

**BOARD OF TRUSTEES**

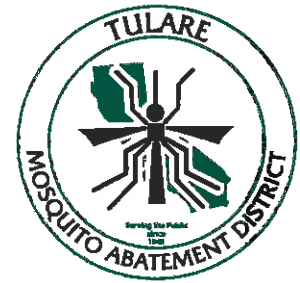
**Pat Nunes**  
City of Tulare  
**Robert Uchita**  
County of Tulare  
**Robert Clark**  
County of Tulare  
**Stan Creelman**  
County of Tulare  
**Charlie Pitigliano**  
County of Tulare  
**Charles Mayer**  
City of Visalia

**TULARE MOSQUITO ABATEMENT DISTRICT**

District Headquarters: Mefford Field - Tulare  
6575 Dale Fry Rd Tulare, CA 93274  
PH (559) 686-6628 FAX (559) 686-2013  
Email: [TulareMosquito@gmail.com](mailto:TulareMosquito@gmail.com)  
[www.tularemosquito.com](http://www.tularemosquito.com)

**GENERAL MANAGER**

**John Avila**



The Tulare Mosquito Abatement District Board of Trustees regular Meeting will be held on Tuesday, September 8th at 1:00 p.m. at the District office located at Mefford Field 6575 Dale Fry Rd, Tulare CA.

**Agenda**

1. **Citizen Comments: At this time the Board of Trustees will take input from citizens on items they wish to address that are within the Board's jurisdiction. However the Board cannot legally discuss or take action at this meeting on comments received.**
2. **Review Minutes of the August 11th, 2020 Board of Trustee Meeting**
3. **Payment of Check Numbers 6308 - 6342  
Electronic Fund Transfers (EFTPS) from Union Bank to the IRS and EDD for Social Security, Medicare, Federal and State Tax Payments. E Debit payments from the District's Union Bank account. Claim number 21918 Transfer of Funds from Tulare County Fund #778 to the District's Union Bank Account # \*\*\*\*\*4408.**
4. **Reappointment of Board Member Mayer from City of Visalia**
5. **Polling of Board members up for reappointment on 12/31/20**
6. **Resolution 2020-01 establishing a revolving fund with Tulare County in accordance with Government Code Section GC 53952**
7. **Correction to increase in CalPERS Health rates for 2021**
8. **District Activity to date**
9. **Manager's Report**
  - a. **Status of Trash Can recycle in Visalia**
  - b. **Hangar Lease Agreement with City of Tulare**
10. **Meeting Adjourned.**

**MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE TULARE  
MOSQUITO ABATEMENT DISTRICT, HELD AT THE OFFICES OF THE DISTRICT,  
MEFFORD FIELD, TULARE, CALIFORNIA ON THE 11<sup>th</sup> DAY OF AUGUST 2020, AT  
THE HOUR OF 1:00 P.M. OF SAID DAY**

Present at the meeting called at 1:01 p.m. at the place above designated were: Charlie Pitigliano, presiding, Robert Clark, Stan Creelman, Pat Nunes and Chuck Mayer. Robert Uchita was absent. Also present at the Board Meeting were John Avila, District Manager, and Chad M. Lew, counsel for the District.

**Agenda Item No. 1:** Citizen Comments.

Charlie Pitigliano opened the floor to citizen comments, but there were no comments from the public.

**Agenda Item No. 2:** Review Minutes of July 14, 2020 Board of Trustee Meeting.

The minutes of the meeting held on July 14, 2020, were presented to the board in writing and reviewed. Upon a motion made by Pat Nunes, seconded by, Chuck Mayer, and unanimously carried, the minutes of the meeting held on July 14, 2020, were approved as presented.

**Agenda Item No. 3:** Payment of Check Number 6270 - 6307, Electronic Fund Transfers (EFTPS) from Union Bank to the IRS for Social Security, Medicare and Federal Tax Payments, Union Bank Charges and Credits, and Claim Number 21917 Transfer of Funds from Tulare County Fund #778 to the District's Union Bank Account #\*\*\*\*\*4408.

The board members reviewed the District's Union Bank checking account, check numbers 6270 - 6307, the electronic fund transfers (EFTPS) for payment of Social Security, Medicare and Federal Tax Payments to the IRS, the electronic debit payments from the District's Union Bank account, and Claim Number 21917 which is a transfer of \$300,000.00 from the District's Tulare County Fund #778 to the District's Union Bank Account ending in 4408. Upon a motion duly made by Chuck Mayer, seconded by Pat Nunes, and unanimously carried, the Union Bank checking account, check numbers 6270 - 6307, the electronic fund transfers (EFTPS) for payment of Social Security, Medicare and Federal Tax Payments to the IRS, the electronic debit payments from the District's Union Bank checking account, and Claim Number 21917 which is a transfer of \$300,000.00 from the District's Tulare County Fund #778 to the District's Union Bank Account ending in 4408. were approved.

**Agenda Item No. 4:** Final County Revenue Totals for FY 19/20 and Balance Forward.

John reviewed with the board a spreadsheet detailing the receipt of the District's property tax revenue for fiscal year 2019/2020.

**Agenda Item No. 5:** CalPers Health Rates for 2021.

John reviewed with the board correspondence from CalPers, dated July 14, 2020, that advised of premium increases for the coming policy period. John advised the District is looking at a premium increase of approximately 8.54% for the 2021 policy period.

**Agenda Item No. 6:** Unfunded Accrued Liability for FY 20/21.

John provided and reviewed with the board two correspondence from CalPers dated July 1, 2020, which advised of the District's Annual Unfunded Accrued Liability, as of June 30, 2018, which was in the sum of \$12,488.00 for plan 1234, and the District's Annual Unfunded Accrued Liability, as of June 30, 2018, which was \$1,999.00 for plan 26798, which John advised were paid in full by the District.

**Agenda Item No. 7:** Tulare County Virtual Fair 2020.

John reported to the Board that he was advised that by the Tulare County Fair that the 2020 Tulare County Fair would be done virtually where cars would be allowed to drive through and view attractions, but participants would not be allowed out of their vehicles. Based upon this information, John advised that the District would not be participating at the 2020 Tulare County Fair.

**Agenda Item No. 8:** July 15<sup>th</sup> Meeting with City Officials on Homeless Proposal for Elk Bayou Park.

John advised that he attended a meeting of businesses in and around Elk Bayou Park as to concerns and our comments related to the City of Tulare potentially designating Elk Bayou Park as an encampment for the homeless. John advised that all in attendance spoke in opposition to designating Elk Bayou Park as a place for homeless encampment as it would have negative impacts on the surrounding area and businesses.

**Agenda Item No. 9:** District Activity to Date.

John advised that the service call requests continues to increase. Currently, to date, the District has received 480 services requests, which is a 7% increase from the same period last year. John further advised the District completed its fourth treatment under the WALS program. Finally, John reported that the District submitted its second dead bird for testing, which returned a negative result for West Nile Virus.

**Agenda Item No. 10:** Manager's Report.

- a) Policy Manual Update - John advised the District was reviewing the District policy manual and consider updating, revising or replacing with a new manual.
- b) Manager's Procedure and Progress - John advised he is progressing but still recovering.
- c) Beyond Pesticides Group - John provided board with information regarding this group.

**Agenda Item No. 11:** Meeting Adjourned.

There being no further business to come before the board, upon a motion duly made by Stan Creelman, seconded by Bob Clark, and unanimously carried, the special meeting was adjourned at 1:32 p.m.

---

SECRETARY

# Agenda Item #3

Expenses 8/15/2020

		Union		Check #'s
Full Time Employees				EFTPS
6001	John Avila			E Debits
6001	Michelle Dempsey	3,110.77		DD1162
6001	Andrew Conard	2,531.87		DD1163
6001	Armando Gonzalez	1,830.31		DD1164
6001	Quirino Valencia	1,973.03		DD1165
6001	Sherry Laskie	1,834.35		DD1166
6005	Jesse Carver	700.39		6308
6005	John Coleman	1,300.39		6309
6005	Emilee Flaming	1,199.72		6310
6005	Rene Rodriguez	1,125.08		6311
6005	David Servi	1,344.80		6312
6005	Quirino Valencia III	1,307.89		6313
6005	Victor Zamora	1,228.25		6314
6004	CA Emp Dev Dept	2,220.75		6315
6004	Choice Builders	937.33		EFTPS
6008	Robert Clark	1,104.25		6316
6008	Stan Creelman	100.00		6322
6008	Charles Mayer	100.00		6323
6008	Patrick Nunes	100.00		6324
6008	Charlie Pitigliano	100.00		6325
6011	CalPERS (Employee)	450.00		EFTPS
6011	CalPERS (Employee)	550.00		EFTPS
6011	CalPERS (Retirement)	2,855.48		EFTPS
6012	Union Bank	6,356.32		EFTPS
7001	Adapco			
7001	Verizon			
7005				
7021	C.P. Phelps			
7021	G.V. Burrows, Inc			
7021				
7043	McCormick, Kabot, Jenner & Lew			
7062	City of Tulare			
7081				
7036	Union Bank			
	UI, ETT, SDI & PIT			
	Monthly premium for employee Dental Vision & Life Insurance			
	Board Meeting 08/11/2020			
	Board Meeting 08/11/2020			
	Board Meeting 08/11/2020			
	Board Meeting 08/11/2020			
	Board Meeting 08/11/2020			
	Employee Additional 457 Roth			
	Employee Additional deferred contribution			
	PERS Retirement contribution Employer & Employees			
	Federal Inc Tax. Empe, Empr Medicare & SS			
	Teknar SC (264 GL Tote)			
	Field Phones	167.63		6317
	Office Phones	236.04		6318
	Refrigerant		129.89	6319
	Vehicle Fuel	2,306.61	2,601.72	6320
	Bulk oil for vehicles	295.11		
	Board meeting 8/11/2020	300.00	300.00	6327
	Land Rent	774.00	926.13	6321
	Water & Refuse Pickup Service	152.13		
	Direct Deposit Fee		8.75	E debit
			<u>48,682.02</u>	

Expenses 8/31/2020

				Union
				Check #'s
Full Time Employees				<b>EFTPS</b>
6001	John Avila			<b>E Debits</b>
6001	Michelle Dempsey		3,110.76	DD1167
6001	Andrew Conard		2,531.86	DD1168
6001	Armando Gonzalez		1,830.33	DD1169
6001	Quirino Valencia		1,973.02	DD1170
6001	Sherry Laskie		1,834.35	DD1171
6005	Jesse Carver		809.73	6328
6005	John Coleman		1,420.88	6329
6005	Emilee Flaming		1,314.60	6330
6005	Rene Rodriguez		1,227.62	6331
6005	David Servi		1,465.29	6332
6005	Quirino Valencia III		1,429.59	6333
6005	Victor Zamora		1,346.81	6334
6004	CA Emp Dev Dept	UI, ETT, SDI & PIT	2,433.72	6335
6004	CalPERS (Health)	Monthly Health Premium	1,019.54	<b>EFTPS</b>
6004	AFLAC (Employee)	Employee Additional Health Pre-Tax	627.12	
		Employee Additional Life After Tax	37.60	
		Employee Additional 457 Roth		450.00
6011	CalPERS (Employee)	Employee Additional deferred contribution		550.00
6011	CalPERS (Employee)	PERS Retirement contribution Employer & Employees		2,676.70
6011	CalPERS (Retirement)	Federal Inc Tax. Empe, Empr Medicare & SS		6,662.00
6012	Union Bank	Annual Worker's Compensation Reconciliation Invoice		850.70
6015	SDRMA	Teknar SC (264 GL Tote)		10,050.89
#REF!	Adapco	GPS System monthly charge (June)		285.00
7001	Verizon (Verizon Wireless Fleet)	Bulk Oil	78.33	6340
7021	G.V. Burrows, Inc	Vehicle Fuel	1,950.56	
7021		Yard Inspection forms	283.02	775.69
7036	Central Valley Business Forms	Service Request forms	492.67	6341
7036		Fees for GASB-68 Reports & Schedules		700.00
7043	CalPERS	8/31/2020 Statement		420.38
7043	Union Bank Charges			<b>EFTPS</b>
7081		S.C. Edison	340.08	<b>E debit</b>
7081		SoCalGas	16.55	
7036		Direct Deposit Fee	8.75	
7036		Union Bank - Positive Pay monthly maintenance fees	55.00	
U.S. Bank Charges & Credits		8/19/2020 Statement		3,061.55
7001		DIGITAL DEPLOYMENT	Internet - June	200.00
7001		Amazon.com	Surgical Masks (50)	15.15
7001		PFC Products	ID Badge for Surveillance	19.36
7001		YOSEMITE LINEN	Employee Uniforms/Laundry	497.72
7001		Tractor Supply	Chicken Feed	29.98
7001		Lowe's	Chicken Feed	35.16
7001		GLS	Sample Test - Shipping	4.34
7005		AT&T	Monthly Faxline	10.60
7009		Costco	Bath Tissue / Paper Towels	36.87
7009		CULLIGAN	Water	62.00
7021		Lowe's	Shop Supplies	45.85
7021		Spray Devices Inc	Sprayer Parts	237.00
7021		Big Brand Tires	Spare Tire Replacement	180.33
7021		JGB Enterprises	Hose- Spray Parts	725.00
7021		WalMart	Oil Filters	22.83
7021		CP Phelps	Water Pump	201.33
7021		CP Phelps	Belt Tensioner	77.92
7021		CP Phelps	Credit Returned Tensioner	(2.18)
7027		AMCA	Membership Renewal - Michelle	145.00
7036		USPS	Stamps	89.40
7036		CLINES	Support Agreement	60.00
7036		CLINES	Maintenance Contract	63.85
7036		CLINES	Maintenance Contract	68.68
7036		Amazon.com	Office Supplies Misc	59.39

Total 66,370.39



P.O. BOX 6343  
FARGO ND 58125-6343



000000003 01 SP 0.560 106481223358034 P

TULARE MOSQUITO ABATE  
ATTN JOHN AVILA  
6575 DALE FRY ROAD  
TULARE CA 93274-9073

**ACCOUNT NUMBER**  
**STATEMENT DATE** 08-18-2020  
**AMOUNT DUE** \$3,061.55  
**NEW BALANCE** \$3,061.55  
PAYMENT DUE ON RECEIPT

**AMOUNT ENCLOSED**  
\$

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS  
P.O. BOX 790428  
ST. LOUIS, MO 63179-0428

4866914555514949 000306155 000306155

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY									
TULARE MOSQUITO ABAT	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New Balance	
Company Total	\$2,176.34	\$3,063.73	\$0.00	\$0.00	\$0.00	\$2.18	\$2,176.34	\$3,061.55	

CORPORATE ACCOUNT ACTIVITY					
TULARE MOSQUITO ABATE					TOTAL CORPORATE ACTIVITY
					\$2,176.34 CR
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
08-06	08-04	74798260219000000000222	PAYMENT - THANK YOU 00000 C	2,176.34 PY	

NEW ACTIVITY					
MICHELLE DEMPSEY		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$975.14	\$0.00	\$975.14
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
08-05	08-03	24707800217030035593388	AMERICAN MOSQUITO CONTROL 888-626-0630 CA	145.00	
08-10	08-07	24692160220100837380887	LOWES #02473* TULARE CA	35.16	
08-14	08-13	24755420227132270130235	PESTICIDE APPLICATORS PRO 831-4423536 CA	40.00	
08-17	08-13	24765790227018016216368	J.G.B. ENTERPRISES - LIV 315-4512770 NY	725.00	
08-18	08-14	24137460231001280138513	TRACTOR SUPPLY #1269 TULARE CA	29.98	

CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	800-344-5696		PREVIOUS BALANCE	2,176.34
		PURCHASES & OTHER CHARGES	3,063.73	
	STATEMENT DATE	DISPUTED AMOUNT	CASH ADVANCES	.00
	08/18/20	.00	CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
			CREDITS	2.18
			PAYMENTS	2,176.34
			ACCOUNT BALANCE	3,061.55
SEND BILLING INQUIRIES TO: U.S. Bank National Association C/O U.S. Bancorp Purchasing Card Program P.O. Box 6335 Fargo, ND 58125-6335	AMOUNT DUE			
	3,061.55			

TULARE MOSQUITO ABATEMENT DISTRICT

FY 20/21 Budget

August 31, 2020

	<i>Appropriations</i>	<i>Expenditures</i>	<i>Remaining</i>
<b>Salaries &amp; Employees Benefits ( 1000 )</b>			
6001 Regular Salaries *	485,000.00	70,401.88	414,598.12
6004 Benefits		-	
Health Insurance	200,000.00	28,859.06	171,140.94
EDD Unemployment Insurance 6.2% X 7,000 of employees pay	6,500.00	546.18	5,953.82
EDD Disability Insurance 1.0% X of employees salary	6,500.00	1,184.07	5,315.93
EDD Employment Training Tax rate 0%	-		-
Life Insurance	2,000.00	238.74	1,761.26
6005 Extra Help	140,000.00	48,003.82	91,996.18
6008 Directors Fees	7,200.00	1,000.00	6,200.00
6011 Retirement PERS	50,000.00	20,394.40	29,605.60
Classic members 8.081% X Gross Salary			
New Public Employee Pension Reform Act (PEPRA)			
members ( 6.985% X Gross Pay )			
Unfunded Liability	15,000.00	-	15,000.00
6012 Social Security ( 7.65% of employee pay )	49,000.00	8,962.06	40,037.94
6015 Workers' Compensation Insurance	25,000.00	23,234.70	1,765.30
	<u>986,200.00</u>	<u>202,824.91</u>	<u>783,375.09</u>
<b>Services &amp; Supplies ( 2000 )</b>			
7001 Agriculture	250,000.00	32,682.10	217,317.90
7005 Telecommunications	1,600.00	257.24	1,342.76
7009 Household Expense	3,000.00	205.82	2,794.18
7010 Insurance	55,000.00	-	55,000.00
7021 Maintenance of Equipment	55,000.00	13,773.07	41,226.93
7024 Maintenance - Bldg & Improvements	8,000.00	-	8,000.00
7027 Memberships	17,500.00	9,790.00	7,710.00
7036 Office Expense	10,000.00	1,971.30	8,028.70
7043 Professional & Special Expense	20,000.00	1,625.00	18,375.00
7059 Publications and Legal Notices	500.00	-	500.00
7061 Rents & Leases - Equipment	500.00	-	500.00
7062 Rent & Leases - Bldg & Improvements	10,000.00	1,562.29	8,437.71
7065 Small Tools & Instruments	1,000.00	-	1,000.00
7066 District Special Expense	5,000.00	40.00	4,960.00
7074 Transportation & Travel	5,000.00	-	5,000.00
7081 Utilities	6,500.00	1,006.60	5,493.40
	<u>448,600.00</u>	<u>62,913.42</u>	<u>385,686.58</u>
<b>Other Charges ( 3000 )</b>			
7407 Contributions to other Agencies	2,500.00	-	2,500.00
7425 Taxes & Assessments	38,500.00	-	38,500.00
	<u>41,000.00</u>	<u>-</u>	<u>41,000.00</u>
<b>Fixed Assets ( 8000-8300 )</b>			
Transition to new OS (Software & Hardware)	17,000.00	-	17,000.00
WALS A1 Applicator	17,000.00	17,397.32	(397.32)
Replacement of 3/4 ton vehicle	30,789.00	-	30,789.00
Additional 1/2 ton Surveillance Vehicle	26,862.00	-	26,862.00
	<u>91,651.00</u>	<u>17,397.32</u>	<u>74,253.68</u>
<b>Working Budget</b>			
	1,567,451.00	283,135.65	1,284,315.35
* Appropriation for Contingencies	235,118.00	-	235,118.00
<b>Total Appropriations</b>	<u>1,802,569.00</u>	<u>283,135.65</u>	<u>1,519,433.35</u>
<b>** General Reserves</b>			
Reserve for Asphalt Removal & Replacement	150,000.00		150,000.00
Reserve for OPEB Liability	1,216,776.00		1,216,776.00
Reserve for Property/Building Purchase	3,500,000.00		3,500,000.00
Reserve for Emergency Incasive Aedes Outbreak	300,000.00		300,000.00
Reserve for Replacement of Vehicles/Tablets	225,000.00		225,000.00
<b>Total Budget</b>	<u>12,578,845.00</u>	<u>283,135.65</u>	<u>12,295,709.35</u>
Tulare County Account # 778 Balance	6,470,210.86		
Union Bank Account # 2740034408 Balance	<u>89,398.72</u>		
<b>TMAD Current cash balance</b>	<u>6,559,609.58</u>		

\* 15% of our Working Budget ( Tulare County permits us to carry 15% of our working budget as Appropriations for Contingencies )

\*\* There is no requirement to fund General Reserves at any set amount to be in compliance with the CA Health and Safety Code.

<b>TMAD Revenue &amp; Cash Balance Status</b>						Date of
<b>FY 20/21</b>						last rcvd
	<b>FY 17/18</b>	<b>FY 18/19</b>	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	revenue:
<b>Tax Income</b>					Actual to Date	
4001 Property Tax Current Secured	1,263,060	1,316,348	1,316,348	1,378,597		
4006 Property Tax Current Unsecured	74,679	78,374	78,374	82,946		
4008 Property Tax Prior Secured	24,790	24,820	24,820	24,774		
4009 Property Tax Prior Unsecured	2,281	1,185	1,185	1,375		
4030 Supp Tax Current Secured	22,729	24,962	24,962	26,261		
4033 Supp Tax Prior Secured	2,405	3,509	3,509	5,086		
4055 Timber Yield	-	0.12	0.12	0.01		
4060 Residual Dist	55,021	62,559	62,559	65,992		
4069 PT Facilities	25,053	25,757	25,757	27,299		
4801 Interest	77,640	115,075	115,075	157,651		
5000 I/G Revenues	216	377	377	174		
5050 Property Tax Relief	11,738	11,657	11,657	11,415		
<b>Property Tax (County) Revenue:</b>	<b>1,559,612</b>	<b>1,664,623</b>	<b>1,664,623</b>	<b>1,781,570</b>	<b>-</b>	
<b>Misc Income</b>						
5805 Misc. Revenue	3,154	-	-	1		
5838 Insurance Proceeds/Rec	23,843	-	-	1		
7000 Miscellaneous Revenue	6,424	62,428	62,428	7509		
7003 Tax Administration Fee						
Health Dept Funding	23,776	42,530	42,530			
<b>Total Revenue</b>			<b>1,471,281</b>	<b>1,789,081</b>	<b>-</b>	
<b>CASH BALANCE</b>						
County Cash Balance (8/31/20)			<b>6,470,211</b>			
Union Bank Balance (8/31/20)			<b>89,399</b>			
Cash Balance			<b>6,559,610</b>			



**SPECIAL DISTRICT ORDER TO DISBURSE FUNDS**

District Name: TULARE MOSQUITO ABATEMENT DISTRICT

Fund: 778

It is hereby ordered that the County of Tulare Auditor draw his warrants on the above district fund for payment of the attached vouchers no. # 21918 through no. \_\_\_\_\_ inclusive in the amounts indicated.

The attached vouchers have been audited by the district (including totals, vendor numbers, and vendor information) and any corrections are shown on the voucher.

The total amount ordered to pay on this date is \$ 165,201.45



**John Avila**  
**General Manager**  
09/01/2020

President

Secretary

Board Member

Board Member

Board Member

COUNTY AUDITOR'S USE ONLY	
Vouchers	_____
Checks	_____
EFT	_____
Scheduled Pay Date	_____
Reviewed by	_____
Date entered	_____

Date	Salaries & Employee Benefits	Check		
		Amount	Running total	
7/15/2020	John Avila	Salaries July 1 - 15, 2020	3,110.76	3,110.76
7/15/2020	Michelle Dempsey	Salaries July 1 - 15, 2020	2,531.87	5,642.63
7/15/2020	Andrew Conard	Salaries July 1 - 15, 2020	1,830.32	7,472.95
7/15/2020	Armando Gonzalez	Salaries July 1 - 15, 2020	1,973.02	9,445.97
7/15/2020	Quirino Valencia	Salaries July 1 - 15, 2020	1,834.36	11,280.33
7/15/2020	Sherry Laskie	Salaries July 1 - 15, 2020	843.88	12,124.21
7/15/2020	Jesse Carver	Salaries July 1 - 15, 2020	1,300.39	13,424.60
7/15/2020	John Coleman	Salaries July 1 - 15, 2020	1,199.72	14,624.32
7/15/2020	Rene Rodriguez	Salaries July 1 - 15, 2020	1,344.81	15,969.13
7/15/2020	David Servi	Salaries July 1 - 15, 2020	1,307.89	17,277.02
7/15/2020	Johnathan Summers	Salaries July 1 - 15, 2020	1,232.70	18,509.72
7/15/2020	Quirino Valencia III	Salaries July 1 - 15, 2020	1,228.25	19,737.97
7/15/2020	Victor Zamora	Salaries July 1 - 15, 2020	2,220.75	21,958.72
7/15/2020	CA Emp Dev Dept	State Taxes UI, ETT, SDI & F	1,188.24	23,146.96
7/15/2020	Choice Builders	Monthly premium for employee Dental Vision &	1,102.05	24,249.01
7/15/2020	Robert Clark	Board Meeting 07/14/2020	100.00	24,349.01
7/15/2020	Stan Creelman	Board Meeting 07/14/2020	100.00	24,449.01
7/15/2020	Charles Mayer	Board Meeting 07/14/2020	100.00	24,549.01
7/15/2020	Charlie Pittigliano	Board Meeting 07/14/2020	100.00	24,649.01
7/15/2020	Robert Uchita	Board Meeting 07/14/2020	100.00	24,749.01
7/15/2020	CalPERS (Retirement)	Unfunded Liability (Classic)	12,488.00	37,237.01
7/15/2020	CalPERS (Retirement)	Unfunded Liability (Pepra)	1,999.00	39,236.01
7/15/2020	CalPERS (Employee)	Employee Additional 457 Roth	450.00	39,686.01
7/15/2020	CalPERS (Employee)	Employee Additional deferred contribution	550.00	40,236.01
7/15/2020	CalPERS (Retirement)	PERS Retirement contribution Employer & Emj	2,683.48	42,919.49
7/15/2020	Union Bank	Federal Inc Tax. Employee, Employer, Medicar	6,314.64	49,234.13
7/15/2020	ICW Group	Workers Comp Premium for 2020/2021	22,384.00	71,618.13
7/31/2020	John Avila	Salaries July 16 - 31, 2020	3,110.76	74,728.89
7/31/2020	Michelle Dempsey	Salaries July 16 - 31, 2020	2,531.87	77,260.76
7/31/2020	Andrew Conard	Salaries July 16 - 31, 2020	1,830.32	79,091.08
7/31/2020	Armando Gonzalez	Salaries July 16 - 31, 2020	1,973.04	81,064.12
7/31/2020	Quirino Valencia	Salaries July 16 - 31, 2020	1,834.34	82,898.46
7/31/2020	Sherry Laskie	Salaries July 16 - 31, 2020	912.68	83,811.14
7/31/2020	Jesse Carver	Salaries July 16 - 31, 2020	1,541.39	85,352.53
7/31/2020	John Coleman	Salaries July 16 - 31, 2020	1,081.45	86,433.98
7/31/2020	Emilee Flaming	Salaries July 16 - 31, 2020	485.27	86,919.25
7/31/2020	Rene Rodriguez	Salaries July 16 - 31, 2020	1,585.78	88,505.03

7/31/2020	David Servi	Salaries July 16 - 31, 2020	1,551.30	90,056.33
7/31/2020	Johnathan Summers	Salaries July 16 - 31, 2020	24.50	90,080.83
7/31/2020	Quirino Valencia III	Salaries July 16 - 31, 2020	1,464.14	91,544.97
7/31/2020	Victor Zamora	Salaries July 16 - 31, 2020	2,646.71	94,191.68
7/31/2020	CA Emp Dev Dept	State taxes UI, ETT, SDI & PIT	963.61	95,155.29
7/31/2020	CalPERS (Health)	Monthly Health Premium for Aug	13,445.75	108,601.04
7/31/2020	AFLAC (Employee)	Employee Additional Health and Life Pre-Tax	664.72	109,265.76
7/31/2020	CalPERS (Employee)	Employee Additional 457 Roth	450.00	109,715.76
7/31/2020	CalPERS (Employee)	Employee Additional deferred contribution	550.00	110,265.76
7/31/2020	CalPERS (Retirement)	PERS Retirement contribution Employer & Emj	2,697.05	112,962.81
7/31/2020	Union Bank	Federal Inc Tax. Employee, Employer, Medica	<u>6,553.14</u>	119,515.95
	<b>Services and Supplies</b>		<u>119,515.95</u>	
	<b>July 15 Bills</b>			
7/15/2020	Adapco	Teknar SC (264 GL Tote)	10,050.89	129,566.84
7/15/2020	C.P. Phelps	Vehicle Parts	308.51	129,875.35
7/15/2020	G.V. Burrows, Inc	Vehicle Fuel	2,056.88	131,932.23
7/15/2020	Eddie Garcias Welding	Repair Tank Leaks - Truck #12	300.00	132,232.23
7/15/2020	McCormick, Kabot, Jenner & Lew	Board meeting 7/14/2020 and legal fees	625.00	132,857.23
7/15/2020	City of Tulare	Land Rent, and Water & Refuse pickup service	915.14	133,772.37
7/15/2020	Union Bank	Direct Deposit Fee	8.75	133,781.12
	<b>Services and Supplies</b>			
	<b>July 31 Bills</b>			
7/31/2020	Lowe's	Screens	29.89	133,811.01
7/31/2020	Franzen-Hill Corporation	Replace Pump in 8,000 gallon oil tank	2,718.05	136,529.06
7/31/2020	G.V. Burrows, Inc	Vehicle Fuel	1,775.07	138,304.13
7/31/2020	MVCAC	Corporate Membership Dues -- 2020-2021	9,500.00	147,804.13
7/31/2020	Adapco	A1 Applicator	<u>17,397.32</u>	165,201.45
			<u>45,685.50</u>	

## Agenda Item #4

*City of Visalia*

220 N. Santa Fe St., Visalia, CA 93292



*City Clerk's Office*

Tel: (559) 713-4512 fax: (559) 713-4800

August 10, 2020

*Sent via email*

John Avila  
Tulare Mosquito Abatement District  
6575 Dale Fry Rd  
Tulare, CA 93274

Dear John,

This letter is to confirm that Charles Mayer has been appointed to a second term to represent the City of Visalia on the Board of the Tulare Mosquito Abatement District.

Enclosed is a copy of the agenda item presented at the June 15, 2020 City Council meeting, in which Mr. Mayer was approved for reappointment. The term will begin July 1, 2020 and end June 30, 2022.

Sincerely,

*Michelle Nicholson*

Michelle Nicholson  
Chief Deputy City Clerk

Enclosure

CC: Charles Mayer

# Agenda Item #5

2020-2021		BOARD OF TRUSTEES/STAFF						
		RECORD						
Board Member	Office	Appointed by	Appt Date (Original)	Term Expires	Ethics Training Due	Sexual Harassment		
Charlie Pitigliano	President	County of Tulare	1/3/1995	1/4/2021	2 year training 3/10/2022	n/a		
Robert Clark	Vice President	County of Tulare	6/28/1994	1/4/2021	3/10/2022	n/a		
Pat Nunes	Secretary	City of Tulare	12/5/2006	8/5/2022	3/10/2022	n/a		
Stan Creelman		County of Tulare	1/9/2014	1/3/2022	3/10/2022	n/a		
Robert Uchita		County of Tulare	1/31/2012	1/4/2021	3/10/2022	n/a		
Charles Mayer		City of Visalia	11/5/2018	6/30/2022	3/10/2022	n/a		
<b>ALL COUNTY BOARD TERMS WILL NOW EXPIRE FIRST MONDAY IN JANUARY OF RENEWAL YEAR (county only)</b>								
<b>District Employees - SUPERVISORY POSITIONS</b>								
Appt dates are particular to when they were placed in their most recent position (promotions, job creation etc)								
John Avila	General Manager		4/1/2017	n/a	11/20/2021	2 Year training: 6/6/2021		
Michelle Dempsey	Operations Director		4/1/2017	n/a	11/20/2021	6/6/2021		
Quirino Valencia	Mechanic/Technician		7/1/2019	n/a	n/a	7/22/2021		
<b>District Employees - NON SUPERVISORY</b>								
Andrew Conard	Field Technician		5/16/2013	n/a	n/a	1 Year training: 1/1/2020		
Armando Gonzalez	Field Technician		6/1/2015	n/a	n/a	1/1/2020		
Victor Zamora	Seasonal Field Tech		4/4/2017	n/a	n/a	1/1/2020		
Jesse Carver	Seasonal Technician		5/7/2013	n/a	n/a	1/1/2020		
David Servi	Seasonal Technician		4/15/2019	n/a	n/a	1/1/2020		
John Coleman	Seasonal Surveillance		4/8/2019	n/a	n/a	1/1/2020		
Rene Rodriguez	Seasonal Surveillance		7/31/2017	n/a	n/a	1/1/2020		
Johnathan Summers	Seasonal Surveillance		4/8/2019	n/a	n/a	1/1/2020		
Quirino Valencia III	Seasonal Surveillance		5/1/2020	n/a	n/a	1/1/2020		
C:/Managers/Boards/TrusteeRecord								

# Agenda Item # 6

## RESOLUTION NO. 2020 - 01

### A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TULARE MOSQUITO ABATEMENT DISTRICT AUTHORIZING AND CONFIRMED THE ESTABLISHMENT OF A REVOLVING FUND PURSUANT TO GOVERNMENT CODE SECTION 53961

**WHEREAS**, Government Code Section 53961, provides that a mosquito abatement district organized pursuant to the Mosquito Abatement and Vector Control District Law, Health and Safety Code Section 2000, et seq., may by resolution provide for the establishment of a revolving fund in an amount not to exceed one hundred and ten percent (110%) of one-twelfth (1/12) of the district's adopted budget for that fiscal year;

**WHEREAS**, the revolving fund may be used to pay any authorized expenditures of the district;

**WHEREAS**, the Tulare Mosquito Abatement District ("District") believes the establishment of a revolving fund will aid in the timely and efficient operation of the District in its management of its affairs and payment of the District's bills; and

**WHEREAS**, the District's internal controls are sufficient to maintain fiscal responsibility.

#### **NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:**

1. That the Tulare Mosquito Abatement District, Board of Trustees, hereby approves and authorizes the establishment of a revolving account pursuant to Government Code Section 53961, and further confirms the creation and establishment of the District's revolving account at Union Bank, Tulare Branch.

2. The District's establishment and use of the revolving fund is necessary for the timely and efficient operation of the District in its management of its affairs and payment of the

District's bills.

3. The District's General Manager and Operations Director shall have the authority to make disbursements from the District's revolving account which is presently established at Union Bank, Tulare Branch, and shall be responsible for keeping account of all receipts and disbursements from the District's revolving account.

4. The District's revolving account funds may be expended by the General Manager and Operations Director of the District for any authorized expenditures of the District.

5. The maximum amount of the District's revolving account shall be an amount not to exceed one hundred and ten percent (110%) of one-twelfth (1/12) of the district's adopted budget for that fiscal year.

6. The General Manager is authorized and directed to transmit a certified copy of this resolution to the Tulare County Auditor and Treasurer.

**PASSED, ADOPTED AND APPROVED this \_\_\_ day of September, 2020.**

AYES:

NOES:

ABSENT:

**Charlie Pitigliano, President  
Of Tulare Mosquito Abatement  
District.**

**ATTEST:**

**Pat Nunes, Secretary of Tulare  
Mosquito Abatement District.**

# 2021 CalPERS PPO Premiums

2021 Regional Premiums for Public Agencies and Schools (PSPM)  
 Preferred Provider Organization (PPO) Plans Only  
 July Board of Administration Final Proposed Premiums

Agenda Item #7

Basic	2020			2021			Percent Change
	Single	2-Party	Family	Single	2-Party	Family	
<b>Basic Premiums - Region 1</b>							
Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, San Mateo, San Francisco, San Joaquin, Sutter, Tehama, Trinity, Tuolumne, Yuba and Yuba							
Anthem EPO Del Norte	\$861.18	\$1,722.36	\$2,239.07	\$935.84	\$1,871.68	\$2,433.18	8.67%
PERS Choice	861.18	1,722.36	2,239.07	935.84	1,871.68	2,433.18	8.67%
PERS Select	520.29	1,040.58	1,352.75	566.67	1,133.34	1,473.34	8.91%
PERSCare	1,133.14	2,266.28	2,946.16	1,294.69	2,589.38	3,366.19	14.26%
<b>Basic Premiums - Region 2</b>							
Fresno, Imperial, Inyo, Kern, Kings, Madera, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare and Ventura							
PERS Choice	\$736.28	\$1,472.56	\$1,914.33	\$783.19	\$1,566.38	\$2,036.29	6.37%
PERS Select	451.54	903.08	1,174.00	476.92	953.84	1,239.99	5.62%
PERSCare	986.66	1,973.32	2,565.32	1,115.68	2,231.36	2,900.77	13.08%
<b>Basic Premiums - Region 3</b>							
Los Angeles, Riverside and San Bernardino							
PERS Choice	\$710.29	\$1,420.58	\$1,846.75	\$761.23	\$1,522.46	\$1,979.20	7.17%
PERS Select	435.74	871.48	1,132.92	459.94	919.88	1,195.84	5.55%
PERSCare	931.12	1,862.24	2,420.91	1,036.07	2,072.14	2,693.78	11.27%
<b>Basic Premiums - Out of State</b>							
PERS Choice	\$709.66	\$1,419.32	\$1,845.12	\$760.17	\$1,520.34	\$1,976.44	7.12%
PERSCare	882.03	1,764.06	2,293.28	1,008.08	2,016.16	2,621.01	14.29%

Medicare	2020			2021			Percent Change
	Single	2-Party	Family	Single	2-Party	Family	
<b>Medicare Premium Rates - All Regions</b>							
PERS Choice	\$351.39	\$702.78	\$1,054.17	\$349.97	\$699.94	\$1,049.91	-0.40%
PERS Select	351.39	702.78	1,054.17	349.97	699.94	1,049.91	-0.40%
PERSCare	384.78	769.56	1,154.34	381.25	762.50	1,143.75	-0.92%

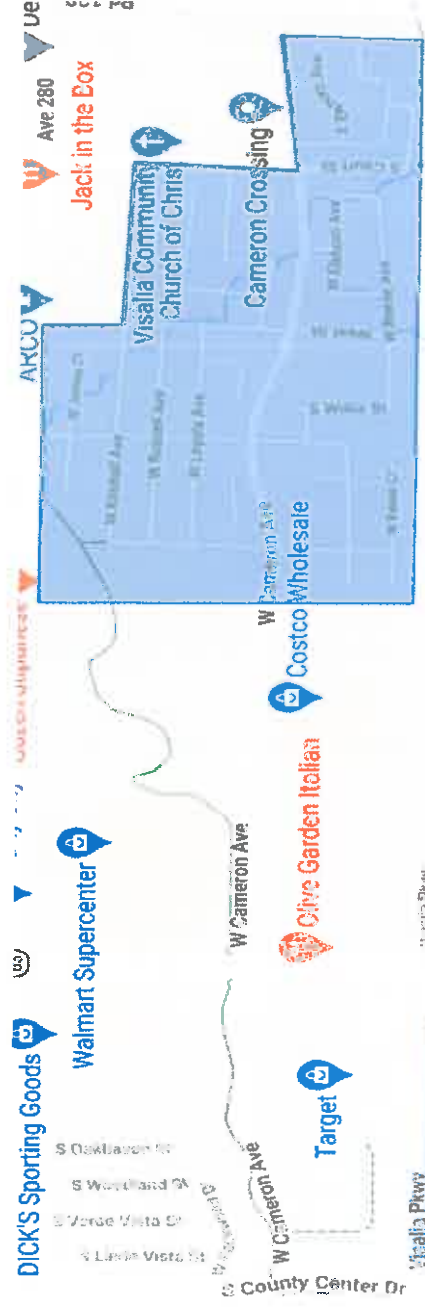
PER Select Medicare is not available outside of California.



# Agenda Item #8

## 2020 Surveillance Season

As of August 31, 2020, we have set 980 traps and sampled 184 mosquito pools for testing. Out of the 150 mosquito pools that have been tested, 9 mosquito pools have tested positive for WNV and 34 pools are pending (waiting to be tested). We have 5 WNV positive chickens to date and no birds pending results.

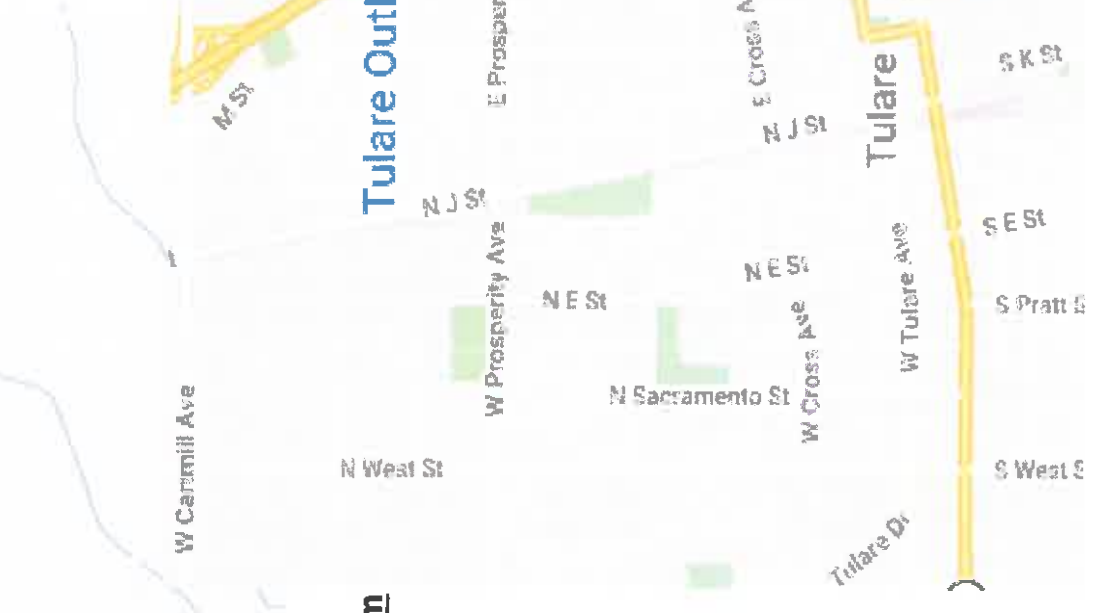


# 2020 A1 "WALS" Spray Area

2 Areas in Visalia

3 Areas in Tulare

75lbs of VectoBac WG is used each week for blue areas on the map.



## 8 Week Larvicide Cx and Aegypti Program

We are currently on Week # 6 of the WALS Spray Program.

We are now posting all the WALS treatment information on the TMAD website.

- Time
- Date
- Maps of Areas being treated
- Information about VectoBac WDG
  - Label
  - Safety Data Sheet
  - Frequently Asked Questions

AIRPORT HANGAR LEASE AGREEMENT

This Lease Agreement, hereinafter referred to as HANGAR LEASE, made and entered into this 20<sup>th</sup> day of June, 2006, by and between the City of Tulare hereinafter referred to as "CITY", and Tulare Mosquito Abatement District, hereinafter referred to as "LESSEE".

**WHEREAS**, CITY owns and operates the Tulare Municipal Airport; and

**WHEREAS**, CITY has and owns certain hangar facilities appurtenant to the Tulare Municipal Airport; and

**WHEREAS**, CITY desires to enter into a HANGAR LEASE with LESSEE for the purposes of airplane storage, airport related uses, and for purposes incidental thereto ("Purposes"); and

**WHEREAS**, LESSEE is an independent contractor who is ready, willing and able to enter into a lease for these Purposes; and

**WHEREAS**, CITY has determined that it is in the public interest and benefit to contract with LESSEE for said purpose;

**NOW, THEREFORE**, in consideration of mutual agreements hereto, as hereinafter set forth, it is agreed as follows:

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

1.

**A. LEASED PROPERTY**

For and in consideration of the rental provided to be paid by the LESSEE, and for and in consideration of the covenants and agreements hereinafter contained on the part of the LESSEE to be kept and performed, the Lessor has let and demised, and by these presents does hereby let and demise unto the LESSEE, and the LESSEE has leased and taken from, and by these presents does hereby lease and take from the Lessor, all that certain real property situated in the City of Tulare, County of Tulare, State of California, more particularly described as follows, to wit:

Commencing at the northeast corner of Section 36, Township 20 South, Range 24 east, Mount Diablo Base & Meridian; thence south 89° 33' 15" west, 3586.65 feet along the north line of said Section 36; thence south 38° 14' 15" east, 454.77 feet to the true point of beginning; thence continuing south 38° 14' 15" east, 200.00 feet; thence south 51° 45' 45" west, 469.31 feet; thence north 0° 28' 45" west, 253.11 feet; thence north 51° 45' 45" E, 314.29 feet more or less, to the true point of beginning.

**B. TERM**

LESSEE shall have and hold the said demised premises for the term of fifteen (15) years beginning on the 1<sup>st</sup> day of August, 2006, and terminating on the 31<sup>st</sup> day of July, 2021.

**C. EXTENSIONS**

LESSEE shall have the right to extend this lease term one (1) time for an additional fifteen (15) years, provided LESSEE is in good standing at the time of such extension and provided further that LESSEE shall give CITY written notice of said election at least six (6) months prior to the expiration date of the Lease. All terms and conditions shall remain in full force and effect in the event of such extension.

**2.**

**A. FIXED RENT**

In consideration of said agreement to lease, LESSEE agrees to pay and Lessor agrees to accept as and for rent the sum of \$774.00 per month, payable in advance, due on or before the first day of each month without deductions, off-sets or prior notice.

**B. Consumer Price Index Adjustment**

Commencing on the first day of the anniversary date of this Agreement, and on the anniversary date of this Agreement every year thereafter, the monthly fixed rent shall be adjusted upward by the increase in the California Consumer Price Index, All Urban Consumers from the date of the preceding adjustment. In no event shall the monthly fixed rent be less than the monthly fixed rent during the preceding year.

**C. DELINQUENT PAYMENT FEE**

In the event payment is not received by the tenth (10<sup>th</sup>) of the month, LESSEE shall be assessed and agrees to pay a delinquent payment fee of ten percent (10%) of the amount due and payable.

**3. ACCESS**

The LESSEE shall have the right of ingress and egress across the property of the Lessor in order to gain access to the airstrip at the Tulare Municipal Airport but LESSEE shall not damage the buildings or other property of the Lessor or any other person in so doing.

#### **4. OTHER COSTS**

##### **A. UTILITIES**

LESSEE shall be responsible for the payment of all utilities for the premises, including, but not limited to, water, sewer, trash collection, electricity, and gas, and shall have all said utilities placed in its own name. Lessee will be required to connect to City utilities within ten (10) years or sooner if required by other city departments after utilities are made available in the future in accordance with Master Plan Capital Improvement Program.

##### **B. TAXES**

LESSEE agrees to pay all lawful taxes, assessments, or charges which at any time may be levied by the Federal, State, County, CITY or any tax or assessment levying body upon any interest in this LEASE Agreement or any possessory right which LESSEE may have in or to the premises covered hereby or the improvements thereon by reason of its use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by it on or about said premises. A possessory interest subject to property taxation may be created. Notice is hereby given pursuant to the Revenue and Taxation Code that such possessory interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. LESSEE shall further comply with all laws, regulations and ordinances regarding the collecting of taxes due a local government agency and otherwise administer the same.

#### **5. USE OF PROPERTY**

LESSEE shall not use the premises for any purposes which are not directly related and connected with aviation and more particularly with the operation of an airport hangar without the express prior written permission of CITY. The granting of any such right for non-airport related usage by CITY shall be absolutely discretionary.

#### **6. CONDITION OF PREMISES**

A. LESSEE agrees to accept all property and facilities to be used pursuant to this LEASE Agreement in their presently existing condition, and all property and facilities to be used pursuant to this Agreement are acknowledged by LESSEE to be adequate for the purposes of this LEASE Agreement.

B. No alterations or changes of any nature to the facilities, building or structures and no additional building or improvements shall be made by LESSEE, unless prior written consent is first had and obtained from CITY, and any and all costs for alterations, changes, remodeling or re-adapting said facilities shall be at the sole cost of LESSEE. LESSEE shall be permitted to remove, upon termination of this Agreement, all personal property owned by LESSEE. However, should LESSEE breach any part of this Agreement resulting in termination of this Lease, items

deemed to be trade fixtures or other personal property attached to the buildings, structures and/or premises shall belong to CITY. All injury or damage caused by removal of personal property shall be repaired at LESSEE'S sole cost and expense within thirty (30) days of the termination or expiration of this Agreement.

C. Any items or things owned by CITY which LESSEE has, or has the right to use, under this Agreement, shall be the responsibility of LESSEE, and LESSEE accepts responsibility for their care and upkeep, and further agrees to replace such items in the event of loss, theft, vandalism fire or any other damage thereto including normal wear and tear. LESSEE expressly agrees that in the event of breach of this covenant, CITY may seek damages against LESSEE in lieu of replacement and said damages shall be the replacement cost of the items referred to above.

D. LESSEE may install aviation fuel tanks, pumps and other necessary equipment to supply aviation fuel for LESSEE's own use, provided that prior written notice of any intended installation is given to CITY at least sixty (60) days in advance, with appropriate plans and specifications; provided further that CITY gives its written consent; and provided further that all such equipment and installation meets all applicable federal, state, county, and city requirements.

## 7. MAINTENANCE OF PREMISES

LESSEE shall be responsible for general custodial services and upkeep to maintain and operate such premises in a clean, safe, wholesome and sanitary condition free of trash, garbage or obstructions of any kind in compliance with any and all present and future laws and general rules and regulations of any kind in compliance with any and all present and future laws and general rules and regulations of any governmental authority and minor repairs to all of the facilities. All operating equipment, special lighting, and similar supplies and provisions necessary to affect the purposes of this Lease Agreement, shall be provided and maintained by LESSEE at its sole expense.

## 8. LESSEE OPTION TO ABANDON PORTION OF LEASED PREMISES

At any time during this lease term, LESSEE shall have the option to abandon a portion of the leased premises, as identified in Exhibit "A" attached hereto and incorporated herein by this reference, by giving ninety (90) days written notice to CITY. In such case, the rent to be paid pursuant to Paragraph 2 above shall be adjusted pursuant to the following formula:

Parcel	78,371 sq. ft.	
Hangar	$- 7,200 \times .40 = \$2,880.00 \div 12 =$	\$240.00
Land Lease	$71,171 \times .09 = \$6,405.39 \div 12 =$	<u>533.79</u>
		\$773.79

## 9. CONSTRUCTION IMPROVEMENTS

Any improvements constructed on the premises by LESSEE, including those permitted under Section 6.D above, shall be made only after LESSEE has:

- A. Submitted a written request to CITY with sufficient plans and specifications at least sixty (60) days in advance;
- B. Obtained all required governmental approvals, including those of the CITY's Design Review Standards as administered by the CITY Planning Commission; and
- C. Received written authorization to proceed from CITY.

CITY shall have the right to inspect and approve all work done on said improvements.

#### **10. SIGNS, ADVERTISING AND APPROVAL OF NAME**

No signs, names or placards or advertising matter shall be inscribed, painted or affixed upon said premises, or circulated without the written consent of CITY being first had and obtained.

#### **11. SOUND DEVICES**

No sound producing device or loud speakers may be used by LESSEE without the written consent of CITY being first had and obtained.

#### **12. TITLE TO PROPERTY AND IMPROVEMENTS**

LESSEE hereby acknowledges that CITY has title in and to the premises in this Lease Agreement, including all property improvements erected thereon, and hereby covenants and agrees never to assail, contest, or resist said title.

#### **13. COMPLIANCE WITH ALL LAWS**

LESSEE shall comply with all laws, regulations and ordinances, including all local laws and the laws of the State of California and the United States, and the Rules and Regulations of the Federal Aviation Administration (FAA), and any other agency having the right to make rules and regulations concerning the operation of airports, with particular reference to safety matters and matters affecting the civil rights of any persons whatsoever.

#### **14. HOLD HARMLESS**

A. LESSEE hereby agrees to indemnify, defend and hold harmless CITY and its officers and employees from any damages alleged to have been caused by LESSEE'S activities upon the premises or its operation and maintenance thereof.

B. This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

## 15. INSURANCE

A. LESSEE shall secure and maintain throughout the entire term of this Lease agreement:

- 1) Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00 per accident.
- 2) Commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include blanket contractual liability, public liability insurance, and personal injury liability coverage. Such insurance shall (a) name CITY, its appointed and elected officials, officers, employees and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the CITY; and c) contain standard cross liability provisions.

B. LESSEE shall furnish properly executed certificates of insurance to CITY prior to commencement of this Lease Agreement, such certificates shall: (a) clearly evidence all coverages required above, (b) indicate whether coverage provided is on a claim made or occurrence basis, and (c) provide that such insurance shall not be materially changed, terminated or allowed to expire on 30 days prior written notice to CITY. Such insurance shall be maintained from the commencement of the Lease Agreement until the expiration of this Agreement if an occurrence policy form is used. If a claims made policy is used, coverage shall be maintained during the Lease Agreement term for a period extending five years beyond this Agreement expiration date. LESSEE shall replace such certificates for policies expiring prior to expiration of this Agreement as extended under this LEASE Agreement and shall annually furnish certificates five (5) years beyond the Lease Agreement terms, when LESSEE has a claims made form(s).

C. Should LESSEE, at any time during the term hereof, fail to maintain such insurance coverage which is required pursuant to this Agreement, CITY may at its option, without waiving any other of its remedies pursuant to applicable law or this Agreement, obtain such insurance at the expense of LESSEE. Any such sums so advanced by CITY shall be deemed to be additional rental hereunder and shall be due and payable upon representation of an invoice to LESSEE by CITY.

D. The insurance requirements under this Agreement shall not be waived, altered, amended, or otherwise changed, except upon the prior written authorization of the CITY. Acceptance by the CITY of an insurance certificate which does not comply with this Agreement, absent said written authorization, shall not constitute a waiver of the insurance requirements under this Agreement.

## 16. INSPECTION AND MAINTENANCE

The CITY shall have the right and privilege to enter upon said premises at any time to view the same, to make repairs or construct improvements thereon and to protect the CITY'S interest in the premises.



## 17. NOTIFICATION

A. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

To LESSEE at:

Tulare Mosquito Abatement District  
P.O. Box 1476  
Tulare, CA 93275

To CITY at:

Airport Manager  
CITY OF TULARE  
830 S. Blackstone Street  
Tulare, CA 93274

B. The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service. Notices as referred to in this paragraph shall include, but not be limited to, notices pertaining to the operation, maintenance and quality of service.

## 18. ASSIGNMENT AND SUBLETTING

### A. Assignment

This Agreement shall not be assigned or transferred by LESSEE without the prior written consent of the CITY, which consent shall be at the exclusive discretion of CITY. No assignee for the benefit of LESSEE'S creditors, and no trustee, receiver or referee in bankruptcy shall acquire any rights under this lease by virtue of this section. LESSEE agrees that CITY may hypothecate, pledge, assign or transfer this lease for any lawful purpose.

### B. Sublease

LESSEE shall have the right to sublease all or any portion of the leased premises only upon written consent of the CITY which may be granted at CITY'S discretion; provided, however, that the term of any sublease shall not extend beyond the terms of this lease. Any and all subleases shall be expressly made subject to all of the terms, covenants and conditions of this lease.

## 19. DEFINITION OF DEFAULT BY LESSEE

A. Each of the following events shall be a default by LESSEE and a breach of this Agreement:

- 1) Abandonment or surrender of the Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Agreement to be paid by LESSEE, including but not limited

to the Public Charges set forth herein, or to perform as required or conditioned by any other covenant or condition of this Agreement.

2) The subjection of any right or interest of LESSEE to attachment, execution, or other levy, or to seizure under legal process, if not released within 10 days provided that the foreclosure of any mortgage permitted by provisions of this Agreement relating to purchase or construction improvements shall be construed as a default within the meaning of this paragraph.

3) The appointment of a receiver to take possession of the Premises, or improvements, or of LESSEE'S interest in the leasehold estate, or of LESSEE'S operation on the Premises for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership (1) pursuant to administration of the estate of any deceased or incompetent LESSEE, or (2) instituted by CITY, the event of default being not the appointment of a receiver at CITY'S instance, but the event justifying the receivership, if any.

4) An assignment by LESSEE for the benefit of creditors or the filing of a voluntary or involuntary petition by or against LESSEE under any law or the purpose for adjudication of LESSEE'S liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudication, custody, and supervision are dismissed, vacated, or otherwise permanently stayed or terminated within 30 days after the assignment, filing or other initial event.

5) Failure to maintain said Premises as required pursuant to the terms of the Agreement.

6) Failure to provide insurance binders/certificates pursuant to Section 15 above.

## 20. NOTICE OF DEFAULT

As a precondition to pursuing any remedy for an alleged default by LESSEE, CITY shall, before pursuing any remedy, give notice of default to LESSEE and to all qualifying subtenants whose names and addresses were previously given to CITY in a notice or notices from LESSEE. A qualifying subtenant is a subtenant in possession under an existing sublease which is proper under this Agreement. If the alleged default is nonpayment of rent, taxes, or other sums to be paid by LESSEE as provided in the paragraph on rent, or elsewhere in this Agreement directed to be paid as rent, LESSEE shall have ten (10) days after notice is given to cure the default. For the cure of any other default, LESSEE shall act promptly and diligently after the notice commence to cure the default and shall have 10 days after notice is given to complete the cure plus any additional period that CITY agrees is reasonably required for the curing of the default. After expiration of the applicable time for curing a particular default, or before the expiration of that time in

the event of emergency, CITY may at CITY'S election, but is not obligated to, make any payment required of LESSEE under this Agreement or perform or comply with any covenant or condition imposed on LESSEE under this LEASE Agreement and the amount so paid, plus the reasonable cost of any such performance or compliance, plus interest on such sum at the rate of 12% per year from the date of payment, performance, or compliance (herein called "act"), shall be deemed to be additional rent payable by LESSEE due with the next succeeding installment of rent. No such act shall constitute a waiver of default or of any remedy for default or render CITY liable for any loss or damage resulting from any such act.

## 21. REMEDIES IN THE EVENT OF DEFAULT

A. If any default by LESSEE shall continue uncured, following notice of default as requested by this Agreement, for the period applicable to the default under the applicable provision of this Agreement, CITY has the following remedies in addition to all other rights and remedies provided by law or equity, to which CITY may resort cumulatively or in the alternative.

B. CITY may at CITY'S election terminate this Agreement by giving LESSEE Notice of Termination. On the giving of the Notice, all of LESSEE'S right in the Premises and in all improvements shall terminate in the time frame set forth in the Notice of Termination. Promptly after notice of termination, LESSEE shall surrender and vacate the Premises and all improvements in broom-clean condition, and CITY may reenter and take possession of the Premises and all remaining improvements and eject all parties in possession or eject some and not others or eject none; provided that no subtenant qualifying under non-disturbance provisions of this Agreement shall be ejected.

C. Termination under this paragraph shall not relieve LESSEE from the payment of any sum then due to CITY or from any claim for damages previously accrued or then accruing against LESSEE. CITY may at CITY'S election reenter the Premises, and, without terminating this Agreement, at any time and from time to time relet the Premises and improvements or any part or parts of them for the account and in the name of the LESSEE or otherwise. CITY shall apply all rents from reletting as in the provision on assignment or sub-rents. Any reletting may be for the remainder of the term or for a longer or shorter period. CITY may execute any leases made under this provision either in CITY'S name or in LESSEE'S name and shall be entitled to all rents from the use, operation, or occupancy of the Premises or improvements or both. LESSEE shall nevertheless pay to CITY on the due dates specified in this Agreement the equivalent of all sums required of LESSEE under this Agreement, plus CITY'S expenses, less the avails of any reletting or attornment. No act by or on behalf of CITY under this provision shall constitute a termination of this Agreement unless CITY gives LESSEE notice of termination.

D. CITY may at CITY'S election use LESSEE'S personal property and trade fixtures or any of such property and fixtures without compensation and without

liability for use or damage, or store them for the account and at the cost of LESSEE.

E. CITY shall be entitled to CITY'S election to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of ten (10%) percent per year from the due date of each installment. Avails of reletting or attorned sub-rents shall be applied, when received, as follows: (1) to CITY to the extent that the avails for the prior covered do not exceed the amount due and charged to LESSEE for the same period, and (2) the balance to LESSEE. CITY shall make reasonable efforts to mitigate LESSEE'S liability under this provision. CITY shall be entitled to CITY'S election to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination of this Agreement and the time of the claim, judgment, or other award, less the avails of all relettings and attornments and less all amounts by which CITY shall reasonably have mitigated those rental losses, plus interest on the balance at the rate of twelve (12%) percent per year, and (2) the "worth" at the time of the claim, judgment, or other award, of the amount by which the unpaid rent for the balance of the term exceeds the then fair rental value of the Premises minus any amounts of rental loss which LESSEE proves could be reasonably avoided.

## **22. WAIVER OF DEFAULT**

No waiver of default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppels, or otherwise. The subsequent acceptance of rent pursuant to this Agreement shall not constitute a waiver of any preceding default by LESSEE other than default in the payment of the particular rental payment.

## **23. WITHDRAWAL**

LESSEE agrees that at any time CITY determines usage of the premises or any portion thereof is required for parks, additional or new airport usage, street or other public purpose, CITY shall have the right to terminate or withdraw a portion thereof without payment for damage or loss, provided LESSEE is notified in writing 3 months prior to the termination or withdrawal.

## **24. ADDITIONAL BREACH OF AGREEMENT**

Notwithstanding any other breach of agreement provisions, should LESSEE create or allow to be created a nuisance on the premises described herein, CITY, at its sole discretion, may immediately declare this Agreement and all rights therein terminated.

## **25. MODIFICATION OF AGREEMENT**

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent, agree to modifications thereof or additions thereto in writing

which are not forbidden by law. CITY shall have the right to grant reasonable extensions of time to LESSEE for any purpose or for the performance of any obligation of LESSEE hereunder.

## **26. TERMINATION OF LEASE AGREEMENT**

This Agreement may be terminated by either party upon giving at least three (3) months notice in writing to the other party, and this Agreement may be modified or amended at any time by mutual agreement of the parties.

## **27. INTERPRETATION OF AGREEMENT**

The parties agree that the contract is to be performed in Tulare County, and any action arising out of the contract will be venued there or in the Eastern District of California of the United States District Courts. The parties agree to submit themselves to the jurisdiction of the court in any action relating to this Agreement or the enforcement or interpretation hereof.

## **28. WAIVER OF AGREEMENT TERMS**

No waiver of either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other terms, conditions or covenants herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of CITY to re-enter the premises or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege or option of any right or acquiescence therein. No notice to LESSEE shall be required to restore or revive time as of the essence after the waiver by CITY of any default. No option, right, power, remedy or privilege of CITY shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to CITY by this Agreement shall be deemed cumulative.

## **29. WAIVER OF CLAIMS**

LESSEE hereby waives any claim against CITY, its officers, agents or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this contract, or any part thereof or by any judgment or award in any suit or proceeding declaring this contract null, void or voidable or delaying the same or any part thereof from being carried out.

## **30. SECURITY**

LESSEE will be responsible for security of the CITY'S and LESSEE'S personal property at all times during the term of this contract. LESSEE shall not hold CITY responsible for loss or damage due to mischievous action on the part of the public.

### **31. TERMS BINDING ON SUCCESSORS**

All provisions of this Agreement shall extend to and be the successors and assigns of the CITY and upon the heirs, executors, and assigns of LESSEE. The provisions of this paragraph shall not a waiver of any of the conditions against assignment hereinbefore set forth.

### **32. DURATION OF PUBLIC FACILITIES**

By entering into this contract, CITY makes no stipulation as to the duration of the continued existence of the Tulare Municipal Airport, or the continuation of CITY ownership thereof.

### **33. TIME OF ESSENCE**

Time shall be of the essence in the performance of this contract.

### **34. HAZARDOUS SUBSTANCES**

No goods, merchandise or material shall be kept, stored or sold in or on said premises which is in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said premises, other than as is provided for in this contract, and no machinery or apparatus shall be used or operated on said premises which will in any way injure said premises or adjacent buildings, provided, however, that nothing in this paragraph contained shall preclude LESSEE from bringing, keeping or using on or about said premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its said business or from carrying on its business in all respects as is general or usual.

### **35. NON-DISCRIMINATION**

A. LESSEE and his employees shall not discriminate because of race, sex, color, national origin, ancestry, religion, creed, age, mental disability, physical handicap, medical condition, marital status and/or sexual orientation against any person by refusing to furnish such person any accommodation, facility, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of same, all subject to reasonable order of CITY.

B. In the performance of this Agreement, LESSEE will not discriminate against any employee or applicant for employment because of race, sex, color, national origin, ancestry, religion, creed, age, mental disability, physical handicap, medical condition, marital status and/or sexual orientation. LESSEE shall take affirmative action to ensure the applicants are employed and that employees are treated during employment without regard to their race, sex, color, national origin, ancestry, religion, creed, age, mental disability, physical handicap, medical

condition, marital status and/or sexual orientation. Such action shall include, but not be limited to the following:

Employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

LESSEE shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth these provisions.

### **36. ATTORNEYS' FEES**

If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which she/he/it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal court, whichever is applicable, in the County of Tulare, State of California, for any proceeding arising hereunder.

### **37. LESSEE USE OF WATER WELL**

The LESSEE shall have the right to use the existing well which is located approximately two hundred (200) feet from the southeast corner of the northwest/southeast runway of the Tulare Municipal Airport. The Lessor reserves the right to make said well available to other persons provided that such other persons pay their pro rata share of the cost of installing and maintaining the pumping plant. The Lessor does not guarantee the quantity or quality of water to be produced by the well and shall not in any way be held liable for the failure of the well to furnish water of sufficient quantity or quality to meet the requirements of the Lessee.

### **38. PEACEFUL SURRENDER**

LESSEE agrees that upon the termination of this Lease Agreement under any circumstances, it shall peacefully surrender occupancy and use of the leased premises to CITY.

IN WITNESS WHEREOF, the CITY, by its officer and representative thereunto duly authorized, and LESSEE have hereunto subscribed their names, the day and year first hereinabove written.

CITY OF TULARE

By: Richard O'Leary  
President of the Council

By: Marshall H. Noygaard  
LESSEE

ATTEST

By: Anna J. Vital  
Chief Deputy Clerk and Clerk of the  
Council of the CITY OF TULARE