/hour

INSTRUCTIONAL CLASSES

	STEP I	STEP II	STEP III
Special Interest Instructor I	\$11.00/hour	\$12.00/hour	\$13.00/hour
Special Interest Instructor II	\$14.00/hour	\$15.00/hour	\$16.00/hour
Special Interest Instructor III	\$19.00/hour	\$20.00/hour	\$21.00/hour

AQUATICS

	STEP I	STEP II	STEP III
Lifeguard	\$10.50/hour	\$10.75/hour	\$11.00/hour
Senior Lifeguard	\$11.25/hour	\$11.75/hour	\$12.25/hour
Swim Instructor	\$10.50/hour	\$10.75/hour	\$11.00/hour
Pool Attendant	\$10.50/hour	\$10.75/hour	\$11.00/hour
Pool Operations Manager	\$14.00/hour	\$14.50/hour	\$15.00/hour

City of Tulare
Parks, Library and Recreation Department
Part-Time and Seasonal Employee Wage Rates
July 1, 2017 –December 31, 2017 ** DRAFT **

SENIOR ADULT PROGRAMS

	STEP I	STEP II	STEP III
Senior Service Recreation Leader	\$10.50/hour	\$10.75/hour	\$11.00/hour
Senior Meals Delivery Aide	\$10.50/hour	\$10.75/hour	\$11.00/hour
Kitchen Attendant	\$10.50/hour	\$10.75/hour	\$11.00/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	\$10.50/hour	\$10.25/hour	\$10.50/hour	\$10.75/hour
Building Attendant	\$10.50/hour	\$11.25/hour	\$12.00/hour	\$12.75/hour
Transportation Driver	\$10.50/hour	\$10.75/hour	\$11.00/hour	\$11.25/hour
Sports Assistant	\$10.50/hour	\$10.75/hour	\$11.00/hour	\$11.25/hour
Staff Helper	\$10.50/hour	\$11.00/hour	\$11.50/hour	\$12.00/hour

PARKS OPERATIONS

	STEP I	STEP II	STEP III
Park Ranger	\$12.50/hour	\$13.50/hour	\$14.50/hour
Park Attendant	\$10.50/hour	\$11.00/hour	\$11.50/hour
Security Specialist	\$10.50/hour	\$11.00/hour	\$11.50/hour
Landscape & Lighting Coordinator	\$25.00/hour	\$26.25/hour	\$27.50/hour

REVISED: 3/31/2017
 Recreation Commission Approval: **Pending**

City of Tulare
Parks, Library and Recreation Department
Part-Time and Seasonal Employee Wage Rates
January 1, 2018 – June 30, 2018

ADULT AND YOUTH SPORTS

	STEP I	STEP II	STEP III	STEP IV
Adult Sports Time/Scorekeeper	\$11.00/game	\$11.50/game	\$12.00/game	\$12.50/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	\$11.00/hour	\$11.25/hour	\$11.50/hour	\$11.75/hour
Youth Sports Leader	\$11.00/hour	\$11.25/hour	\$11.50/hour	\$11.75/hour
Youth Sports Time/Scorekeeper	\$11.00/hour	\$11.25/hour	\$11.50/hour	\$11.75/hour
Youth Sports Official	\$11.00/hour	\$11.25/hour	\$11.50/hour	\$11.75/hour

PLAYGROUNDS AND YOUTH CENTERS

	STEP I	STEP II	STEP III
Youth Recreation Leader	\$11.00/hour	\$11.25/hour	\$11.50/hour
Sr. Youth Recreation Leader	\$12.00/hour	\$12.25/hour	\$12.50/hour

INSTRUCTIONAL CLASSES

	STEP I	STEP II	STEP III
Special Interest Instructor I	\$11.00/hour	\$12.00/hour	\$13.00/hour
Special Interest Instructor II	\$14.00/hour	\$15.00/hour	\$16.00/hour
Special Interest Instructor III	\$20.00/hour	\$21.00/hour	\$22.00/hour

AQUATICS

	STEP I	STEP II	STEP III
Lifeguard	\$11.00/hour	\$11.25/hour	\$11.50/hour
Senior Lifeguard (WSI certified)	\$12.00/hour	\$12.25/hour	\$12.50/hour
Swim Instructor	\$11.00/hour	\$11.25/hour	\$11.50/hour
Pool Attendant	\$11.00/hour	\$11.25/hour	\$11.50/hour
Pool Operations Manager	\$14.50/hour	\$15.00/hour	\$15.50/hour

City of Tulare
Parks, Library and Recreation Department
Part-Time and Seasonal Employee Wage Rates
January 1, 2018 – June 30, 2018

SENIOR ADULT PROGRAMS

	STEP I	STEP II	STEP III
Senior Service Recreation Leader	\$11.00/hour	\$11.25/hour	\$11.50/hour
Senior Meals Delivery Aide	\$11.00/hour	\$11.25/hour	\$11.50/hour
Kitchen Attendant	\$11.00/hour	\$11.25/hour	\$11.50/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	\$11.00/hour	\$11.25/hour	\$11.50/hour	\$11.75/hour
Building Attendant	\$11.00/hour	\$11.75/hour	\$12.50/hour	\$13.25/hour
Transportation Driver	\$11.00/hour	\$11.25/hour	\$11.50/hour	\$11.75/hour
Sports Assistant	\$11.00/hour	\$11.25/hour	\$11.50/hour	\$11.75/hour
Staff Helper	\$11.00/hour	\$11.50/hour	\$12.00/hour	\$12.50/hour

PARKS OPERATIONS

	STEP I	STEP II	STEP III
Park Ranger	\$12.50/hour	\$13.50/hour	\$14.50/hour
Park Attendant	\$11.00/hour	\$11.50/hour	\$12.00/hour
Security Specialist	\$11.00/hour	\$11.50/hour	\$12.00/hour
Landscape & Lighting Coordinator	\$25.00/hour	\$26.25/hour	\$27.50/hour

REVISED: 3/31/2017
 Recreation Commission Approved

RESOLUTION 17-29

**A RESOLUTION OF THE COUNCIL OF THE
CITY OF TULARE ADOPTING THE 2017/2018 – 2021/22
PROJECTS BUDGET (INCLUDING THE CAPITAL IMPROVEMENT PLAN)**

WHEREAS, the Projects Budget is a tool to match resources to the list of possible City goals that involve either efforts expected to last more than one year or one time projects that need managing or ongoing allocations for capital maintenance; and

WHEREAS, each project idea was researched in terms of the financing available to do the project, the pending status of the project, and the project management resources available to oversee and steer each project; and

WHEREAS, the Planning Commission reviewed the projects that are recommended for planning, initiation, or construction for fiscal years 2017/2018-2021/22 and report they are in conformance with the Tulare General Plan; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF TULARE, AS FOLLOWS, TO WIT:**

1. The City Council of the City of Tulare approves and adopts the 2017/2018 – 2021/22 Projects Budget (including the Capital Improvement Plan);
2. The City Manager, and any persons to whom the City Manager delegates such authority and responsibility, is authorized and directed to administer the Projects Budget consistently with all policies adopted by the City Council (and where pertinent by the Board of Public Utilities with regard to the City of Tulare Utility operations), including without limitation the Tulare Project Management System Policy and the Tulare Transportation System Planning Policy.

PASSED, ADOPTED, AND APPROVED this ____ day of June, 2017.

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, Joseph V. Carlini, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-29 passed and adopted by the Council of the City of Tulare at a regular meeting held on June 20, 2017, by the following vote:

Aye(s) _____

Noe(s) _____ Absent _____

Dated: JOSEPH V. CARLINI, CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

City of Tulare
2017-2022 Projects Budget
SUMMARY OF EXPENSES/FUNDING

PROJECT EXPENSES	FISCAL YEARS					Grand Total
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	
Admin	\$1,255,000	\$2,349,200	\$1,695,000	\$240,000	\$240,000	\$5,779,200
Information Technology	\$177,000	\$154,000	\$97,000	\$87,000	\$60,000	\$575,000
Parks, Library & Recreation	\$40,000	\$416,450	\$158,550	\$260,000	\$270,000	\$1,145,000
Public Safety	\$548,031	\$320,281	\$300,381	\$280,481	\$270,481	\$1,719,655
Surface Water	\$975,000	\$485,000	\$250,000	\$350,000	\$250,000	\$2,310,000
Transportation	\$13,974,589	\$16,904,941	\$17,891,628	\$16,119,628	\$17,400,777	\$82,291,564
Water	\$9,142,350	\$8,760,350	\$6,502,059	\$4,377,536	\$3,675,000	\$32,457,295
Solid Waste	\$40,000				\$175,500	\$215,500
Sewer/Wastewater	\$2,169,500	\$4,015,000	\$4,605,000	\$1,318,500	\$1,849,500	\$13,957,500
Grand Total	\$28,321,470	\$33,405,222	\$31,499,618	\$23,033,145	\$24,191,258	\$140,450,714

FUNDING SOURCE	FISCAL YEARS					Grand Total
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	
009 Transit Fixed Route		\$150,000				\$150,000
010 Water Bonds	\$2,579,535	\$2,988,421	\$2,296,390	\$4,634,321	\$5,590,235	\$18,088,903
010 Water Fund - Salaries	\$10,000	\$12,500	\$15,000	\$10,000		\$47,500
010-4611-6003	\$137,000	\$137,000	\$137,000	\$137,000		\$548,000
015 Wastewater Salaries	\$26,500	\$57,500	\$50,000	\$7,500	\$18,500	\$160,000
021 Measure R Local	\$735,085	\$869,331	\$2,795,584	\$1,100,000	\$1,100,000	\$6,600,000
022 GAS TAX	\$3,663,497	\$1,209,411	\$2,787,755	\$2,337,518	\$2,911,714	\$12,909,894
260 DIF Water Supply FAC		\$8,600	\$2,008,600			\$2,017,200
601 Other General Fund CIP	\$532,600	\$587,200	\$544,650	\$550,000	\$550,000	\$2,764,450
603 Technology Fund	\$137,000	\$74,000	\$65,000	\$40,000	\$60,000	\$376,000
610 Water CIP Fund	\$4,258,000	\$3,573,500	\$1,364,291	\$725,000	\$675,000	\$10,595,791
612 Solid Waste CIP	\$564,750	\$500,000	\$522,750		\$170,500	\$1,758,000
615 SEWER/WASTEWATER CIP	\$3,652,942	\$7,783,596	\$9,362,500	\$6,779,429	\$7,020,059	\$34,598,526
623 Equipment Replacement Fund	\$930,281	\$926,831	\$668,749	\$733,017	\$230,481	\$3,489,359
643 Franchise Fee (Solid Waste)	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
643 General Fund Transportation Materials	\$304,100	\$304,100	\$304,100	\$304,100	\$304,100	\$1,520,500
643 RDA	\$244,479	\$2,447,577	\$1,307,944			\$4,000,000
643 RSTP	\$590,669	\$590,669	\$590,669	\$590,669	\$590,669	\$2,953,345
647 SURFACE WATER CIP	\$2,482,994	\$1,610,905	\$1,461,505	\$1,359,591	\$1,240,000	\$8,154,996
ST0007-0001-0601 (Gas Tax)	\$50,000					\$50,000
077 CDBG	\$390,000					\$390,000
021 Measure R OWP	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$175,000
605 FAA ACIP Grant		\$585,000	\$126,000			\$711,000
610 State Water Grant	\$1,350,000					\$1,350,000
027 Groundwater	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,000,000
605 State Caltrans Grant		\$29,250	\$6,300			\$35,550
610 State of CA SRF Grant		\$2,000,000				\$2,000,000
690 Parks DIF Fund		\$75,000				\$75,000
077 Redevelopment CDBG	\$390,000	\$390,000	\$390,000	\$390,000	\$390,000	\$1,950,000
230 DIF LOCAL STREETS AND TRAFFIC SIGNALS	\$1,766,520	\$75,000	\$75,000			\$1,916,520
301 DIF - STORM DRAIN FAC	\$11,408	\$68,370	\$68,370			\$148,148
894 Solid Waste Salaries					\$5,000	\$5,000
250 DIF - STS/Medians/Landscaping		\$125,280	\$125,280			\$250,560
290 DIF - Sewage & Wastewater Facility		\$19,500	\$19,500			\$39,000
643 LTF		\$1,800,000				\$1,800,000
TBD - Cartmill Sewer/Wastewater Benefit District	\$96,893	\$580,644	\$580,644			\$1,258,180
TBD - Cartmill Water - Benefit District	\$82,217	\$491,038	\$491,038			\$1,064,293
001 Measure I	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
Grand Total	\$28,321,470	\$33,405,222	\$31,499,618	\$23,033,145	\$24,191,258	\$140,450,714

RESOLUTION 17-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TULARE ESTABLISHING APPROPRIATION LIMITS FOR THE
FISCAL YEAR 2017/18**

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 2017/18 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 XIII B of the California Constitution, hereby establishes the appropriation limit for the Fiscal Year 2017/18 at \$52,071,454.98.

PASSED, ADOPTED AND APPROVED this ____ day of June, 2017.

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, Joseph V. Carlini, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-30 passed and adopted by the Council of the City of Tulare at a regular meeting held on June 20, 2017, by the following vote:

Aye(s) _____

Noe(s) _____ Absent _____

Dated:

JOSEPH V. CARLINI, CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

EXHIBIT “A”

RESOLUTION 17-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE ESTABLISHING APPROPRIATION LIMITS FOR THE FISCAL YEAR 2017/18

2016/17 Appropriation Limit Base	\$ 49,253,036.64
California Per Capita Personal Income Factor	3.69
Population Per Cent Change Factor for Tulare	1.96
Calculation:	
(1) Per Capita Factor Converted to a Ratio:	$(3.69 + 100) / 100 = 1.036900$
(2) Population Factor Converted to a Ratio:	$(1.96 + 100) / 100 = 1.019600$
(3) Calculation of Factor for FY 2017/18:	$1.036900 \times 1.019600 = 1.05722324$
(4) Calculation of Appropriation Limit for FY 2017/18	$1.036900 \times \$49,253,036.64 = \$52,071,454.98$
Appropriation Subject to Limit	\$33,697,770.00
Amount of Appropriations Under Limit	\$18,373,684.98

RESOLUTION 17-03

**A RESOLUTION OF THE BOARD OF PUBLIC UTILITIES OF THE
CITY OF TULARE ADOPTING THE 2017/2018 FISCAL
YEAR MUNICIPAL UTILITY BUDGET AND ALL SECTIONS THEREIN**

WHEREAS, the City Manager has prepared a municipal utility budget for the fiscal year ending June 30, 2018, which includes budgets for the City's Water, Sewer/Wastewater and Solid Waste Enterprise Funds ("Proposed Budget"), a copy of which is on file in the Office of the City Clerk; and,

WHEREAS, the Board of Public Utilities 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 BOARD OF PUBLIC UTILITIES 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 Board of Public Utilities, for the Fiscal Year July 1, 2017 through June 30, 2018. The final budget shall be the "City of Tulare, Fiscal Year 2017/2018 Adopted Municipal Utility Budget," and includes all sub-component 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.

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 transfer among the various funds the sums appropriated in the Proposed Budget with the descriptive designations of either "Transfers" or "Operating Transfers," in such increments and at such intervals determined by the City Manager.

SECTION 5. The City Manager is authorized to increase appropriations for fiscal year 2017/18 expenditures in an amount not to exceed the amount of funds encumbered, but not yet expended, from Fiscal Year 2016/17. The actual amount of the increased appropriations due to encumbrances will be reported to the Board of Public Utilities, as part of the Fiscal Year 2017/18 year-end financial report.

SECTION 6. 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 2017/18 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 Board of Public Utilities as part of the Fiscal Year 2017/18 year-end financial report.

SECTION 7. The City Manager is instructed to use restricted funding sources in accordance with the requirements of the funding sources prior to using funds with unrestricted resources in order to allow the City the greatest flexibility in meeting its financial obligations.

SECTION 8. The City Manager is authorized to approve, in accordance with the City's adopted Purchasing Policy, purchases of items identified in the Fleet Control Budget and Equipment Replacement Budget (which are approved component budgets of the Proposed Budget) in accord with those budget's appropriations.

SECTION 9. 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 Board 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 Board policies and best practices. Activities occurring in these reserves will be reported to the City Council as part of the Fiscal Year 2017/18 year-end financial report.

SECTION 10. 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 Board of Public Utility review.

SECTION 11. 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 12. This resolution shall take effect immediately upon its adoption.

SECTION 13. 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 BOARD OF PUBLIC UTILITIES OF THE CITY OF TULARE, AS FOLLOWS, TO WIT:

SECTION 14. The Board of Public Utilities of the City of Tulare approves and adopts the 2017/2018 Fiscal Year Budget Document and all sections and components


therein. The total City Funds expenditure budget of \$49,021,750 is summarized by the following funds and functions:

**CITY OF TULARE
PROPOSED MUNICIPAL UTILITY (APPROPRIATIONS) BUDGET
FISCAL YEAR 2017/2018**

MUNICIPAL UTILITY BUDGET (Amounts are Approximate):

I. <u>WATER FUND</u>	
Administration Division	\$ 2,110,290
Distribution Division	2,683,830
Extraction Division	2,136,650
Treatment Division	355,520
Groundwater Division	980,140
TOTAL WATER FUND	<u>\$ 8,266,430</u>
II. <u>SEWER/WASTEWATER FUND</u>	
Sanitary Sewer Division	\$ 4,242,980
Domestic Wastewater Division	8,992,320
Industrial Wastewater Division	17,449,670
Pretreatment Division	145,520
Energy Plant Division	1,700,860
TOTAL SEWER/WASTEWATER FUND	<u>\$ 32,531,350</u>
III. <u>SOLID WASTE FUND</u>	
Residential Division	\$ 4,551,730
Commercial Division	2,213,620
Street Sweeping Division	722,790
Roll-off	735,830
TOTAL SOLID WASTE FUND	<u>\$ 8,223,970</u>
GRAND TOTAL – ALL UTILITY ENTERPRISE FUNDS	<u>\$ 49,021,750</u>

Passed, approved, and adopted this 1st day of June, 2017.



President of the Board
Commissioners of the City of Tulare

ATTEST:

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

I, Joseph V. Carlini, Interim City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-03 passed and adopted by the Board of Public Utilities of the City of Tulare at a regular meeting held on June 1, 2017, by the following vote:

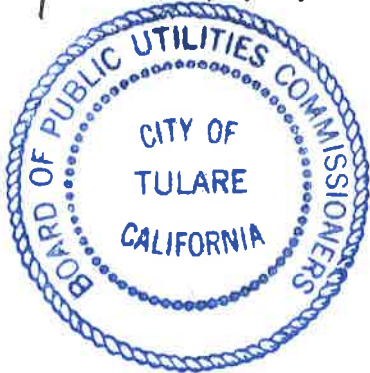
Aye(s) Thomas Griesbach, Erica Cubas, Gregory Blevins, Jim Pennington, Howard Stroman

Noe(s) _____ Absent _____

Dated: 06/01/2017

JOSEPH V. CARLINI, INTERIM CITY CLERK

Melissa Hermann
By Melissa Hermann, Deputy City Clerk



RESOLUTION 17-04

A RESOLUTION OF THE BOARD OF PUBLIC UTILITIES OF THE CITY OF TULARE ADOPTING THE 2017/18 FISCAL YEAR MUNICIPAL UTILITY POSITION CONTROL BUDGET

WHEREAS, the City's Municipal Utility Position Control Budget sets the authorized positions and salary class (which sets the range) and compensation 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 of the City of Tulare has considered on Thursday, June 1, 2017, the adoption of the 2017/18 Fiscal Year City's Utility Position Control Budget (PCB) and has appropriated all funds necessary to pay salaries as part of adopting the Operating Budget for the utility services it oversees.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Public Utilities of the City of Tulare:

that the PCB 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 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 same Municipal Utility fund for any position;

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 1st day of June 2017.



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

ATTEST:

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

I, Joseph V. Carlini, Interim City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-04 passed and adopted by the Board of Public Utilities of the City of Tulare at a regular meeting held on June 1, 2017, by the following vote:

Aye(s) Gregory Blevins, Howard Stroman, Thomas Griesbach, Erica Cubas, Jim Pennington

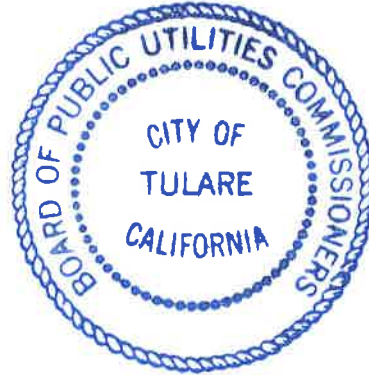
Noe(s) _____ Abstention(s) _____

Dated: 06/01/2017

JOSEPH V CARLINI, INTERIM CITY CLERK



By Melissa Hermann, Deputy City Clerk



City of Tulare
Utility Position Control Budget (Allocated Positions) FY 2017-18

Position number	Title	Home Dept	FTE
	WATER FUND - 010		Total 17
MM03E0917-001	WATER & WW COLL UTILITY MGR	010-4610	1.00
NM08N0920-001	WATER TREATMENT TECHNICIAN	010-4610	1.00
NM08N0935-003	WATER UTILITY CREW LEADER	010-4610	1.00
NM05N0920-002	WATER TREATMENT TECHNICIAN	010-4610	1.00
NM0070965-001	WATER UTILITY SUPERVISOR	010-4610	1.00
NM08N0950-001	WATER UTILITY MAINT. WORKER II	010-4610	1.00
NM08N0945-005	WATER UTILITY MAINT. WORKER I	010-4610	1.00
NM08N0500-002	METER READER	010-4610	1.00
NM08N0935-002	WATER UTILITY CREW LEADER	010-4610	1.00
NM08N0950-005	WATER UTILITY MAINT. WORKER II	010-4610	1.00
NM08N0500-001	METER READER	010-4610	1.00
NM08N0945-002	WATER UTILITY MAINT. WORKER I	010-4610	1.00
NM08N0950-002	WATER UTILITY MAINT. WORKER II	010-4610	1.00
NM08N0945-003	WATER UTILITY MAINT. WORKER I	010-4610	1.00
NM08N0945-001	WATER UTILITY MAINT. WORKER I	010-4610	1.00
NM08N0950-003	WATER UTILITY MAINT. WORKER II	010-4610	1.00
	WATER CONSERVATION OFFICER	010-4610	1.00
	SOLID WASTE FUND - 012		Total 34
- Home department : 012-4710 (Count: 20)			
NM03N0790-001	SOLID WASTE SUPERVISOR	012-4710	1.00
NM03N0790-002	SOLID WASTE SUPERVISOR	012-4710	1.00
CP06N0235-004	DEPARTMENT ASSISTANT II	012-4710	1.00
NM08N0780-001	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-005	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0781-002	SOLID WASTE MAINTENANCE WKR	012-4710	1.00
NM08N0780-011	SOLID WASTE OPERATOR	012-4710	1.00
CP06N0235-001	DEPARTMENT ASSISTANT II	012-4710	1.00
MM03E0785-002	SOLID WASTE MANAGER	012-4710	1.00
NM08N0780-006	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-003	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-009	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-013	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-004	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-002	SOLID WASTE OPERATOR	012-4710	1.00
MM01E0650-001	PUBLIC WORKS DIRECTOR	012-4710	1.00
NM08N0780-007	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0780-010	SOLID WASTE OPERATOR	012-4710	1.00
NM08N0781-001	SOLID WASTE MAINTENANCE WKR	012-4710	1.00
NM08N0781-002	SOLID WASTE MAINTENANCE WKR	012-4710	1.00
- Home department : 012-4711 (Count: 9)			
NM07N0776-001	SOLID WASTE MAINT CREW LEADER	012-4711	1.00
NM07N0776-002	SR SOLID WASTE MAINTENANCE WKR	012-4711	1.00
NM08N0765-002	SR. SOLID WASTE OPERATOR	012-4711	1.00

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<i>Position number</i>	<i>Title</i>	<i>Home Dept</i>	<i>FTE</i>
NM08N0765-010	SENIOR SOLID WASTE OPERATOR	012-4711	1.00
NM08N0765-001	SENIOR SOLID WASTE OPERATOR	012-4711	1.00
NM08N0765-006	SENIOR SOLID WASTE OPERATOR	012-4711	1.00
NM08N0765-003	SENIOR SOLID WASTE OPERATOR	012-4711	1.00
NM08N0765-005	SENIOR SOLID WASTE OPERATOR	012-4711	1.00
NM07N0776-003	SR SOLID WASTE MAINTENANCE WKR	012-4711	1.00
- Home department : 012-4712 (Count: 3)			
NM08N0782-001	SOLID WASTE OPR/ST SWEEPER	012-4712	1.00
NM08N0805-002	STREET SWEEPER OPERATOR	012-4712	1.00
NM08N0805-001	STREET SWEEPER OPERATOR	012-4712	1.00
- Home department : 012-4713 (Count: 2)			
NM08N0765-004	SENIOR SOLID WASTE OPERATOR	012-4713	1.00
NM08N0765-007	SENIOR SOLID WASTE OPERATOR	012-4713	1.00
	SEWER/WASTEWATER FUND - 015		32 Total
- Home department : 015-4651 (Count: 6)			
NM08N0875-003	WASTEWATER COLL. MAINT. WKR II	015-4651	1.00
NM07N0865-001	WW COLL. MAINT. CREW LEADER	015-4651	1.00
NM03N0844-001	WASTEWATER COLL. MAINT. SUPV	015-4651	1.00
NM08N0875-002	WASTEWATER COLL. MAINT. WKR II	015-4651	1.00
NM08N0875-001	WASTEWATER COLL. MAINT. WKR II	015-4651	1.00
NM08N0870-002	WASTEWATER COLL. MAINT. WKR I	015-4651	1.00
- Home department : 015-4652 (Count: 26)			
NM03N0915-001	WASTEWATER PLANT SUPERVISOR	015-4652	1.00
NM03N0430-001	LABORATORY TECHNICIAN	015-4652	1.00
NM03N0432-001	LABORATORY SUPERVISOR	015-4652	1.00
NM05N0895-001	WWTP OPERATOR II	015-4652	1.00
CP06N0235-007	DEPARTMENT ASSISTANT II	015-4652	1.00
NM05N0880-001	WASTEWATER MAINT. TECHNICIAN I	015-4652	1.00
NM05N0425-001	LABORATORY ASSISTANT	015-4652	1.00
NM05N0880-002	WASTEWATER MAINT. TECHNICIAN I	015-4652	1.00
NM03N0915-002	WASTEWATER PLANT SUPERVISOR	015-4652	1.00
NM05N0895-004	WWTP OPERATOR II	015-4652	1.00
NM05N0895-003	WWTP OPERATOR II	015-4652	1.00
NM05N0895-002	WWTP OPERATOR II	015-4652	1.00
NM03N0879-001	WW MAINTENANCE TECH CREW LDR	015-4652	1.00
NM05N0405-001	ENVIRONMENTAL COMPLIANCE INSP	015-4652	1.00
MM02E0490-001	MANAGEMENT ANALYST	015-4652	1.00
MM03E0884-001	OPERATIONS MANAGER	015-4652	1.00
NM05N0880-003	WASTEWATER MAINT. TECHNICIAN I	015-4652	1.00
NM05N0895-007	WWTP OPERATOR II	015-4652	1.00
NM05N0895-008	WWTP OPERATOR II	015-4652	1.00
NM05N0895-005	WWTP OPERATOR II	015-4652	1.00
NM03N0900-003	WWTP OPERATOR III	015-4652	1.00
NM08N0905-002	WWTP OPERATOR TRAINEE	015-4652	1.00
NM08N0905-001	WWTP OPERATOR TRAINEE	015-4652	1.00
NM08N0905-003	WWTP OPERATOR TRAINEE	015-4652	1.00

FILE COPY

<i>Position number</i>	<i>Title</i>	<i>Home Dept</i>	<i>FTE</i>
NM03N0877-001	WASTEWATER ELECTRICAL TECH I	015-4652	1.00
NM03N0881-001	WASTEWATER MAINT TECHNICIAN II	015-4652	1.00
<u>Total allocated positions - Utility Funds</u>			<u>83.00</u>

RESOLUTION 17-05

**A RESOLUTION OF THE BOARD OF PUBLIC UTILITIES OF THE
CITY OF TULARE ADOPTING THE 2017/2018 – 2021/22
PROJECTS BUDGET (INCLUDING THE CAPITAL IMPROVEMENT PLAN)**

WHEREAS, the Projects Budget is a tool to match resources to the list of possible City goals that involve either efforts expected to last more than one year or one time projects that need managing or ongoing allocations for capital maintenance; and

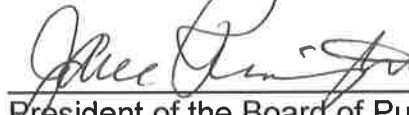
WHEREAS, each project idea was researched in terms of the financing available to do the project, the pending status of the project, and the project management resources available to oversee and steer each project; and

WHEREAS, the Planning Commission reviewed the projects that are recommended for planning, initiation, or construction for fiscal years 2017/18 – 2021/22 and report they are in conformance with the Tulare General Plan; and

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

1. The Board of Public Utilities of the City of Tulare approves and adopts the 2017/2018 – 2021/22 Projects Budget (including the Capital Improvement Plan);
2. The City Manager, and any persons to whom the City Manager delegates such authority and responsibility, is authorized and directed to administer the Projects Budget consistently with all policies adopted by the City Council (and where pertinent by the Board of Public Utilities with regard to the City of Tulare Utility operations), including without limitation the Tulare Project Management System Policy and the Tulare Transportation System Planning Policy.

PASSED, ADOPTED, AND APPROVED this 1st day of June, 2017.



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

ATTEST:

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

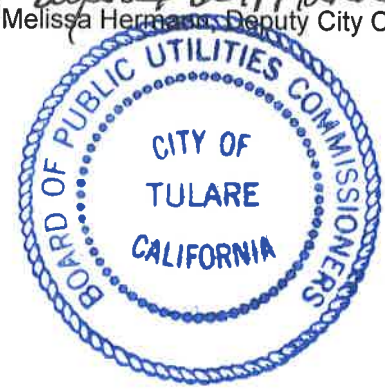
I, Joseph V. Carlini, Interim City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-05 passed and adopted by the Board of Public Utilities of the City of Tulare at a regular meeting held on June 1, 2017, by the following vote:

Aye(s) Thomas Griesbach, Howard Stroman, Gregory Blevins, Erica Cubas, Jim Pennington

Noe(s) _____ Absent _____

Dated: 06/01/2017

JOSEPH V. CARLINI, INTERIM CITY CLERK
Melissa Hermans
By Melissa Hermans, Deputy City Clerk



City of Tulare
2017-2022 Projects Budget
SUMMARY OF EXPENSES/FUNDING

PROJECT EXPENSES	FISCAL YEARS					Grand Total
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	
Admin	\$1,255,000	\$2,349,200	\$1,695,000	\$240,000	\$240,000	\$5,779,200
Information Technology	\$177,000	\$154,000	\$97,000	\$87,000	\$60,000	\$575,000
Parks, Library & Recreation	\$40,000	\$416,450	\$158,550	\$260,000	\$270,000	\$1,145,000
Public Safety	\$548,031	\$320,281	\$300,381	\$280,481	\$270,481	\$1,719,655
Surface Water	\$975,000	\$485,000	\$250,000	\$350,000	\$250,000	\$2,310,000
Transportation	\$13,974,589	\$16,904,941	\$17,891,628	\$16,119,628	\$17,400,777	\$82,291,564
Water	\$9,142,350	\$8,760,350	\$6,502,059	\$4,377,536	\$3,675,000	\$32,457,295
Solid Waste	\$40,000				\$175,500	\$215,500
Sewer/Wastewater	\$2,169,500	\$4,015,000	\$4,605,000	\$1,318,500	\$1,849,500	\$13,957,500
Grand Total	\$28,321,470	\$33,405,222	\$31,499,618	\$23,033,145	\$24,191,258	\$140,450,714

FUNDING SOURCE	FISCAL YEARS					Grand Total
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	
009 Transit Fixed Route		\$150,000				\$150,000
010 Water Bonds	\$2,579,535	\$2,988,421	\$2,296,390	\$4,634,321	\$5,590,235	\$18,088,903
010 Water Fund - Salaries	\$10,000	\$12,500	\$15,000	\$10,000		\$47,500
010-4611-6003	\$137,000	\$137,000	\$137,000	\$137,000		\$548,000
015 Wastewater Salaries	\$26,500	\$57,500	\$50,000	\$7,500	\$18,500	\$160,000
021 Measure R Local	\$735,085	\$869,331	\$2,795,584	\$1,100,000	\$1,100,000	\$6,600,000
022 GAS TAX	\$3,663,496	\$1,209,411	\$2,787,754	\$2,337,518	\$2,911,714	\$12,909,892
260 DIF Water Supply FAC		\$8,600	\$2,008,600			\$2,017,200
601 Other General Fund CIP	\$532,600	\$587,200	\$544,650	\$550,000	\$550,000	\$2,764,450
603 Technology Fund	\$137,000	\$74,000	\$65,000	\$40,000	\$60,000	\$376,000
610 Water CIP Fund	\$4,258,000	\$3,573,500	\$1,364,291	\$725,000	\$675,000	\$10,595,791
612 Solid Waste CIP	\$564,750	\$500,000	\$522,750		\$170,500	\$1,758,000
615 SEWER/WASTEWATER CIP	\$3,652,942	\$7,783,596	\$9,362,500	\$6,779,429	\$7,020,059	\$34,598,526
623 Equipment Replacement F	\$930,281	\$926,831	\$668,749	\$733,017	\$230,481	\$3,489,359
643 Franchise Fee (Solid Waste	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
643 General Fund Transportati	\$304,100	\$304,100	\$304,100	\$304,100	\$304,100	\$1,520,500
643 RDA	\$244,479	\$2,447,577	\$1,307,944			\$4,000,000
643 RSTP	\$590,669	\$590,669	\$590,669	\$590,669	\$590,669	\$2,953,345
647 SURFACE WATER CIP	\$2,482,994	\$1,610,905	\$1,461,505	\$1,359,591	\$1,240,000	\$8,154,995
ST0007-0001-0601 (Gas Tax)	\$50,000					\$50,000
077 CDBG	\$390,000					\$390,000
021 Measure R OWP	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$175,000
605 FAA ACIP Grant		\$585,000	\$126,000			\$711,000
610 State Water Grant	\$1,350,000					\$1,350,000
027 Groundwater	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,000,000
605 State Caltrans Grant		\$29,250	\$6,300			\$35,550
610 State of CA SRF Grant		\$2,000,000				\$2,000,000
690 Parks DIF Fund		\$75,000				\$75,000
077 Redevelopment CDBG	\$390,000	\$390,000	\$390,000	\$390,000	\$390,000	\$1,950,000
230 DIF LOCAL STREETS AND TI	\$1,766,520	\$75,000	\$75,000			\$1,916,520
301 DIF - STORM DRAIN FAC	\$11,408	\$68,370	\$68,370			\$148,148

894 Solid Waste Salaries					\$5,000	\$5,000
250 DIF - STS/Medians/Landscaping		\$125,280	\$125,280			\$250,560
290 DIF - Sewage & Wastewater Facility		\$19,500	\$19,500			\$39,000
643 LTF		\$1,800,000				\$1,800,000
TBD - Cartmill Sewer/Wastewa	\$96,893	\$580,644	\$580,644			\$1,258,181
TBD - Cartmill Water - Benefit	\$82,217	\$491,038	\$491,038			\$1,064,293
001 Measure I	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
Grand Total	\$28,321,470	\$33,405,222	\$31,499,618	\$23,033,145	\$24,191,258	\$140,450,713

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Administration

For Council Meeting of: June 20, 2017

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Public Hearing to adopt Resolution 17-__ 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 2017/2018 Annual Assessments.

IS PUBLIC HEARING REQUIRED: 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 Tulare Downtown Association 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, 2017.

On June 6, 2017 the City Council adopted resolution 17-__ 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 representative, will review the report in detail during the public hearing.

STAFF RECOMMENDATION:

Adopt Resolution 17-__ 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 2017/2018 Annual Assessments.

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:

Submitted by: Darlene Thompson Title: Finance Director

Date: June 7, 2017 City Manager Approval: _____

RESOLUTION 17-____

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 2017/18 FISCAL YEAR.

WHEREAS, the City Council has previously adopted Resolution 17-____ establishing June 20, 2017, at 7:00 p.m., as the date and hour for a public hearing concerning its intention to levy an annual assessment for the 2017/18 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 2017/18 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 2017/18 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 20th day of June 2017.

Mayor of the City of Tulare

ATTEST:

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

I, Joseph V. Carlini, Interim City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-____ passed and adopted by the Council of the City of Tulare at a regular meeting held on June 20, 2017, by the following vote:

Aye(s) _____

Noe(s) _____ Abstention(s) _____

Dated: JOSEPH V. CARLINI, INTERIM 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 2017/18 fiscal year (July 1, 2017 - June 30, 2018):

- (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 produce special events that focus attention and generate traffic to the downtown, helping to establish the downtown as the cultural center and as a place of activity in the community.
- (6) Continue to support the Greater Tulare Chamber of Commerce, as well as other organizations and individuals, in their efforts to encourage growth in Downtown Tulare.
- (7) 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.

TULARE DOWNTOWN ASSOCIATION

Annual Report



2017-2018

Carlos Melendez, President

TULARE DOWNTOWN ASSOCIATION

Board of Directors

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

Member-At-Large **Renee Soto–PRESIDENT 2015-2016**
State Farm Insurance, 306 North “K” Street, Tulare, CA 93274, 686-3355

Terms Expire June 30, 2018

Zone A **Diana Dodds – SECRETARY 2014-2018**
WestAmerica Bank, 140 E Tulare Ave, Tulare, CA 93274

Terms Expire June 30, 2019

Zone A **Carlos Melendez**
Unique Enterprises, PO Box 2327, (559)936-3839, melendezdrn@aol.com

Zone B **Vishal Nayyar**
The Grocery Store, 536 E Cross Ave, Tulare, CA 93274, (559) 686-8511

Zone A **Lino Pimentel**
Lino Pimentel Real Estate, 260 N “J” St, Tulare, CA 93274 (559) 688-1900

Zone B **Christopher Miller**
The Lily Pad Café, 483 N “M” St, Tulare, CA 93274 (559) 310-5085

Zone B **Jackie Paull**
Life Star Ambulance, 234 N M St, Tulare, CA 93274 (559) 688-2550

Terms Expire June 30, 2017

Zone A **Bonnie Bainbridge**
200 N “L” Street, Tulare, CA 93274

Zone A **Sidney Carter**
134 South K Street, CA 93274, 688-2011

City Appointments

City Council **Greg Nunley**
411 E. Kern Avenue Tulare, CA 93274 (559) 684-4200

Police Department **Sgt. Tim Ramirez, Tulare Police Department**

Past Projects and Objectives

- Assisted in creation of synthetic cannabinoid control ordinance
- Instituted temporary Low-Cost Awning Cleaning Program
- Assisted property owners in participate with Police Department Trespass Enforcement Program
- Implemented 24-Hour downtown graffiti removal initiative
- Assisted with homeless, vagrants in downtown
- Implementation of the Tower Square PBID
- Establishment of the Tulare Downtown Foundation to facilitate grant funding.

Recent Projects and Objectives

This past year the Association continued aggressive pursuit of many goals:

- Established and secured funding for Tower Square PBID.
 - Rallied property owners
 - Conducted successful ballot
 - 11 of 13 property owners voted “Yes”
 - Recruited board of directors
 - Established management through Tulare Downtown Association
 - Worked with board to initiate projects
 - “All Lights On” campaign
 - Locks on trash dumpsters
 - Extra day per week of cleaning, debris removal, etc.
 - Trash enclosure cleaning on weekly basis
 - Continuing projects: Lighting
- TDA assisted its members with:
 - Graffiti removal and control
 - Control of vagrants in downtown common areas
 - Coordinating with police to curtail criminal activity in the downtown
- The TDA Implemented a wayfinding signage initiative
- The TDA established a “Clean and Safe” program for Downtown environs.
 - Volunteer groups cleaned west side of J Street from Cross to Martin Luther King Ave

- TDA maintains a list of properties available in the downtown area and acts as a resource.
- TDA website updated to include links to CASp inspectors, Tulare Local Development Company
- Continued strengthening the bond between downtown and outlying businesses by:
 - Production of annual Cinco de Mayo
 - Support of the City’s Park and Recreation Departments “Concerts in the Park” concert series
 - Production of the 25-year old “Summer Sally”
 - Production of the annual Children’s Christmas Parade.

2017-18 Outlook

For this fiscal year the Tulare Downtown Association:

- Continues its representation of the downtown Business and Parking District.
- Seek enforcement of Chapter 8.48.060, Section D, Subsection 1, Paragraph A; and Chapter 8.48.060, Section D, Subsection 2 Paragraph E of Tulare City Code assessing non-profit organizations within the assessment districts.
- Continues implementation the Clean and Safe program for Downtown Tulare.
- Utilizes the Tulare Downtown Foundation to secure grant funding for infrastructure improvement.
- Supports the “Nunley Initiative” in the downtown
- Supports and manages the Tulare Tower Square PBID
- Implements improved real estate vacancy tracking system
- Work in conjunction with the Tulare Arts Foundation to improve way finding signage and other aesthetic features of the downtown area.
- Thru the Tulare Downtown Foundation, continues to produce events that attract outside businesses to the downtown:
 - Cinco de Mayo
 - Plans to form new sub-committee to continue to improve event
 - Summer Street Fair
 - Recruitment of surrounding businesses to produce events of their own
 - First one is May 27 on Kern Ave
 - Summer Sally
 - Continue to reach out to businesses outside of the downtown to attract them to the district
 - Community Tree Lighting and Parade
 - Continue to make this Tulare’s premier winter holiday event

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, 2014-June 30, 2015):

1. No changes in boundaries or benefit zones.
2. Continue working with City Staff on projects and business recruitment.
3. Continue to track real estate and work with realtors.
4. Work with the City, Code Enforcement and Police Department to control graffiti, vandalism and crime in the downtown.
5. Continue to evaluate the events and special activities this organization produces to address the demands of a changing economy and the downtown business community.
6. 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.
7. 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.
8. 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 2017/2018. Included are sources of revenue and contributions.

Carlos Melendez, President
Tulare Downtown Association

Tulare Downtown Association
Profit & Loss Budget Overview
 July 2017 through June 2018

Jul '17 - Jun 18

Ordinary Income/Expense	
Income	
401 · District Assessments	89,221.56
410 · Promotional Income	17,767.74
420 · Other Income	112.00
Total Income	107,101.30
Expense	
700 · Administrative Expenses	
701 · Liability Insurance	5,288.91
702 · Office Rent	6,236.77
703 · Office Supplies	3,665.08
704 · Other Admin Exp	213.50
705.1 · Coordinator	30,444.23
705.2 · Office Assistant Salary	6,834.26
706 · PR Taxes and Benefits	11,605.88
707 · Professional Services	3,133.06
708 · Telephone Expense	1,845.03
700 · Administrative Expenses - Other	15.00
Total 700 · Administrative Expenses	69,281.72
730 · Market Recruit & Retention	
731 · Conferences	2,025.52
732 · Seminars	240.37
730 · Market Recruit & Retention - Other	300.00
Total 730 · Market Recruit & Retention	2,565.89
750 · Promotional Expenses	
753 · General Advertising	919.07
759 · Other Promotional Exp	394.59
750 · Promotional Expenses - Other	31,451.65
Total 750 · Promotional Expenses	32,765.31
761 · Gift Certificates	2,210.00
800 · Uncategorized Expenses	297.28
Total Expense	107,120.20
Net Ordinary Income	-18.90
Other Income/Expense	
Other Income	18.90
Net Other Income	18.90
Net Income	0.00

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Manager’s Office

For Council Meeting of: June 20, 2017

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Appoint a City Council member or staff person to serve as the City of Tulare representative on the Tulare County Task Force on Homelessness.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Tulare County has contacted the City requesting that the City appoint a representative to serve on the County’s Task Force on Homelessness that the County is currently forming. According to information provided by the County the City’s representative could be a Council Member or a staff member.

This Task Force will require local collaboration utilizing local and State resources to develop strategies for successfully addressing homelessness and will serve as a forum across governments and other partners to explore how we can overcome challenges, foster best practices, share ideas and resources, and align service delivery systems.

Task Force Members are comprised of:

- | | |
|----------------------------------|------------------------------------|
| • Board of Supervisors | • City of Visalia |
| • Health & Human Services Agency | • City of Tulare |
| • Kings/Tulare Homeless Alliance | • City of Porterville |
| • Law Enforcement | • City of Dinuba |
| • Community Action Agency | • City of Lindsay |
| • Housing Authority | • City of Farmersville |
| • Faith Community | • City of Exeter |
| • Transit Authority | • City of Woodlake |
| • Tulare County Farm Bureau | • Community partner representative |

STAFF RECOMMENDATION:

Appoint a City Council member or staff person to serve as the City of Tulare representative on the Tulare County Task Force on Homelessness.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Joseph V. Carlini

Title: Interim City Manager

Date: June 13, 2017

City Manager Approval: _____