

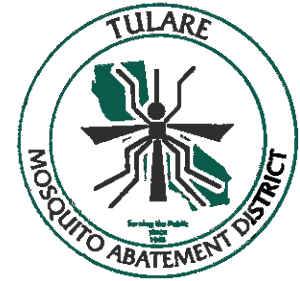
BOARD OF TRUSTEES

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
www.tularemosquito.com

GENERAL MANAGER
John Avila



The Tulare Mosquito Abatement District Board of Trustees regular Meeting will be held on Tuesday, May 14th at 1:00 p.m. at the District office located at Mefford Field in Tulare.

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 April 9th, 2019 Board of Trustee Meeting
3. Additions / Approval of Agenda
4. Payment of Check Numbers 5727 - 5766
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 21912 Transfer of Funds from Tulare County Fund #778 to the District's Union Bank Account # *****4408.
5. Report on Assemblyman Devon Mathis' visit to District on May 10th, 2019
6. Lien clearance from Aero Title - Final document
7. Report on Earth Day participation @ City of Visalia & Cigna Insurance
8. Review Change 26 to the Tulare Mosquito Abatement District's Board Policies to be effective 07/01/19 and take action for approval of proposed changes to the Board Policies.
9. Review planned Budget for FY 19/20 and take action to send the Budget forward to the Tulare County Auditor
10. Manager's Report
 - a. Completion of Form 700 due
 - b. Tulare Transit Express contract for bus ads
 - c. Area-Wide Warrant for inspections
11. 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 9th DAY OF APRIL 2019, AT
THE HOUR OF 1:00 P.M. OF SAID DAY**

Present at the meeting called at 1:20 p.m. at the place above designated were: Robert Clark, presiding, Stan Creelman, Robert Uchita, and Chuck Mayer. Charlie Pitigliano and Pat Nunes were absent. Also present at the Board Meeting were John Avila, District Manager, Michelle Dempsey, and Chad M. Lew, counsel for the District.

Agenda Item No. 1: Citizen Comments.

Robert Clark opened the floor to citizen comments, but there were no comments from the public.

Agenda Item No. 2: Review Minutes of March 19, 2019 and March 25, 2019 Board of Trustees Meetings.

The minutes of the meetings held on March 19, 2019 and March 25, 2019, were presented to the board in writing and reviewed. Upon a motion made by Chuck Mayer, seconded by, Stan Creelman, and unanimously carried, the minutes of the meeting held on March 19, 2019, were approved as presented. Upon a motion made by Chuck Mayer, seconded by, Stan Creelman, and unanimously carried, the minutes of the meeting held on March 25, 2019, were approved as presented.

Agenda Item No. 3: Additions / Approval of Agenda.

There were no additions to the agenda.

Agenda Item No. 4: Payment of Check Number 5694 - 5726, Electronic Fund Transfers (EFTPS) from Union Bank to the IRS for Social Security, Medicare and Federal Tax Payments, and Union Bank Charges and Credits.

The board members reviewed the District's Union Bank checking account, check numbers 5694 - 5726, the electronic fund transfers (EFTPS) for payment of Social Security, Medicare and Federal Tax Payments to the IRS, and the electronic debit payments from the District's Union Bank account. Upon a motion duly made by Stan Creelman, seconded by Chuck Mayer, and unanimously carried, the Union Bank checking account, check numbers 5694 - 5726, the electronic fund transfers (EFTPS) for payment of Social Security, Medicare and Federal Tax Payments to the IRS, and the electronic debit payments from the District's Union Bank checking account were approved.

Agenda Item No. 5: Payroll Conversion to Direct Deposit Through Quickbooks.

John advised the board that will now be paying the full-time employees by direct deposit through Quickbooks.

Agenda Item No. 6: Report on MVCAC Quarterly Meeting and Legislative Meetings in Sacramento.

John advised the board that he attended and participated with the MVCAC quarterly meeting in Sacramento, California. He reviewed with the board the issues and topics discussed during the quarterly meeting. John further advised that he was able to meet with and discuss issues facing the district with our local elected officials and their office staff.

Agenda Item No. 7: SDRMA Worker's Compensation 2019/2020 EMOD Rate.

John reported to the board that the SDRMA has notified the District that it will likely see a 32% premium increase related to its worker's compensation coverage for fiscal year 2019/2020.

Agenda Item No. 8: Report on CERBT Workshop in Fresno March 27th.

John advised that he and Michelle attended and participated at the CERBT workshop related to the prefunding of retirement benefits for the District. John advised the board that he planned on reaching out to other managers of districts to see if they liked the program.

Agenda Item No. 9: Discussion and Decision to Implement the CalPers 457 Roth.

John advised the board that CalPers now offers at Roth option on the 457 plan, which also allows for employees to elect a Roth conversion.

Agenda Item No. 10: District's Participation at Visalia's Earth Day Celebration on April 13th, 2019.

Michelle advised the board that the District will be participating in Visalia's Earth Day Celebration on April 13, 2019, outside of Imagine U Children's Museum in downtown Visalia. She will be providing the attendees with information and outreach related to the District's operation providing education information related to Zika virus, West Nile virus and vector control.

Agenda Item No. 11: Preliminary FY 19/20 Budget Presentation.

John provided the board with a preliminary review of his work on the fiscal year 2019/2020 District budget, which will be formally presented to the board for approval in the coming months.

Agenda Item No. 12: Manager's Report.

- a) Chicken Flock Preparation - John advised the board that the District has a flock of 13 chickens for use in detection of St. Louis Encephalitis and Western Equine Encephalitis.
- b) SDRMA Nominations for 2019 Board of Directors - John advised that nominations are open for the 2019 SDRMA Board of Directors if any Trustees are interested.
- c) Pawnee Transaction - John advised the board that the Aero Title was able to secure the clearance of the lien on the Pawnee in connection with its sale.

Agenda Item No. 12: Meeting Adjourned.

There being no further business to come before the board, upon a motion duly made by Robert Uchita, seconded by Stan Creelman, and unanimously carried, the special meeting was adjourned at 2:15 p.m.

SECRETARY

				Union
				Check #'s
				EFTPS
				E Debits
Full Time Employees				
6001	John Avila		2,549.11	DD1006
6001	Michelle Dempsey		2,304.10	DD1007
6001	Andrew Conard		1,947.76	DD1008
6001	Armando Gonzalez		1,914.22	DD1009
6001	Quirino Valencia		1,788.88	DD1010
6005	John Coleman		759.41	5727
6005	Johnathan Summers		624.99	5728
6005	Victor Zamora		1,584.59	5729
6004	CA Emp Dev Dept	UI, ETT, SDI & PIT	816.48	EFTPS
6004	Choice Builders	Monthly premium for employee Dental Vision & Life Insurance	968.50	5730
6008	Robert Clark	Board Meeting 4/9/19	100.00	5742
6008	Stan Creelman	Board Meeting 4/9/19	100.00	5743
6008	Robert Uchita	Board Meeting 4/9/19	100.00	5744
6008	Charles Mayer	Board Meeting 4/9/19	100.00	5745
6011	CalPERS (Employee)	Employee Additional deferred contribution	525.00	EFPTS
6011	CalPERS (Retirement)	PERS Retirement contribution Employer & Employees	2,059.39	EFTPS
6012	Union Bank	Federal Inc Tax., Employee/Employer Medicare & SS	4,111.22	EFTPS
Services & Supplies (2000)				
7001	Clarke	ULV Flushing solvent (2x2.5gal)	281.00	1,598.93 5728
7001	Clarke	Natular DT Tablet (2,500 Count)	1,317.93	
7001	ADAPCO	Teknar SC (1 tote)		9,749.35 5729
7001	Verizon Wireless	Field Communications	81.32	197.28 5730
7005	Verizon Wireless	Office Phones	115.96	
7009	Culligan	Bottled Water		38.75 5731
7021	C.P. Phelps	Vehicle Fuel		487.23 5732
7021	Valley Air Crafts	Repairs on Aircraft- wing repair & removal of equipment		2,572.90 5733
7021	Merle Stone	Hose for Truck #9		21.91 5734
7036	Cline's Business Equipment	IT support/maintenance	60.00	121.09 5735
7036		Monthly maintenance contract - copier	61.09	
7036	Valley Industrial	Servi Pre Employment Physical		120.00 5736
7043	McCormick, Kabot, Jenner, & Lew	Board Meeting 4/9/19		300.00 5746
7066	Vector-Borne Disease	Johnathan Summers Certification Test A & B		56.00 5747
7074	John Avila	MVCAC Qrty Sacramento-Meals & Lodging		677.71 5737
7062	City of Tulare	Land Rent	774.00	883.67 5738
7081		Water & Refuse Pickup Service	109.67	
Union Bank Charges				
7036		Direct Deposit Fee		8.75 E Debit
			<u>39,187.22</u>	

Full Time Employees

6001 John Avila			2,549.11	DD1011
6001 Michelle Dempsey			2,200.04	DD1012
6001 Andrew Conard			1,922.78	DD1013
6001 Armando Gonzalez			1,901.93	DD1014
6001 Quirino Valencia			1,688.89	DD1015
6005 Jesse Carver			369.42	5748
6005 John Coleman			1,183.68	5749
6005 Rene Rodriguez			1,464.96	5750
6005 David Servi			1,397.60	5751
6005 Johnathan Summers			1,087.36	5752
6005 Victor Zamora			1,217.69	5753
6004 CA Emp Dev Dept	UI, ETT, SDI & PIT		1,301.55	EFTPS
6004 CalPERS (Health)	Monthly Health Premium		12,575.03	EFTPS
6004 AFLAC (Employee)	Employee Additional Health After-Tax	565.88	603.48	5754
	Employee Additional Health Pre-Tax	37.60		
	Employee Additional 457 Roth		300.00	EFPTS
6011 CalPERS (Employee)	Employee Additional deferred contribution		425.00	EFPTS
6011 CalPERS (Employee)	PERS Retirement contribution Employer & Employees		2,059.39	EFTPS
6011 CalPERS (Retirement)	Federal Inc Tax., Employee/Employer Medicare & SS		5,346.34	EFTPS
6012 Union Bank				
Services & Supplies (2000)				
7001 Verizon (Verizon Wireless Fleet)	GPS System Monthly Charge (Feb)		285.00	5755
7001 Yosemite Linen Supply	Employee uniforms & related laundry service		613.78	5756
7001 California Industrial Rubber	Unlined Nitrile Gloves (6 Med & 6 Large)	30.53	224.86	5757
7001	Rubber Boot (3) & Unlined Nitrile Gloves (12 Med & 12 Large)	194.33		
7001 Kaltoft Company	Production Cost for Bus Ads		1,285.73	5,758.00
7001 Smith Sign & Decal	Property Sign		1,280.00	5,759.00
7001 Praxair	Dry Ice - Surveillance		155.07	5,760.00
7021 Lowes	Shop Supplies		563.54	-
7021 C.P. Phelps INC.	Fuel		1,156.19	-
7021 Morris Levin & Son	Shop Supplies		297.46	5,761.00
7021 Big Brand Tire & Service	New Tire - Truck #12		115.62	5,762.00
7043 McCormick, Kabot, Jenner, & Lew	3/11/2019 Email from John Avila	20.00	1,940.00	5,763.00
	3/11/2019 Email to and from John RE agenda special meeting	20.00		
	3/21/2019 Research airplane sale agreement; review proposed sale agreement from buyer; emails to and from John Re airplane sale; telephone conference with John RE airplane sale	600.00		
	3/22/2019 Conference call with AERO Title and John;draft Airplane Sales Contract, Bill of Sale; emails to and from John; telephone conference with John and Shawn Knight	700.00		
	3/25/2019 Attend special Board meeting; revise Airplane Sales Contract (no escrow emails to and from John and Shawn; three telephone conferences with John	600.00		
Union Bank Charges & Credits				
	4/30/2019 Statement		246.91	E Debits
7081	SC Edison		138.65	
7081	SoCal Gas		29.51	
7036	Union Bank - Positive Pay monthly maintenance fees		70.00	
7036	Direct Deposit Fee		8.75	
U.S.Bank Charges & Credits				
	4/18/2019 Statement		981.85	5,766.00
7001	Digital Deployment	Streamline March Website	200.00	
7001	PFC Products	Badges for Surveillance x2	37.32	
7001	MVCAC	Yearbooks	40.00	
7001	Costco	Awnings, etc for Chickens	79.16	
7001	Tractor Supply	Chickens	78.83	
7005	AT&T	Monthly Faxline	10.60	
7009	Little Caesars	Safety Training Lunch	42.50	
7009	Costco	Household Supplies	50.42	
7036	Amazon.com	Office Supplies - Misc	54.20	
7036	Unwired	Monthly Internet	135.97	
7066	FedEx	Aircraft sale/overnight pkg	49.85	
7066	AeroTitle	Clearance of Lien	120.00	
7074	MVCAC Meetings	Meals @ Quarterly meeting	83.00	

48,740.26

TULARE MOSQUITO ABATEMENT DISTRICT

FY 18/19 Budget

April 30, 2019

	<i>Appropriations</i>	<i>Expenditures</i>	<i>Remaining</i>
Salaries & Employees Benefits (1000)			
6001 Regular Salaries *	367,940.00	297,062.54	70,877.46
6004 Benefits			-
Health Insurance	177,698.00	135,400.77	42,297.23
EDD Unemployment Insurance 6.2% X 7,000 of employees pay	5,486.00	3,329.38	2,156.62
EDD Disability Insurance 1.0% X of employees salary	5,099.00	3,710.36	1,388.64
EDD Employment Training Tax rate 0%	-		-
Life Insurance	1,260.00	1,009.90	250.10
6005 Extra Help	120,544.00	73,969.82	46,574.18
6008 Directors Fees	7,200.00	4,400.00	2,800.00
6011 Retirement PERS	26,656.00	28,266.54	(1,610.54)
Classic members 7.2% X Gross Salary			-
New Public Employee Pension Reform Act (PEPRA) members (6.533% X Gross Pay)			-
6012 Social Security (7.65% of employee pay)	37,788.00	28,340.68	9,447.32
6015 Workers' Compensation Insurance	23,100.00	-	23,100.00
	<u>772,771.00</u>	<u>575,489.99</u>	<u>197,281.01</u>
Services & Supplies (2000)			
7001 Agriculture	494,276.00	186,740.04	307,535.96
7005 Telecommunications	2,502.00	1,239.68	1,262.32
7009 Household Expense	5,292.00	1,497.52	3,794.48
7010 Insurance	33,000.00	6,102.84	26,897.16
7021 Maintenance of Equipment	107,000.00	42,366.36	64,633.64
7024 Maintenance - Bldg & Improvements	17,055.00	14,978.80	2,076.20
7027 Memberships	14,198.00	9,930.00	4,268.00
7036 Office Expense	8,412.00	9,271.94	(859.94)
7043 Professional & Special Expense	11,359.00	14,760.00	(3,401.00)
7059 Publications and Legal Notices	296.00	-	296.00
7061 Rents & Leases - Equipment	262.00	-	262.00
7062 Rent & Leases - Bldg & Improvements	12,216.00	7,740.00	4,476.00
7065 Small Tools & Instruments	2,297.00	471.47	1,825.53
7066 District Special Expense	15,682.00	13,065.42	2,616.58
7074 Transportation & Travel	7,593.00	2,910.09	4,682.91
7081 Utilities	5,284.00	3,619.14	1,664.86
	<u>736,724.00</u>	<u>314,693.30</u>	<u>422,030.70</u>
Other Charges (3000)			
7407 Contributions to other Agencies	2,500.00	-	2,500.00
7425 Taxes & Assessments	38,000.00	17,893.50	20,106.50
	<u>40,500.00</u>	<u>17,893.50</u>	<u>22,606.50</u>
Fixed Assets (8000-8300)			
Purchase of Surveillance Vehicle	25,000.00	25,157.54	(157.54)
	<u>25,000.00</u>	<u>25,157.54</u>	<u>(157.54)</u>
Working Budget	1,574,995.00	933,234.33	641,760.67
* Appropriation for Contingencies			-
Total Appropriations	1,574,995.00	933,234.33	641,760.67
** General Reserves	5,384,500.00		5,384,500.00
Reserve for Asphalt Removal & Replacement	125,000.00		125,000.00
Reserve for Emergency Invasive Aedes Outbreak	250,000.00		250,000.00
Reserve for Replacement of Vehicles/Tablets	215,000.00		215,000.00
Total Budget	7,549,495.00		6,616,260.67
Tulare County Account # 778 Balance	5,731,831.13		
Union Bank Account # 2740034408 Balance	<u>93,256.60</u>		
TMAD Current cash balance	<u>5,825,087.73</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

**SPECIAL DISTRICT
ORDER TO DISBURSE FUNDS**

Board Order No. _____

Budget No.	Fund No.
S8496	778


Name of District TULARE MOSQUITO ABATEMENT DISTRICT

It is hereby ordered that the County Auditor draw his warrants on the above district fund for payment of the attached claims No. 21912 to No. _____ inclusive* in the amounts indicated.

The attached claims have been "audited" by the district and any corrections are shown on the claim.

The total amount ordered paid on this date is \$ 300,000.00

*List exceptions here



President or Director

**John Avila,
General Manager**

Secretary or Director

Director

Director

05/14/19
Date of Board Meeting

INSTRUCTIONS:

*Prepare in duplicate and
distribute as follows:*

1. Original with claims to Auditor's office.
2. Retain duplicate in district files.

COUNTY AUDITOR'S USE ONLY

Warrants No. _____ to _____

Claims No. _____ to _____

Dated _____

Reviewed by _____

6

ORIGINAL DOCUMENT
FILED AT THE F.A.A. BY
DATE: AEROtitle

4/10/19

TIME: 11:07 AM
Custer

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

THIS FORM SERVES TWO PURPOSES

PART I acknowledge the recording of a security conveyance covering it
PART II is a suggested form of release which may be used to release the conveyance.

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

RICHARD N SMITH

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Bank of America NA fka Bank of America
National Trust and Savings Assoc. fka Security Pacific National Bank

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER

N4517Y

AIRCRAFT SERIAL NUMBER

25-1467

AIRCRAFT MFR. (BUILDER) and MODEL

PIPER PA-25-235

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. And MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 03/28/1978 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE
FAA AIRCRAFT REGISTRY ON 04/19/1978 AS CONVEYANCE NUMBER Q78432

PART II - RELEASE - (This suggested release form may be executed by the secured party and returned to the FAA Aircraft Registry when terms of the conveyance have been satisfied. See below for additional information.)

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT IT IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED: PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, P.O. Box 25504, Oklahoma City, Oklahoma 73125

DATE OF RELEASE: 04/01/2019

Bank of America NA
(Name of security holder)
SIGNATURE (in ink) Pamela Sheffield
TITLE OFFICER, PAMELA SHEFFIELD

ACKNOWLEDGEMENT

(If Required By Applicable Local Law):

(A person signing for a corporation must be a corporate officer or hold a managerial position and must show title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR).

8

Tulare Mosquito Abatement District

SUBJECT: CHANGE TO Tulare Mosquito Abatement District Board Policies

The attached revision constitutes Change 26 to the Tulare Mosquito Abatement District Board Policies manual. This manual was adopted by the Board of Trustees on April 8, 1997.

Action

Remove

Insert

Chapter 14.9 - page 54

Chapter 14.9 - page 54

POST - Manual update Record sheet in front of manual

Change Number 26 Date Entered / /

14.9 MECHANIC/TECHNICIAN

DEFINITION. Aside from the duties listed in 14.6 Field Technician, the Mechanic/Technician is responsible for servicing and maintaining the District's vehicle fleet and directing the Field & Seasonal technicians in doing so in a professional and serious manner.

The Mechanic/Technician exercises considerable judgment in organizing and carrying out details involved in his/her assignment and may be given varying degrees of responsibilities aside from those duties.

The Mechanic/Technician is responsible for scheduling his/her shop duties to coincide with effectively covering his/her assigned area (zone) and for exercising good judgement as described in the Field Technician's duties (14.6)

EXAMPLES OF DUTIES

- a. Along with the duties described in the 14.6 Field Technician's "Examples of Duties" the Mechanic/Technician will be responsible for the fabrication of equipment, transformation of spray gear on vehicles and the modification of such vehicles in order to prepare for spraying applications out in the field as well as the calibration of said spray equipment.
- b. Building(s) and office remodeling, adapting these as needed to provide better and more sufficient use of said areas as well as the constructing of various types of shelters such as chicken coops and other needed items.
- c. Directing staff in their responsibilities of maintaining their vehicles ie; using the hydraulic lift, change and maintain oil and other vehicle fluid levels, etc.
- d. Preparing vehicles for biennial smog inspections and making sure reports are filed with the California Department of Toxic Substances Control.

QUALIFICATIONS

Graduation from high school. Experience and background in the maintenance and mechanics of modern-day vehicles is extremely necessary.

KNOWLEDGE AND ABILITIES

Experience and knowledge of general problems and techniques of mosquito control including the use of pesticides and safety precautions. Ability to work independently and responsibly; to organize and conduct assigned mosquito abatement field operations and effectively work with other employees and the public. Experience in the fabrication of equipment is a must.

SPECIAL REQUIREMENTS

Possession of a valid CA driver's license with a good driving record and be insurable using the guidelines of our insurance carrier. Certificate of competence issue by the State of California Department of Health, Vector Control Technician Category B.

14.5 FIELD TECHNICIAN

DEFINITION Under direction, to perform inspection and control operations in an assigned zone of the Mosquito Abatement District. Do related work as assigned such as; office duties, vehicle maintenance, mosquito identification and source reduction activity to allow operational areas of the District to function properly.

The Field Technician exercises considerable judgment in organizing and carrying out details involved in his/her assignment.

The Field Technician may be given varying degrees of responsibility for the provision of advice and assignment to property owners in the abatement of mosquito sources on their property; however controversial problems encountered will be coordinated with the Manager for resolution.

The Field Technician is responsible for scheduling his inspections and operations to effectively cover his/her assigned area and for exercising good judgment in evaluating vector producing conditions and choosing the most effective control method for a particular situation.

EXAMPLES OF DUTIES

- a. Surveys assigned area for mosquito breeding sources, such as ponds, catch basins, marshy areas, cesspools, household drains, pastures and other crop areas. The Field Technician maintains an awareness of irrigation patterns and practices and other factors conducive to mosquito breeding and of significance to timing of operations; inspects sources for mosquito breeding, determines species and/or stages of development and notes other factors, such as terrain winds, and plant growth involved; applies pesticides as indicated, selecting appropriate material, dosage rates, and implements to obtain proper coverage and results; as needed, initiates requests for aircraft or ground application of pesticides and accomplishes monitoring necessary for effective results; keeps records of work accomplished; works with local citizens and advises regarding mosquito breeding problems, need for control, source reduction, and explains the reason for the Technician's presence on their property.
- b. Performs premise inspection, for mosquito sources; applies pesticides to infested sources, prepares inspection reports, and advises property owners regarding improper conditions; corrects situations needing attention and reports actions to the Manager.
- c. Drives automotive equipment which may be outfitted with powered and hand spray equipment; keeps equipment in working order, performs maintenance and repairs. May be assigned on an as-needed basis to lubricate

automotive equipment and to assist in maintenance and repair of buildings and grounds.

- d. Prepares and revises operational maps of zones and areas in the District, including properties, ponds, topographic characteristics, and other features relevant to mosquito control operations; records significant changes on maps and compiles data as directed on work done, types of service, costs and mosquito population history, and otherwise assists in collecting and compiling data.
- e. Performs, assists or supervises small crews in the dissemination of mosquito fish and/or other biological control agents to mosquito producing habitats.
- f. Attends training sessions; reads agency manuals, and otherwise keeps informed of policies and procedures; keeps Manager informed of progress and problems, and requests consultation as required.
- g. May be assigned responsibility for operating in a specialized functional area such as premise inspections, dairy drains, septic tank and cesspool inspections, performing source surveys, light trap collection and other functions in the agency's program.

QUALIFICATIONS

Equivalent to graduation from high school (appropriate work experience such as to develop a level of general knowledge and literacy equivalent to a high school education may be substituted for the required education on a year for year basis).

KNOWLEDGE AND ABILITIES

Some knowledge of mechanics, general problems and techniques of mosquito control, including the use of pesticides and safety precautions; ability to work independently and responsibly; to organize and conduct assigned mosquito abatement field operations, to make accurate observations and to keep detailed records; ability to work cooperatively and effectively with other employees and the public; and to evaluate situations accurately, and to maintain and appreciate safety precautions.

SPECIAL REQUIREMENTS

Possession of a valid California Driver's License . Certificate of competence issued by the State of California, Department of Health entitled "Certified Technician-Mosquito Control.

To: Tulare Mosquito Abatement District Board of Trustees

#9

Subject: Information for review and action on Proposed FY 19/20 District Budget

The following information is included with your agenda to review District operations and taking action on the Proposed Budget allocations for District Operations in FY 19/20 by the June Board meeting. Over-all the planned Working Budget is up 3% from current Fiscal Year budget. **TAB 1** shows the estimated funds remaining for individual categories in our current FY 18/19 Budget ending on June 30 as of May 1st (per county documents). The amount of funds remaining in the **Working Budget** is \$ 641,760. The total remaining for the present Budget is \$6,616,260. We do not anticipate using any funds from General Reserves of \$5,384,500.00. We also do not anticipate using reserves for Asphalt Removal and Replacement \$ 125,000.00, Emergency Invasive Aedes Outbreak \$ 250,000.00 or Replacement of Vehicles & Tablets \$ 215,000.00 included in this current Budget Year 18/19. **TAB 2 Reviews** the Revenue Status of the District from FY 16/17 through the Proposed Budget for FY 19/20. The updated amount of tax money and other revenue we estimate from all categories for our present FY 18/19 Budget is \$ 1,557,100.00. This figure includes \$60,000 of proceeds collected from the sale of the Pawnee via wire transfer. It also includes \$42,530 of money granted to the District last year from the State to help combat Invasive Aedes. It also includes an estimated \$500,000 of revenue to come from April thru June which is a conservative figure. The anticipated income for planning the FY 19/20 Proposed Budget has been estimated to be approximately 1,500,000. This also is a conservative figure based on County revenues from past years. Actual County estimates are released in October. The estimate Cash Balance carrying over from FY 18/19 to 19/20 will be about \$6,075,087. I'm estimating a total of \$250,000 remaining expenditures in May & June. I believe this amount will be within a few thousand dollars of what we will spend.

Tab 3 reflects appropriations budgeted for the Proposed FY 19/20 Budget.

The funds are divided into a **Working Budget** of \$1,633,700.00. Appropriation for Contingencies \$245,055 (15% of the Working Budget), General Reserves of \$5,384,500 which includes Reserves for removal and replacement of Asphalt \$125,000, Reserves for possible Emergency Invasive Aedes outbreak \$250,000 and Replacement of District Vehicles and mobile tablets \$215,000. These Reserves have been set to reflect current rates and possible increased costs.

Expenditures for Categories in the Proposed Budget have been adjusted as follows:

Salaries & Employees Benefits (1000)

Category 6001 Regular Salaries and Category 6005 Extra Help (hourly wages) have been funded for a 2.4 % increase (see **Tabs 4 & 5**) and proposed Step raises during the fiscal year. Category 6004 Benefits - Health insurance coverage funding has been increased by 6 % in anticipation of any possible increase to the 2020 rates (Refer to **Tab 6** for a breakdown of the Salary and Benefits). **Tab 7** demonstrates the breakdown for health insurance by both fulltime staff and retirees – individually. Pers Health rates are figured on a calendar year therefore rates for January through June of 2020 are not known until rates are released in July or August, thus an increase is reflected in the new budget as a safeguard. The current Fiscal Year Health Insurance cost will end up at around \$165,000.00. Category 6011 Retirement and Category 6012 Social Security are funded at the required percentages for the salaries and wages included in the budget. Category 6015 is also funded for the salaries and hourly wages included in the budget and is the last known rate anticipated from our insurer Special Districts Risk Management Authority. SDRMA bills the District in advance of the FY for both Worker's Comp and District liability insurance and are due before June 30 therefore payments for FY 19/20 are made in FY 18/19 and so forth.

Services & Supplies (2000)

Categories in Services and Supplies have been funded based on prior years as well as educated estimates on what we expect to spend in the coming FY. Category 7001 Agriculture, the highest appropriated category, is being funded 40,000 less than the current FY, continuing the course the Board has directed the past 3 years which is nearly half the amount from FY 16/17. I don't expect expenditures in this category to differ much from the current FY to the next except for plans to install our own fish hatchery. I believe it's time for us to move forward and get with the program most other Districts are using to raise their own fish. Our nearest neighboring District is currently in the process of putting together their own system and this would be very comparable to what they're doing but on a smaller scale. The estimate discussed at the last Board meeting would cost us around \$15,000.00. This would help our program keep fish on hand at the District as opposed to spending valuable time having technicians bringing them in from where they can find them in the field. Category 7021, Maintenance of Equipment, is being funded almost the same as FY 18/19, this due to our aging fleet of vehicles and the decision to maintain said vehicles as opposed to selling them off early. Category 7043 was increased 38% to maintain a positive amount as it was slightly underfunded in the current budget. I've increased categories 7066 & 7074 for staff to attend the AMCA Conference in Portland next spring and to give an opportunity for staff to attend the annual MVCAC conference being held in San Diego in late January 2020.

Other Charges (3000)

Category 7425 the fee Tulare County charges to collect and provide our stipend of tax collected is increased by 8% to cover any projected increase however these costs are usually absorbed in "Revenue" as the County subtracts these costs twice a year from our revenues so there is never an actual payment to the county for the specified amounts.

Fixed Assets (8000-8300)

I've included \$40,000 in the Fixed Assets category to purchase a new one ton truck in order to begin replacing an aging fleet of one tons. Refer to **Tab 8** for a copy of the last time the District replaced a one ton vehicle. I'm anticipating the vehicle to be more expensive than it was 10 years ago. As was discussed in previous Board meetings, GM has dramatically cut down the available number of trucks to CMAS. I plan to request bids from local dealers (see 2nd page to **Tab 8**). Once the deadline for the bids is done I will have the pricing available from CMAS. The Board can then compare the pricing between the CMAS contract and local dealers and decide.

Manager's Closing Statement

As demonstrated throughout this Budget narrative, the District's financial picture is solid. We have the funds to withstand emergencies and as the District's manager I intend to keep the financial situation solvent. With that being said, I want to stress to the Board that expending funds on putting our message out to the public is paramount to our mission. Hiring seasonal staff to continue our increased surveillance, placing ads on City transit buses and are presence at the County Fair are all important measures we have implemented, and they're all invaluable tools helping us do our job. Another important part of our surveillance are the tools we use in our laboratory. We will be adding a "Chill Table" (**See Tab 9**) in the coming FY. This is a unit that will keep adult mosquitoes cold so that any viruses they may be carrying are not compromised during the counting and separating process once they come in from the field. Not only will this help in virus detection, but it will also help speed up the process when staff are bringing in traps from the field and time is of the essence during counting and separation.

John Avila

TAB Listing:

1. Estimated Ending Budget Balance FY 18/19
2. District Revenue Status FY 16/17 to FY 18/19
3. Proposed Budget for FY 19/20
4. Proposed Compensation Plan
5. Consumer Price Index, West Region – March 2019
6. Salary & Benefit Breakdown
7. Health Insurance Breakdown
8. Most recent one ton vehicle purchase
9. Bio Quip “Chill Table” – visual and pricing

TULARE MOSQUITO ABATEMENT DISTRICT

FY 18/19 Budget

April 30, 2019

	<i>Appropriations</i>	<i>Expenditures</i>	<i>Remaining</i>
Salaries & Employees Benefits (1000)			
6001 Regular Salaries *	367,940.00	297,062.54	70,877.46
6004 Benefits			-
Health Insurance	177,698.00	135,400.77	42,297.23
EDD Unemployment Insurance 6.2% X 7,000 of employees pay	5,486.00	3,329.38	2,156.62
EDD Disability Insurance 1.0% X of employees salary	5,099.00	3,710.36	1,388.64
EDD Employment Training Tax rate 0%	-		-
Life Insurance	1,260.00	1,009.90	250.10
6005 Extra Help	120,544.00	73,969.82	46,574.18
6008 Directors Fees	7,200.00	4,400.00	2,800.00
6011 Retirement PERS	26,656.00	28,266.54	(1,610.54)
Classic members 7.2% X Gross Salary			-
New Public Employee Pension Reform Act (PEPRA) members (6.533% X Gross Pay)			-
6012 Social Security (7.65% of employee pay)	37,788.00	28,340.68	9,447.32
6015 Workers' Compensation Insurance	23,100.00	-	23,100.00
	<u>772,771.00</u>	<u>575,489.99</u>	<u>197,281.01</u>
Services & Supplies (2000)			
7001 Agriculture	494,276.00	186,740.04	307,535.96
7005 Telecommunications	2,502.00	1,239.68	1,262.32
7009 Household Expense	5,292.00	1,497.52	3,794.48
7010 Insurance	33,000.00	6,102.84	26,897.16
7021 Maintenance of Equipment	107,000.00	42,366.36	64,633.64
7024 Maintenance - Bldg & Improvements	17,055.00	14,978.80	2,076.20
7027 Memberships	14,198.00	9,930.00	4,268.00
7036 Office Expense	8,412.00	9,271.94	(859.94)
7043 Professional & Special Expense	11,359.00	14,760.00	(3,401.00)
7059 Publications and Legal Notices	296.00	-	296.00
7061 Rents & Leases - Equipment	262.00	-	262.00
7062 Rent & Leases - Bldg & Improvements	12,216.00	7,740.00	4,476.00
7065 Small Tools & Instruments	2,297.00	471.47	1,825.53
7066 District Special Expense	15,682.00	13,065.42	2,616.58
7074 Transportation & Travel	7,593.00	2,910.09	4,682.91
7081 Utilities	5,284.00	3,619.14	1,664.86
	<u>736,724.00</u>	<u>314,693.30</u>	<u>422,030.70</u>
Other Charges (3000)			
7407 Contributions to other Agencies	2,500.00	-	2,500.00
7425 Taxes & Assessments	38,000.00	17,893.50	20,106.50
	<u>40,500.00</u>	<u>17,893.50</u>	<u>22,606.50</u>
Fixed Assets (8000-8300)			
Purchase of Surveillance Vehicle	25,000.00	25,157.54	(157.54)
	<u>25,000.00</u>	<u>25,157.54</u>	<u>(157.54)</u>
Working Budget	1,574,995.00	933,234.33	641,760.67
* Appropriation for Contingencies			-
Total Appropriations	1,574,995.00	933,234.33	641,760.67
** General Reserves	5,384,500.00		5,384,500.00
Reserve for Asphalt Removal & Replacement	125,000.00		125,000.00
Reserve for Emergency Invasive Aedes Outbreak	250,000.00		250,000.00
Reserve for Replacement of Vehicles/Tablets	215,000.00		215,000.00
Total Budget	7,549,495.00		6,616,260.67
Tulare County Account # 778 Balance	5,731,831.13		
Union Bank Account # 2740034408 Balance	<u>93,256.60</u>		
TMAD Current cash balance	5,825,087.73		

* 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.

TMAD Revenue & Cash Balance Status				
	FY 16/17	FY 17/18	FY 18/19	FY 19/20
			as of 3/31/19	<Estimated>
Tax Income				
4001 Property Tax Current Secured	1,196,569	1,263,060	752,694	1,223,210
4006 Property Tax Current Unsecured	68,463	74,679	74,830	68,600
4008 Property Tax Prior Secured	24,606	24,790		24,700
4009 Property Tax Prior Unsecured	1,398	2,281	633	1,840
4030 Supp Tax Current Secured	15,852	22,729	9,583	19,300
4033 Supp Tax Prior Secured	2,496	2,405	87	2,450
4055 Timber Yield	-	-		
4060 Residual Dist	52,134	55,021	14,515	53,500
4069 PT Facilities	24,049	25,053	12,920	25,000
4801 Interest	61,168	77,640	80,876	69,500
5000 I/G Revenues	-	216	176	200
5050 Property Tax Relief	11,953	11,738	5,828	11,700
Misc Income				
5805 Misc. Revenue	-	3,154	-	-
5838 Insurance Proceeds/Rec	-	23,843	-	-
7000 Miscellaneous Revenue	6,193	6,424	62,428	
Health Dept Funding		23,776	42,530	
Total Revenue	1,464,881	1,616,809	1,057,100	
Total Revenue estimated to receive			500,000	\$ 1,500,000
			1,557,100	
CASH BALANCE				
County Cash Balance (05/01/19)			5,731,831	
Union Bank Balance (05/01/19)			93,256	
Estimated expenses for May & June			(250,000)	
Estmiated revenues for May & June			500,000	
Estimated Cash Balance at beginning of FY 19/20			6,075,087	

Tab 2

TULARE MOSQUITO ABATEMENT DISTRICT
FY 19/20 Budget

July 1, 2019

Appropriations

Salaries & Employees Benefits (1000)

6001 Regular Salaries *	385,000
6004 Benefits	
Health Insurance	170,000
EDD Unemployment Insurance 6.2% X 7,000 of employees	5,048
EDD Disability Insurance 1.0% X of employees salary	5,500
EDD Employment Training Tax rate 0%	-
Life Insurance	1,452
6005 Extra Help	123,000
6008 Directors Fees	7,200
6011 Retirement PERS	
Classic members 7.159% X Gross Salary	40,000
New Public Employee Pension Reform Act (PEPRA) members (6.555% X Gross Pay)	
6012 Social Security (7.65% of employee pay)	40,000
6015 Workers' Compensation Insurance	35,000
	812,200

Services & Supplies (2000)

7001 Agriculture	450,000
7005 Telecommunications	2,500
7009 Household Expense	5,000
7010 Insurance	50,000
7021 Maintenance of Equipment	105,000
7024 Maintenance - Bldg & Improvements	15,000
7027 Memberships	14,000
7036 Office Expense	13,500
7043 Professional & Special Expense	19,500
7059 Publications and Legal Notices	500
7061 Rents & Leases - Equipment	500
7062 Rent & Leases - Bldg & Improvements	12,500
7065 Small Tools & Instruments	2,500
7066 District Special Expense	25,000
7074 Transportation & Travel	20,000
7081 Utilities	7,000
	742,500

Other Charges (3000)

7407 Contributions to other Agencies	2,500
7425 Taxes & Assessments	36,500
	39,000

Fixed Assets (8000-8300)

Replacement of One ton truck	40,000
	40,000

Working Budget

	1,633,700
* Appropriation for Contingencies	245,055
Total Appropriations	1,878,755

** General Reserves	\$ 5,384,500
Reserve for Asphalt Removal & Replacement	125,000.00
Reserve for Emergency Invasive Aedes outbreak	250,000.00
Reserve for Replacement of Vehicles/Tablets	200,000.00
	\$ 7,838,255

* 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.

COMPENSATION PLAN
Effective date 07/01/19

Includes a 2.4% COLA Increase for all positions

Compensation of employees will be in accordance with the following schedule for the District Manager, Operations Director, Field Technicians, Secretary and all Seasonals:

District Manager

The District Manager is hired by and serves at the pleasure of the Board of Trustees. He is an agent of the Board of Trustees and his salary shall be determined by the Board of Trustees.

	Annual Salary
Step 1	\$ 88,065
Step 2	\$ 94,230
Step 3	\$ 100,826
Step 4	\$ 107,884
Step 5	\$ 115,436

Operations Director

The Operations Director is hired and supervised by the District Manager

	Annual Salary
Step 1	\$ 71,219
Step 2	\$ 74,068
Step 3	\$ 77,030
Step 4	\$ 80,112
Step 5	\$ 83,317

Field Technician

The Field Technicians are hired by the District Manager and supervised by the Operations Director

	Annual Salary
Step 1	\$ 53,052
Step 2	\$ 55,706
Step 3	\$ 58,491
Step 4	\$ 61,417
Step 5	\$ 64,487

Seasonal Field Technician

The Seasonal Field Technician is hired and supervised by the District Manager

	Hourly Salary
Step 1	\$ 25.51
Step 2	\$ 26.78
Step 3	\$ 28.13
Step 4	\$ 29.53
Step 5	\$ 31.01

Seasonal Surveillance and Seasonal Technician

Seasonal Surveillance is hired and supervised by the Operations Director
Seasonal Technicians are hired by the Manager and supervised by the Operations Director

	Hourly Rate
Step 1	\$ 16.44
Step 2	\$ 17.25
Step 3	\$ 18.14
Step 4	\$ 19.03
Step 5	\$ 19.98

Mechanic/Field Technician

The Mechanic/Field tech is hired and supervised by the District Manager

	Annual Salary
Step 1	\$ 55,803
Step 2	\$ 58,594
Step 3	\$ 61,523
Step 4	\$ 64,599
Step 5	\$ 67,829

Secretary/Bookkeeper

The Secretary/Bookkeeper is hired and supervised by the District Manager

	Annual Salary	Hourly
Step 1	\$ 39,106	\$ 18.80
Step 2	\$ 41,064	\$ 19.74
Step 3	\$ 43,118	\$ 20.73
Step 4	\$ 45,273	\$ 21.77
Step 5	\$ 47,537	\$ 22.85

Documents/Budget/FY1920/CurrentCompensationPlan

Western Information Office

Consumer Price Index, West Region — March 2019

Area prices were up 0.4 percent over the past month, up 2.4 percent from a year ago

Prices in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.4 percent in March, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) The March increase was influenced by higher prices for shelter and gasoline. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 2.4 percent. (See [chart 1](#) and [table A](#).) Energy prices declined 0.6 percent, largely the result of a decrease in the price of gasoline. The index for all items less food and energy increased 2.7 percent over the year. (See [table 1](#).)

News Release Information

19-627-SAN

Wednesday, April 10, 2019

Contacts

Technical information:

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BL.SinfoSF@bls.govwww.bls.gov/regions/west

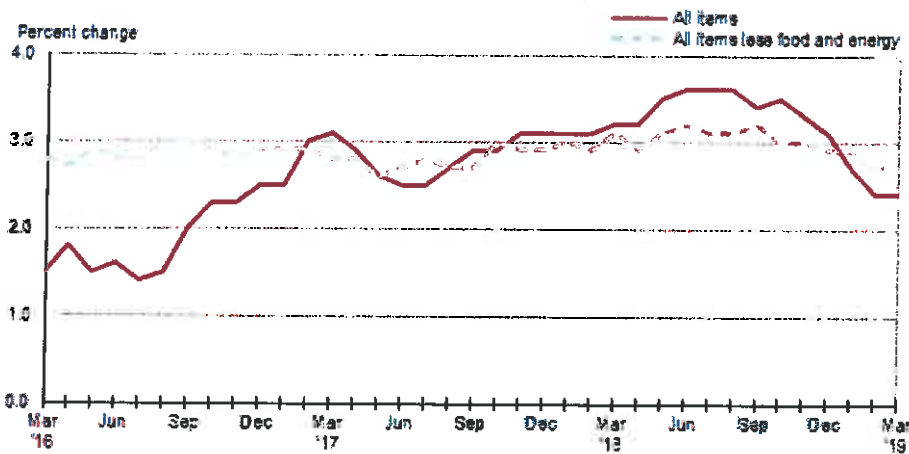
Media contact:

(415) 626-2270

PDF

 [PDF version](#)

Chart 1. Over-the-year percent change in CPI-U, West region, March 2016–March 2019



Food

Food prices increased 0.2 percent for the month of March. (See [table 1](#).) Prices for food away from home advanced 0.3 percent, and prices for food at home inched up 0.1 percent for the same period.

Over the year, food prices rose 2.4 percent. Prices for food away from home increased 3.4 percent since a year ago, and prices for food at home increased 1.6 percent.

Energy

The energy index increased 2.5 percent over the month. The increase was mainly due to higher prices for gasoline (3.9 percent). Prices for electricity advanced 0.7 percent, and prices for natural gas service increased 0.3 percent for the same period.

Energy prices declined 0.6 percent over the year, largely due to lower prices for gasoline (-1.3 percent). Prices paid for natural gas service rose 2.0 percent, while prices for electricity were virtually unchanged during the past year.

All items less food and energy

The index for all items less food and energy increased 0.3 percent in March. Higher prices for apparel (1.1 percent) and shelter (0.4 percent) were partially offset by a lower price for education and communication (-0.2 percent).

Over the year, the Index for all items less food and energy increased 2.7 percent. Components contributing to the increase included shelter (4.3 percent) and medical care (2.5 percent). Partly offsetting the increases was a price decline in apparel (-2.2 percent).

Table A. West region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2015		2016		2017		2018		2019	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	-0.3	0.7	0.5	2.6	0.5	2.5	0.5	3.1	0.2	2.7
February	0.6	0.9	0.1	2.1	0.6	3.0	0.5	3.1	0.2	2.4
March	0.8	1.1	0.2	1.5	0.3	3.1	0.4	3.2	0.4	2.4
April	0.3	1.0	0.5	1.8	0.3	2.9	0.4	3.2		
May	0.8	1.2	0.5	1.5	0.2	2.6	0.5	3.5		
June	0.0	1.1	0.2	1.6	0.0	2.5	0.2	3.6		
July	0.3	1.3	0.1	1.4	0.1	2.5	0.1	3.6		
August	-0.1	1.3	0.0	1.5	0.2	2.7	0.2	3.6		
September	-0.2	1.0	0.3	2.0	0.5	2.9	0.3	3.4		
October	0.0	1.1	0.3	2.3	0.3	2.9	0.4	3.5		
November	-0.2	1.5	-0.2	2.3	0.0	3.1	-0.2	3.3		
December	-0.1	1.8	0.0	2.5	0.1	3.1	-0.2	3.1		

The April 2019 Consumer Price Index for the West Region is scheduled to be released on May 10, 2019.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 5,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opus/hom/homch17_a.htm.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The West Region covered in this release is comprised of the following thirteen states: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

West (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Jan. 2019	Feb. 2019	Mar. 2019	Mar. 2018	Jan. 2019	Feb. 2019

Employee	Annual	Health	UI	DI	Life	PersRet	Soc Sec
FY 19/20 Jul-Jun	This Includes	Inc. Dental/Vision		0.010%		*See Below	x.0765
Pay Step 7/1	2.4% cola for staff	+ 5% increase					
Avila	\$ 98,627.00	\$ 9,600.00	\$ 434.00	\$ 986.27	\$ 382.00	\$ 7,970.05	\$ 7,544.97
Dempsey	\$ 82,516.00	\$ 25,000.00	\$ 434.00	\$ 825.16	\$ 41.76	\$ 6,668.12	\$ 6,312.47
Conard	\$ 64,487.00	\$ 25,600.00	\$ 434.00	\$ 644.87	\$ 609.36	\$ 4,504.42	\$ 4,933.26
Valencia	\$ 67,829.00	\$ 25,600.00	\$ 434.00	\$ 678.29	\$ 124.20	\$ 4,737.86	\$ 5,188.92
Gonzalez	\$ 64,487.00	\$ 25,600.00	\$ 434.00	\$ 644.87	\$ 54.96	\$ 4,504.42	\$ 4,933.26
Zamora/Sea. Tech	\$ 28,549.00		\$ 434.00	\$ 285.49			\$ 2,184.00
Carver	\$ 19,021.00		\$ 434.00	\$ 190.21			\$ 1,455.11
Servi 1 ton driver	\$ 17,568.00		\$ 434.00	\$ 175.68			\$ 1,343.95
Jonathan/Surveill.	\$ 16,276.00		\$ 434.00	\$ 162.76			\$ 1,245.11
Rene R Quink #1	\$ 19,021.00		\$ 434.00	\$ 190.21			\$ 1,455.11
John C. Quink #2	\$ 17,675.00		\$ 434.00	\$ 176.75			\$ 1,352.14
				adding unfunded liability>	\$ 10,000.00		
TOTALS	\$ 496,056.00 + Retirees >	\$ 111,400.00 \$ 53,205.00	\$ 4,774.00	\$ 4,960.56	\$ 1,451.88	\$ 38,384.86	\$ 37,948.28
		\$ 164,605.00	*Retirement Rates: (Employer)			8.081%	Classic Members(2)
BREAKDOWN:		Budgeted:				6.985%	Pepra Members (3)
Full Time	\$ 377,946.00	\$ 385,000.00	Rates will change @ FY				(x Gross Wages)
Part Time	\$ 118,110.00	\$ 123,000.00					
Salaries	\$ 496,056.00	1% FT / 3% PT					
		\$ 508,000.00					

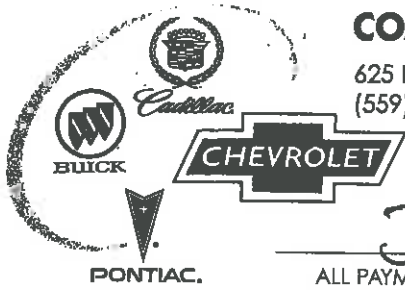
Tab 6

Health Care Cost FY 19/20

Total Health Care Cost for Active & District Retired Employees

FIGURE THIS SHEET WHEN HEALTH RATES CHANGE FOR FOLLOWING CALENDAR YEAR

	2020 - 5 % Increase				Choice Builder Dental/Vision ONLY		
	Pers Health	Annual Cost	January thru June	Year Totals	Annually	Monthly	
Avila	4,326.66	4,543.00	8,869.66	731.00	60.92	9,600.66	
Booker	2,162.40	2,271.00	4,433.46			4,433.46	
Cannon	6,489.12	6,814.00	13,303.12			13,303.12	
Castillo	5,459.12	6,814.00	13,303.12			13,303.12	
Conard	11,249.34	11,812.00	23,061.34	2,522.00	210.17	25,583.34	
Dempsey	11,249.34	11,812.00	23,061.34	1,872.00	156.00	24,933.34	
Gonzalez	11,249.34	11,812.00	23,061.34	2,522.00	210.17	25,583.34	
Norgeard	4,325.00	4,541.00	8,866.00			8,866.00	
Sicks	4,325.00	4,541.00	8,866.00			8,866.00	
Thompson	2,162.46	2,271.00	4,433.46			4,433.46	
Valencia	11,249.34	11,812.00	23,061.34	2,522.00	210.17	25,583.34	
Totals	\$75,277.18	+ 5 % =	\$79,043.00	\$154,320.18	\$ 10,169.00	\$ 847.42	164,489.18
Breakdown:							
Active Amt	49,324.02	7/1-12/31	51,791.00	1/1-6/30			
Retiree Amt	\$25,953.16	7/1-12/31	\$27,252.00	1/1-6/30			
Dental/Vis.	\$10,169.00						
FY Total:	\$164,489.18						
Budget Note:	No Dental/Vision increase figured in, the 3 % cushion will cover any rise in Choice Builder rates						
	Health Insurance rates increased by 3.17% for PersChoice 1 January 2019						
	Total Amount of Health Insurance including Dental will be \$ 165,500.00						
	Total Amount of Health Insurance including Dental Budgeted : \$ 170,000.00 (5% rise in rates + 3% cushion)						
	Retiree Rates will not show up on CalPers website of rate changes, have to wait until actual billing starts happening 1 January so I'm adding a 5 % Increase like the others						
	Castillo turns 65 in May so his rates fall to the same as Cannon's in 2nd half						
Documents/HealthInsRates/TotalHealthRecap							



COALINGA MOTORS, Inc.

625 E. ELM ST., COALINGA CA 93210
 (559) 935-0886 | FAX (559) 935-9477

Deal 4747

ALL PAYMENTS MUST BE SENT TO ABOVE ADDRESS

Invoice

No 12788

DATE	SALESPERSON
10/07/2009	ARNOLD CAIN

SOLD TO

TULARE MOSQUITO ABATEMENT DIST.
 6575 DALE FRY RD
 TULARE CA 93274

SHIP TO

TULARE MOSQUITO ABATEMENT DIST
 6575 DALE FRY RD
 TULARE CA
 559-686-6628 MARSHALL
Q3614

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B POINT	TERMS
	100709	DRIVER	FRESNO	NET 21
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
		2009 CHEVROLET TRUCK SILVERADO 3500 16BJK74K99F179298		23217.31
		DOC FEE		N/A
		MISC. (TAXABLE)		N/A
		SUBTOTAL		23217.31
		SALES TAX		2147.60
		WARRANTY		2065.00
		DELIVERY CHARGE		150.00
		STOCK # 9080B CA TIRE FEE		12.25
		R.O.S #371389 R.O.S #TOTAL		27592.16

CM-008

THANK YOU

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of 1-1/2% per month which is ANNUAL PERCENTAGE RATE of 18% applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

iab 8

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
www.tularemosquito.com

GENERAL MANAGER
John Avila



JUNE 11TH, 2019

WILL TIESIERA FORD
2101 E CROSS AVENUE
TULARE, CA 93274
ATTN: FLEET SALES MANAGER

Subject: VEHICLE BID REQUEST

The Tulare Mosquito Abatement District Board of Trustees is requesting a bid for a new 1 Ton truck and Chassis

Vehicle specifications desired current or latest model.

1 ton Standard Cab Truck with Chassis
4 wheel drive
Summit White
V8 Vortec 6.0L Engine (or comparable)
6 – speed HD Automatic transmission
Driver Side airbags
Daytime Running Lamps
Power steering & power brakes
Air Conditioning
Spare tire and wheel, all season tires
Heavy duty brakes
Heavy duty cooling and optional transmission cooler
Limited Slip rear end
Front Tow Hooks
Folding Outside Mirrors
Bench Seat / Rubberized Vinyl Floors

Quoted price should be as delivered to us but should not include license fees.

If you have any questions regarding our vehicle specifications, please call our office between 7:00 am and 3:00 pm Mon - Fri 686-6628.

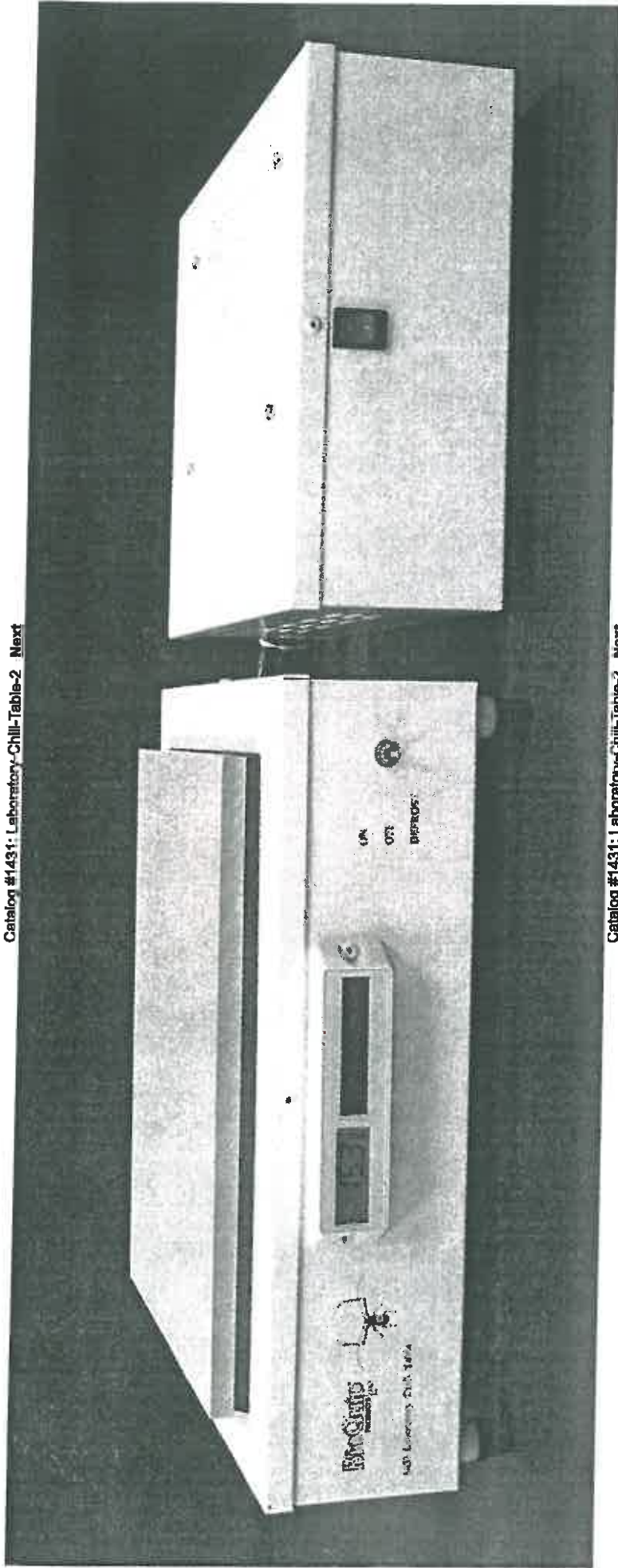
Your bid must be submitted to the District no later than July 5th for consideration by the District at the July Board of Trustee's meeting.

FAX OR EMAIL BID TO THE DISTRICT

John Avila,
General Manager

Laboratory Chill Table, Image #1

Catalog #1431: Laboratory-Chill-Table-2 [Next](#)



Catalog #1431: Laboratory-Chill-Table-2 [Next](#)

[close window](#)

\$1,790.46
 147.71 tax
 shipping

Approx \$2,000.00 delivered

Tab 9



Laboratory Chill Table - Product Details

Laboratory Chill Table

Product Photos (Click on photo to enlarge)



**Convenient and affordable! No pump, dry ice, or running water needed.
Use to select, sort, or identify mosquitoes and other small insects.
A BioQuip exclusive.**

Assembled at BioQuip's plant, this widely used chill table contains thermo-electric cooling devices and heat exchangers. It was developed by Richard Fall for use in laboratory environments when a cold surface larger than BioQuip's [1429](#) portable chill table is required.

This chill table is powered by a user switchable 115/230V AC power supply. The vented aluminum box is white powder-coated. An expanded styrofoam cover is provided to insulate the chill surface. Four metal safety screens on the bottom protect fan intake areas. The chill surface is clear anodized aluminum.

A control knob on the bottom of the power supply adjusts voltage. This feature allows the user to set the chill table surface at a slightly higher or lower temperature. The table's chill surface accommodates five 100mm Petri dishes [4787](#).

Features:

- Rapid chill down to -5°C (23°F) or lower
- Foam insulating cap speeds chilling and minimizes frost buildup
- Defroster melts frost accumulation in than less than 1 minute
- Allows for variation in chill surface temperature
- 110 /220 volt AC capacity; detachable power supply
- Indicates chill surface temperature by digital centigrade thermometer
- 8 x 10" (20.3 x 25.4 cm) chill surface
- Accommodates up to five 100 mm petri dishes
- Dimensions: 10 x 12 x 4.25" (25.4 x 30.5 x 10.8 cm)
- Weight: 12 pounds

1431 

Laboratory Chill Table

\$1,790.46 

B

[Empty rectangular box]

TRANSIT ADVERTISING CONTRACT

This Contract is made and entered into on this 22nd day of April, 2019 by and between the City of Tulare, hereinafter TTE (Tulare Transit Express) and Tulare Mosquito Abatement District hereinafter referred to as ADVERTISER.

SECTION I - TERMS OF AGREEMENT

- Advertising authorized by this Contract shall have 1 term of 5 months, commencing on May 1, 2019 and ending on September 30, 2019. Additional terms will be by mutual consent in writing of both TTE and ADVERTISER and attached as a subsequent addendum to this Contract executed by both parties hereto.
- Advertiser desires to rent the following advertising display space under this Contract:

No. of Units	Type	Installation Date	Removal Date	Number of Months	Unit Monthly Cost	Total
5	Tail Ad Panels	5/1/19	9/30/19	5	\$290.00	\$7,250.00
					Sub Total	\$7,260.00
Less 25% Non Profit Disc						\$1,812.50
TOTAL COST						\$5,437.50

- Advertiser hereby acknowledges receipt of TTE's "Policy for Advertising on TTE Transit System" and hereby agrees to comply with said policy in providing advertising displays to TTE for installation and display on the TTE buses.

SECTION II - PAYMENT

- Advertiser agrees to pay advertising fees due based on this Contract on the following terms:
Amount to be invoiced monthly \$1,087.50.
- Full payment in advance will receive a 5% discount in addition to any frequency or multiple unit discounts, which apply.
- If full payment is not made in advance, the Advertiser shall be invoiced by the City of Tulare. Payments for advertising are expected within 20 days following the billing date unless otherwise stated within this Contract. After 20 days, unpaid invoices will bear interest at the City of Tulare investment rate per month at the time the invoice becomes delinquent, until delinquent balance is paid.
- In the event the monthly costs incurred by this Contract remain unpaid by the Advertiser for a period of twenty-one (21) days or more after the invoice date, an advertisement may be removed by TTE without recourse to Advertiser. Advertiser shall remain liable for the advertising fees due based on the term of this Contract.

5. Credit will be issued to Advertiser for loss of advertising exposure resulting from physical loss of bus advertising poster(s), where it is mutually agreed by TTE and Advertiser that TTE is at fault, unless such advertising can be replaced within a reasonably timely manner by TTE.

SECTION III - DISPLAY MATERIAL

ADVERTISER AGREES:

1. To deliver the displays called for in this Contract according to specifications issued by TTE. Displays shall be produced at the Advertiser's expense and delivered to TTE. Sign-in delivery and pickup procedures are required.
2. To allow TTE at least three (3) working days from the date of delivery to install mounted panel displays in advertising frames. Advertisements will not be displayed prior to the installation date specified herein above.
3. To provide qualified, professional installation and removal of direct vinyl application advertisements. Advertiser shall be responsible for all costs and liabilities associated with such installation and removal.
4. The text and illustrations on displays shall be subject to final approval of TTE in accordance with the City of Tulare Policy on TTE Transit System," which has been provided to Advertiser by TTE.
5. To replace, during the period of this Contract, upon written notice from TTE, and mutual agreement between TTE and Advertiser, any display which has deteriorated from improper production or improper third-party installation; and to share an equal portion of the replacement costs of any displays damaged due to vandalism or defacing.
6. To pay a restoration fee when direct vinyl application bus advertising is used. Such fee shall be invoiced upon completion of the term of this Contract. The restoration fee represents the cost of restoring the transit bus to a white envelope condition at a cost of \$35.00 per hour with total restoration fee not to exceed \$400 per bus.
7. To pick up advertising materials within 30 days of contract termination and/or removal of display. After that date, TTE will dispose of the advertising materials.
8. Advertiser understands that advertising displayed and billed under a non-profit rate is handled on a "space available" basis. This advertising shall be displayed when vacant space is available and when other advertisers paying commercial rates do not desire the space. "Non-profit" rate displays that are removed to make room for commercial rate displays will be re-installed for display when space is available and will be displayed for the additional applicable time indicated on the contract.

TTE AGREES:

9. To install mounted panel displays in advertising frames, within three (3) working days from the date of signed delivery of said displays or by the installation date specified herein above. Advertisements will not be displayed prior to the installation date specified herein above.
10. To make Advertiser's display available for advertising exposure to the public on said bus(es) a minimum of 75% of the days available during this Contract, it being understood that buses are normally out-of-service periodically for short periods for repair and maintenance.
11. To have reproduced and replace a display which is damaged due to vehicular collision or as a direct result of acts by TTE, whether intentional or unintentional, or the omission of an act by TTE and to share an equal portion of the replacement costs of any displays damaged due to vandalism or defacing.
12. To make "painted" transit bus(es) available to the Advertiser for promotional events or community relations events under terms that would be separately agreed upon in writing. TTE shall use its sole discretion to decide whether such events will sufficiently promote the services of TTE to justify said use without additional compensation. Any such events must not be in violation of the Federal Transit Administration Charter Regulations.

13. To promptly notify the Advertiser whenever TTE discovers the deterioration, defacement, or disappearance of an advertisement which might require the replacement of the display. It will be Advertiser's responsibility thereafter to determine whether the advertisement should be repaired or replaced in accordance with the provisions of this Contract.

Section IV - LOSS OF SERVICE

1. Loss of service, due to failure of Advertiser to furnish displays for installation shall be the Advertiser's loss. In the event advertiser fails to timely furnish TTE with the displays, Advertiser shall remain responsible for the advertising fees provided above from and after the installation date specified above. Advertiser shall not be entitled to additional service or any extension of the term of service provided herein. In the event Advertiser fails to furnish TTE with the displays within thirty (30) days from the installation date specified above, TTE shall consider the space vacated and shall reasonably pursue other advertisers to purchase the vacated space. Advertiser shall remain responsible for all advertising fees due based on the term of this Contract, except for those periods of time when a replacement advertiser, if any, has purchased the vacated space at issue. TTE shall use reasonable efforts and diligence to obtain a replacement advertiser for the vacated space.
2. Loss of service, due to the failure of TTE to install displays on time or in the space contracted shall not constitute a breach of this Contract, but the Advertiser shall be entitled to additional service or extension of the term of service equivalent to the period of delay, as the Advertiser may elect.
3. Loss of service due to strike, lockout, fire, flood, riot, loss of operational funds, or other causes beyond the control of TTE shall not constitute a breach, but in the event of such loss of service, the Advertiser shall be entitled to additional units, if available, or an extension of the term of service, as the Advertiser may elect.
4. The Advertiser accepts this Contract subject to all federal, state, and municipal laws and regulations with respect to the advertising matter to be displayed. If the advertising display becomes illegal, or a request is received from the Advertiser to terminate the advertising display, TTE shall remove the advertisement display from TTE buses; however, Advertiser shall remain responsible for the advertising fees due based on the term of this Contract.

SECTION V - ADVERTISER LIABILITY

1. Advertiser will indemnify TTE against all liability for infringement of trademarks, trade names, copyrights, invasion of privacy rights, defamation, illegal competition, or unfair trade practices arising out of the installation and displaying of Advertiser's advertisement(s) on TTE buses.

SECTION VI - TERMINATION

1. Either party may terminate this Contract without cause at the end of any month of advertising, by 30 days written notice to the other party as provided within Section VIII-NOTICE. In the event Advertiser is the terminating party, all outstanding fees for the remaining term are immediately due and payable to TTE. TTE, upon receipt of the advertiser's termination notification, will reasonably pursue other advertisers to purchase the vacated space. The terminating advertiser will receive credit for space filled by another advertiser for the remainder of the original term, if any. In the event TTE is the terminating party, the advertiser is responsible for fees up to the date their materials are removed from TTE buses as reflected in SECTION I and SECTION II of this Agreement.
2. If either party is in material default of any provision of this Contract and fails to cure the same within seven (7) days of receiving written notice of same from the non-defaulting party (or fails to commence a cure of the default within the seven (7) day period, if the cure cannot be reasonably made within that seven (7) day period), then the non-defaulting party may immediately terminate this Contract for cause. In the event of a termination for cause, the non-defaulting party shall be entitled to any and all damages or remedies available to it by law or in equity; provided, however, it is expressly agreed that notwithstanding anything to the contrary, the maximum liability of TTE to the Advertiser and the Advertiser's liability to TTE shall not exceed an amount equal to the Advertising fee agreed to under this Contract.

SECTION VII - OTHER PROVISIONS

1. This Contract contains the entire agreement of the parties and supersedes any prior agreement or understandings oral or written and can be changed, terminated, or modified only by a written agreement executed by both parties.
2. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties to this Contract.
3. This Contract shall be interpreted, construed, and applied according to the Laws of the State of California and venue of any cause of action arising out of this Contract shall be in Tulare County, California.
4. The invalidity or unenforceability of a particular provision of this Contract shall not invalidate the remaining provisions contained in this Contract.
5. The waiver by either party of a breach of any provision of this Contract by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
6. In the event it becomes necessary for either party to incur costs and/or expenses including, but not limited to, attorney's fees or Court costs, in connection with any claim or demand under this Contract, the prevailing party shall be entitled to payment of such reasonable costs and fees incurred.
7. Advertiser agrees to hold harmless and indemnify TTE against any claim or demand for damages arising from Advertiser's acts in conjunction with the performance of this Contract.
8. Advertiser expressly agrees to TTE's use of any of its displays for TTE promotions without charge or royalty, TTE agrees to inform and receive prior written consent before using Advertiser's display(s) for TTE promotions.
9. Advertiser may not sublease, assign or transfer this Contract or any of Advertiser's rights hereunder, without TTE's prior written consent. Any act in derogation of this Contract shall be null and void and TTE, may, at TTE's option, immediately terminate the Contract.

SECTION VIII - NOTICE

1. Any notice given under this Contract must be in writing and either hand-delivered or sent by first class United States mail to the address shown below or an address either party to this Contract specifies in writing to the other party:

ADVERTISER

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

CITY OF TULARE
411 East Kern Avenue
Tulare, CA 93274
ATTENTION: Darlene Thompson



Signature of authorized representative

General Manager
Title

9/29/19
Date



Signature of authorized representative

Finance Director
Title

4-26-19
Date

1 Dale E. Bacigalupi, State Bar # 97197
2 **LOZANO SMITH**
3 7404 N. Spalding Avenue
4 Fresno, CA 93720-3370
5 Telephone: (559) 431-5600
6 Facsimile: (559) 261-9366
7 E-mail: dbacigalupi@lozanosmith.com

8 Attorneys for Fresno Mosquito and Vector Control District

F I #C
FRESNO COUNTY SUPERIOR COURT
By _____ DEPUTY

RECEIVED
2/20/2019 11:09 AM
FRESNO COUNTY SUPERIOR COURT
By: A. Ramos, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF FRESNO

11 In Re:
12 **FRESNO MOSQUITO AND VECTOR**
13 **CONTROL DISTRICT,**
14
15 **Petitioner.**

Case No. 19CECG00645
WARRANT TO INSPECT AND ABATE

16
17 **INSPECTION AND ABATEMENT**

18 **TO COMPLIANCE AGENTS, OFFICERS, AND/OR EMPLOYEES OF THE FRESNO MOSQUITO**
19 **AND VECTOR CONTROL DISTRICT ("DISTRICT"), ANY REPRESENTATIVE THEREOF, AND**
20 **ANY SHERIFF, POLICEMAN, OR PEACE OFFICER IN THE COUNTY OF FRESNO:**

21 **Proof by Declaration of Ryan McNeil of the District, having been made before the above-entitled**
22 **Court that there is probable cause to believe that all pools, spas, water features, and other water-holding**
23 **containers (e.g., buckets, pots [with or without plants], pot bases, ornamental ponds, decorative**
24 **fountains, birdbaths, animal water dishes, bowls, toys, broken appliances, discarded tires, portable pools,**
25 **cisterns, leaking water supplies, evaporative coolers, gutters, yard drains, drain pipes, transformer**
26 **vaults) on the properties within the District are potential mosquito breeding sources for vectors of West**
27 **Nile virus (WN), Saint Louis encephalitis virus (SLE), Western equine encephalomyelitis virus (WEE),**
28 **Dengue (DEN), Chikungunya virus (CHIK), Zika virus, and other mosquito-borne diseases and must be**

WARRANT TO INSPECT AND ABATE

LOZANO SMITH
7404 N. Spaulding Avenue Fresno, CA 93720-3370
Tel 559-431-5600 Fax 559-261-9366

1 inspected and treated and that the risk of public health danger is imminent and will last through
2 November 30, 2019, the Court issues the Warrant to Inspect and Abate as herein contained. By this
3 reference, the Declaration of Ryan McNeil, which accompanies this warrant, is incorporated herein as if
4 stated in full herein.

5 The District's jurisdiction includes the following: 283 square miles and includes the City of
6 Kerman, a portion of the City of Fresno, and the communities of Biola, Calwa, Easton and Malaga, all
7 within Fresno County (collectively hereinafter, the "District's Jurisdiction").

8 This warrant is an area-warrant, authorizing the District to enter all properties within the
9 District's Jurisdiction for purposes of inspecting and abating health and safety conditions described
10 more fully in the Declaration of Ryan McNeil. Area warrants of this type were upheld in the case of
11 *Camara v. Municipal Court of San Francisco* (1967) 387 U. S. 523. As the United States Supreme
12 Court recognized in that case, when health and safety issues arise, an agency's need "to conduct an area
13 inspection is unavoidably based on its appraisal of conditions in the area as a whole, not on its
14 knowledge of conditions in each particular building. (*Id.* at 536.) For this reason, the Court further
15 noted that area warrants have historically been used to prevent epidemics and are therefore of
16 "indispensable importance to the maintenance of community health." (*Id.* at 537.)

17 **THE MANAGEMENT AND STAFF OF THE FRESNO MOSQUITO AND VECTOR**
18 **CONTROL DISTRICT ARE THEREFORE COMMANDED AND AUTHORIZED:**

19 Commencing on date this Warrant is issued, and for a period extended through and including
20 November 30, 2019, to enter the exterior of any property in the District's Jurisdiction when the District
21 has reasonable cause to believe that said property contains a pool, spa, water feature, yard drain or other
22 water-holding container, or any residential mosquito breeding source or mosquito harborage. You may
23 enter the exterior area of these properties for the purpose of inspecting for the presence of immature or
24 adult stages of mosquitoes, including eggs, larvae or pupae, that are potentially capable of transmitting
25 West Nile virus, Saint Louis encephalitis virus, Western equine encephalomyelitis virus, Dengue,
26 Chikungunya virus, Zika virus, and other mosquito-borne diseases once they become adults. Once it is
27 determined by you that mosquito breeding or harborage is occurring, you may identify the various
28 mosquito stages that are present and utilize insecticides, mosquitofish, source elimination methods, and

LOZANO SMITH
7404 N. Spalding Avenue Fresno, CA 93720-3370
Tel 559-431-5600 Fax 559-261-9366

1 any and all other authorized control measures. A peace officer may use reasonable force to enter a
2 property to be inspected.

3 Prior to entering each said property, you shall knock on the front door of the property and request
4 voluntary consent to enter the property. If you do not receive consent for any reason, you may
5 immediately enter the exterior of the property to conduct the inspection, testing, evaluation and
6 treatment. You may use minimal reasonable force to enter an area (e.g., opening, unlocking, or
7 otherwise entering into areas behind locked fences and gates) of any property within the District's
8 Jurisdiction if you have reasonable cause to believe that said area contains a pool, spa, water feature,
9 yard drain, other water-holding container or any residential mosquito breeding source, or that harbors
10 mosquitoes.

11 Upon identification of mosquitoes that are potentially capable of transmitting West Nile virus,
12 Saint Louis encephalitis virus, Western equine encephalomyelitis virus, Dengue, Chikungunya, Zika
13 virus, or other mosquito-borne diseases, once they become adults, you may take any and all necessary
14 actions to inspect, evaluate, test, treat, remediate, and abate such conditions consistent with applicable
15 Federal, State and local regulations.

16 This warrant may only be executed between the hours of 7:00 a.m. and 8:00 p.m. each day it is in
17 effect.

18 You shall file a return with this Court by December 30, 2019, which sets forth for the Court
19 proof that your actions under this Inspection and Abatement Warrant were consistent with the terms and
20 conditions of the Warrant.

21
22
23 Dated: 2-25-19



Judge of the Superior Court