

EXETER CITY COUNCIL ACTION MINUTES

December 10, 2019

A closed session of the City Council, City of Exeter was held on Tuesday, December 10, 2019, at 6:30 p.m., in the Exeter City Council Chambers, 137 North F Street.

COUNCIL PRESENT: Mary Waterman-Philpot, Barbara Sally, Frankie Alves, Dave Hails, Jeremy Petty

COUNCIL ABSENT: None

STAFF PRESENT: Adam Ennis, Julia Lew, Shonna Oneal

A. CALL TO ORDER CLOSED SESSION

Mayor Waterman-Philpot called the closed session to order at 6:30 p.m.

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS – Mayor Waterman-Philpot requested those who wish to speak on matters listed on the Closed Session Agenda to do so at this time.

There were no public comments presented.

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

Mayor Waterman-Philpot adjourned to closed session at 6:30 p.m.

1. 54956.95 – Liability Claims
Claimants: Sandy Bumgarner; Carl Bumgarner (Deceased)
Agency claimed against: City of Exeter
2. 54956.9(d)(4) Conference with Legal Counsel – Potential Initiation of Litigation by the City: One Case

A regular session of the City Council, City of Exeter was held on Tuesday, December 10, 2019, at 7:00 p.m., in the Exeter City Council Chambers, 137 North F Street.

COUNCIL PRESENT: Mary Waterman-Philpot, Barbara Sally, Frankie Alves, Dave Hails, Jeremy Petty

COUNCIL ABSENT: None

STAFF PRESENT: Adam Ennis, Julia Lew, John Hall, Daymon Qualls, Chris Tavarez, Shonna Oneal, Lisa Wallis-Dutra

D. CALL TO ORDER REGULAR SESSION AND REPORT ON CLOSED SESSION ITEMS (if any)

Mayor Waterman-Philpot called the regular session to order at 7:00 p.m. City Attorney Julia Lew reported on a motion made by Council Member Alves, seconded by Council Member Petty and unanimously carried to reject the claim submitted by Sandy Bumgarner and Carl Bumgarner (Deceased). There were no further actions reported.

E. PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Pro Tem Sally led the Pledge of Allegiance and an invocation was given by Public Works Director Daymon Qualls.

F. SPECIAL PRESENTATIONS (if any):

- a. **Introduction of New Employee – Public Works Maintenance I Guadalupe Cabrera-** Public Works Director Daymon Qualls introduced new Public Works Maintenance I Guadalupe “Junior” Cabrera.

G. PUBLIC COMMENTS:

Mayor Waterman-Philpot requested those who wish to speak on matters that are not on the agenda that are within the jurisdiction of the Exeter Council, or to address or request a matter be pulled from the consent calendar to do so at this time. She also stated comments related to Individual Business or Public Hearing items that are listed on the agenda will be heard at the time that matter is addressed on the agenda.

Ruth Huff addressed the Council to express concern with the condition of the roads in Exeter.

ACTION MINUTES
EXETER CITY COUNCIL
Page 2, DECEMBER 10, 2019

David Fairchild addressed the Council to express concern with the condition of the roads in Exeter and to support raising rates if issues are addressed.

H. CONSENT CALENDAR:

It was moved by Mayor Pro Tem Sally, seconded by Council Member Petty and unanimously carried that the items on the Consent Calendar be approved as presented.

1. Approve minutes of November 12, 2019
2. Payment of the Bills
3. Payroll: November 15, 2019 and November 29, 2019
4. Approve an appropriation of \$11,796 into expenditure account 107.441.074.000 and affirm the sole source emergency purchase to the only regional manufacturer representative, Shape Incorporated, Pleasanton, CA, for performing the necessary re-build work on the #1 influent wastewater pump.
5. Adopt Resolution 2019-31 authorizing the City Administrator to sign an application for a Clean Green Yard Machines Commercial (Commercial CGYM) Voucher through the San Joaquin Valley Air Pollution Control District, and to administer the program; and Council appropriate up to \$10,000 in the General Fund to cover the cost until reimbursed by the program, with the City final costs estimated at about \$1,600 and the program funding the remainder.
6. Adopt Resolution 2019-32 approving updates to the guidelines for the Housing Rehabilitation Program and Homebuyer Acquisition Only/Acquisition with Rehabilitation Program.
7. Award and authorize the City Administrator to sign a contract, subject to minor conforming and clarifying changes acceptable to the City Attorney, with the low bidder, Lyles Utility Construction, LLC of Fresno, CA in the amount of \$42,892 to perform replacements of four water distribution system valves.
8. Adopt Resolution 2019-33 authorizing the City Administrator to execute Certificates of Acceptance and Consent to Record deed documents; and authorize the City Administrator to 1) execute Temporary Construction Easement Extension Agreements, 2) Temporary Construction Easement Agreements and 3) Administrative Settlements as listed in this report for acquisition of temporary construction easements necessary for construction of the Visalia Road Improvement Project.

I. INDIVIDUAL BUSINESS ITEMS

1. **Public Hearing to receive written protests and comments regarding proposed water and sewer rate increases and consider adoption of Resolution 2019-34, increasing Water and Sewer rates and superseding previous rate resolutions.** Finance Director Chris Tavaréz introduced the item and Art Griffith of FG Solutions. Mr. Griffith provided a PowerPoint presentation highlighting the water and sewer rate analysis and implementation. Public Works Director Daymon Qualls addressed the Council regarding the proposed water and sewer rate increases. Mayor Waterman-Philpot opened the public hearing at 7:33 p.m. Ms. Harke inquired if the City received her protest. City Clerk Shonna Oneal confirmed receipt of the protest. Receiving no further public comment, Mayor Waterman-Philpot closed the public hearing at 7:33 p.m.

Council proposed questions and staff provided responses thereto. City Administrator Adam Ennis provided additional information pertaining to the proposed water and sewer rates. Ms. Oneal reported the City of Exeter has approximately 3,497 property parcels and a 50% plus one, or 1750 protests would constitute a valid protest and prevent passage of the new water and sewer rates. Ms. Oneal further reported the City received nine (9) protest letters, fifteen (15) mailings were returned as not deliverable, unable to forward, vacant, etc. for reasons stated in a summary spreadsheet available for review. Lastly, Ms. Oneal reported the number of protests failed to meet the 50% plus one threshold required to constitute a valid protest to prevent passage of the new water and sewer rates. Mr. Ennis advised Council the City proceeded with this proposed rate increase in accordance with Proposition 218. Following discussion, it was moved by Council Member Alves, seconded by Mayor Pro Tem Sally and unanimously carried to adopt Resolution 2019-34 as presented.

ACTION MINUTES
EXETER CITY COUNCIL
Page 3, DECEMBER 10, 2019

2. **Public Hearing - Introduction of Ordinance No. 691 amending Chapter 3.36.140 to Title 3, Chapter 3.36 of City of Exeter Code of Ordinances, concerning cooperative purchasing, and providing for the utilization of existing purchase contracts competitively bid and awarded by other local, state or federal government agencies.** Finance Director Chris Tavaréz provided a PowerPoint presentation highlighting the proposed Ordinance for Council's review and consideration. Mayor Waterman-Philpot opened the public hearing at 7:52 p.m., receiving no comment, closed the public hearing at 7:52 p.m. City Attorney Julia Lew explained this Ordinance will set parameters to follow for piggybacking other agencies contracts that were competitively bid. Following brief discussion, it was moved by Council Member Hails, seconded by Council Member Alves and unanimously carried to give first reading to Ordinance 6941, an Ordinance of the City Council of the City of Exeter Amending Chapter 3.36.140 Title 3, Chapter 3.36 of the City of Exeter Code of Ordinances, providing for the utilization of existing purchase contracts competitively bid and awarded by other local, state or federal government agencies as presented, reading by title only and waiving further reading. City Attorney Julia Lew read by title only.
3. **Approve updated Water Service Discontinuation Policy in accordance with the State of California's Health and Safety Code as modified by Senate Bill 998.** Finance Director Chris Tavaréz provided a PowerPoint presentation for Council's review and consideration. Following discussion, it was moved by Mayor Pro Tem Sally, seconded by Council Member Alves and unanimously carried to approve the updated Water Service Discontinuation Policy in accordance with the State of California's Health and Safety Code as modified by Senate Bill 998.
4. **Presentation, discussion and direction on a proposed 2020 Revenue Measure Development Process and Schedule.** Mayor Waterman-Philpot trailed this item following item J. City Administrator Adam Ennis provided a PowerPoint presentation highlighting a proposed 2020 Revenue Measure Development Process and Schedule. City Attorney Julia Lew provided information regarding the formation of the community group. Following discussion, it was the consensus of the Council to continue developing the 2020 Revenue Measure and to proceed forming a community interest group to be considered at a future meeting.

J. CITY COUNCIL ITEMS OF INTEREST

Council Member Hails, Mayor Pro Tem Sally and Mayor Waterman-Philpot reported on recent event they have attended. Council Member Alves reported on recent events he has attended, provided an update on TCAG, and discussed the Caltrans' proposed project on Highway 65.

K. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

City Administrator provided an update on recent events he has attended and provided a brief update on City projects.

L. ADJOURN REGULAR MEETING

Mayor Waterman-Philpot adjourned the regular meeting at 8:56 p.m.

Shonna Oneal City Clerk

Ex

ACS/XEROX FINANCIAL SYSTEM
12/11/2019 14:27:07

Check Register

CITY OF EXETER
GL540R-V08.08 PAGE 1

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BANK BANK OF THE SIERRA					
001533	CARD MEMBER SERVICES	5011	11/23/19	5,786.28	
	BANK OF THE SIERRA			5,786.28	***

Approved on 12/03/2019 for Payments Through 12/03/2019

Vendor Name	Description	Amount
AFLAC	AFLAC	3,046.86
** Final Totals...		3,046.86

Approved on 12/06/2019 for Payments Through 12/06/2019

Vendor Name	Description	Amount
AMERIPRIDE SERVICES, INC.	11/21/19 UNIFORM SERVICE	297.88
C.L.E.A.	DECEMBER 2019 LT DISABIL	49.00
CALIFORNIA BUSINESS MACHINES	11/22/19 TO 12/21/19 TA2	70.58
CENTRAL CAL WATERWORKS, INC	DEC 2019 WWTP	6,233.33
CENTRAL VALLEY SWEEPING LLC	NOV STREET SWEEPING SERV	3,038.40
CITY OF EXETER	10/18-11/18/19 ASSESMEN	2,110.90
DELTA LIQUID ENERGY, ARRO AUTO	11/26/19 MILLER PROPANE	356.37
DEPT OF JUSTICE	OCT BLOOD ALCOHOL ANALYS	140.00
ELBERTS DISTRIBUTING INC	STOP SEQUEAL	38.36
EMD NETWORKING SERVICES, INC.	FINANCE EMAIL ADJUST	45.13
EPIC PRINT AND PROMO, INC.	BASKETBALL BANNER PATCHE	68.36
EXETER PLUMBING CO.	CITY PARK-VIDEO SWR LINE	200.00
FASTENAL COMPANY	PCCHAIN 3/8 316 S/S	927.37
FINANCIAL CREDIT NETWORK, INC.	RIOS, FLORINA #575	19.00
FOOTHILLS SUN-GAZETTE	11/20/19 PN ORD. NO. 690	264.00
FRESNO OXYGEN	STD LRG FOWS CYLS	99.42
FRONTIER CALIFORNIA INC.	5139/11-16 TO 12/15/19	742.68
FUSION CLOUD SERVICES LLC	3346/11-18 TO 12/17/19	418.83
GLOBAL WATER MANAGEMENT, LLC	NOV METER SERVICE	2,737.80
JACK GRIGGS INC	NOVEMBER 2019 GAS	8,186.96
KIMBALL-MIDWEST	LEADS/WIRE/PAINT/CBL TIE	286.15
KOVARUS INC	AX BUNDLE LIC 36 MOS	4,473.46
LEAF CAPITAL FUNDING LLC	TA4002I KYOCERA-CH	167.47
MID VALLEY DISPOSAL, LLC	SEPT MID VALLEY	323,321.01
MOONLIGHT MAINTENANCE	NOV RESTROOM CLEANI	3,382.00
OFFICE DEPOT	PAPER/ENVELOPES/HOLE PUN	509.02
PRINCIPAL LIFE INSURANCE CO.	DEC PREMIUM-36 MEMBERS	9,194.88
PROFORCE	GLOCKS M45, 9MM/AIM ACRO	1,527.59
QUAD KNOPF ENGINEERING	170282 LEFEVER GROVE SUB	8,902.71
ROMAN CATHOLIC BISHOP	11/29/19 ARROYO DONATION	18.00
SEQUOIA APPAREL, INC	EMPLOYEE POLOS	1,495.57
SHAPE INC.	REBUILD INF PUMP #1 WWTP	11,795.42
SHRED-IT USA LLC	DEC SHREDDING AT PD	242.98
SICK, PENNY	9/3/19 P.SICK-WTR CLAIM	3,979.01
SILVER & WRIGHT LLP	OCT 320 PEACH	9,809.00
SOUTHERN CALIFORNIA EDISON	9240C/10-24 TO 11/23/19	10,386.50
SOUTHERN CALIFORNIA GAS CO.	0493/10-24 TO 11/25/19	239.27
STANDARD INSURANCE CO.	DEC 2019 LIFE INSURANCE	2,180.02
TULARE COUNTY	OCT MAIL-DELIQ/WTR	5,705.48
VALLEY GREEN LANDSCAPE	NOV CITY PARK MAINTENANC	9,076.00
VAST NETWORKS	DEC 2019 UTILITY SYSTEM	1,000.00
VOLLMER EXCAVATION, L.P.	COLD MIX	1,399.98

** Final Totals... 435,135.89

Approved on 12/20/2019 for Payments Through 12/20/2019

Vendor Name	Description	Amount
ADVENTIST HEALTH TULARE	NOV 2019 LAB FEES	1,038.00
AETNA HEALTH OF CALIFORNIA INC	JANUARY PREMIUMS	24,093.51
AFLAC	NOV AFLAC PREMIUMS	4,570.29
AMERICAN BUSINESS MACHINES	12/13 TO 1/12/20 BASE RA	5.12
AMERIPRIDE SERVICES, INC.	12/5/19 UNIFORM SERVICES	148.94
ASPHALT COATING & SUPPLIES	PAIL OF ASPHALT EMULSION	64.54
AT&T	NOV LIVESCAN	428.84
BARDONE/ VERONICA	UB REFUND	34.72
BASIC	DEC COBRA ADMIN FEES	30.00
BEN-E-LECT INC.	JAN CLAIMS 11/1-11/30/19	10,092.81
BONILLA/ ROSA	UB REFUND	6.90
CALIFORNIA BUSINESS MACHINES	12/6/19 TO 1/5/20 TA4002	103.00
CARTER/AMY	CPR CLASS EXPENSE-COSTCO	80.67
CENTRAL VALLEY BUSINESS FORMS	1000 DOOR HANGER-BLUE	245.45
CHARTER COMMUNICATIONS	12/6-1/5/19 MEDIA SERVIC	93.80
CITY OF VISALIA	DEC 2019 ANIMAL SERVICES	6,316.67
COLLINS & SCHOETTLER	NOV 2019 PLANNING	1,600.00
CONSOLIDATED ELECTRICAL DISTRI	SPST 30A TIME-SW	464.03
CRAIGS AUTO PARTS	BRAKE ROTOR/DISC BRAKE	1,169.49
CULLIGAN	NOV PD WATER SERVICE	158.00
DELTA VECTOR CONTRL	7/1/19-6/30/20 ASSESSMEN	104.41
DEPT OF JUSTICE	NOV FINGERPRINTS	332.00
DILLON/ MATTHEW CHARLES	UB REFUND	89.44
ELITE CORPORATE MEDICAL SERV	MEDICAL CLINIC FEES-53 M	1,245.50
EMD NETWORKING SERVICES, INC.	DECEMBER 2019 VOIP	2,338.95
EXETER IRRIGATION & SUPPLY	1" SCH40 PVC PIPE, SW	345.84
EXETER MERCANTILE CO.	PIP ABS DWV 4"/HAMMER MA	397.06
EXETER MOTORS, INC.	19 FORD EXPEDITION KEY	1,221.85
EXETER PLUMBING CO.	26 BACKFLOW TESTS	1,300.00
FERGUSON ENTERPRISES INC	RELIEF VALVE COVER/LF 1/	480.24
FOOTHILLS SUN-GAZETTE	11/19/19 PN ORD. NO. 690	264.00
FRANCHISE TAX BOARD	WATER TOWER RUGID COMPUT	924.63
FRONTIER CALIFORNIA INC.	5714/12-4 TO 1/3/20	83.41
GARCIA/ JESSICA	UB REFUND	98.96
GHD INC	VISALIA ROAD IMPROVE PRO	5,935.36
GLOBAL WATER MANAGEMENT, LLC	DEC PRORATED METER SERVI	1,825.20
GONZALEZ/ TANYA	UB REFUND	64.84
GOPHER GETTER	NOV GOPHER SERVICES	450.00
GUZMAN/ TIM	EDUCATION REIMB-GUZMAN	328.00
HAGANS/ BEN	UB REFUND	191.98
HALSTROM/ KERWIN	UB REFUND	22.55
HERNANDEZ/ ANA G. AND CESAR	UB REFUND	78.26
HOMETOWN EMPORIUM	CHRISTMAS STAFF LUNCH	388.50
INGRAM DIGITAL ELECTRONICS CO.	WATER TOWER RUGID COMPUT	2,773.89
INONG/ ALYSSA	UB REFUND	39.46
JORGENSEN COMPANY	FIRE EXTINGUISHER SERVIC	165.44
KIMBALL-MIDWEST	TOOL/TERMINAL/BRUSH	570.42
KRC SAFETY CO INC.	STOP SIGN-R1-1 30X30	961.88

Approved on 12/20/2019 for Payments Through 12/20/2019

Vendor Name	Description	Amount
LEAF CAPITAL FUNDING LLC	TA2552CI KYOCERA-ADMIN	103.93
MCCORMICK KABOT JENNER & LEW	NOV LEGAL SERVICES	5,318.50
MOORE TWINING ASSOCIATES, INC	TITLE22 10DAY/1,2,3-TCP	3,125.00
NSE INSURANCE AGENCIES INC	PARADE 1 DAY EVENT	190.00
PACIFIC CREST EQUINE	EXAM/MEDICATION-ABEL	227.57
POWELL/ SCOTT	UB REFUND	88.60
PRECISION EMPRISE, LLC	CITY HALL/LIBRARY SHAVIN	835.13
PRINCIPAL LIFE INSURANCE CO.	JAN PREMIUM-36 MEMBERS	4,794.25
PRUDENTIAL OVERALL SUPPLY	12/5/19 UNIFORM SERVICES	206.36
QUINTANA/ ALEJANDRA	UB REFUND	119.75
RAMS	AUDIT SERVICE-NOV 19	4,500.00
RAYMOND'S TROPHY & AWARDS, INC	PERPETUAL PLAQUE UPDATE	15.90
ROMAN CATHOLIC BISHOP	12/13/19 ARROYO DONATION	18.00
SELECT BUSINESS SYSTEMS	CYAN/MAGENTA/YELLOW CART	465.50
SELF-HELP ENTERPRISES	NOV LOAN PORTFOLIO-114	1,338.75
SHRED-IT USA LLC	JAN SHREDDING AT PD	122.42
SNODGRASS ELECTRIC	VIS RD STOP LIGHT REPAIR	984.73
SOUTHERN CALIFORNIA EDISON	9109A/11-08 TO 12/11/19	11,944.13
SOUTHERN CALIFORNIA GAS CO.	7144/11-1 TO 12/1/19	69.46
SWRCB	10/1/19-9/30/20 PERMIT	24,555.30
TAVAREZ/ CHRIS	EDUCATION REIMBURSEMENT	519.00
TRANSUNION RISK & ALTERNATIVE	NOV PERSON SEARCH	50.00
TROPHY SHOPPE	CHRISTMAS PARADE 2019	212.70
TU CO TREASURER-TAX COLLECTOR	2019 TAXES/PETERSON,J	1,157.47
TULARE COUNTY INFO TECHNOLOGY	MODEM INSTALLATION UNITS	1,137.38
TULARE COUNTY SOLID WASTE DEPT	SLUDGE REMOVAL	2,167.88
UNIVAR USA, INC.	WELL #9 SOD HYPO	571.73
US BANK N.A.	NOV CUSTODY CHARGES	48.00
VALLEY EXPETEC	JANUARY MONTHLY AGREEMEN	7,405.79
VERIZON WIRELESS	10/29/19-11/28/19	1,900.07
W.T.B., INC.	SLUDGE HAULING TRANSPORT	3,775.00
4CREEKS, INC	BELMONT BIKE PATH PHASE	1,779.66

Final Totals... 153,514.81

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Approved on 1/02/2020 for Payments Through 1/02/2020

Vendor Name	Description	Amount
STROHMAN ENTERPRISE INC	AIMPOINT P-1 3.5MOA	5,150.00
AETNA HEALTH OF CALIFORNIA INC	JANUARY PREMIUMS	24,302.26
AFLAC	DEC AFLAC PREMIUMS	3,046.86
AMERICAN BUSINESS MACHINES	TONER SHIPPING CHARGE-FI	8.00
ASPHALT COATING & SUPPLIES	PAIL OF ASPHALT EMULSION	258.16
BANC OF AMERICA LEASING	PAYMENT 23 PRINCIPAL	46,351.61
BRYAN COMPANY DEMOLITION INC	CONCRETE/DEBRIS REMOVAL	4,000.00
BURTON'S FIRE INC.	FIRE ENGINE REPAIR-E11	9,789.50
C.L.E.A.	JAN 2020 LT DISABILITY	49.00
CALIFORNIA BUSINESS MACHINES	PW-12/22-1/21/20 TA2552C	67.03
CITY OF EXETER	11/18/19-12/18/19 ASSESS	1,115.89
CSJVRMA	2019 WC RETRO ADJUSTMENT	144,750.00
DEPT OF JUSTICE	NOV BLOOD ALCOHOL ANALYS	35.00
EMD NETWORKING SERVICES, INC.	DECEMBER 2019 VOIP	1,017.61
EXETER UNIFIED SCHOOL DISTRICT	CUSTODIAL FEES-YOUTH VB	350.00
FG SOLUTIONS LLC	WATER/SEWER RATE ANALYSI	6,567.82
FOOTHILLS SUN-GAZETTE	12/18/19 PN ORDINANCE SU	137.50
FRESNO OXYGEN	55 HP CYL/WELDING CART	478.92
FRONTIER CALIFORNIA INC.	5139/12-16 TO 1/15/20	833.21
FUSION CLOUD SERVICES LLC	0966/12-18 TO 01/17/20	228.26
KIMBALL-MIDWEST	TOWEL/BRUSH/PAINT/SHINE	528.28
LEAF CAPITAL FUNDING LLC	TA4002I KYOCERA-CH	87.51
MCDONALD'S CORPORATION	TCE EXTENSION-VISALIA RD	500.00
OASIS SECURITY SYSTEMS	JAN-MAR SECURITY SYSTEM	105.00
OFFICE DEPOT	BATTERY BACKUP	661.46
PROFORCE	AIM ACRO P-1 RED DOT 3.5	1,971.14
PRUDENTIAL OVERALL SUPPLY	12/19/19 UNIFORM SERVICE	103.18
RAYMOND L & MARY C CHUN TTE'S	TCE EXTENSION-VISALIA RD	9,000.00
ROMAN CATHOLIC BISHOP	12/27/19 ARROYO DONATION	18.00
SEQUOIA APPAREL, INC	CAPS-QTY 36	426.69
SILVER & WRIGHT LLP	NOV 2019 333 PALM	13,479.88
SOUTHERN CALIFORNIA EDISON	9240C/11-23 TO 12/24/19	10,864.00
SOUTHERN CALIFORNIA GAS CO.	0891/11-25 TO 12/26/19	1,173.65
STANDARD INSURANCE CO.	JAN 2020 LIFE INSURANCE	2,319.86
TF TIRE AND SERVICE	14 EXPLORER-FIEHAWK GT	1,377.51
TOWN & COUNTRY CAR WASH	OCT CAR WASH	74.99
TULARE CO CHIEFS ASSOCIATION	2020 ANNUAL MEMBERSHIP	250.00
TULARE COUNTY	NOV MAIL-DELIQ/WTR	2,510.16
TULARE COUNTY INVESTMENTS LLC	TCE EXTENSION-VISALIA RD	100.00
TULARE COUNTY JAIL	TUMBLER-VANESSA	18.32
UNIVAR USA, INC.	WELL #11 SOD HYPO	406.55
USA BLUEBOOK	SERVICE LINE PULLER KIT	1,388.85
VALLEY GREEN LANDSCAPE	DEC CITY PARK MAINTENANC	9,076.00
VAST NETWORKS	JAN 2020 UTILITY SYSTEM	1,000.00
VOLLMER EXCAVATION, L.P.	TRANSFER OF BASE ROCK	444.04

** Final Totals... 306,421.70

E3

PAYROLL.....S BI-WEEKLY RUN-12/12/2019 15.21.25 PAGE 1
 CHECK FORM..CHEK CHECK REGISTER PR311R-V14.08 Paymate

PERIOD 1 DATING 11/25/2019-12/08/2019 CHECK DATE 12/13/2019
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
43350	63.69	CA STATE DISBURSEMENT UN	2	1 VENDOR CHECK
43351	2,119.92	PHELPS/KEVIN M	429	1
43352	992.79	PHELPS/KEVIN M	429	2
43353	33.25	BILLUPS/SAMANTHA	550	1
43354	33.25	DAVIDSON/KAYTEE	567	1
43355	27.70	ENGLAND/QUINCEY	566	1
43356	193.93	HERNANDEZ/ETHAN	568	1

TOTALS FOR CHECK FORM: CHEK

NEGOTIABLE CHECKS		COUNTS
3,400.84	*EMPLOYEE CHECKS	6
63.69	*VENDOR CHECKS	1
0.00	*BANK CHECKS	0
3,464.53	**TOTAL NEGOTIABLE CHECKS	7

OTHER CHECKS

0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0

3,464.53 **TOTAL FOR CHECK FORM

NON-NEGOTIABLE CHECKS

0.00	*DIRECT DEPOSIT STUBS	0
0.00	*VENDOR DIR DEP STUBS	0

PAYROLL.....S BI-WEEKLY RUN-12/12/2019 15.21.25 PAGE 2
 CHECK FORM..STUB CHECK REGISTER PR311R-V14.08 Paymate

PERIOD 1 DATING 11/25/2019-12/08/2019 CHECK DATE 12/13/2019
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
47357	216.00	CLOCEA	4	1	VENDOR STUB ONLY
47358	780.00	EXETER POLICE OFFICER AS	3	1	VENDOR STUB ONLY
47359	235.35	EXETER POLICE OFFICER AS	3A	1	VENDOR STUB ONLY
47360	4,486.62	ENNIS/ADAM	206	1	STUB ONLY
47361	2,341.43	ONEAL/SHONNA N	203	1	STUB ONLY
47362	506.54	ALDRIDGE/SHAWNA	305	1	STUB ONLY
47363	1,726.09	IBARRA/MARLENE	302	1	STUB ONLY
47364	3,294.65	TAVAREZ/CHRISTOPHER	309	1	STUB ONLY
47365	1,463.70	SEE/EEKHONG	304	1	STUB ONLY
47366	52.64	CANALES/MICHAEL W	430	1	STUB ONLY
47367	1,138.16	CARRETERO/VANESSA	402	1	STUB ONLY
47368	1,992.07	CORREA/GABRIEL JR	436	1	STUB ONLY
47369	995.28	CORREA/GABRIEL JR	436	2	STUB ONLY
47370	1,536.38	CULLUM/TRENT	444	1	STUB ONLY
47371	804.64	CULLUM/TRENT	444	2	STUB ONLY
47372	2,598.06	DURKEE/MARK	404	1	STUB ONLY
47373	1,200.02	DURKEE/MARK	404	2	STUB ONLY
47374	1,665.69	ECHEVARRIA/TYLER J	443	1	STUB ONLY
47375	804.64	ECHEVARRIA/TYLER J	443	2	STUB ONLY
47376	2,442.53	FERNANDEZ/CESAR	434	1	STUB ONLY
47377	1,286.95	FERNANDEZ/CESAR	434	2	STUB ONLY
47378	2,220.55	FRICK/JOCELYNN LEANN	433	1	STUB ONLY
47379	1,025.74	FRICK/JOCELYNN LEANN	433	2	STUB ONLY
47380	2,587.69	GIEFER/MICHAEL DAVID	438	1	STUB ONLY
47381	1,082.54	GIEFER/MICHAEL DAVID	438	2	STUB ONLY
47382	2,581.71	GUZMAN/TIMOTHY CHARLES	410	1	STUB ONLY
47383	1,045.01	GUZMAN/TIMOTHY CHARLES	410	2	STUB ONLY
47384	3,175.16	HALL/JOHN T	406	1	STUB ONLY
47385	2,593.89	INGLEHART/BRETT A	411	1	STUB ONLY
47386	1,286.95	INGLEHART/BRETT A	411	2	STUB ONLY
47387	2,165.39	KNOX/MARK	442	1	STUB ONLY
47388	1,003.99	KNOX/MARK	442	2	STUB ONLY
47389	1,991.14	LOPEZ/ESTEBAN	445	1	STUB ONLY
47390	792.25	LOPEZ/ESTEBAN	445	2	STUB ONLY
47391	679.77	MACLEAN/JANET L	413	1	STUB ONLY
47392	13,289.14	MACLEAN/JANET L	413	2	STUB ONLY
47393	1,700.66	SALINAS/ALEXANDER	419	1	STUB ONLY
47394	955.23	SALINAS/ALEXANDER	419	2	STUB ONLY
47395	2,232.10	WALKER/PAUL	425	1	STUB ONLY
47396	1,082.54	WALKER/PAUL	425	2	STUB ONLY
47397	2,409.91	YARBER/ISABEL	422	1	STUB ONLY
47398	947.71	ALDRIDGE/GARY	618	1	STUB ONLY
47399	1,414.50	ARROYO/MARIE	623	1	STUB ONLY
47400	1,102.86	CABRERA/GUADALUPE	628	1	STUB ONLY
47401	1,835.18	ESPINOLA/DANIEL M	602	1	STUB ONLY
47402	1,393.85	HUGGINS/KYLE AARON	621	1	STUB ONLY
47403	2,829.29	QUALLS/DAYMON	607	1	STUB ONLY
47404	1,635.33	RAMIREZ/JUAN	608	1	STUB ONLY

PAYROLL.....S BI-WEEKLY RUN-12/12/2019 15.21.25 PAGE 3
 CHECK FORM..STUB CHECK REGISTER PR311R-V14.08 Paymate

PERIOD 1 DATING 11/25/2019-12/08/2019 CHECK DATE 12/13/2019
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
47405	675.60	WENDT/EDDIE	626	1 STUB ONLY
47406	1,258.50	CARTER/AMY JO	502	1 STUB ONLY
47407	1,140.13	WACHTER/LINDA S	517	1 STUB ONLY
47408	1,420.65	MILLAN/MARCUS	622	1 STUB ONLY
47409	1,349.68	MILLER/JAMES	624	1 STUB ONLY
47410	689.47	MIRWALD/PHILIP	625	1 STUB ONLY
47411	1,179.09	QUIROZ/PATRICK P	512	1 STUB ONLY
47412	1,836.04	HAYES/CURTIS W	437	1 STUB ONLY
47413	937.56	HAYES/CURTIS W	437	2 STUB ONLY

TOTALS FOR CHECK FORM: STUB

NEGOTIABLE CHECKS	COUNTS
0.00 *EMPLOYEE CHECKS	0
0.00 *VENDOR CHECKS	0
0.00 *BANK CHECKS	0
0.00 **TOTAL NEGOTIABLE CHECKS	0

OTHER CHECKS

0.00 *MANUAL CHECKS	0
0.00 *CANCELLED CHECKS	0
0.00 **TOTAL FOR CHECK FORM	

NON-NEGOTIABLE CHECKS

97,882.89 *DIRECT DEPOSIT STUBS	54
1,231.35 *VENDOR DIR DEP STUBS	3

PERIOD 2 DATING 12/09/2019-12/22/2019 CHECK DATE 12/27/2019
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
43357	63.69	CA STATE DISBURSEMENT UN 2		1 VENDOR CHECK
43358	1,953.23	PHELPS/KEVIN M	429	1
TOTALS FOR CHECK FORM: CHEK				
NEGOTIABLE CHECKS			COUNTS	
	1,953.23	*EMPLOYEE CHECKS		1
	63.69	*VENDOR CHECKS		1
	0.00	*BANK CHECKS		0
	2,016.92	**TOTAL NEGOTIABLE CHECKS		2
OTHER CHECKS				
	0.00	*MANUAL CHECKS		0
	0.00	*CANCELLED CHECKS		0
	2,016.92	**TOTAL FOR CHECK FORM		
NON-NEGOTIABLE CHECKS				
	0.00	*DIRECT DEPOSIT STUBS		0
	0.00	*VENDOR DIR DEP STUBS		0

PERIOD 2 DATING 12/09/2019-12/22/2019 CHECK DATE 12/27/2019
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
47414	198.00	CLOCEA	4	1 VENDOR STUB ONLY
47415	780.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
47416	235.35	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
47417	4,486.62	ENNIS/ADAM	206	1 STUB ONLY
47418	2,341.52	ONEAL/SHONNA N	203	1 STUB ONLY
47419	387.87	ALDRIDGE/SHAWNA	305	1 STUB ONLY
47420	2,302.69	IBARRA/MARLENE	302	1 STUB ONLY
47421	3,299.97	TAVAREZ/CHRISTOPHER	309	1 STUB ONLY
47422	2,125.72	SEE/EEKHONG	304	1 STUB ONLY
47423	1,143.33	CARRETERO/VANESSA	402	1 STUB ONLY
47424	2,037.27	CORREA/GABRIEL JR	436	1 STUB ONLY
47425	1,337.13	CULLUM/TRENT	444	1 STUB ONLY
47426	3,760.99	DURKEE/MARK	404	1 STUB ONLY
47427	1,510.93	ECHEVARRIA/TYLER J	443	1 STUB ONLY
47428	2,458.02	FERNANDEZ/CESAR	434	1 STUB ONLY
47429	1,934.01	FRICK/JOCELYNN LEANN	433	1 STUB ONLY
47430	2,199.49	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
47431	1,941.55	GUZMAN/TIMOTHY CHARLES	410	1 STUB ONLY
47432	3,175.14	HALL/JOHN T	406	1 STUB ONLY
47433	2,314.05	INGLEHART/BRETT A	411	1 STUB ONLY
47434	1,807.48	KNOX/MARK	442	1 STUB ONLY
47435	1,407.44	LOPEZ/ESTEBAN	445	1 STUB ONLY
47436	1,656.90	SALINAS/ALEXANDER	419	1 STUB ONLY
47437	1,986.36	WALKER/PAUL	425	1 STUB ONLY
47438	2,409.84	YARBER/ISABEL	422	1 STUB ONLY
47439	1,191.01	ALDRIDGE/GARY	618	1 STUB ONLY
47440	1,419.75	ARROYO/MARIE	623	1 STUB ONLY
47441	1,174.09	CABRERA/GUADALUPE	628	1 STUB ONLY
47442	1,840.43	ESPINOLA/DANIEL M	602	1 STUB ONLY
47443	1,393.85	HUGGINS/KYLE AARON	621	1 STUB ONLY
47444	2,702.76	QUALLS/DAYMON	607	1 STUB ONLY
47445	1,600.15	RAMIREZ/JUAN	608	1 STUB ONLY
47446	355.59	WENDT/EDDIE	626	1 STUB ONLY
47447	1,258.58	CARTER/AMY JO	502	1 STUB ONLY
47448	1,140.13	WACHTER/LINDA S	517	1 STUB ONLY
47449	1,347.87	MILLAN/MARCUS	622	1 STUB ONLY
47450	905.25	MILLER/JAMES	624	1 STUB ONLY
47451	719.56	MIRWALD/PHILIP	625	1 STUB ONLY
47452	1,184.34	QUIROZ/PATRICK P	512	1 STUB ONLY
47453	1,583.47	HAYES/CURTIS W	437	1 STUB ONLY

E4

CITY OF EXETER

PO BOX 237 - 137 N F STREET, EXETER 93221
Phone 592-3710 - Fax 592-3556

Treasurer's Report October 2019

Beginning Balance as of October 1, 2019		\$	791,366.29
<u>Deposits</u>			
#1420	\$	12,885.80	
#1421	\$	128,386.46	
#1422	\$	893,838.08	
#1423	\$	31,550.15	
#1424	\$	18,955.69	
Direct Deposit #1425	\$	355,006.30	
TOTAL DEPOSITS		\$	1,440,622.48
<u>Withdrawals</u>			
City Checks Processed	\$	679,186.22	
Payroll EFT	\$	145,198.36	
Payroll Checks	\$	4,601.02	
CalPERS Retirement costs	\$	44,351.49	
P/R Taxes	\$	26,821.25	
Def Comp	\$	1,785.40	
FSA Disbursements	\$	3,284.15	
Bank Charges/Misc	\$	114.90	
Chargebacks	\$	244.91	
State DU	\$	368.76	
Wire transfer	\$	400,000.00	
TOTAL WITHDRAWALS		\$	1,305,956.46
<i>Ending Bank Balance as of Oct 31, 2019</i>		\$	926,032.31
<i>Undeposited cash on hand #1426</i>		\$	14,554.31
Bank of the Sierra ending balance		\$	940,586.62
<u>Outstanding Checks</u>			
General	\$	127,031.14	
Payroll	\$	426.25	
Outstanding CalPers Pymt	\$	-	
<i>Adjusted Bank Balance as of October 31, 2019</i>		\$	127,457.39
		\$	813,129.23
<u>Investments</u>			
US Savings	\$	272,984.71	
Government Agency Bond	\$	250,450.00	
CD's	\$	1,975,000.00	
Local Agency Investment Fund	\$	3,522,090.51	
Fair Market Value Adjustment gain/(loss)	\$	8,986.36	
Charles Schwab	\$	0.23	
		\$	6,029,511.81
Total City Funds 10/31/2019		\$	6,842,641.04
<i>Ratio of Invested Funds/Available Funds</i>			88%

City of Exeter
Treasurer's Report
Investments as of 10/31/2019

<u>Rate</u>	<u>Maturity Date</u>	<u>Description</u>	<u>Purchase Date</u>	<u>Principal Value</u>
<u>Certificates of Deposit</u>				
2.10%	11/19/2019	CAPITAL ONE BANK #0QX1	Nov-14	\$ 247,000
2.20%	12/10/2019	GOLDMAN SACHS #JEH0	Dec-14	\$ 247,000
2.10%	1/14/2020	CIT BANK #DAD4	Jan-15	\$ 245,000
1.35%	6/10/2020	MB FINANCIAL BANK #CRZ1	Jun-16	\$ 248,000
1.75%	10/29/2021	COMENITY CAPITAL #ASX5	Oct-16	\$ 249,000
1.75%	11/2/2021	DISCOVER BANK #2M39	Nov-16	\$ 247,000
2.40%	11/15/2022	CAPITAL ONE #RKE0	Nov-17	\$ 247,000
3.00%	8/9/2021	ALLY BANK #GEE9	Aug-18	\$ 245,000
2.08% Average				<u>\$ 1,975,000</u>
<u>Money Market Funds</u>				
2.19% Demand		Local Agency Investment Fund	Various	\$ 3,522,091
Demand		US Savings	Various	\$ 272,985
Demand		Charles Schwab	Various	\$ 0.23
				<u>\$ 3,795,075</u>
<u>Government Securities</u>				
1.88%		Federal Home Loan Bank		<u>246,375</u>
Total Investments				<u>\$ 246,375</u>
				<u>\$ 6,016,450</u>

By - E. See/C. Tavaraz

City of Exeter Agenda Item Transmittal

Meeting Date: January 14, 2020

Agenda Item Number: E5

Wording for Agenda: Adopt Resolution 2020-01 authorizing the conversion of parking control along the east side of Kaweah Avenue (SR 65), commencing at Sequoia Drive, and continuing north one-hundred and thirty-two (132) feet, and along the west side of Kaweah Avenue (SR 65), commencing at Sequoia Drive, and continuing north one-hundred and forty (140) feet to red curbing – no parking or stopping at any time.

Submitting Department: Public Works
Contact Name: Daymon Qualls
Phone Number: 592-3318
Email: dqualls@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

Staff recommends that Council adopt Resolution 2020-01 as presented.

Summary/Background:

In June of 2019 two high school students were struck by a vehicle while in the cross walk on Kaweah Avenue (SR 65) at Sequoia Drive. The accident caused major injuries to one of the students and resulted in long-term hospitalization and on-going rehabilitation.

Since the accident Caltrans has received numerous calls from residents expressing concerns for pedestrian safety at this location. In response to those concerns, Caltrans studied the area for potential safety improvements. Their study concluded that parking on both sides of Kaweah Avenue (SR 65) north of Sequoia Drive reduces visibility and creates a potential safety hazard for both vehicles and pedestrians. For that reason, Caltrans has expressed its desire to improve safety by prohibiting parking in this area, in hopes of avoiding similar accidents in the future.

In order to make the no parking zone enforceable, Council must take action as described in section 10.04.010 of Exeter's Municipal Code, which authorizes the City Council to act to prohibit parking in designated areas by Resolution.

Fiscal Impact: This project will have no immediate impact on the City's street budget as all work will be done by Caltrans.

Prior Council/Board Actions: None

Attachments: Resolution 2020-01

Recommended motion to be made by Council/Board: I move to adopt Resolution 2020-01 as presented.

RESOLUTION 2020-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EXETER IMPLEMENTING THE CONVERSION OF PARKING CONTROL ON BOTH SIDES OF
KAWEAH AVENUE NORTH OF SEQUOIA**

WHEREAS, the Municipal Code of the City of Exeter, Chapter 10.04 empowers the City Council to regulate traffic within the City of Exeter; and

WHEREAS, Section 10.04.130 and 10.04.200 authorizes the prohibition of parking and the marking of such prohibited parking by curb markings; and

WHEREAS, in June of 2019 two high school students were struck by a vehicle while in the cross walk on Kaweah Avenue (SR 65) at Sequoia Drive; and

WHEREAS, Caltrans has received numerous calls from residents expressing concerns regarding pedestrian safety at this location; and

WHEREAS, a survey performed by Caltrans has concluded that parking on both sides of Kaweah Avenue (SR 65) north of Sequoia Drive reduces visibility and creates a potential safety hazard for both vehicles and pedestrians;

WHEREAS, Caltrans has expressed its desire to improve safety by prohibiting parking in this area, in hopes of avoiding similar accidents in the future; and

WHEREAS, Section 10.04.010 authorizes the City Council to act to prohibit parking in designated areas by Resolution.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to the provisions of Section 22506 of the Vehicle Code, and Sections 10.04.010, 10.04.130 and 10.04.200 of the Municipal Code of the City of Exeter, the City Council for the City of Exeter does order the conversion of parking control along the east side of Kaweah Avenue (SR 65), commencing at Sequoia Drive, and continuing north one-hundred and thirty-two (132) feet, and along the west side of Kaweah Avenue (SR 65), commencing at Sequoia Drive, and continuing north one-hundred and forty (140) feet to red curbing – no parking or stopping at any time .
2. That signs are installed and/or curbs painted red, on said portion of said Kaweah Avenue (SR 65) evidencing the prohibition of stopping or parking pursuant to this Resolution.

**PASSED, ADOPTED, AND APPROVED THIS 14TH DAY OF JANUARY, 2020, BY THE
FOLLOWING VOTE:**

AYES:
NOES:
ABSTAIN:
ABSENT:

Mayor

ATTEST:

City Clerk

City of Exeter Agenda Item Transmittal

Meeting Date: January 14, 2020

Agenda Item Number: E6

Wording for Agenda: Declare Janice Zigler's seat on the Planning Commission vacant and direct staff to post the vacancy and solicit applications.

Submitting Department: Administration
Contact Name: Shonna Oneal, Adam Ennis
Phone Number: 592-9244, 592-4539
Email: soneal@exetercityhall.com
adam@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

Staff recommends that Council declare Janice Zigler's seat on the Planning Commission vacant and direct staff to post the vacancy and solicit applications.

Summary/Background:

On January 2, 2020, Commissioner Janice Zigler, submitted her resignation from the Planning Commission effective February 1, 2020, which creates an unexpected vacancy for a term ending January, 2023.

Staff requests the Council declare the seat on the Planning Commission vacant and direct staff to proceed with posting the vacancy notice and solicit applications with a deadline of January 31, 2020. An item will be brought back to Council following the deadline to submit applications, for consideration and appointment of an applicant to serve the remaining term. Appointments for new members is done by the Mayor with approval of the Council.

Fiscal Impact: None

Prior Council/Board Actions: None

Attachments: None

Recommended motion to be made by Council/Board: I move to declare Janice Zigler's seat on the Planning Commission vacant and direct staff to post the vacancy and solicit applications.

City of Exeter Agenda Item Transmittal

Meeting Date: January 14, 2020

Agenda Item Number: E7

Wording for Agenda: Adopt Resolution 2020-02 establishing requirements and criteria for towing services to enter into agreements with the City for public safety responses and allow the use of multiple tow service companies that have a business location within the City of Exeter.

Submitting Department: Police
Contact Name: Chief Hall
Phone Number: 592-3103 ext. 2001
Email: jhall@exeterpd.com

Department Recommendation:
That Council adopt Resolution 2020-02 as presented.

Summary/Background:

Currently the Exeter Police Department is limited by Council Resolution 2003-05 to using a single tow service company for the towing/removal of vehicles when needed and authorized by law. Traditionally, the majority of law enforcement agencies have an established list of tow service companies to be utilized when the need arises.

It is not uncommon for situations to arise where multiple vehicles need to be towed, such as in the case of a multiple vehicle traffic collision. When these circumstances arise, it is in the best interest of the public safety and the community to remove these vehicles from the roadway as quickly as possible. Unfortunately, when multiple vehicles are involved, a single tow service company can easily find itself unable to remove all of the vehicles without conducting multiple trips. This causes an extended delay in the amount of time it can take to clear the roadway, thus requiring public safety personnel to spend additional time at the scene and unavailable for other calls for service.

This resolution would allow for multiple tow service companies with a business location in the City of Exeter to enter into an agreement with the City to be utilized on a rotational basis. Establishing a list of approved tow service companies will allow for the more efficient clearing of accident scenes, as well as providing for additional resources should one company become unavailable.

The proposed tow service agreement is attached. It has been reviewed and approved by the City Attorney, and is consistent with tow service agreements currently in use by other public safety agencies.

Fiscal Impact:
None

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Prior Council/Board Actions:

At the February 25, 2003 City Council Meeting, Council authorized Resolution 2003-05, which limited city staff to using a single tow service company.

Attachments:

1. Resolution 2020-02
2. Exeter Police Department Tow Service Agreement

Recommended motion to be made by Council/Board: I move to adopt Resolution 2020-02 authorizing city staff to enter into tow service agreements with multiple tow service companies with a business location within the City of Exeter.
--

RESOLUTION 2020-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER, CALIFORNIA ESTABLISHING REQUIREMENTS AND CRITERIA FOR TOWING SERVICES TO ENTER INTO AGREEMENTS WITH THE CITY FOR PUBLIC SAFETY RESPONSES

WHEREAS, public safety services within the City of Exeter have a need, from time to time, to contact towing services to remove vehicles, which, for various purposes, must be removed from public streets and right of ways; and

WHEREAS, the City of Exeter has determined that it is appropriate and necessary to establish requirements and criteria for any such towing services which will be contacted by public safety services within the City of Exeter; and

WHEREAS, the City of Exeter has further found and determined that it is most appropriate, reasonable, and necessary to limit the number of such towing services which are utilized by public safety services within the City of Exeter;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. **The City Council of the City of Exeter does find and determine that it is in the best interest of the City of Exeter, its residents and taxpayers and its public safety providers that a policy be established setting forth the requirements and criteria for towing service companies to be contacted and utilized by public safety services within the City of Exeter to remove vehicles from public roads, streets, and rights of ways.**
2. **That the City Council of the City of Exeter does further find and determine that it is most efficient and best meets the needs and requirements of the City of Exeter, its citizens and its public safety services, if the number of such towing service companies to be contacted and utilized by public safety services within the City of Exeter be limited to tow service companies with an established business location within the City limits of the City of Exeter which shall, at a minimum, include the following:**
 - a. **Capacity for vehicle storage on site, both within a fully enclosed and locked structure which meets appropriate criteria for vehicles stored for evidentiary purposes, as well as within fully enclosed, locked and screened fenced grounds;**
 - b. **That said business location must be staffed by a regular employee of said towing company for a minimum of 35 hours per week;**
 - c. **That said business location shall be leased or owned by said towing company and that all said staff working at said business location shall be employees of said towing company; and**
 - d. **That any such business location shall meet all applicable City of Exeter ordinance, zoning and building requirements.**
3. **It is further found and determined by the City Council of the City of Exeter that the requirements and criteria which must be met by such towing service companies to qualify for entering into an agreement with public safety services within the City of Exeter for the provision of such tow services are as follows:**

- a. Any such towing company must meet and agree to all conditions as provided in the Exeter Police Department Tow Service Agreement.
4. The City may seek the services of alternative towing companies at any time if it is in the best interest of Public safety.

PASSED, ADOPTED, AND APPROVED THIS 14TH DAY OF JANUARY, 2020, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

Mayor

ATTEST:

City Clerk

EXETER POLICE DEPARTMENT TOW SERVICE AGREEMENT

This Tow Service Agreement (TSA) contains terms and conditions that a company agrees to comply with in order to receive and maintain a rotation tow listing with the City and the Exeter Police Department (EPD). Participation in the EPD Rotation Tow Program is voluntary. An operator, by agreeing to participate in the program, does not acquire a contractual right as against the EPD, and is not acting as an agent for the EPD or the City of Exeter when performing services under the TSA unless transporting, on behalf of the EPD, evidence of a crime within its jurisdiction. Exceptions to compliance with the TSA shall not be authorized by verbal agreement. Any exceptions shall be documented by the Patrol Division Commander as a written addendum to the TSA and executed by the parties.

1. ROTATION LISTS

- A. A call to an operator shall constitute one turn on the list and the operator shall be moved to the bottom of the list.
 - 1) This includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time.
- B. If it is determined the operator is not needed and is canceled by the EPD, up to and including arrival on scene and standby time which does not result in a tow, there shall be no charges and the operator shall be placed back at the top of the list.
- C. If the operator responds to an EPD call and is canceled by the vehicle's registered owner or agent, prior to the operator taking possession of the vehicle, there shall be no charge and the operator shall be placed back at the top of the list.
 - 1) Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun. (Section 3068.1[a] of the Civil-Code)
- D. Nothing in the TSA shall prohibit a Watch Commander, Supervisor or other employee from requesting a specific tow company when, in their opinion, the necessary resources to clear a hazard are not available from the tow company currently at the top of the rotation tow list.
 - 1) In such an instance, the selected company would then go to the bottom of the list and those tow companies which were by-passed, would remain in the same list order.
- E. Nothing shall prohibit a Class B, C, or D operator from maintaining a position on a lighter class rotation list, provided the tow truck meets the equipment specifications for that class of operation.

- 1) Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class tow truck.

2. TOW OPERATORS

- A. Operators applying for the rotation tow program shall have a minimum of three (3) verifiable years for-hire towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for a rotation tow listing.
 - 1) The three (3) verifiable years for-hire experience shall be decided by the EPD.
- B. Operators and owners who do not meet the three (3) verifiable years for-hire towing experience, may be considered if a full-time manager is employed who possesses three (3) verifiable years for-hire tow experience, as an owner, principal or full-time manager.
 - 1) The three (3) verifiable years for-hire experience, as an owner, principal, or full-time manager shall be decided by the EPD.
- C. Management experience shall be decided and qualified by the EPD as follows:
 - 1) The designation of "manager" implies general power and permits reasonable inferences that the employee so designated is invested with the general conduct and control of his employer's business.
 - 2) An individual who has charge and control of a business and is vested with a certain amount of discretion and independent judgment.
- D. If the manager ceases to be employed by the company, the TSA shall be terminated until a new manager is approved by the EPD.
- E. Operators shall have all tow truck drivers involved with EPD rotation tow operations participate in a controlled substance and alcohol testing (CSAT) program.
 - 1) Drivers requiring a Class A, Class B, or commercial Class C license (endorsed for hazardous materials transportation) shall participate in a CSAT program as defined in the Code of Federal Regulations, Title 49, Parts 40 and 382.
 - 2) Drivers not required to possess a Class A, Class B, or commercial Class C license shall be enrolled in a CSAT program substantially similar to the requirements as outlined in Section 1 above.
 - 3) The operator shall ensure selection pools for commercially and non-commercially licensed drivers are maintained separately. The operator shall provide records of their CSAT programs to the EPD during enrollment period.
 - 4) A driver possessing a non-commercial driver's license who returns with a positive test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.

F. Operators shall have a Carrier Identification (CA) number and a valid Motor Carrier Property (MCP) permit. MCP documentation shall be provided to the EPD during the enrollment period.

- 1) Expiration of an operator's MCP and/or suspension of the MCP, pursuant to Section 34623 VC, shall result in the immediate suspension of eligibility of the tow operator, as well potential termination of this Agreement with the operator.

3. TOW OPERATOR'S BUSINESS

A. An operator's place of business shall have a sign which clearly identifies it to the public as a tow service.

- 1) The sign shall have letters which are clearly visible to the public from the street and shall be visible at night.

B. Business hours shall be posted in plain view to the public.

C. An operator's place of business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner, manager, or employee during normal business hours.

- 1) "Normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Martin Luther King Day, Labor Day, Lincoln's Birthday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day (Section 22851[b] VC).

D. Offices staffed with only one employee may be closed for one hour at lunch.

- 1) A sign shall be posted which reflects a lunch closure and a phone number where a request by a vehicle's owner/agent shall result in an immediate response to release property or a vehicle.
- 2) Response to the office shall be within the time frame required for a normal EPD Class A tow.

E. The operator shall maintain records of all tow services furnished at the operator's primary office.

- 1) Invoices shall at a minimum include a description of each vehicle, nature of service, start time, end time, location of call, itemized costs of towing and storage, the tow truck driver's name, and truck used.

- F. The operator's primary office shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, and Federal Communication Commission licensing (if applicable), and non-EPD tows.
- G. The EPD may inspect all operator records without notice during normal business hours.
- H. Operators shall permit the EPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.
 - 1) The EPD shall provide a receipt for any record removed from the place of business.
- I. Records shall be maintained and available for inspection for a period of two (2) years plus the current term of this TSA.
 - 1) Failure of the operator to comply with the aforementioned inspection requirements shall be cause for termination of the Agreement with the operator.

4. FINANCIAL INTEREST

- A. No operator or applicant shall be directly involved in the towing-related business of any other operator or applicant within the-Exeter area.
- B. The sale or transfer of the controlling interest in a company shall immediately terminate the TSA. A new owner may apply for the rotation tow program at any time during the remainder of the current TSA term, regardless of the EPD's enrollment period.
- C. No operator or applicant shall share equipment with any other operator or applicant involved with the EPD rotation tow list (excluding equipment which may be unavailable due to repairs or equipment replacement).

5. RESPONSE TO CALLS

- A. The operator shall respond to calls 24 hours a day, seven (7) days a week, within the maximum response time limits established by the Patrol Division Commander.
- B. An appropriately licensed operator or tow truck driver shall respond with a properly equipped tow truck of the class required to tow the vehicle and be in possession of the appropriate class of license and applicable endorsements.
 - 1) Any applicable permits (e.g., load variance, oversize, etc.) shall be valid and maintained in the tow truck.
- C. The operator shall advise EPD dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time.

- 1) If, after accepting the call, the operator is unable to respond or will be delayed in responding, the operator shall immediately notify the EPD Communications Center.
- D. A failure to respond to towing or service calls, and/or repeated failures to meet maximum response time requirements, may result in termination of this Agreement with the operator.
- E. If service, other than towing, recovery, and load salvage, is canceled by the vehicle's registered owner or agent, no lien shall arise for the service unless the operator has presented a written statement to the vehicle's registered owner or agent for the signed authorization of services to be performed pursuant to Section 3068(a) of the Civil Code.
- 1) The operator shall not attempt to take possession of a vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled.
- F. Nothing shall prohibit a Class B, C, or D operator from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation.
- 1) Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced.
- G. The Patrol Division Commanders may establish policy which allows an operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call.
- H. If two or more operators are called to the same incident, distribution of the vehicles shall be at the discretion of the EPD employee responsible for handling the incident.
- I. When an operator will be temporarily unavailable to provide services due to a pre-planned or scheduled activity, the operator shall notify the EPD at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- J. Only tow truck personnel and equipment requested shall respond to an EPD call (e.g., tow truck driver bringing girlfriend, children, or their dog, is not allowed).
- 1) An exception would be a tow truck driver trainee responding with an approved rotation tow truck driver only if an approved CHP 234F, Tow Operator/Driver Information, and documentation of tow truck driver training has already been submitted for the trainee to the EPD.

- K. An operator/employee shall not respond to an EPD call assigned to another operator or re-assign a call to another tow operator, unless requested to do so by the EPD.
- 1) Nothing would preclude the assigned operator/employee from responding to an incident to ascertain if additional assistance or equipment is required.
 - 2) There shall be no additional charge for any personnel or equipment which is not necessary to perform the required service.
- L. There may be times when the operator/employee assigned the initial call may require assistance from an additional operator/employee.
- 1) The assigned operator/employee may, with the concurrence of the scene manager, request a specific operator for additional assistance.
 - 2) The operator/employee's request shall be routed through the EPD.
- M. There may be times when an operator/employee, who was not called to the scene; comes upon a collision scene where a vehicle or vehicles are blocking a roadway and the on-scene officer requests assistance in clearing the roadway.
- 1) In such a case, the operator/employee may be requested by the officer to move the vehicle to a safe location and leave it.
 - 2) There shall be no charge for this assistance and the assistance provided shall not change the operator's place in the rotation.

6. STORAGE FACILITY

- A. The operator shall be responsible for the safekeeping and prevention of vandalism of all vehicles and contents which are stored or impounded by the EPD.
- 1) At a minimum, a securely fenced or enclosed storage area shall be provided.
- B. The primary storage facility shall be at the same location as the business address.
- 1) This requirement may be waived by an addendum from the Patrol Division Commander.
- C. Tow operators shall maintain sufficient storage spaces.
- 1) A secondary storage facility shall only be utilized if the primary storage facility is full.
 - a) This requirement may be waived by an addendum from the Patrol Division Commander.
 - 2) Secondary storage facilities shall be located reasonably close to the main business office.
 - a) There shall be no charge to the vehicle's owner/agent for towing a vehicle

from a secondary storage facility to the primary storage facility.

- D. Storage facilities owned by an operator and shared with another operator shall only be approved if the owner/operator charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.
- E. Storage facilities shared by operators, or other business establishments not owned by the operator, shall be physically separated and secured from each other.
- F. Prior to the utilization of new storage facilities, which were not listed on the CHP 234A, Rotation Tow Listing Application, the operator shall obtain the Patrol Division Commander's approval.
- G. An operator's employee shall be properly trained to conduct business transactions related to towing, storage, and release of vehicles/property.
- H. Upon approval from the EPD, the operator or their employee shall release personal property from a vehicle which has been stored/impounded by the EPD at the request of the vehicle's registered owner or agent (personal property is considered to be items which are not affixed to the vehicle).
 - 1) A receipt shall be provided for the removed property, with a copy placed in the stored vehicle.
 - a) This procedure shall also apply to the removal of property by the tow operator and/or their employee to a secured area within the business.
- I. The requirement to obtain approval from the EPD prior to the release or removal of property may be excused by the Patrol Division Commander if it is determined proper safeguards and procedures are utilized by the operator.
 - 1) This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.
- J. Personal property and/or the vehicle shall be released at the primary storage facility.
 - 1) Personal property or a vehicle release from a secondary storage facility shall only be granted if it's acceptable to the vehicle's registered owner or agent.
- K. No fee shall be charged for the release of personal property during normal business hours pursuant to Section 22581(b) VC.
 - 1) The maximum charge for a non-business hours release shall be one-half the hourly tow rate charged, or less, for initially towing the vehicle pursuant to Section 22851(b) VC.
 - 2) No lien shall attach to any personal property in or on the vehicle pursuant to Section 22851(b) VC.

L. The operator shall keep a written record of every vehicle stored for a period longer than 12 hours pursuant to Section 10650(a) VC.

- 1) The record shall contain the name and address of the person storing or requesting the tow, the names of the owner and driver of the vehicle (if ascertainable), and a brief vehicle description (make, model, license plate number, and any vehicle damage) pursuant to Section 10650(b) VC.

7. TOW TRUCK DRIVERS

A. The operator shall ensure tow truck drivers responding to calls initiated by the EPD are competent and have completed a Tow Service Agreement Advisory Committee (TSAAC) approved tow truck driver training program within the past five (5) years.

- 1) The TSAAC approved tow truck driver training course list is contained in Attachment A of this TSA.
 - a) Acceptable tow truck driver training programs shall be approved by the TSAAC.
- 2) Documentation of a completed tow truck driver training program shall be submitted along with the CHP 234F, Tow Operator/Driver Information.
 - a) Tow truck driver training documentation should be for the appropriate class of tow truck (e.g., a Class D driver should have heavy duty tow driver's training documentation).
 - b) An operator shall be provided with written notification regarding the reason(s) for denial of an operator/driver's CHP 234F within 30 days.

B. Completion and/or documentation of a tow truck driver's training do not indicate a sufficient level of competence.

C. Tow truck drivers shall perform all towing and recovery operations in the safest and most expedient manner possible.

D. Tow truck drivers shall be at least 18 years of age and shall possess the proper class of license and endorsements for the towed and towing vehicle.

E. All tow truck drivers and owner/operators shall be enrolled in the Employer Pull Notice (EPN) program.

- 1) The operator shall provide a current list of drivers and a copy of the current EPN report, or in the case of a newly hired tow truck driver, proof of enrollment in the EPN program, for all drivers to the EPD during enrollment.
- 2) Upon the addition of new drivers, an operator shall be granted a maximum of 30 days to enroll drivers in the EPN.
- 3) The EPN shall be kept on file, signed, and dated by the operator.

- F. The operator shall maintain a current list of drivers.
- G. Uniforms: EPD rotation tow drivers shall wear an identifiable uniform (either shirt and pants, or coveralls) displaying the company and driver's names while engaged in EPD rotation tow operations.
- H. Personal Appearance: EPD rotation tow drivers shall represent a professional image.
- I. Safety Vests: EPD rotation tow drivers shall wear appropriate warning garments (e.g., vests, jackets, shirts, retro reflective clothing) for daylight and hours of darkness in accordance with California Code of Regulations, Title 8, Section 1598.

8. TOW TRUCK CLASSIFICATIONS

- A. An operator shall equip and maintain tow trucks covered under the TSA in accordance with the provisions set forth in the California Vehicle Code (VC), Title 13 of the California Code of Regulations (Title 13), the specifications contained in this TSA, and in a manner consistent with industry standards and practices.
- B. All tow trucks shall have recovery and wheel lift capabilities meeting the specifications contained in this TSA and the most recent electronic version of the CHP 234B, Tow Truck Inspection Guide.
 - 1) Class D tow trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.
 - 2) An operator who has a car carrier is exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit and shall not be used for recovery.
- C. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck should be cause for immediate suspension, and potential termination of this Agreement with the operator. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when towing.
- D. There are four (4) classes of tow trucks covered under this TSA.
 - 1) Class A - Light Duty
 - a) An operator should maintain a minimum of one tow truck which has a manufacturer's GVWR of at least 14,000 pounds.

After June 30, 2006, Class A 4-wheel drive tow trucks with a GVWR of less than 14,000 pounds may be listed as special equipment on the CHP 234A, Rotation Tow Listing Application. These tow trucks shall be used only for recoveries requiring the use of 4-wheel drive.

2) Class B - Medium Duty

- b) An operator should maintain a minimum of one tow truck with a GVWR of at least 26,001 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle.

- (1) All Class B tow trucks with a GVWR of less than 26,001 pounds currently approved for the EPD Class B rotation tow list will be allowed to remain on the Class B rotation tow list until June 30, 2025.

- (2) Tow companies continuously used on rotation for the EPD, whose equipment was previously approved and owned by the same operator but lacks air brakes, and/or a tractor protection valve or device, may apply for and receive a Class B rotation tow listing if the tow truck is capable of supplying service brake air to the towed vehicle and has a single control for application.

3) Class C - Heavy Duty

- c) An operator should maintain at least one three-axle tow truck with a GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

- (1) All Class C tow trucks with a GVWR of less than 48,000 pounds currently approved for the EPD Class C rotation tow list will be allowed to remain on the Class C rotation tow list until June 30, 2025.

4) Class D - Super Heavy Duty

- d) An operator should maintain at least one three-axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

- (1) All Class D tow trucks with a GVWR of less than 52,000 pounds currently approved for the EPD Class D rotation tow list will be allowed to remain on the Class D rotation tow list until June 30, 2025.

- (2) If this class of tow truck is used exclusively for salvage and recovery operations, there is no requirement for providing and maintaining continuous air to the towed vehicle.

9. GENERAL EQUIPMENT SPECIFICATIONS

- A. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR and the classification system used by the American Trucking Association (ATA) and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.
- B. Identification Labels: Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.
- C. Recovery Equipment Rating: The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).
 - 1) The structural design of the recovery equipment must have a higher load capacity than the performance ratings.
 - 2) Winches shall conform to or exceed the specifications set forth by the Recovery Equipment Rating, Society of Automotive Engineers (SAE) Handbook, SAEJ706.
 - 3) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.
- D. Control/Safety Labels: All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

10. INSPECTIONS

- A. All tow trucks utilized in response to a request for a rotation tow shall have no less than one annual inspection completed by the CHP.
 - 1) The EPD may conduct additional inspections without notice during normal business hours.
- B. The operator shall not dispatch a tow truck which has not been inspected and approved by the CHP.
- C. The annual inspection shall consist of a Level One inspection (CHP 407F, SafetyNet Driver/Vehicle Inspection Report) conducted by a commercial enforcement officer and a tow truck inspection (CHP 234B, Tow Truck Inspection Guide) conducted by the local CHP Area tow officer, commercial enforcement officer, or officer.
 - 1) Upon the successful completion of a Level One inspection, a Commercial Vehicle Safety Alliance (CVSA) decal shall be issued.

D. If 80 percent of the operator's tow trucks fail the initial annual inspection, the operator's application shall be denied and the operator may reapply during the next open enrollment period.

E. The EPD will honor annual inspections performed by any CHP Area office.

To meet requirements for honoring inspections, a Level One Inspection from a CHP Inspection Facility must have been conducted within the last 30 days and a completed CHP 407F presented.

11. RATES

A. Fees charged for calls originating from the EPD shall be reasonable, valid, and not in excess of those rates charged for similar services provided in response to requests initiated by a public agency or private person.

- 1) Reasonableness shall be determined as compared to other rates.
- 2) Validity shall be based upon the following: telephone quotes, invoices, posted rates, charges to retail customers, etc.

NOTE: Element 11.A, shall not apply if the operator responds to a EPD call in a location where towing rates for all tow companies are established by an Official Police Garage (OPG) or city/county ordinance pursuant to Section 21100(g) VC.

B. Based upon the average of the proposed fees -submitted, the -Patrol Division- Commander shall determine the reasonableness and validity of all submitted rates (i.e., storage, non-skilled labor, special equipment, etc.).

C. An operator who submits a rate, which is determined by the Patrol Division Commander to be unreasonable and/or invalid, shall be allowed to re-submit rates only once.

- 1) If the re-submitted rate is unreasonable and/or invalid, the operator shall be disqualified until the next enrollment period.
- 2) An operator shall be provided with written notification regarding the disqualification within 30 days.

D. Rate requirements represent the maximum an operator may charge on an EPD call.

- 1) An operator is not precluded from charging less when deemed appropriate by the operator.
- 2) These requirements shall not be construed as requiring a charge if an operator would not normally charge for such service.

- E. Any operator who charges rates above the submitted rates for a EPD call shall be subject to potential termination of this Agreement.
- F. In an effort to remain competitive in the open market, the operator may lower retail rates at any time by notifying the EPD.
 - 1) When an operator lowers the retail rate, that retail rate becomes the operator's new approved rate.
- G. A valid bank credit card or cash payment shall be accepted for payment of storage and/or towing when a vehicle is stored pursuant to Section 22651 VC (Section 22651.1 VC).
- H. No operator or employee shall refer to any rate as a required or "EPD Rate."
- I. The approved schedule of rates charged by the operator shall be available in the tow truck, and shall be presented upon demand to the vehicle owner/agent for whom the tow service was provided or any EPD officer at the scene.
- J. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift, etc.) a stored vehicle from inside an operator's storage yard to the front of the business establishment.
- K. Operators may only raise rates during the enrollment period or upon approval after a midterm review.

L. *Tow Rates*

- 1) The rate for towing should be computed from portal to portal when a vehicle is towed to the operator's storage yard.
 - a) Portal to portal is defined as follows: Time shall start from either the point of dispatch or upon departure from the place of business, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or completion of the call, if another call is pending, whichever is shorter.
- 2) The time expended, for towing a vehicle back to the operator's storage yard, should be charged at a rate not to exceed the hourly rate.
 - a) Time expended in excess of the hourly rate shall be calculated in no more than one-minute increments.
 - b) There shall be no additional charges for mileage, etc.
- 3) The operator may submit two retail hourly tow rates to the EPD: One rate for calls originating during normal business hours and one rate for calls originating after

business hours.

- 4) The operator shall base towing charges upon the class of vehicle being towed, regardless of the class of truck used.

M. *Service Call*

- 1) The operator may charge up to a 30 minute minimum per call for any service which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer or returned to the operator's storage yard.
- 2) Rates for a service call (out-of-gas, lockouts, tire changes, etc.) should be from portal to end of service.
- 3) Charges, in excess of a 30-minute service call, may be charged in no more than one-minute increments.
- 4) Fuel charges for gasoline dispensed on out-of-gas service calls shall be at the prevailing market rate.

N. *Fees for Special Operations*

- 1) Fees shall be reasonable and consistent with industry standards for similar operations.
- 2) Operators involved in the two (2) tow truck Salvage and Recovery list may charge a minimum two-hour rate.
 - a) Time expended in excess of the two-hour minimum shall be at the hourly rate in no more than one-minute increments.
 - b) If it is determined that only one truck is required, the second truck may claim portal to portal and time expended on scene until determination was made that it was not required.
- 3) Hourly rates shall be established for the following:
 - a) Auxiliary and contracted equipment, e.g., airbags, converter gear/dolly, additional trailers, fork lift, front loaders.
 - b) Contract labor.
- 4) Operators shall submit a mark-up rate (percentage of the cost to the operator) for rental equipment and specialized labor not otherwise listed on the CHP 234A, Rotation Tow Listing Application.
- 5) If an operator performs a service for which a required rate was not submitted and approved by the EPD, the operator shall only be entitled to charge for the actual cost of that service plus ten (10) percent.

O. *Storage Fees*

- 1) A vehicle stored 24 hours or less shall be charged not more than one day storage pursuant to Section 3068.1(a) of the Civil Code (CC).
 - a) If the vehicle is released from storage after 24 hours has lapsed, charges may be allowed on a full, calendar-day basis for each day of storage, or part thereof pursuant to Section 3068.1(a) CC.
- 2) Storage of vehicles in combination should be charged a per vehicle rate except for dollies, con-gear, vehicle on a car carrier/trailer, etc.
 - a) Dollies and con-gear, not in combination, may be charged a storage rate not to exceed Class A storage fees.
- 3) Inside storage fees shall only be charged when inside storage is requested by the EPD, registered owner, legal owner, insurance company, or when the inside storage can be justified by the tow operator.
- 4) The operator shall display in plain view at all cashier's stations, a sign as described in-Section-3070(d)(2)(E) CC; disclosing-all storage-fees and charges in force, including the maximum storage rate.

12. COLLUSION

- A. An operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion with any other operator or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the TSA that would bring about any unfair condition which could be prejudicial to the EPD, the motoring public, or other operators.
- B. A finding by the EPD that any operator or applicant has been involved in collusion shall be cause for denial of an application or shall nullify the TSA. Any operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on all EPD rotation tow lists for the current term, plus three years.

13. INSURANCE

- A. Operator's general liability policies shall be primary and not seek contribution from the City's coverage, and be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California, or admitted in the state in which the operator's business is located, and is authorized to do business in California:
 - 1) Minimum Level of Financial Responsibility (as required by Section 34631.5 of the California Vehicle Code) - Bodily injury and property damage with a combined single limit of not less than \$1,000,000 for Class A tow trucks. The combined limits for Classes B, C, and D shall not be less than \$1,000,000. These

minimum standards are to include non-owned and hired auto coverage.

- 2) Uninsured Motorist - Legal minimum, combined single limit.
- 3) On-Hook Coverage/Cargo - Insuring the vehicle in tow with limits based on the size of the tow truck.
 - a) Class A tow truck.....\$50,000
 - b) Class B tow truck.....\$100,000
 - c) Class C tow truck.....\$200,000
 - d) Class D tow truck.....\$250,000
- 4) Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$1,000,000.
- 5) Garage Keeper's Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.
- 6) Workers' Compensation and Employers' Liability – Operator shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least 1,000,000. Operator shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

B. An operator shall provide proof of insurance for all storage facilities listed on the CHP 234A, Rotation Tow Listing Application.

C. Proof of insurance shall be in the form of a certificate of insurance. The operator's insurance policy shall provide for not less than 30 days written notice to the EPD in the event the insurance policy is canceled or is due to expire.

D. Failure of the operator to maintain the minimum insurance requirements set forth in the TSA shall immediately nullify the TSA, remove the operator from the rotation tow list, and subject to Potential termination of this Agreement.

14. ANNUAL OPEN ENROLLMENT/MEETINGS

A. The EPD shall conduct an open enrollment meeting, every three to five years to discuss the forthcoming TSA term and issues concerning the rotation tow program.

1) The EPD shall give the operator a 30-day written notice of the meeting.

2) If an operator or operator's designee fails to the open enrollment meeting, the operator's application for the forthcoming TSA term shall be denied.

a) The operator shall be provided with written notification of the denial and may re-apply during the next open enrollment.

B. Any subsequent meetings shall be mandatory for the operator or operator's designee.

- 1) The EPD shall give a 30-day written notice, if practical, of the meeting.
- 2) Failure to attend a meeting shall result in action by the EPD as provided in Section 19.

15. DEMEANOR AND CONDUCT

- A. While involved in EPD rotation tow operations or related business, the tow operator and/or employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:
 - 1) Rude or discourteous behavior.
 - 2) Lack of service, selective service, or refusal to provide service which the operator is capable of performing.
 - 3) Any act of sexual harassment or sexual impropriety.
 - 4) Unsafe driving practices.
 - 5) Exhibiting any objective symptoms of alcohol or drug use.
 - a) The operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the EPD if an odor of an alcoholic beverage is detected upon their person.

16. TOW COMPLAINTS

- A. All EPD related tow service complaints received or initiated by the EPD against a tow operator or tow operator's employees, shall be accepted and investigated in a fair and impartial manner.
 - 1) The tow operator and their employees shall cooperate with EPD investigators during the course of an investigation.
- B. The operator shall be notified in writing of the findings within 30-days of the conclusion of any investigation.
- C. Should the filing of criminal charges be a possibility, the EPD shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted.
- D. Complaints for violations of the law not normally investigated by EPD shall be referred to the agency with investigation jurisdiction.
- E. Alleged violations of the TSA shall be investigated by the EPD Area covered by the TSA.

17. COMPLIANCE WITH LAW

- A. The tow operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.

- B. Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude should be cause for suspension of an operator/employee, or denial of an operator/employee's application, or termination of the TSA.
- C. EPD personnel, as well as tow operators and their employees; shall not be offered nor accept gratuities pursuant to Section 12110(a) VC.
- D. No tow operator or their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Section 12110(c) VC.
- E. Failure of an operator to satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.
- F. An operator or employee arrested/charged for a violation involving any of the above crimes should be suspended until the case is adjudicated.

18. COMPLIANCE WITH TSA

- A. The operator agrees, as a condition of inclusion in the rotation tow program, to comply with the terms and conditions of the TSA. Furthermore, the operator or operator's agent agrees that failure to comply with these terms and conditions shall be cause for termination of this Agreement or other appropriate action as determined by the City.
- B. The actions or violations subject to Agreement suspension or termination include but are not limited to :
 - 1) A violation of the equipment requirements, related to safety.
 - 2) A violation of the GVWR and/or safe loading requirements of a tow truck. This includes exceeding the tow truck's GVWR, FAWR, RAWR, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.
 - 3) A violation of intentionally overcharging or a pattern of overcharging.
 - 4) Any unsatisfactory terminal evaluation rating issued by the Motor Carrier Safety Unit (MCSU).)
 - 5) Allowing an incompetent tow truck driver to respond to a EPD call.
 - 6) An operator responding a tow truck driver to a EPD call (i.e., those drivers dispatched by the tow operator's business) for whom the following information has not been submitted and approved by the EPD
- C. CHP 234F, Tow Operator/Driver Information.

- 1) Documentation indicating completion of a TSAAC approved tow truck driver training program within the past five (5) years.
- 2) Enrollment in an annual random drug testing program and Employer Pull Notice program.

19. ACTION FOR NONCOMPLIANCE/VIOLATIONS

- A. The Patrol Division Commander shall take action against an operator for violations investigated and sustained. Furthermore, the operator agrees that failure by the operator, or their agent, to comply with these terms and conditions shall be cause for action including written reprimand, suspension, denial of an application, or termination from the EPD Rotation Agreement/Tow Program, any and all of which shall be at the discretion of the Patrol Division Commander.
- B. Nothing shall preclude the EPD from taking the appropriate enforcement or administrative action for any violations of law.
- C. Nothing herein shall be deemed to prohibit the EPD from immediately suspending, terminating, or denying an application of any operator or employee whose conduct, in the opinion of the Patrol Division Commander, is deemed to be a danger to the motoring public, or who has engaged in conduct constituting a flagrant violation of the TSA (e.g., registered sex offender).
- D. Records of violations shall be retained by the EPD for at least 36 months, and in accordance with applicable law.

20. MIDTERM REVIEW

- A. The purpose of this section is to provide a process for a midterm review of the terms and conditions of the TSA in the event there is a legitimate and substantial change in conditions or law affecting the majority of the operators or the EPD.
- B. A midterm review, when granted by the Chief of Police or designee, will not automatically authorize a change in the terms and conditions of the TSA.
 - 1) If a midterm review is announced by the Chief of Police or designee, it is the responsibility of the Patrol Division Commander to conduct a review of the conditions which initially caused the request to be communicated and to determine if the change is justified.

21. ADVERTISING

The operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the EPD or the Department of Motor Vehicles.

22. CANCELLATION

This TSA may be canceled by either party by giving written notice to the other party.

23. OPERATOR APPROVAL AND INDEMNIFICATION

I certify that all drivers operating under this Tow Service Agreement (TSA) are qualified and competent. I further certify that I have read and understand this TSA and agree to abide by all the provisions. I further agree, to the fullest extent permitted by law, to indemnify, defend, and save harmless the City of Exeter, its officers, agents, and employees from any and all claims and losses accruing or resulting to the operator in connection with the performance of the TSA, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this TSA, unless caused by the sole negligence or willful misconduct of the City. The operator, and the agents and employees of the operator, in the performance of this TSA, shall act in an independent capacity and not as officers or employees or agents of the City of Exeter. The effective dates of this TSA are:

_____ to _____.
(Date) (Date)

Operator Name: _____

Company: _____

Title: _____

Business Address: _____

Phone Number: _____

Motor Carrier Permit Number: _____

Signature: _____

Date: _____

TSA Approved: ☐ Denied: ☐

Exeter Police Department Representative:

City of Exeter Agenda Item Transmittal

Meeting Date: January 14, 2020

Agenda Item Number: F1

Wording for Agenda: Administrative Hearing to consider confirmation of Nuisance Abatement Cost Recovery Amount and Special Assessment Approval for 531 West Firebaugh, Exeter, CA 93221, Assessor's Parcel Number 135-073-014-000

Submitting Department: Public Works
Contact Name: Daymon Qualls,
Phone Number: (559) 592-3318
Email: dqualls@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

City staff recommends that the City Council hold the administrative hearing and consider any comments or information provided by the property owner/occupant and confirm the City's cost recovery amount and approve that amount for special assessment against the Nuisance Property pursuant to the California Government Code and the Exeter Municipal Code.

Summary/Background:

Description of Code Enforcement Actions

The Nuisance Property (531 West Firebaugh Avenue) is a single-family residential structure that has been a subject of City code enforcement efforts since May 2019. The record owner of the Nuisance Property is Kevin M. Ruddy ("Owner").

The Nuisance Property was brought to the attention of Code Enforcement in May 2019 after an inspection of the exterior of the Nuisance Property from a public right of way, revealed several dangerous and unsafe conditions that threatened the health and safety of the entire neighborhood. City inspectors observed overgrown weeds and vegetation in the front, side, and back yards of the Nuisance Property. The extensive overgrowth not only creates a trip and fall hazard, but also constitutes an extreme fire hazard and serves as a harborage for rodents and pests that can spread disease. City inspectors also observed the accumulation of junk, trash, and debris such as discarded furniture, appliances, large boxes, and other miscellaneous trash items in the carport and on the driveway of the Nuisance Property.

On May 15, 2019, the City issued the Owner a Notice of Violation ("First NoV") informing the Owner of the public nuisance violations of overgrown weeds and vegetation and the accumulation of the junk, trash, and debris in the carport and on the driveway of the Nuisance Property. The First NoV ordered the Owner to immediately abate the violations and stated the failure to abate the conditions will result in the City acquiring authority to abate the conditions at the responsible persons' expense pursuant to Exeter Municipal Code ("EMC") section 8.24.010.

On May 31, 2019, City inspectors conducted a follow-up inspection of the Nuisance Property and observed no abatement or improvement of the nuisance conditions. The Owner made no effort to bring the Nuisance Property into compliance with State and local laws.

On July 10, 2019, a Final Notice of Violation ("Final NoV") was mailed to the Owner, again ordering the removal of the junk, trash, and debris in the carport and on the driveway and removal of all potential fire hazards including overgrown trees, bushes, weeds, and tall grass. The Final NoV stated that all abatement must be completed by July 25, 2019. An Administrative Citation ("First Admin Cite"), in the amount of \$100, was also issued to the Owner for the same violations.

On July 31, 2019, City inspectors conducted another follow-up inspection of the Nuisance Property, and again observed no improvement or abatement of the nuisance conditions. Again, the Owner made no effort to bring the Nuisance Property into compliance with State and local law. Thus, on August 1, 2019, the City issued the Owner a second Administrative Citation ("Second Admin Cite") in the amount of \$200.

On August 23, 2019, the City conducted another inspection of the Nuisance Property and observed the same violations remained with no efforts made to correct any of the violations. Thus, on August 26, 2019, the City issued and posted on the Nuisance Property a Notice of Intent to Abate Nuisance ("NoI") informing the Owner that the City declared the junk, trash, and debris located in the carport and on the driveway, and in the front, side, and back yards, to constitute public nuisances and, due to the Owner's failure to abate the conditions, the City intended to abate the nuisance conditions. The First NoV, the Final NoV, the First Admin Cite, and the Second Admin Cite provided the Owner with more than ample notice and opportunity to bring the Nuisance Property into full compliance with all laws, yet the Owner deliberately chose to remain noncompliant to the immediate detriment of the surrounding community.

On October 15, 2019, Code Enforcement staff and an Exeter Police Officer contacted the Owner of the Nuisance Property regarding the multiple notices and citations that were previously issued. The female occupant ("Occupant") also showed City staff a copy of an Administrative Citation with a \$500 fine issued by Tulare County Fire Department. During the contact, City staff explained that if no action was taken by the Owner or the Occupant, the City would obtain an abatement warrant to rehabilitate the nuisance conditions on the Nuisance Property. Further, the Owner and the Occupant were advised that any abatement expenses incurred by the City would become the personal liability of the Owner and an assessment against the Nuisance Property. The Occupant was also provided with a flyer for the upcoming City Fall Clean-Up Event scheduled for the following weekend and explained that if the owner/occupant cleaned up the property and hauled the debris to the City Corporation Yard the disposal cost during the clean-up would be \$5 per load of debris compared to the potential for thousands of dollars if the City were forced to abate the nuisance conditions.

Thereafter, City inspectors conducted a final inspection of the Nuisance Property and verified that no corrective actions were taken. Due to the Owner's lack of cooperation and non-compliance with the City's remediation directives, the City expended considerable time and resources correcting conditions that could have been easily and less expensively addressed by the Owner. Despite the City's extensive efforts, the Owner refused to take any necessary corrective actions to the immediate detriment of the surrounding community.

As the City's efforts to work with the Owner to rehabilitate the Nuisance Property continued to fail, the City sought an Abatement Warrant to abate the dangerous nuisance conditions on the Nuisance Property to protect the public. It was determined that unless the City took further

action, the unlawful conditions on the Nuisance property would continue to persist and worsen, negatively impacting the health and safety of the community and the public.

Thus, on October 22, 2019, the City obtained an Abatement Warrant to enter, document, and abate the multiple violations of law on the Nuisance Property. On October 28, 2019, pursuant to the Abatement Warrant, a Public Works Department employee and an Exeter Police Officer posted the Abatement Notice on the Nuisance Property providing the Owner with 24 hours advance notice of the scheduled execution of the Abatement Warrant.

On October 29, 2019, the City executed the Abatement Warrant. Pursuant to the Abatement Warrant, the City abated the nuisance conditions on the Nuisance Property. During that abatement, officials from the Code Enforcement Department, Exeter Police Department, Public Works Department, and City contractors identified and abated multiple continuing violations of law on the Nuisance Property, such as the large accumulation of junk, trash, and debris in the carport, on the driveway, and in the backyard that were causing a fire and health and safety hazard. The City also abated the overgrown trees and other overgrown vegetation that were creating public nuisances and dangers.

During the execution of the Abatement Warrant, both the Owner and the Occupant were present. The Occupant advised City staff that the windows on the Nuisance Property were broken, and the Nuisance Property had no electrical utility service for the past year. The Owner and the Occupant were allowed to separate and remove items that they wanted to retain, including a wicker chair and an inoperable vehicle. The Owner expressed concern for a broken Columbia 3-Wheel bicycle that he advised was his primary mode of transportation. The bicycle was then retrieved from the yard by City staff and returned to the Owner. A full-size refrigerator, confirmed to be inoperable, which did not contain any perishable food or other items, was also removed from the Nuisance Property. In addition, there was a riding yardman lawnmower that was disposed of because the Owner and the Occupant indicated they did not desire to salvage it.

There was one 55-gallon drum full of motor oil and a second drum that was a quarter full. The barrels of motor oil were stored near piles of wood, which posed a dangerous fire hazard. Both barrels were removed from the Nuisance Property using proper waste removal procedures to avoid accidents and spillage. The City incurred additional costs in properly disposing of the oil using an oil hauler—World Oil. To abate the overgrown weeds and vegetation, City staff used a weed eater to remove the tall dead grass along the fence in the back yard. Once the abatement was completed, the hauler crew used a blower, brooms, and rakes to clean the driveway and yards. Overall, the City cleared several tons of trash and debris from the Nuisance Property.

During the execution of the Abatement Warrant, City staff made every effort to be professional, courteous, and respectful of the Owner's and the Occupant's property, and allowed them to express their opinions regarding property they did not deem to be trash or debris. Upon completion of the abatement of the nuisance conditions, Code Enforcement staff, the Exeter Police Officer, the Owner, and the Occupant surveyed the Nuisance Property and identified personal effects that the City did not remove. City staff then prepared, and the Owner reviewed and signed, a list of items that were not discarded during the abatement process. City staff also explained to the Owner his responsibility to maintain the Nuisance Property in compliance with all State and local laws, and to prevent or abate any conditions that may pose a significant harm to the community and the public in the future. The Owner was further specifically advised to prevent accumulation of junk and debris, and to maintain the yards to prevent any overgrowth of vegetation that may serve as ready fuel to exacerbate any fires. City staff advised that the Owner could avoid further issuances of citations and fines as long as he maintained compliance.

After successful execution of the Abatement Warrant, the City now seeks to resolve this matter by recovering the nuisance abatement costs the City was forced to incur to clean-up the Nuisance Property, as authorized by the California Government Code and the Exeter Municipal Code.

Statutory Cost Recovery Rights & Cost Recovery Amount

The City is entitled to reimbursement of its nuisance abatement enforcement costs through a special assessment on the Nuisance Property. Government Code section 38773.5 and Exeter Municipal Code section 8.24.130 authorize the levying of a special assessment against the Nuisance Property for recovery of the City's and the public's nuisance abatement costs they were forced to incur due to the interested parties' failure to maintain and expeditiously rehabilitate the Nuisance Property. By statute, a special assessment becomes a personal obligation of the property owner and a super-priority tax lien on the Nuisance Property. (Gov. Code, §§ 38773.5, 53935; Rev. & Tax. Code, § 2192.1; EMC, § 8.24.130.)

The City's unpaid abatement costs in this matter total **\$7,614.95**.

Explanation of Costs

The City conducted preliminary assessment research to analyze abatement options for the Nuisance Property. The City's costs incurred in this matter include, but are not limited to: the nuisance abatement investigation and analysis; multiple inspections; verifications of the nuisance conditions; analysis of the severity of the violations; assessment of the nuisance abatement options; consultation with City Prosecutors regarding compliance with the legal process and enforcement options; nuisance abatement feasibility analysis; preparing the Abatement Warrant packet; obtaining the Abatement Warrant from the court; preparation, mailing, and posting of abatement notices; conducting multiple inspections of the Nuisance Property to identify, verify, and confirm the full extent of the dangerous conditions and violations of law; issuance of notices of violation, administrative citations, and the notice of intent to abate; communications with the Owner and the Occupant to gain compliance; communication with different State and local agencies such as the Exeter Police Department, the Exeter Public Works Department, and City contractors regarding coordination of the execution of the Abatement Warrant; ongoing communications with the City Prosecutor's Office regarding due process, proper disposal of property, mitigation of loss, storage of property, limitations of abatement, and protecting and securing the City's cost recovery rights; and processing of the special assessment.

The City prepared an abatement warrant application packet consisting of an application, a memorandum of points and authorities, a declaration by a City inspector, a proposed warrant, a warrant execution notice, and a warrant return. The abatement warrant packet was submitted to the Court for approval. Abatement was then noticed and executed. In executing the abatement warrant, the City coordinated with various State and local agencies, including the Public Works Department, the Exeter Police Department, and City contractors in order to ensure availability and attendance at the abatement and coordinate delegation and division of labor during the abatement process. During the abatement, officials from the various agencies documented, photographed, and abated the violations of law on the Nuisance Property. Upon completion of the abatement, the City prepared, filed, and submitted the warrant return to the court. The City then conducted a follow-up analysis regarding the scope and severity of the remaining violations, further monitoring of the Nuisance Property, and the City's nuisance abatement and enforcement options in the event the Owner and the Occupant fail to maintain the Nuisance Property. Upon completion of the abatement, the City proceeded with this action to recover the public's nuisance abatement costs incurred.

For this City's cost recovery action, the City prepared, mailed, and posted the Cost Recovery Invoice ("Invoice") informing all interested parties that the City seeks recovery of its costs incurred in this nuisance abatement action against the Nuisance Property. The City also obtained a Property Detail Report and a copy of the Grant Deed. The Invoice listed the date, time, and place of this City Council Administrative Hearing and identified the amount the City seeks to confirm as a special assessment on the Nuisance Property.

All the costs incurred by the City in this nuisance abatement action were reasonable, and were solely necessitated by the interested parties' failure to maintain and expeditiously rehabilitate the Nuisance Property. Property owners and interested parties have a legal obligation to maintain their private property and to keep it safe such that it does not present a danger to the community. If the City is forced to invest public resources to pursue abatement of nuisances on private property, the public is entitled to recover those nuisance abatement and enforcement costs. Failure to recover those costs would double victimize the community by making the public pay for the enforcement action to alleviate the dangerous nuisance conditions to which the community was the victim, and would be tantamount to a gift of public funds for the improvement of private property benefiting the uncooperative property owners. Accordingly, the City hereby requests that the City Council confirm and approve the recovery of the City's nuisance abatement costs in this matter in the amount of **\$7,614.95** and approve the levying of that amount as a special assessment on the Nuisance Property.

Fiscal Impact: This action will reimburse the City for the public's costs incurred as a part of the City's nuisance abatement enforcement against the Nuisance Property. The recovery of nuisance abatement costs is critical to the City's long-term ability to protect the public from the development of dangerous conditions on private property, to protect the public's use and enjoyment of their property in the City, and to protect the safety, aesthetics, and property values of real property throughout the City. The City only pursues nuisance abatement enforcement actions as a last resort after the interested parties have been notified, given an opportunity to voluntarily cure the violations, and have proven uncooperative to the point of the public's detriment.

Prior Council Action: None

Attachments:

1. Nuisance Property Grant Deed (1997).
2. Nuisance Property Cost Recovery Invoice.

Recommended motion to be made by the Council: I move to confirm the nuisance abatement cost recovery amount of \$7,614.95 and to approve the levying of a Special Assessment for that amount on the nuisance property at 531 West Firebaugh Avenue in order to recover the City's costs incurred abating the public nuisances on that parcel.

RECORDING REQUESTED BY
NORTH AMERICAN TITLE COMPANY
Escrow No. 5005634-LR Order No. TUL-98220
AND WHEN RECORDED MAIL TO

Name Kevin M. Ruddy
Street West
Address 531/ Firebaugh Avenue
Exeter, California 93221
City &
State

97-063192

Recorded
Official Records
County of
Tulare
Greg Hardcastle
Recorder
8:00am 12-Sep-97

Rec Fee 7.00
TTX 52.80
SMF 10.00
Check 69.80

FATC DH 1

STATE OF CALIFORNIA

GRANT DEED

A.P.N. 135-073-014-000

Documentary Transfer Tax \$52.80 Based 48,000.00 City of Exeter
For value received, Andrew M. Cuomo, Secretary of Housing and Urban Development, of
Washington, D.C., grants to Kevin M. Ruddy, a single man

Legal: THE EAST HALF OF LOTS 14 AND 15 IN BLOCK 2 OF ARABELLE ADDITION NO. 1 TO
EXETER, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3,
PAGE 40 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property: 531/ Firebaugh Avenue, Exeter, California
Being the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 U.S.C.
section 1701) and the Department of Housing and Urban Development Act (42 U.S.C. section 3531).

Said conveyance is made Subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record
against the above described property; also Subject to any state of facts which an accurate survey of said property would show.

In witness whereof, the undersigned on 6 August, 1997, has set his/her hand and seal as
Director, Single Family Division, HUD Office, Fresno, California, for and on behalf of the said
Secretary of Housing and Urban Development, under authority and by virtue of 50 F.R. 42099 (10/17/85).

Witnesses:
By: Yvielle Edwards-Lee, Director, Single Family Division (Seal)
HUD Office, Fresno, California

STATE OF CALIFORNIA
COUNTY OF FRESNO
On this 6th day of August, 1997 before me, Ruby Heredia, A Notary Public
personally appeared Yvielle Edwards-Lee, Director, Single Family Division
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Ruby Heredia

MAIL TAX
STATEMENTS TO: SAME AS ABOVE



(seal)

NAME ADDRESS CITY/STATE/ZIP



Code Enforcement

350 W. Firebaugh – PO Box 237, Exeter, CA 93221
Ph. #559-592-3318 Fax. # 559-592-3516

CITY OF EXETER NUISANCE ABATEMENT COST RECOVERY INVOICE

DELIVERED VIA NUISANCE PROPERTY POSTING & CERTIFIED MAIL WITH RETURN RECEIPT
REQUESTED TO INTERESTED PARTIES

Date: November 21, 2019

Nuisance Property: 531 W Firebaugh

Exeter, California 93221

APN 135-073-014-000

Abatement Costs: \$7614.95

Payment Deadline: January 15, 2020

Payment Address: Exeter Public Works Department, 350 West Firebaugh, Exeter, California 93221.

Council Hearing Date & Time: January 14, 2020 at 7:00 p.m.

Council Hearing Location: Exeter City Hall Council Chambers, 137 North F Street, Exeter, California 93221.

Interested Parties:

Kevin Ruddy
531 W. Firebaugh
Exeter, CA 93221

First National Mortgage Corp
Dba Cal Lending
5280 Corporate Drive
Frederick, Maryland 21701

To All Interested Parties:

NOTICE IS HEREBY GIVEN that, pursuant the Exeter Municipal Code ("EMC") and the California Government Code, the City of Exeter ("City") hereby seeks to recover its fines, costs, expenses, fees, and attorneys' fees ("Abatement Costs") incurred as part of the City's nuisance abatement enforcement efforts against the parcel of real property located at 531 W. Firebaugh, Exeter, California 93221, APN 135-073-014-000 ("Nuisance Property").

The City's unpaid Abatement Costs in this matter total **\$7,614.95**. You must pay the balance owed to the City no later than the close-of-business on the 45th day after the mailing of this Invoice. Payment must be made payable to the "City of Exeter" and must be remitted to **City of Exeter, P.O. Box 237, Exeter, California 93221.**



Code Enforcement

350 W. Firebaugh – PO Box 237, Exeter, CA 93221
Ph. #559-592-3318 Fax. # 559-592-3516

NOTICE IS FURTHER GIVEN that if the Abatement Costs are not paid in full as required by law, they will remain a personal obligation of the liable parties, but a lien or special assessment may also be recorded and charged against the Nuisance Property. Pursuant to State law, notice is hereby given that the Nuisance Property may be sold after three years by the County of Tulare tax collector for unpaid delinquent assessments.

NOTICE IS FURTHER GIVEN that any party with a legal interest in the Nuisance Property may appear at the City Council hearing that has been scheduled for January 14, 2020 at 7:00 p.m. at the Exeter City Hall Council Chambers located at 137 North F Street, Exeter, California 93221. At the City Council hearing, any party with a legal interest in the Nuisance Property may contest the amount of these Abatement Costs. Failure to appear at the City Council hearing to contest the amount shall constitute a waiver of your right to dispute this Invoice or the Abatement Costs, or to further challenge the City's cost recovery rights.

Questions regarding this invoice may be directed to the Director of Public Works, Daymon Qualls at (559) 592-3318


Daymon Qualls
Director of Public Works

Date 11/21/19

ORDINANCE NO. 691

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF
EXETER AMENDING SECTION 3.36.140 OF TITLE 3,
CHAPTER 3.36 OF THE CITY OF EXETER CODE OF
ORDINANCES (MUNICIPAL CODE) CONCERNING
COOPERATIVE PURCHASING, AND PROVIDING FOR
THE UTILIZATION OF EXISTING PURCHASE
CONTRACTS COMPETITIVELY BID AND AWARDED BY
OTHER LOCAL, STATE OR FEDERAL GOVERNMENT
AGENCIES**

WHEREAS, the City Council desires to clarify its authorized cooperative purchasing procedures and methods;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EXETER DOES
ORDAIN, AS FOLLOWS:**

SECTION 1: The City Council hereby amends Chapter 3.36, Section 3.36.140 of Title 3, to read as follows:

§3.36.140 Cooperative Purchasing

A. Without complying with other sections of this chapter, the purchasing officer may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, service or construction with one or more public procurement units, in accordance with an agreement entered into between the participants.

B. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public procurement units, and open-ended state public procurement contracts which are made available to the city.

C. If it is determined to be in the best interest of the city, the purchasing officer may, with approval from the City Council where Council approval would have otherwise been required for said purchase, utilize "piggy-back" procurement and utilize another public agency's contract or agreement to obtain more advantageous prices and terms that can be otherwise obtained on the open market. The City may piggyback onto or join into an existing written purchase contract, or enter into purchase contracts for supplies or services, the pricing and terms of which have been previously established by another public agency, when the existing contract was obtained within the last 48 (48) months through a competitive bidding process prepared and awarded by another public local, state or federal government agency. The contract with the City shall be for a term equal to the remaining term of the existing contract, including any contractually allowed extensions, provided that there is at least one year left in that term. If there is less than one year left in the term the City may utilize the other public agency's contract or agreement and approve the use of the contract price and terms for a longer period, provided the City Council makes written findings supporting the utilization.

SECTION 2: If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 3: This Ordinance shall be in full force and effect thirty (30) days after its final adoption by the City Council. The City Clerk shall cause this ordinance, or a summary thereof, to be published in accordance with applicable law.

The foregoing ordinance was passed and adopted by the City Council of the City of Exeter on a motion of Council Member _____ and seconded by Council Member _____ at a regular meeting held on _____, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

ATTEST:

City Clerk

City of Exeter Agenda Item Transmittal

Meeting Date: January 14, 2020

Agenda Item Number:

F3

Wording for Agenda: Authorize two separate one-time expenditures to Aclara of St. Louis, MO; 1) \$15,750 for water meter reading implementation services, 2) \$13,954 for water meter data collector unit upgrades and authorize the City Administrator to execute two separate agreements; 1) an agreement with Aclara for automated meter infrastructure (AMI) hosting services and required updates at a monthly fee of \$0.34 per account, which is currently about \$13,784 annually and 2) an agreement with First Response Metering (FRM) of Phoenix, AZ for access to a work order and asset management platform and AMI system support at a monthly fee of \$0.43 per account, which is currently about \$17,347.92 annually.

Submitting Department: Public Works

Contact Name: Daymon Qualls

Phone Number: 592-3318

Email: dqualls@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

Staff recommends that Council approve these authorizations as presented.

Summary/Background:

At the November 12, 2013 City Council meeting, Council authorized staff to negotiate and execute an agreement with Global Water Management, LLC (Global Water) to provide an advanced meter reading system through their Fathom platform. Since that time, Fathom has hosted the City's water meter reading data while providing real-time access to meter usage information via their STAR system. Fathom has also provided analytical and technical support which included converting the monthly meter reading file to a format suitable for uploading into the City's billing system. The annual cost for Fathom's services has been approximately \$33,000.

In late November 2019, the City was made aware that Fathom was filing for bankruptcy and closing its doors at the end of 2019. This short notice left the City in a precarious position with no way of processing water meter readings after the end of 2019. Staff has been in communication with various entities in an effort to find an immediate solution so that water meter readings could resume beginning in January of 2020.

Staffs evaluations of the various options has concluded that Aclara is the most efficient and cost-effective solution. Aclara, who has provided the meter transmitting units (MTUs) to Fathom and the City, worked with Fathom to obtain all of the information from their servers to populate new headend servers hosted by Aclara, prior to the Fathom servers being shut down. On December 31, 2019, City staff was notified that all existing data from the Fathom hosted servers had been successfully transferred to servers hosted by Aclara. While there is still much work to be done to finalize the integration, Aclara's database is now active and billing files can be generated once this agreement is in place.

First Response Metering (FRM), a company owned and operated by a former Fathom employee who has provided technical support for Exeter's AMI system, has submitted a proposal for a work order and asset management platform that would be an upgraded replacement of

Fathom's CityWorks system previously used by City staff. Additionally, FRM's proposal includes AMI system monitoring and technical support. Furthermore, FRM's familiarity with Exeter's system and its technical requirements would provide enhanced support for the meter reading transition and integration of the various AMI system components.

In order to complete the transition from Fathom to Aclara and have a fully functioning AMI system that can continue the water meter reading process, there are several things that need to happen:

1. Aclara Implementation Services and Annual Hosting Fees - The City needs to enter into an agreement with Aclara for hosting services and required updates. This will require a one-time implementation fee of \$15,750, as well as a monthly fee of \$0.34 per account, which is about \$13,784 annually.
2. Data Collector Unit (DCU) Upgrades - Because Verizon is sunsetting their 3G service all of the DCUs need to be upgraded to LTE. This involves a hardware upgrade and the establishment of a Virtual Private Network (VPN) to provide secure communications between the DCUs and the headend servers. Aclara staff will complete these upgrades for a one-time fee of \$13,954.
3. Workorder and Asset Management Platform and AMI Analytics – The City needs to enter into an agreement with First Response Metering for access to a workorder and asset management platform and AMI system monitoring, maintenance, and analytics. This agreement will require a monthly fee of \$0.43 per account, which is about \$17,347.92 annually.
4. Cellular Backhaul – With the closure of Fathom, the City now arrange for it's own cellular backhaul communications for the data collector units. Aclara offers its own wireless network – “Aclara Wireless Network” (AWN), which is Verizon service. While staff is still researching the most cost-effective wireless plan, the cost for this service is less than \$1,000 per year.

Fiscal Impact: The one-time expenditures totaling \$29,704 will be paid for from the Water Fund. The combined cost of the two aforementioned agreements and wireless plan will result in an annual cost of about \$32,000, resulting in an annual savings to the water fund of about \$1,000. There is no impact to the General Fund.

Prior Council/Board Actions: November 12, 2013 City Council meeting, Council authorized staff to negotiate and execute an agreement with Global Water Management, LLC (Global Water)

Attachments: None

Recommended motion to be made by Council/Board: I move to authorize two separate one-time expenditures:

- 1) \$15,750 to Aclara for implementation services
- 2) \$13,954 to Aclara for data collector unit upgrades,

and authorize the City Administrator to execute two separate agreements

- 1) An agreement with Aclara for hosting services and required updates at a monthly fee of \$0.34 per account, which is currently about \$13,784 annually.
- 2) An agreement with First Response Metering (FRM) for access to a work order and asset management platform and AMI system support at a monthly fee of \$0.43 per account, which is currently about \$17,347.92 annually.

City of Exeter Agenda Item Transmittal

Meeting Date: January 14, 2020

Agenda Item Number: F4

Wording for Agenda: Informational presentations regarding Public Safety and Road Maintenance needs that may be considered as part of the Proposed Revenue Measure.

Submitting Department: Administration

Contact Name: Adam Ennis

Phone Number: (559) 592-4539

Email: adam@exetercityhall.com

Department Recommendation:

Staff recommends that the Council receive the informational presentations in future consideration of the Proposed Revenue Measure.

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Summary/Background:

Over the last few years the Council has been discussing and considering placing a revenue measure on the ballot to assist in funding deferred needs in areas such as Public Safety, Road Maintenance, Parks and Recreation and Facility Maintenance. Typically, the needs and associated costs exceed existing funding, and quite often, any potential additional funding. This requires choices to be made to balance City services to be within available financial resources. Staff presentations will provide data and analysis to the Council and community to assist in determining the desired balance.

This item presents Public Safety and Road Maintenance data and analysis so that it can be used in upcoming Council and community considerations of the proposed Revenue Measure. In the near future, these informational presentations will also be presented to the community group that is currently being formed at the Council's request. An item for Council formation of the community group will be brought to the next Council meeting. In addition, informational presentations regarding Parks and Recreation and Facility Maintenance needs will be brought to upcoming Council and community group meetings to also assist in evaluating and determining the desired balance of services, costs and potential additional revenue that could be provided by the Proposed Revenue Measure.

Fiscal Impact: None for this item. Fiscal impact from the Proposed Revenue Measure will be determined as it is considered.

Prior Council/Board Actions: Various previous Council discussions and direction on developing the Proposed Revenue Measure.

Attachments: None

Recommended motion to be made by Council/Board: No action required.