

A work session of the City Council, City of Exeter was held on Tuesday, May 19, 2020, at 6:04 p.m., via zoom and in the Exeter City Council Chambers, 137 North F Street, Exeter, California.

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

**COUNCIL ABSENT:** None

**STAFF PRESENT:** Adam Ennis, Julia Lew, John Hall, Chris Tavarez, Daymon Qualls, Shonna Oneal

**A. CALL TO ORDER WORK SESSION**

Mayor Waterman called the work session to order at 6:04 p.m.

**B. PUBLIC COMMENTS REGARDING WORK SESSION MATTERS**

Mayor Waterman-Philpot requested those who wish to speak on matters listed on the Work Session Agenda to do so at this time.

No public comments were presented.

**C. WORK SESSION:**

1. **Council discussion with 2020 Proposed Revenue Measure Advisory Committee (PRMAC) regarding findings of their review. Provide direction to staff on how to proceed with the revenue measure and, if continuing with a community survey now, authorize the City Administrator to execute an agreement with FM3 Research, with conforming language per the City Attorney, and appropriate \$28,250 from the General Fund (104).** City Administrator Adam Ennis provided a staff report for Council's review and consideration and introduced PRMAC Co-Chair Ted Macaulay. Mr. Macaulay provided a PowerPoint Presentation highlighting the PRMAC's recommendation to the Council for pursuing a revenue measure. The Council posed questions and Mr. Ennis provided responses thereto and introduced Richard Bernard of FM3 Research. Mr. Bernard explained the process of surveying the Community and the benefits of conducting one in advance of the election. Mr. Ennis provided additional details regarding the survey. Following discussion, it was moved by Mayor Pro Tem Sally, seconded by Council Member Alves and carried 4-1 (Council Member Petty voting no) to authorize the City Administrator to execute an agreement with FM3 Research, with conforming language per the City Attorney, and appropriate \$28,250 from the General Fund (104).

**D. ADJOURN WORK SESSION**

Mayor Waterman-Philpot adjourned the Work Session at 6:33 p.m.

A closed session of the City Council, City of Exeter was held on Tuesday, May 19, 2020, at 6:33 p.m., via Zoom and in the Exeter City Council Chambers, 137 North F Street, Exeter, California.

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

**COUNCIL ABSENT:** None

**STAFF PRESENT:** Adam Ennis, Julia Lew, Shonna Oneal

**E. CALL TO ORDER CLOSED SESSION**

Mayor Waterman called the work session to order at 6:34 p.m.

**F. 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.

No public comments were presented.

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

Mayor Waterman-Philpot adjourned to Closed Session at 6:34 p.m.

1. 54956.9(c) Conference with Legal Counsel Re: Potential Initiation of litigation by the City: One (1) case

2. 54956.9(d)(4) Conference with Legal Counsel - Significant Exposure to Litigation: One case in which facts are not yet known to potential plaintiff
3. 54957.6 Conference with Labor Negotiators  
Agency Negotiator: Adam Ennis  
Employee Groups: All represented and unrepresented employees

**A regular session of the City Council, City of Exeter was held on Tuesday, May 19, 2020, at 7:15 p.m., via Zoom and in the Exeter City Council Chambers, 137 North F Street, Exeter, California**

**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, Lisa Wallis Dutra, Greg Collins, Shonna Oneal

**STAFF ABSENT:** None

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

Mayor Waterman-Philpot called the regular session to order at 7:15 p.m. City Attorney Julia Lew advised there were no reportable actions. There were no further actions reported.

**I. PLEDGE OF ALLEGIANCE AND INVOCATION**

The pledge of allegiance was given by Council Member Alves and an invocation was given by Public Works Director Daymon Qualls.

**J. SPECIAL PRESENTATIONS (if any): None**

**K. 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.

City Clerk Shonna Oneal reported on two public comments received via email as reflected below:

Michael Giefer addressed the Council regarding the current water restrictions and to consider amending the water restrictions to allow residents to wash their car at home.

Ted Macaulay addressed the Council on behalf of the Lions Club to advise they were considering holding the Exeter Brewfest event at the Exeter City Park on September 12, 2020 and would like to come back to Council at the next meeting with more information.

Mark Richard addressed the Council regarding his concerns with West Coast Towing service on F Street and the trash pile outside of Rocky Hill Haciendas.

**L. CONSENT CALENDAR:**

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

1. Approve minutes of March 24, 2020
2. Payment of Bills
3. Payroll: March 20, 2020; April 3, 2020; April 17, 2020; and May 1, 2020
4. Treasurer's Report: February 2020 and March 2020
5. Adopt Resolution 2020-13 authorizing investment of monies in the Local Agency Investment Fund (LAIF) with the State of California State Treasurer and officers for the City of Exeter's investment account.
6. Award and authorize the City Administrator to sign a contract with Asphalt Maintenance Company of Visalia, CA in the amount of \$63,267.32 for construction of the Completion of Exeter HSIP Project, HSIPL-5195(015), and approve an appropriation of \$65,000 from the Transportation fund (113).

7. Adopt Resolution 2020-14 authorizing the adoption of Caltrans Local Assistance Procedures Manual Chapter 10 for procurement of engineering and design related consultant services on federal and state funded transportation projects for the City of Exeter.
8. Approval to issue permits to four (4) applicants including; Abundant Life Tabernacle, EUHS Music Boosters, Exeter Sportsman's Club and Exeter Wrestling Boosters for the sale of Safe and Sane Fireworks contingent upon compliance with required booth clearances, appropriate documentation, proper on-site storage, compliance with all City Municipal Code requirements, and any County or State guidance and orders in place during the time of sales.
9. Award and authorize the City Administrator to sign a contract with 4 Creeks of Visalia, CA in the amount of \$190,715.99 for Construction Management/Resident Engineer services for the E. Palm Street Reconstruction Project, STPL-5195(022), and approve an appropriation of \$230,000 from Measure R Local funds (131).
10. Award and authorize the City Administrator to sign a contract with the lowest responsible bidder, AJ Excavation of Fresno, CA in the amount of \$1,291,819 for construction of the E. Palm Street Reconstruction Project, STPL-5195(022). Project construction is funded by federal Surface Transportation Program funds and Measure R Local funds and an appropriation of \$1,421,000 is needed from fund Measure R (131).
11. Adopt Resolution 2020-15 requesting the Tulare County Board of Supervisors permit the County Registrar of Voters to render specified services to the City relating to the conduct of the general municipal election, November 3, 2020; and Adopt Resolution 2020-16 calling the General Municipal Election and requesting and consenting to consolidation of elections on November 3, 2020 and setting specifications of the election order.
12. Authorization for the City Administrator to execute an updated Memorandum of Understanding (MOU) between the City of Exeter and the Tulare-Kings County Regional Hazardous Materials Team led by the City of Visalia (Fire Department) for provision of hazardous materials incident response (Haz-Mat Response) at a reduced share of cost due to adding Kings County participating agencies to the program. The current annual cost to Exeter is \$1,261.54.
13. Adopt Resolution 2020-17 Directing the City Engineer to Prepare a Report on Assessment District Numbers 98-01; 97-01; 05-01; 04-01; 04-03; 03-01; 03-02; 01-01; 01-02; 00-01; 00-02; Adopt Resolution 2020-18 Intent to Levy and Collect Assessments on Assessment District Numbers 98-01; 97-01; 05-01; 04-01; 04-03; 03-01; 03-02; 01-01; 01-02; 00-01; 00-02; and set the Public Hearing for July 14, 2020.

**M. INDIVIDUAL BUSINESS ITEMS**

1. **PUBLIC HEARING to receive written protests and comments regarding proposed assessment increases and Automatic Benefit Assessment (ABA) increase allowances for fiscal year 2020/21 in the eight (8) Landscape and Lighting Maintenance Districts (LLMAD) (Nos. 04-02; 05-02; 04-04; 06-01; 04-05; 08-01; 91-01A; and 91-01B) with annual revenues and district fund balances in deficit and tabulate ballots and return prior to the conclusion of the meeting with ballot results; and direct staff to act based upon the result of the final ballot counts for each District by adopting Resolution 2020-19 to levy and collect assessment increases as proposed on the 2020/21 Property Tax Roll for Districts with approved ballots and to proceed with reducing level of maintenance in 60 days from this Public Hearing for Districts with failed ballots.** Mayor Waterman-Philpot recused herself from this item citing property she owns in one of the districts. Financial Analyst Eekhong See provided a PowerPoint presentation highlighting the proposed assessment increases for eight (8) LLMAD with annual revenue and district fund balances in deficit. Mayor Pro Tem Sally opened the public hearing at 7:36 p.m. Mark Richard, an Exeter resident who resides in one of the districts, urged Council not to raise rates and advised he voted no to the proposed increases. With no further public comment, Mayor Pro Tem Sally closed the public hearing at 7:40 p.m. and advised this item would trail to the end of Individual Business Items to allow staff an opportunity to tabulate ballots for each of the districts.

Mayor Waterman-Philpot returned at 7:43 p.m.

Following Item G6, Mayor Waterman-Philpot again recused herself from this item. City Clerk Shonna Oneal reported the certified ballot results as follows:

**District Number 04-02, Orchard Estates:**

FOR: 3

AGAINST: 5

PASSED

**X FAILED**

|                                                                                     |                    |                 |                 |
|-------------------------------------------------------------------------------------|--------------------|-----------------|-----------------|
| <b>District Number 04-04, Park Place No. 1:</b>                                     |                    |                 |                 |
| FOR: <u>20</u>                                                                      | AGAINST: <u>5</u>  | <b>X PASSED</b> | <b>FAILED</b>   |
| <b>District Number 04-05, Park Place No. 2:</b>                                     |                    |                 |                 |
| FOR: <u>18</u>                                                                      | AGAINST: <u>9</u>  | <b>X PASSED</b> | <b>FAILED</b>   |
| <b>District Number 05-02, Country View Estates No. 3:</b>                           |                    |                 |                 |
| FOR: <u>0</u>                                                                       | AGAINST: <u>5</u>  | <b>PASSED</b>   | <b>X FAILED</b> |
| <b>District Number 06-01, Rocky Hill Haciendas:</b>                                 |                    |                 |                 |
| FOR: <u>0</u>                                                                       | AGAINST: <u>13</u> | <b>PASSED</b>   | <b>X FAILED</b> |
| <b>District Number 08-01, Exeter Golf Estates:</b>                                  |                    |                 |                 |
| FOR: <u>0</u>                                                                       | AGAINST: <u>8</u>  | <b>PASSED</b>   | <b>X FAILED</b> |
| <b>District Number 91-01, A Country View Estates No. 1 &amp; 2, Awbrey Estates:</b> |                    |                 |                 |
| FOR: <u>7</u>                                                                       | AGAINST: <u>23</u> | <b>PASSED</b>   | <b>X FAILED</b> |
| <b>District Number 91-01B, Wildrose:</b>                                            |                    |                 |                 |
| FOR: <u>4</u>                                                                       | AGAINST: <u>5</u>  | <b>PASSED</b>   | <b>X FAILED</b> |

Following the certified ballot results report, it was moved by Council Member Hails, seconded by Council Member Alves and carried 4-0 (Mayor Waterman-Philpot recused) to adopt Resolution 2020-19 to levy and collect assessment increase as proposed on the 2020/21 Property Tax Roll for Districts with approved ballots and to proceed with reducing level of maintenance in 60 days from this public hearing for districts with failed ballots.

Mayor Waterman-Philpot returned to the meeting and moved to City Council Items of Interest.

- Administrative Hearing to Consider Confirmation of Nuisance Abatement Cost Recovery Amount and Special Assessment Approval for 541 West Maple Street, Exeter, CA 93221, APN 135-055-023-000.** Public Works Director Daymon Qualls provided a report for Council's review and consideration. Council posed questions and Mr. Qualls provided responses thereto. Mayor Waterman-Philpot opened the administrative hearing 7:51 p.m. Crystal Tripp, the property owner, addressed Council regarding this item and posed questions regarding the process. Mr. Qualls responded to the questions raised by Ms. Tripp. Mayor Waterman-Philpot closed the administrative hearing at 7:56 p.m. Council posed questions and Mr. Qualls provided responses thereto. Following discussion, it was moved by Mayor Pro Tem Sally, seconded by Council Member Alves and unanimously carried to confirm the nuisance abatement cost recovery amount of \$4,757.57 and to approve the levying of a Special Assessment for that amount on the nuisance property at 541 West Maple Street.
- Presentation and discussion of Downtown Exeter Parking Study and potential ways to improve future Downtown parking.** City Planner Greg Collins provided a PowerPoint presentation highlighting the Downtown Exeter Parking Study. Council posed questions and Mr. Collins and City Administrator Adam Ennis provided responses thereto. Following discussion, it was moved by Council Member Alves, seconded by Mayor Pro Tem Sally and unanimously carried to direct staff to bring back an item with more information regarding developing a parking in-lieu fee.
- Receive Mid-Year 2019/2020 Budget Update with an additional \$32,059 appropriation to the General Fund and receive outlook on the 2020/2021 and 2021/2022 Two Year Budget providing feedback on the planning and preparation of the budget.** Finance Director Chris Tavarez provided a PowerPoint presentation highlighting the Mid-Year 2019/2020 budget update and a forecast for the 2020/2021 and 2021/2022 budget. Following discussion, it was moved by Council Member Hails, seconded by Council Member Alves and unanimously carried to make an additional appropriation of \$32,059 to the General Fund.
- Adopt Resolution 2020-20 Ratifying Actions taken by the City Administrator during a Declared Local Emergency Due to the Novel Coronavirus (COVID-19) Pandemic.** City Administrator Adam Ennis provided a PowerPoint presentation highlighting the actions taken by the City Administrator during the declared Local Emergency due to the Novel Coronavirus (COVID-19) pandemic. Following discussion, it was moved by Mayor Pro Tem Sally, seconded by Council Member Hails and unanimously carried to adopt Resolution 2020-20 as presented.

6. **Discussion of COVID-19 status and review the need to continue the state of emergency established by Resolution 2020-12 due to the Novel Coronavirus (COVID-19) for another 60 days.** City Administrator Adam Ennis provided a report for Council's review and consideration. City Attorney Julia Lew provided additional details regarding the benefits of maintaining the state of emergency resolution. Following discussion, it was moved by Council Member Hails, seconded by Council Member Alves and unanimously carried to continue the state of emergency established by Resolution 2020-12 due to the Novel Coronavirus (COVID-19) for another 60 days.

**N. CITY COUNCIL ITEMS OF INTEREST**

Council Member Alves reported that Council of Cities meetings have been temporarily cancelled until face to face meetings are allowed, or until new information is needed to be discussed, and on his attendance at TCAG's recent meeting. Mayor Waterman-Philpot reported on her attendance at an EDC meeting.

**O. CITY ADMINISTRATOR/DEPARTMENT COMMENTS**

City Administrator Adam Ennis reported the sewer bond refinancing has been completed, some issues have been identified on Well 6 and the City is reviewing potential repairs, status of the Palm Street and Visalia Road, and an update on the re-opening of City lobbies.

**P. ADJOURN REGULAR MEETING**

Mayor Mary Waterman-Waterman adjourned 9:35 p.m.

Shonna Oneal City Clerk

## **EXETER CITY COUNCIL ACTION MINUTES**

**May 27, 2020**

A special meeting of the City Council, City of Exeter was held on Tuesday, May 27, 2020, at 6:30 p.m., via zoom and in the Exeter City Council Chambers, 137 North F Street, Exeter, California.

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

**COUNCIL ABSENT:** None

**STAFF PRESENT:** Adam Ennis, Julia Lew, Chris Tavarez, Shonna Oneal

### **1. Call to Order Special Meeting**

Mayor Waterman-Philpot called the Special Meeting to order at 6:37 p.m.

### **2. Public Comment Regarding Special Meeting**

Mayor Waterman-Philpot requested those who wish to speak on matters listed on the Special Meeting Agenda to do so at this time.

No public comments were presented.

**3. Discuss and provide direction on Council of Cities response to the action taken by the Tulare County Board of Supervisors concerning pandemic recovery/reopening of businesses.** City Administrator Adam Ennis provided a report for Council's review and consideration. City Attorney Julia Lew addressed the Council to provide additional information regarding the Council of Cities meeting. Council posed questions and provided feedback to Council Member Alves to provide to the Council of Cities. Mr. Ennis and Ms. Lew responded to the questions raised. Following discussion, it was moved by Council Member Hails, seconded by Mayor Pro Tem Sally and carried 4-1 (Council Member Petty voting no) to support the Council of Cities letter as written with potential final revisions.

### **4. Call to Order Special Closed Session**

City Attorney Julia Lew advised Special Closed Session was no longer necessary and could be pulled from the Agenda. Mayor Waterman-Philpot proceeded to adjourn the Special Meeting.

### **5. Adjourn to Special Closed Session pursuant to Government Code Section(s):**

This item was pulled from the Agenda. See Item 4 above.

- a. 54956.9(c) Conference with Legal Counsel Re: Potential Initiation of litigation by the City: One (1) case

**6. Reconvene Special Closed Session and Report on Special Closed Session (if any)-** This item was pulled from the Agenda. See Item 4 above.

### **7. Adjourn Special Meeting**

Mayor Waterman-Philpot adjourned the Special Meeting at 7:37 p.m.

Shonna Oneal City Clerk

Approved on 5/21/2020 for Payments Through 5/21/2020

| Vendor Name                    | Description              | Amount    |
|--------------------------------|--------------------------|-----------|
| A & W RESTAURANT               | REFUND-BASEBALL SPONSOR  | 200.00    |
| AAA QUALITY SERVICES           | PORTA-POTTY RENTAL       | 167.16    |
| ACUNA/ RICARDO                 | SOFTBALL REFUND-LESLIE   | 55.00     |
| ADVENTIST HEALTH TULARE        | APR 2020 LAB FEES        | 1,920.00  |
| AETNA HEALTH OF CALIFORNIA INC | JUNE PREMIUMS            | 25,857.94 |
| ALLEN/ SARAH                   | BASEBALL REFUND-STETSON  | 55.00     |
| AMERICAN BUSINESS MACHINES     | CH-5/13/20-6/12/20 MF735 | 5.12      |
| ANDYS HVAC INC                 | 15 HVAC AC SERVICE-CH    | 414.72    |
| AT&T                           | APR LIVESCAN             | 410.63    |
| BALDWIN HEATING & COOLING      | REPLACED THERMOSTAT      | 203.50    |
| BALLEW/ STEPHEN                | SOFTBALL REFUND-OLIVIA   | 55.00     |
| BARNETT/ SABRINA               | REFUND-SOFTBALL SPONSOR  | 225.00    |
| BASIC                          | MAY COBRA ADMIN FEE      | 30.00     |
| BENITEZ/ ANGEL                 | SOFTBALL REFUND-ALEXIS   | 55.00     |
| BINESH/ BEHROUZ                | UNIT 465 SMOG CHECK      | 108.75    |
| BLEVINS/ HEATHER               | BASEBALL REFUND-GRAYSON  | 55.00     |
| BOTELLO/ RAMON                 | SOFTBALL REFUND-EVELENA  | 55.00     |
| CALIFORNIA BUSINESS MACHINES   | ADMIN-5/8/20 TO 6/7/20   | 42.78     |
| CCP INDUSTRIES INC.            | RESPIRATOR P100 W/STRAP  | 544.25    |
| CERVANTES/ HEIDI               | SOFTBALL REFUND-TAYLOR   | 65.00     |
| CHARTER COMMUNICATIONS         | 5/6/20-6/5/20 MEDIA SERV | 94.10     |
| CITY OF VISALIA                | MAY 2020 ANIMAL SERVICE  | 6,316.67  |
| CLARK/ ADAM                    | SOFTBALL REFUND-MATILDA  | 55.00     |
| CLASSIC ORCHARD MNGT           | REFUND-BASEBALL SPONSOR  | 200.00    |
| CONTRERAS/ DENNICE             | SOFTBALL REFUND-SORAYAH  | 65.00     |
| CONTRERAS/ SADIE               | SOFTBALL REFUND-PAYTON   | 55.00     |
| COTTA/ TINA                    | BASEBALL REFUND-DANIEL   | 65.00     |
| CRAWFORD/ KATRINA              | BASEBALL REFUND-JOHN     | 65.00     |
| CRUZ/ REBECA                   | BASEBALL REFUND-ALEX     | 55.00     |
| DEATHRIAGE/ MIKE               | REFUND-SOFTBALL SPONSOR  | 200.00    |
| DEPT OF JUSTICE                | APR 2020 FINGERPRINTS    | 392.00    |
| EDMONDS/ NIKKI                 | SOFTBALL REFUND-MADISON  | 110.00    |
| EMD NETWORKING SERVICES, INC.  | JUNE MONTHLY BILLING     | 1,275.00  |
| EMMETTS EXCAVATION             | CMAQ BELMONT BIKE PATH   | 68,110.11 |
| EWING IRRIGATION PRODUCTS INC  | 6ST 1-CORE CONT IC-600M  | 1,181.56  |
| EXETER IRRIGATION & SUPPLY     | VALVE BOX 12" X 17" X6"  | 161.98    |
| EXETER VETERINARY HOSPITAL     | REFUND-BB/SB SPONSOR     | 200.00    |
| FARIAS/ MIKE                   | SOFTBALL REFUND-SHEALA   | 65.00     |
| FERGUSON ENTERPRISES INC       | 1X100 K SOFT COP TUBE    | 1,447.70  |
| FIGUEROA/ JESUS                | BASEBALL REFUND-JESSE    | 55.00     |
| FIRST RESPONSE METERING LLC    | JAN-MAY METER SERVICE    | 7,779.20  |
| FLORES/ BRENDAN                | SOFTBALL REFUND-MADDILYN | 55.00     |
| FOOTHILLS SUN-GAZETTE          | PN-PLANNING COMMISSION   | 385.00    |
| FP MAILING SOLUTIONS           | INKJET CARTRIDGE 10ML    | 256.99    |
| FRANZEN-HILL CORPORATION       | 1" 800 METER             | 217.41    |
| FRAZIER/ NICOLE                | TBALL REFUND-CAYSEN      | 55.00     |
| FRONTIER CALIFORNIA INC.       | 5714/5-4 TO 6/3/20       | 83.41     |
| GARCIA/ MARIA                  | SOFTBALL REFUND-EMMA     | 55.00     |

Payments for Publication

Approved on 5/21/2020 for Payments Through 5/21/2020

| Vendor Name                    | Description              | Amount    |
|--------------------------------|--------------------------|-----------|
| GARIBAY/ JENNIFER              | BASEBALL REFUND-NOAH     | 55.00     |
| GONG ENTERPRISES               | REFUND-CITATION 1990     | 100.00    |
| GOWETT/ JENNIFER               | BASEBALL REFUND-EASTON   | 55.00     |
| GREENE/ BRIANNA                | BASEBALL REFUND-JORDAN   | 110.00    |
| GUNDERMAN/ RANDY               | SOFTBALL REFUND-TYLEE    | 55.00     |
| GUTIERREZ/ JENNIFER            | SOFTBALL REFUND-CHYRISH  | 110.00    |
| GUZMAN/ CRYSTAL                | BASEBALL REFUND-CAYDIN   | 55.00     |
| HALL/ SARAH                    | BASEBALL REFUND-LOGAN    | 55.00     |
| HARO/ HIJINIO                  | BASEBALL REFUND-ISAAC    | 55.00     |
| HATHERLEY/ MEGAN               | BASEBALL REFUND-LOGAN    | 65.00     |
| HENDRICKS/ PATRICK             | BASEBALL REFUND-MICAH    | 110.00    |
| HERNANDEZ/ DESTINY             | BASEBALL REFUND-DAMIEN   | 55.00     |
| HULL/ MARK                     | BASEBALL REFUND-ETHAN    | 55.00     |
| HUTCHESON/ LISA                | BASEBALL REFUND-JAMEY    | 55.00     |
| JIMENEZ/ IRENE                 | BASEBALL REFUND-JAMISON  | 55.00     |
| JOHNSON/ COURTNI               | BASEBALL REFUND-DAMON    | 65.00     |
| KELLY/ ELLY                    | BASEBALL REFUND-CREW     | 55.00     |
| LANDEROS/ JEANNETTE            | BASEBALL REFUND-JACE     | 55.00     |
| LEAF CAPITAL FUNDING LLC       | PW-TA2552CI KYOCERA 002  | 114.32    |
| LEAL/ TRACY                    | BASEBALL REFUND-JETT     | 55.00     |
| LITTLE LAMBS PRESCHOOL         | REFUND-TBALL SPONSOR     | 200.00    |
| LUCKEMEYER/ AMY                | BASEBALL REFUND-JEREMY   | 55.00     |
| MARTINEZ/ OFELIA               | OVER PYMT REFUND-CITATIO | 7.00      |
| MARTINEZ/MARIANN               | SOFTBALL REFUND-KALI     | 55.00     |
| MCCORMICK KABOT JENNER & LEW   | APR LEGAL SERVICES       | 3,468.00  |
| MILLER SCOTT/ SARA             | SOFTBALL REFUND-SADIE    | 55.00     |
| MILLER/ ALEX                   | SOFTBALL REFUND-REAGAN   | 65.00     |
| MOORE TWINING ASSOCIATES, INC. | UCMR4 EPA 525.3 PESTICID | 12,343.00 |
| MORALES/ BRENDA                | BASEBALL REFUND-RYAN     | 55.00     |
| MORRIS LEVIN & SON             | 1/2" 7HOLE GRAY W/P-WEL6 | 42.45     |
| MUNOZ/ SYLVIA                  | BASEBALL REFUND-LANDON   | 55.00     |
| MUNOZ/ MARIA                   | SOFTBALL REFUND-KAMILA   | 55.00     |
| MURILLO/ PATRICIA              | BASEBALL REFUND-CRISTIAN | 55.00     |
| NEGAARD/ VALERIE               | SOFTBALL REFUND-AVERY    | 55.00     |
| OFFICE DEPOT                   | ENVELOPES/BINDER/FOLDERS | 73.15     |
| OLIVERA/ ROBERTO               | SOFTBALL REFUND-ISABELLA | 55.00     |
| PALERMO/ JILL                  | TBALL REFUND-CECILIA     | 55.00     |
| PARSONS/ KEITH                 | TBALL REFUND-STANTON     | 55.00     |
| PARTIN/ AARON                  | SOFTBALL REFUND-BAILEY   | 55.00     |
| PRINCIPAL LIFE INSURANCE CO.   | JUNE PREMIUMS-37 MEMBERS | 4,777.77  |
| PRUDENTIAL OVERALL SUPPLY      | 5/7/20 UNIFORM SERVICE   | 206.36    |
| QUALLS/ JORDAN AND HAILEY      | TBALL REFUND-EVERLY      | 55.00     |
| RENTERIA/ AMY                  | BASEBALL REFUND-NICHOLAS | 55.00     |
| RICHMOND FARM SERVICES         | REFUND-SOFTBALL SPONSOR  | 225.00    |
| RICO/ CRYSTAL                  | BASEBALL REFUND-LIUM     | 55.00     |
| ROACH/ SARAH                   | BASEBALL REFUND-EASTON   | 55.00     |
| RODRIGUEZ/ ADRIANNA            | BASEBALL REFUND-AIDEN    | 55.00     |
| SALAS/ BLANCA                  | SOFTBALL REFUND-MILA     | 17.00     |

Payments for Publication

Approved on 5/21/2020 for Payments Through 5/21/2020

| Vendor Name                    | Description              | Amount    |
|--------------------------------|--------------------------|-----------|
| SALINAS/ JASMINE               | BASEBALL REFUND-NOAH     | 55.00     |
| SALINAS/ SALYNA                | SOFTBALL REFUND-MADALYNN | 55.00     |
| SAVOY/ SHIANNE                 | BASEBALL REFUND-HUNTER   | 55.00     |
| SELF-HELP ENTERPRISES          | LOAN PORTF-DEFERRED/AMOR | 1,575.25  |
| SHARK TOOTH SEDATION DENTISTRY | REFUND-SOFTBALL SPONSOR  | 225.00    |
| SILVER & WRIGHT LLP            | APR 541 MAPLE            | 3,575.61  |
| SMITH/ BRAD                    | BASEBALL REFUND-EASTON   | 55.00     |
| SNODGRASS ELECTRIC             | LIGHTING REPAIR-DOBSON   | 3,945.61  |
| SOUTHERN CALIFORNIA EDISON     | 9109A/4-9 TO 5/11/20     | 10,725.50 |
| SOUTHERN CALIFORNIA GAS CO.    | 7144/4-1 TO 5/1/20       | 13.95     |
| SPARROW/ COURTNEY              | BASEBALL REFUND-JAKE     | 65.00     |
| STRAW HAT PIZZA                | REFUND-SOFTBALL SPONSOR  | 200.00    |
| T-MOBILE USA INC               | GPS LOCATE               | 459.00    |
| TARBELL-LEA/ TAMI              | SOFTBALL REFUND-SAIGE    | 55.00     |
| TC IRONS                       | REFUND-BB/SB SPONSOR     | 400.00    |
| TELSTAR INSTRUMENTS INC        | INFLEUNT FLOW METER      | 3,962.00  |
| THE SWEETERY                   | REFUND-SOFTBALL SPONSOR  | 710.00    |
| THOMAS CUSTOM FARMING          | REFUND-TBALL SPONSOR     | 200.00    |
| TOTTY/ RENO                    | SOFTBALL REFUND-ARIANNA  | 55.00     |
| TOWN & COUNTRY CAR WASH        | JAN CAR WASH             | 5.00      |
| TU CO ENVIRONMENTAL HEALTH     | WELL E13W BELMONT & GLAZ | 1,250.00  |
| TULARE COUNTY                  | MAR MAIL-DELIQ/WTR       | 5,929.38  |
| TULARE COUNTY SOLID WASTE DEPT | 13 TIRES BULK LOAD       | 37.00     |
| UNIVAR SOLUTIONS USA INC       | WELL 11 SOD HYPO 12.5%   | 724.17    |
| US BANK N.A.                   | APR CUSTODY CHARGES      | 44.75     |
| VALLEY EXPETEC                 | MAY LENOVO THINK PADS    | 2,409.30  |
| VALLEY PACIFIC PETROLEUM       | PC PURITY FG AW HYD FLD  | 522.38    |
| VASQUEZ/ ROCIO                 | SOFTBALL REFUND-KAYLEE   | 55.00     |
| VELETA/ BOBBY & RAYLENE        | SOFTBALL REFUND-SKYELENE | 110.00    |
| VERIZON WIRELESS               | 3/29/20-4/28/20          | 1,307.49  |
| WHITE/ MELANY                  | BASEBALL REFUND-MEMPHIS  | 110.00    |
| WILDER/ TARA                   | BASEBALL REFUND-DRAKE    | 55.00     |
| WILEY/ SHANNAN                 | SOFTBALL REFUND-STELLA   | 110.00    |
| WILSON'S                       | GLASS DOOR-ADMIN OFFICE  | 384.00    |
| WOODS/ JENNIFER                | SOFTBALL REFUND-CADENCE  | 55.00     |

Final Totals...

\*\*

182,825.42

PERIOD 2 DATING 4/27/2020- 5/10/2020 CHECK DATE 5/15/2020  
 DIRECT DEPOSIT IS TURNED ON

| CHECK<br>NUMBER | CHECK<br>AMOUNT | EMPLOYEE/BANK/VENDOR<br>NAME | CODE | CHECK<br>SEQ   |
|-----------------|-----------------|------------------------------|------|----------------|
| 1050            | 63.69           | CA STATE DISBURSEMENT UN 2   |      | 1 VENDOR CHECK |
| 1051            | 50.00           | TULARE CO SHERIFF'S OFFI 9   |      | 1 VENDOR CHECK |
| 1052            | 358.91          | SANCHEZ/CESILIA              | 307  | 1              |
| 1053            | 1,976.48        | PHELPS/KEVIN M               | 429  | 1              |

| TOTALS FOR CHECK FORM: CHEK        | COUNTS |
|------------------------------------|--------|
| NEGOTIABLE CHECKS                  |        |
| 2,335.39 *EMPLOYEE CHECKS          | 2      |
| 113.69 *VENDOR CHECKS              | 2      |
| 0.00 *BANK CHECKS                  | 0      |
| 2,449.08 **TOTAL NEGOTIABLE CHECKS | 4      |

| OTHER CHECKS                    |   |
|---------------------------------|---|
| 0.00 *MANUAL CHECKS             | 0 |
| 0.00 *CANCELLED CHECKS          | 0 |
| 2,449.08 **TOTAL FOR CHECK FORM |   |

| NON-NEGOTIABLE CHECKS      |   |
|----------------------------|---|
| 0.00 *DIRECT DEPOSIT STUBS | 0 |
| 0.00 *VENDOR DIR DEP STUBS | 0 |

PERIOD 2 DATING 4/27/2020- 5/10/2020 CHECK DATE 5/15/2020  
DIRECT DEPOSIT IS TURNED ON

| CHECK<br>NUMBER | CHECK<br>AMOUNT | EMPLOYEE/BANK/VENDOR<br>NAME | CODE | CHECK<br>SEQ       |
|-----------------|-----------------|------------------------------|------|--------------------|
| 47830           | 198.00          | CLOCEA                       | 4    | 1 VENDOR STUB ONLY |
| 47831           | 780.00          | EXETER POLICE OFFICER AS     | 3    | 1 VENDOR STUB ONLY |
| 47832           | 235.35          | EXETER POLICE OFFICER AS     | 3A   | 1 VENDOR STUB ONLY |
| 47833           | 968.21          | BRITO/ELISHA                 | 403  | 1 STUB ONLY        |
| 47834           | 4,432.35        | ENNIS/ADAM                   | 206  | 1 STUB ONLY        |
| 47835           | 2,478.71        | ONEAL/SHONNA N               | 203  | 1 STUB ONLY        |
| 47836           | 1,257.89        | HERNANDEZ/XOCHITL            | 306  | 1 STUB ONLY        |
| 47837           | 1,383.26        | IBARRA/MARLENE               | 302  | 1 STUB ONLY        |
| 47838           | 3,307.74        | TAVAREZ/CHRISTOPHER          | 309  | 1 STUB ONLY        |
| 47839           | 1,999.39        | SEE/EEKHONG                  | 304  | 1 STUB ONLY        |
| 47840           | 1,201.66        | CARRETERO/VANESSA            | 402  | 1 STUB ONLY        |
| 47841           | 1,294.84        | CORREA/GABRIEL JR            | 436  | 1 STUB ONLY        |
| 47842           | 1,796.33        | CULLUM/TRENT                 | 444  | 1 STUB ONLY        |
| 47843           | 2,211.76        | DURKEE/MARK                  | 404  | 1 STUB ONLY        |
| 47844           | 1,482.19        | ECHEVARRIA/TYLER J           | 443  | 1 STUB ONLY        |
| 47845           | 2,471.91        | FERNANDEZ/CESAR              | 434  | 1 STUB ONLY        |
| 47846           | 1,985.23        | FRICK/JOCELYNN LEANN         | 433  | 1 STUB ONLY        |
| 47847           | 2,416.10        | GIEFER/MICHAEL DAVID         | 438  | 1 STUB ONLY        |
| 47848           | 1,597.60        | GUZMAN/TIMOTHY CHARLES       | 410  | 1 STUB ONLY        |
| 47849           | 3,184.21        | HALL/JOHN T                  | 406  | 1 STUB ONLY        |
| 47850           | 1,349.19        | HAMPTON/JUSTIN               | 446  | 1 STUB ONLY        |
| 47851           | 2,250.29        | INGLEHART/BRETT A            | 411  | 1 STUB ONLY        |
| 47852           | 1,815.14        | KNOX/MARK                    | 442  | 1 STUB ONLY        |
| 47853           | 1,503.15        | SALINAS/ALEXANDER            | 419  | 1 STUB ONLY        |
| 47854           | 1,756.35        | WALKER/PAUL                  | 425  | 1 STUB ONLY        |
| 47855           | 2,410.04        | YARBER/ISABEL                | 422  | 1 STUB ONLY        |
| 47856           | 1,095.67        | ALDRIDGE/GARY                | 618  | 1 STUB ONLY        |
| 47857           | 1,415.55        | ARROYO/MARIE                 | 623  | 1 STUB ONLY        |
| 47858           | 1,018.77        | CABRERA/GUADALUPE            | 628  | 1 STUB ONLY        |
| 47859           | 1,844.68        | ESPINOLA/DANIEL M            | 602  | 1 STUB ONLY        |
| 47860           | 1,469.13        | HUGGINS/KYLE AARON           | 621  | 1 STUB ONLY        |
| 47861           | 2,832.97        | QUALLS/DAYMON                | 607  | 1 STUB ONLY        |
| 47862           | 1,427.22        | RAMIREZ/JUAN                 | 608  | 1 STUB ONLY        |
| 47863           | 497.81          | WENDT/EDDIE                  | 626  | 1 STUB ONLY        |
| 47864           | 1,255.92        | CARTER/AMY JO                | 502  | 1 STUB ONLY        |
| 47865           | 1,103.61        | WACHTER/LINDA S              | 517  | 1 STUB ONLY        |
| 47866           | 1,032.20        | MILLAN/MARCUS                | 622  | 1 STUB ONLY        |
| 47867           | 969.73          | MILLER/JAMES                 | 624  | 1 STUB ONLY        |
| 47868           | 793.78          | MIRWALD/PHILIP               | 625  | 1 STUB ONLY        |
| 47869           | 1,184.32        | QUIROZ/PATRICK P             | 512  | 1 STUB ONLY        |
| 47870           | 1,524.72        | HAYES/CURTIS W               | 437  | 1 STUB ONLY        |

PERIOD 3 DATING 5/11/2020- 5/24/2020 CHECK DATE 5/29/2020  
 DIRECT DEPOSIT IS TURNED ON

| CHECK<br>NUMBER | CHECK<br>AMOUNT | EMPLOYEE/BANK/VENDOR<br>NAME | CODE | CHECK<br>SEQ |
|-----------------|-----------------|------------------------------|------|--------------|
| 1054            | 63.69           | CA STATE DISBURSEMENT UN     | 2    | 1            |
| 1055            | 50.00           | TULARE CO SHERIFF'S OFFI     | 9    | 1            |
| 1056            | 596.80          | SANCHEZ/CESILIA              | 307  | 1            |
| 1057            | 1,758.48        | PHELPS/KEVIN M               | 429  | 1            |

| TOTALS FOR CHECK FORM: CHEK |          | COUNTS |
|-----------------------------|----------|--------|
| NEGOTIABLE CHECKS           | 2,355.28 | 2      |
| *EMPLOYEE CHECKS            |          | 2      |
| *VENDOR CHECKS              | 113.69   | 2      |
| *BANK CHECKS                | 0.00     | 0      |
| **TOTAL NEGOTIABLE CHECKS   | 2,468.97 | 4      |

|              |          |                        |   |
|--------------|----------|------------------------|---|
| OTHER CHECKS | 0.00     | *MANUAL CHECKS         | 0 |
|              | 0.00     | *CANCELLED CHECKS      | 0 |
|              | 2,468.97 | **TOTAL FOR CHECK FORM |   |

|                       |      |                       |   |
|-----------------------|------|-----------------------|---|
| NON-NEGOTIABLE CHECKS | 0.00 | *DIRECT DEPOSIT STUBS | 0 |
|                       | 0.00 | *VENDOR DIR DEP STUBS | 0 |

PERIOD 3 DATING 5/11/2020- 5/24/2020 CHECK DATE 5/29/2020  
DIRECT DEPOSIT IS TURNED ON

| CHECK<br>NUMBER | CHECK<br>AMOUNT | EMPLOYEE/BANK/VENDOR<br>NAME | CODE | CHECK<br>SEQ       |
|-----------------|-----------------|------------------------------|------|--------------------|
| 47871           | 198.00          | CLOCEA                       | 4    | 1 VENDOR STUB ONLY |
| 47872           | 780.00          | EXETER POLICE OFFICER AS     | 3    | 1 VENDOR STUB ONLY |
| 47873           | 235.35          | EXETER POLICE OFFICER AS     | 3A   | 1 VENDOR STUB ONLY |
| 47874           | 968.21          | BRITO/ELISHA                 | 403  | 1 STUB ONLY        |
| 47875           | 4,432.35        | ENNIS/ADAM                   | 206  | 1 STUB ONLY        |
| 47876           | 2,478.71        | ONEAL/SHONNA N               | 203  | 1 STUB ONLY        |
| 47877           | 1,257.89        | HERNANDEZ/XOCHITL            | 306  | 1 STUB ONLY        |
| 47878           | 1,383.26        | IBARRA/MARLENE               | 302  | 1 STUB ONLY        |
| 47879           | 3,307.74        | TAVAREZ/CHRISTOPHER          | 309  | 1 STUB ONLY        |
| 47880           | 1,999.39        | SEE/EEKHONG                  | 304  | 1 STUB ONLY        |
| 47881           | 1,201.66        | CARRETERO/VANESSA            | 402  | 1 STUB ONLY        |
| 47882           | 1,337.05        | CORREA/GABRIEL JR            | 436  | 1 STUB ONLY        |
| 47883           | 1,593.78        | CULLUM/TRENT                 | 444  | 1 STUB ONLY        |
| 47884           | 2,211.76        | DURKEE/MARK                  | 404  | 1 STUB ONLY        |
| 47885           | 1,482.19        | ECHEVARRIA/TYLER J           | 443  | 1 STUB ONLY        |
| 47886           | 2,423.60        | FERNANDEZ/CESAR              | 434  | 1 STUB ONLY        |
| 47887           | 1,985.23        | FRICK/JOCELYNN LEANN         | 433  | 1 STUB ONLY        |
| 47888           | 2,372.51        | GIEFER/MICHAEL DAVID         | 438  | 1 STUB ONLY        |
| 47889           | 1,380.54        | GUZMAN/TIMOTHY CHARLES       | 410  | 1 STUB ONLY        |
| 47890           | 3,184.21        | HALL/JOHN T                  | 406  | 1 STUB ONLY        |
| 47891           | 1,170.62        | HAMPTON/JUSTIN               | 446  | 1 STUB ONLY        |
| 47892           | 3,135.02        | INGLEHART/BRETT A            | 411  | 1 STUB ONLY        |
| 47893           | 1,831.10        | KNOX/MARK                    | 442  | 1 STUB ONLY        |
| 47894           | 1,438.50        | SALINAS/ALEXANDER            | 419  | 1 STUB ONLY        |
| 47895           | 1,756.35        | WALKER/PAUL                  | 425  | 1 STUB ONLY        |
| 47896           | 2,410.04        | YARBER/ISABEL                | 422  | 1 STUB ONLY        |
| 47897           | 1,222.61        | ALDRIDGE/GARY                | 618  | 1 STUB ONLY        |
| 47898           | 1,394.72        | ARROYO/MARIE                 | 623  | 1 STUB ONLY        |
| 47899           | 1,018.77        | CABRERA/GUADALUPE            | 628  | 1 STUB ONLY        |
| 47900           | 1,844.68        | ESPINOLA/DANIEL M            | 602  | 1 STUB ONLY        |
| 47901           | 1,469.13        | HUGGINS/KYLE AARON           | 621  | 1 STUB ONLY        |
| 47902           | 2,832.97        | QUALLS/DAYMON                | 607  | 1 STUB ONLY        |
| 47903           | 1,338.67        | RAMIREZ/JUAN                 | 608  | 1 STUB ONLY        |
| 47904           | 640.05          | WENDT/EDDIE                  | 626  | 1 STUB ONLY        |
| 47905           | 1,255.92        | CARTER/AMY JO                | 502  | 1 STUB ONLY        |
| 47906           | 1,103.61        | WACHTER/LINDA S              | 517  | 1 STUB ONLY        |
| 47907           | 1,261.18        | MILLAN/MARCUS                | 622  | 1 STUB ONLY        |
| 47908           | 990.26          | MILLER/JAMES                 | 624  | 1 STUB ONLY        |
| 47909           | 881.51          | MIRWALD/PHILIP               | 625  | 1 STUB ONLY        |
| 47910           | 1,184.32        | QUIROZ/PATRICK P             | 512  | 1 STUB ONLY        |
| 47911           | 1,753.84        | HAYES/CURTIS W               | 437  | 1 STUB ONLY        |



City of Exeter  
Treasurer's Report  
Investments as of 4/30/2020

| <u>Rate</u>                    | <u>Maturity Date</u> | <u>Description</u>           | <u>Purchase Date</u> | <u>Principal Value</u> |
|--------------------------------|----------------------|------------------------------|----------------------|------------------------|
| <u>Certificates of Deposit</u> |                      |                              |                      |                        |
| 1.75%                          | 6/30/2021            | WELLS FARGO #SAH48           | Dec-19               | \$ 249,000             |
| 1.70%                          | 1/21/2021            | GOLDMAN SACHS BANK USA       | Jan-20               | \$ 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             |
| 1.96% Average                  |                      |                              |                      | <u>\$ 1,730,000</u>    |
| <u>Money Market Funds</u>      |                      |                              |                      |                        |
| 1.65% Demand                   |                      | Local Agency Investment Fund | Various              | \$ 3,662,397           |
| Demand                         |                      | US Savings                   | Various              | \$ 542,439             |
| Demand                         |                      | Charles Schwab               | Various              | <u>\$ 0.23</u>         |
|                                |                      |                              |                      | <u>\$ 4,204,837</u>    |
| <u>Government Securities</u>   |                      |                              |                      |                        |
| 1.88%                          |                      | Federal Home Loan Bank       |                      | <u>246,375</u>         |
|                                |                      |                              |                      | <u>\$ 246,375</u>      |
|                                |                      |                              | Total Investments    | <u>\$ 6,181,212</u>    |

By - E. See/C. Tavaraz

## City of Exeter Agenda Item Transmittal

**Meeting Date:** June 9, 2020

**Agenda Item Number:** H5

**Wording for Agenda:** Authorize the City Administrator to execute a two (2) year agreement with the non-profit Sequoia Community Corps, a project of Community Services Employment Training, Inc. (CSET) of Tulare County, to operate a California Redemption Value (CRV) beverage container mobile buy back center on the City's property located at 314 West Firebaugh in Exeter.

**Submitting Department:** Public Works  
**Contact Name:** Daymon Qualls  
**Phone Number:** 592-3318  
**Email:** [dqualls@exetercityhall.com](mailto:dqualls@exetercityhall.com)

**Department Recommendation:**

Staff recommends that Council approve this item as presented.

**Summary:**

For a number of years, Sequoia Community Corps, a project of CSET, has operated a Community Recycling Center on the City's property located at 314 West Firebaugh in Exeter. This certified recycling center has provided residents with a convenient location to redeem their California Redemption Value (CRV) beverage containers.

The Center also served as a self-drop-off point for a variety of recyclable materials. Because the location is accessible twenty-four hours a day, it became a popular spot for illegal dumping. Numerous police reports have been filed by CSET staff and signs were posted to discourage the illegal activity. A surveillance camera was also installed as a deterrent but was subsequently stolen. In addition to the unsightly illegally dumped items being a public nuisance, they also became a costly burden for CSET, which resulted in the self-drop-off site being closed. Since the closure of the site, the illegal dumping activity has essentially stopped.

After the closure of the self-drop-off site, CSET continued collecting CRV beverage containers until having to temporarily close due to the COVID19 pandemic. CSET has expressed a desire to start operations again, but with a mobile buy back unit which will be parked at the 314 West Firebaugh location during its hours of operation. Because the previous Memorandum of Understanding (MOU) between CSET and the City of Exeter has expired, staff feels that it's an appropriate time to get a new agreement in place before re-opening the CRV buy back center. The new agreement will be for a term of two (2) years commencing July 1, 2020 and terminating June 2022. The agreement may be extended if mutually agreeable to both parties. It is understood that adherence to all applicable County and State guidance and orders must be followed as a condition of re-opening.

**Background:**

Community Services and Employment Training, Inc. (CSET) has been the Community Action Agency for Tulare County since 1976. They are a non-profit agency established to fight America's war on poverty. CSET's mission is to inspire youth, families, and communities to achieve self-reliance through innovative pathways and collaboration.

**Fiscal Impact:** This item has no fiscal impact to the City.

**For action by:**

☒ City Council

**Regular Session:**

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

**Review:**

**City Administrator  
(Initials Required)**



**Prior Council/Board Actions:** None

**Attachments:** CSET CRV Agreement

**Recommended motion to be made by Council/Board:** I move to authorize the City Administrator to execute a two (2) year agreement with the non-profit Sequoia Community Corps, a project of Community Services Employment Training (CSET) of Tulare County, to operate a California Redemption Value (CRV) beverage container mobile buy back center on the City's property located at 314 West Firebaugh in Exeter.

# **CONTRACT**

## **SERVICES AGREEMENT FOR Mobile California Redemption Value (CRV) Beverage Container Buy-Back Center**

This Agreement, entered into this \_\_\_\_\_ day of June 2020, by and between the City of Exeter, hereinafter referred to as the "CITY", and Sequoia Community Corps, a project of Community Services and Employment Training, Inc., hereinafter referred to as the "CONSULTANT".

### W I T N E S S E T H

**WHEREAS**, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

**WHEREAS**, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "PROJECT"; and

**WHEREAS**, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and CONSULTANT agree as follows:

#### **I. SERVICES TO BE PERFORMED BY THE CONSULTANT**

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work.

#### **II. TIME OF PERFORMANCE**

This agreement shall be for a term of two (2) years commencing July 1, 2020, and terminating June 2022. The parties may agree to extend the Agreement, with the terms of said Agreement to be reviewed and adjusted as the parties deem appropriate.

#### **III. COMPENSATION**

- A. The Contractor agrees to perform work specified herein at his own cost and expense, with no cost to the City, to do all the work and furnish all the materials and equipment necessary to operate and maintain in a good, workmanlike, and substantial manner, a certified mobile beverage container (CRV) and electronic waste collection site, as a fully operational and functional facility for the intended purpose in accordance with this Contract.

#### **IV. AUTHORIZED REPRESENTATIVE**

- A. CITY: The Director of Public Works shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Exeter is specifically required.
- B. CONSULTANT: The Department Director shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

#### **V. TERMINATION**

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If the CONSULTANT fails to perform the services called for by this Agreement; or
  2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:
1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
  2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
  3. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
  5. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

## **VI. INTEREST OF OFFICIALS AND THE CONSULTANT**

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
  2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

## **VII. NO PERSONNEL, AGENCY OR COMMISSION**

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **VIII. SUBCONTRACTING**

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.

## **IX. INDEPENDENT CONTRACTOR**

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

## **X. SPECIFICATIONS**

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

## **XI. INDEMNIFICATION AND INSURANCE**

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONSULTANT's performance of its obligations under this agreement or out of the operations conducted by CONSULTANT, including the City's active or passive negligence, except for such loss of damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this agreement, the CONSULTANT shall provide a defense to the City indemnitees, or at the CITY's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the sole negligence or willful misconduct of CITY.
- C. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
  - 1. Workers Compensation and Employer's Liability: CONSULTANT shall maintain Workers' compensation insurance as required by California statutes and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor 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.

2. Commercial General Liability: CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the CITY'S coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent) is also required.

Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided the CITY.

Coverage shall state CONSULTANT insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Coverage shall contain a waiver of subrogation in favor of the CITY.

3. Business Automobile Liability: CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than Two Million Dollars (\$2,000,000) per occurrence.
- D. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- E. Each insurance policy required by this Agreement shall contain the following clause:
- "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Exeter, 100 N. C Street, Exeter, CA 93221."

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Exeter shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Exeter, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Exeter."

- F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

- G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
1. Order CONSULTANT to stop work under this Agreement; or
  2. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

## **XII. NON-DISCRIMINATION**

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, or any other classification protected by federal or state law, in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

## **XIII. MISCELLANEOUS PROVISIONS**

- A. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- D. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF EXETER  
100 N. C Street  
Exeter, CA 93221  
Attention: City Clerk

CONSULTANT  
Attention: Mary Escarsega Fechner  
Phone: 559-732-4194  
Email: mary.escarsega-fechner@cset.org

- F. Jurisdiction/Venue/Waiver Of Removal: This Agreement is entered into and is to be performed in Tulare County, California. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to

those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.

- H. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- M. Firearms Prohibited: Guns may not be carried by contractors /vendors/consultants while working on City of Exeter premises without the expressed written approval of a City of Exeter Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

CITY OF EXETER

CONSULTANT

\_\_\_\_\_  
City Administrator

Approved as to Form

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Risk Manager

\_\_\_\_\_  
Project Manager

Attachments:

Exhibit "A": Scope of Work

Exhibit "A"  
Scope of Work

The CONSULTANT will operate a certified mobile buy back recycling center and provide services to collect California Redemption Value (CRV) beverage containers and electronic waste at 314 West Firebaugh Street, Exeter, CA 93221.

The CONSULTANT will:

1. Provide trained staff at the mobile buy back location during the designated hours of operation:  
  
Tuesday: 9:30 am to 3:30 pm  
Wednesday: 9:30 am to 3:30 pm  
Thursday: 9:30 am to 3:30 pm  
Friday: 9:30 am to 3:30 pm  
Saturday: 9:30 am to 3:30 pm
2. Redeem the collected CRV materials through a certified recycler and apply these funds to programs that meet CSET's nonprofit mission.
3. Collect computers, monitors, and televisions, cell and house phones, fax machines, laptops, book readers, printers, radios, tablets, i-Pods and players, scanners, stereos, speakers, video cameras and players, game players and accessories, and other electronic waste and redeem these items through a certified recycler and apply these funds to programs that meet CSET's nonprofit mission.
4. Provide a Supervisor/Coordinator to oversee the project and actively supervise the collection crew.
5. Advertise the Exeter Community Buy Back Center along with the City of Exeter.
6. Maintain the designated area, keeping it clean and presentable at all times.
  - a. The designated area will be swept or raked daily to remove broken glass, bottle caps and other debris
  - b. No trash cans, boxes or containers will be left on-site when the center is not in operation
  - c. All trash and illegally dumped items will be removed from the designated location at the end of each day
  - d. Mobile buy back truck will park in the designated area only
7. Provide portable on-site restroom facility with hand-washing station. Said facility must be serviced weekly to ensure cleanliness and adequate supplies of toilet paper, soap, and clean water for handwashing.

CITY agrees to:

1. Designate a location on City's property for a certified recycling center for a period of one (1) year and continue to pay applicable taxes on the property.
2. Acknowledge the California Department of Conservation and CSET whenever this project is publicized in any news media, brochures, articles, seminars or other promotional materials.
3. Assign a liaison person for this project.

## City of Exeter Agenda Item Transmittal

**Meeting Date:** June 6, 2020

**Agenda Item Number:** H6

**Wording for Agenda:** Council authorization for the City Administrator to enter into a one-year agreement with Tulare County to provide dispatch services for \$95,783.00 subject to minor conforming or clarifying changes acceptable to the City Attorney.

**Submitting Department:** Police  
**Contact Name:** Chief Hall  
**Phone Number:** 592-3103 ext. 2001  
**Email:** [jhall@exeterpd.com](mailto:jhall@exeterpd.com)

**Department Recommendation:**  
That Council approve the renewal of the agreement as presented.

### **Summary/Background:**

It is essential for public safety that when members of the community call 911, their call is promptly answered by trained personnel who gathers the appropriate information, and that information is subsequently provided via radio to officers in the field, thus allowing officers to respond. This service must be provided 24 hours a day, 7 days a week, without fail.

To provide these services "in house" the Exeter Police Department (EPD) would be required to establish a Public Safety Answering Point (PSAP) capable of receiving multiple 911 calls, in addition to non-emergency calls. Furthermore, EPD would then be required to staff this facility with specially trained personnel to answer the phones and then dispatch those calls for service to officers in the field. This would require the hiring of several additional full-time personnel as well as a significant outlay of capital for proper phone, dispatch consoles and possibly office space that meets essential service facility requirements.

EPD has been, and is currently receiving these services through an established contract with the Tulare County Sheriff's Office. These services were provided last year at an annual cost of \$87,075.00, paid in quarterly payments of \$21,768.75. This year the County is increasing the cost by %10, to \$95,783.00 to be paid within 30 days of receipt of the invoice. Although the costs are increasing it would still be impossible for the City to provide dispatch services in any other way for this cost.

The current agreement is set to expire June 30, 2020. The new agreement would go into effect July 1, 2020 and expire June 30, 2021.

### **Fiscal Impact:**

This contract will be funded through monies currently available and budgeted for in the Police Department's Operating Budget in the General Fund.

**Prior Council/Board Actions:** The previous contract(s) have been approved by Council.

**Attachments:** Copy of the proposed contract agreement.

### **For action by:**

☒ City Council

### **Regular Session:**

☒ Consent Calendar  
☐ Regular Item  
☐ Public Hearing

### **Review:**

**City Administrator  
(Initials Required)**



**Recommended motion to be made by Council/Board:** I move that the Council authorize the City Administrator to enter into a one-year agreement with Tulare County to provide dispatch services for \$95,783.00 subject to minor conforming or clarifying changes acceptable to the City Attorney.

**EMERGENCY DISPATCH AND COMMUNICATION SERVICES AGREEMENT  
BETWEEN THE COUNTY OF TULARE AND  
THE CITY OF EXETER**

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**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and the **CITY OF EXETER**, an incorporated city within the State of California ("CITY"). COUNTY and CITY are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** CITY desires to contract with COUNTY for COUNTY to provide 24-hour emergency dispatch and communication services; and
- B.** COUNTY is agreeable to rendering such emergency dispatch and communication services as herein set forth.

**ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:**

**1. TERM:** This Agreement becomes effective as of July 1, 2020 and expires at 11:59 p.m. on June 30, 2021 unless earlier terminated in accordance with the provisions of this Agreement, or unless the Parties extend the term by a written amendment to this Agreement.

**2. SCOPE OF SERVICES:** See attached **Exhibit A**.

**3. PAYMENT FOR SERVICES:** See attached **Exhibit B**.

**4. INSURANCE:** COUNTY and CITY, each at their sole cost and expense, to protect against liability arising from any and all negligent acts or incidents caused by their employees, shall maintain during the term of this agreement Commercial General Liability and Professional Liability insurance in amounts not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, Automobile Liability (any auto) of one million dollars (\$1,000,000) per occurrence. If an annual aggregate applies it must be no less than two million dollars (\$2,000,000). COUNTY and CITY shall maintain evidence of workers' compensation and disability coverage as required by law. Coverage under such insurance shall be obtained from a carrier rated A, or better, by AM Best or a qualified program of self-insurance.

**5. GENERAL TERMS AND CONDITIONS:** See attached **Exhibit C**.

**6. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**  
Tulare County Sheriff's Office  
Business Office, Fiscal Manager  
833 S. Akers Street  
Visalia, CA 93277

**With a Copy to:**  
COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005

Phone No.: (559) 802-9449  
Fax No.: (559) 737-4283

Fax No.: 559- 733-6318

**CITY:**

City Administrator  
City of Exeter  
137 North F Street  
Exeter, CA 93221  
Phone No.: (559) 592-9244  
Fax No.: (559) 592-3556

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**7. AUTHORITY:** The Parties represent and warrant that the individual(s) signing this Agreement on their behalves are duly authorized and have legal capacity to sign this Agreement and bind the Party to its terms. The Parties have each relied upon this representation and warranty in entering into this Agreement.

**8. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**CITY OF EXETER**

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_

sors

Pete Vander Poel, Chairman, Board of Supervi-

ATTEST: Jason T. Britt  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Template approved as to form by  
County Counsel on May 6, 2020  
Matter # 2020440

**EXHIBIT A  
SCOPE OF SERVICES  
CITY OF EXETER**

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- (a) COUNTY agrees to provide emergency dispatch and communication to CITY as follows:
  - i. Answer and interrogate all emergency calls and callers seven (7) days per week, 24 hours per day.
  - ii. Alert appropriate personnel, as designated by CITY, for emergency response.
  - iii. Monitor response and dispatch additional personnel and/or equipment as requested by Incident Commander.
- (b) COUNTY agrees to provide electronic access to CITY to the Sheriff's Application Data Systems (ADSI) for records/report writing application. CITY shall have full electronic access to all CITY index data. CITY access to ADSI shall be limited to law enforcement personnel including clerk and aides, as required.
- (c) CITY shall be responsible for obtaining a software license for the application. All cost incurred for the software license will be the responsibility of CITY.
- (d) Data from the programs will be stored on existing COUNTY servers and will account for a small percentage of usage on those servers.
- (e) Connectivity will be obtained via existing network infrastructure with little to no impact to the COUNTY.
- (f) There will be no cost to CITY to access the Sheriff's Application Data System records/report writing application.

**EXHIBIT B  
PAYMENT FOR SERVICES  
CITY OF EXETER**

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1. The annual cost for all services is \$95,783.
2. Billing by COUNTY will be submitted on an annual basis for services performed during the year, July 1, 2020 to June 30, 2021. COUNTY will send CITY an invoice by July 31, 2020. Payment will be due by the CITY to the COUNTY within 30 days after receipt of the invoice.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES AGREEMENT**  
**CITY OF EXETER**

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**1. LIMITATION OF LIABILITY:**

(a) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 1(c), IN NO EVENT SHALL COUNTY BE LIABLE UNDER THIS AGREEMENT TO COS FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST REVENUES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(b) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 1(c), IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID, AND AMOUNTS ACCRUED BUT NOT YET PAID, TO COUNTY PURSUANT TO THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$95,783, WHICHEVER IS LESS.

(c) THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS PARAGRAPH 1 SHALL NOT APPLY TO: (1) DAMAGES OR LIABILITIES ARISING FROM A MATERIAL BREACH OF PARAGRAPH 8 (CONFIDENTIALITY); (2) DAMAGES OR LIABILITIES ARISING FROM THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION UNDER PARAGRAPH 5; AND (3) DAMAGES OR LIABILITIES ARISING FROM WILLFUL MISCONDUCT.

**2. INDEPENDENT CONTRACTOR STATUS:** The Parties enter into this Agreement with the express understanding that COUNTY will perform all services required under this Agreement as an independent contractor. The Parties agree that the COUNTY and any of its agents, employees, or officers cannot be considered agents, employees, or officers of COS. Subject to any performance criteria contained in this Agreement, COUNTY will be solely responsible for determining the means and methods of performing the specified services and COS will have no right to control or exercise any supervision over COUNTY as to how the COUNTY will perform the services.

**3. GOVERNING LAW:** The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.

**4. CONFLICT OF INTEREST:**

(a) At all times during the performance of this Agreement, the Parties must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations

promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, from making any decision on behalf of the public entity in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any decision that has the potential to confer any pecuniary benefit on the consultant/contractor or any business firm in which consultant/contractor has an interest, with certain narrow exceptions.

(b) The Parties agree that if any facts come to their attention that raise any questions as to the applicability of conflicts of interests laws, then the Party will immediately inform the other Party and provide all information needed for resolution of this question.

## **5. INDEMNIFICATION AND DEFENSE:**

(a) To the fullest extent permitted by law, COS shall defend, indemnify and hold COUNTY, its officers, employees, representatives, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and costs, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COS, its officers, employees, or agents.

(b) To the fullest extent permitted by law, COUNTY shall defend, indemnify and hold COS, its officers, employees, representatives, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and costs, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents .

## **6. TERMINATION:**

(a) **Without Cause:** COUNTY may terminate this Agreement without cause by giving thirty (30) days' prior written notice to COS of its intention to terminate under this provision, specifying the date of termination. COS will pay to COUNTY the compensation earned for work performed and not previously paid for to the date of termination. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement.

(b) **With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantially impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) Material misrepresentation, either by COS or anyone acting on COS'S behalf, as to any matter related in any way to subject matters of this Agreement, or
- (7) Other misconduct or circumstances that, in the sole discretion of COUNTY, exposes COUNTY to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5- day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination. COS will pay to COUNTY the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement.

**(c) Effects of Termination:** Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

**7. TIME OF ESSENCE:** The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

**8. CONFIDENTIALITY:** COS may not use or disclose any information it receives from COUNTY under this Agreement that COUNTY has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by COUNTY. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, COUNTY may not disclose to third parties any information it receives from COS that COS has previously identified as confidential. If COUNTY determines that it must disclose any information that COS previously identified as confidential, then it shall promptly give COS written notice of its intention to disclose such information and the authority for such disclosure. COS shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify COUNTY that it will not seek such an order. COUNTY shall cooperate with COS in any efforts to seek such a court order. COUNTY shall not disclose the information until the five (5) day period has expired without a response from COS, or COS has notified COUNTY that it will not seek such an order, or COS has sought and a court has declined to issue a protective order for such information. If COS seeks a protective order for such information, COS shall defend and indemnify COUNTY from any and all loss, injury, or claim arising from COUNTY'S withholding of the information from the requestor. This includes any attorney's

fees awarded to the requestor. The duty of COUNTY and COS to maintain confidentiality of information under this section continues beyond the term of this Agreement.

**9. DISPUTES AND DISPUTE RESOLUTION:** The Parties shall continue with their responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

**10. FURTHER ASSURANCES:** Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

**11. CONSTRUCTION:** This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

**12. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

**13. NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**14. WAIVERS:** The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

**15. ORDER OF PRECEDENCE:** In the event of any conflict or inconsistency between or among the body of the Agreement (which includes this Exhibit C "General Terms and Conditions") and any other Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

**16. CONFLICT WITH LAWS OR REGULATIONS/ SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a

material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

**17. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between COS and COUNTY as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

**18. RECYCLED PAPER CONTENT:** To the extent services under this Agreement include printing services, pursuant to Public Contract Code section 22153 the Parties shall use paper that meets the recycled content requirements of Public Contract Code section 12209.

## City of Exeter Agenda Item Transmittal

**Meeting Date:** June 9, 2020

**Agenda Item Number:**

**I1**

**Wording for Agenda:** Administrative Hearing to Consider Confirmation of Nuisance Abatement Cost Recovery Amount and Special Assessment Approval for 320 Peach Drive, Exeter, California 93221, APN 138-033-005-000.

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

**Department Recommendation:**

City Staff recommends that the City Council hold the administrative hearing and consider any comments or information provided by the 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:**

History of Code Enforcement

The Nuisance Property (320 Peach Drive) is a single-family residential structure that has been the subject of the City's code enforcement efforts since April 2019. The record owners of the Nuisance Property are Seldon A. Moberly and Annie M. Moberly ("Owners") pursuant to a Joint Tenancy Grant Deed recorded on January 17, 1962. The Owners are believed to be deceased. The Owners' daughter, Denise Forney, formerly occupied the Nuisance Property. The Owners' son, Albert Moberly ("Occupant"), has come forward to take responsibility for the remediation of the Nuisance Property and is believed to be the current occupant of the Nuisance Property.

The Nuisance Property was brought to the attention of Code Enforcement in April 2019 after a concerned citizen posted on Facebook that the Nuisance Property appeared to be stealing water. In May 2019, City inspectors conducted an exterior inspection of the Nuisance Property and observed transients who had relocated to this Nuisance Property after previously trespassing and encamping on another nuisance property.

In June 2019, a neighbor complained to the City that there were vehicles entering and exiting the Nuisance Property at all hours of the day and night, and it appeared as though the Nuisance Property was being used for narcotics use and sales. Due to the suspected criminal activity on the Nuisance Property, the neighbor stated that they were in fear for their safety. The neighbor also stated that the female individual on the Nuisance Property lived with four to five men in makeshift tents in the backyard and that the Nuisance Property had a rodent and vermin infestation that was affecting neighboring properties. Moreover, the neighbor stated that they observed hoarding conditions on the Nuisance Property as there were large piles of trash and debris on the Nuisance Property.

**For action by:**

☒ City Council

**Regular Session:**

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

**Review:**

**City Administrator  
(Initials Required)**



In July 2019, City inspectors re-inspected the Nuisance Property but were limited in their inspection due to the threat of several large dogs on the Nuisance Property. City inspectors were only able to observe the Nuisance Property from a public right of way from the safety of their vehicles due to the presence of several large dogs on the Nuisance Property.

On July 7, 2019, Exeter Police Department ("EPD") Officers were dispatched to the Nuisance Property regarding a report that a pack of loose and aggressive dogs from the Nuisance Property mauled a neighbor's Chihuahua dog. EPD Officers along with Animal Control responded to the Nuisance Property and seized six dogs, leaving behind three dogs and 17 puppies. While on the Nuisance Property, Officers observed that the dogs on the Nuisance Property appeared aggressive, flea ridden, dirty, and malnourished. There was also a kennel on the Nuisance Property covered with urine and feces causing a putrid stench to permeate the Nuisance Property. EPD Officers also observed overgrown and dead vegetation, and the backyard was completely filled with trash, junk, and debris, including household items, discarded furniture, clothes, an inoperable all-terrain vehicle, and other waste.

On July 16, 2019, EPD Officers were again dispatched to the Nuisance Property in search of a suspect. During the search of the Nuisance Property, EPD Officers observed unlawful and substandard conditions on the Nuisance Property such as, the driveway being cluttered with clothes, furniture, tools, bicycles, and other miscellaneous items that were stacked on top of a white trailer. The pile of debris in the driveway was at least five feet tall and eight feet wide. In the carport area, there was a folding table used as a makeshift door to keep approximately five to ten puppies contained, and the same area was set up as a makeshift living area with blankets hanging from the roof.

The interior of the Nuisance Property was infested with rodents, vermin, and other insects from spoiled food and feces laying around. There was a dog that occupied the couch in the living room, which also had several piles of feces next to open containers of food. Inside the Nuisance Property, there were piles of trash from ceiling to floor making it difficult for Officers to navigate the interior of the Nuisance Property. The dining room was filled with bookshelves blocking access to the dining area, and the kitchen area was completely cluttered with trash and debris with more open containers of food. Officers observed rodents and vermin freely roaming around the Nuisance Property.

Officers attempted to access a bedroom on the Nuisance Property but were unable to enter due to the large amount of trash and debris that was spilling into the hallway. The other bedroom in the Nuisance Property was in a similar condition. The bathrooms on the Nuisance Property were extremely unsanitary due to a lack of maintenance or cleaning.

Denise, a resident of the Nuisance Property, informed Officers that—due to the extreme unsanitary conditions and flea, rodent, and vermin infestation—she was unable to occupy the interior of the Nuisance Property, so she chose instead to reside in the exterior carport area.

The backyard of the Nuisance Property had three large dogs that had to be restrained by their owner during the search. The backyard was so cluttered with trash and debris that there was no clear path for the officers to walk and they had to walk over the trash and debris. In the backyard were additional piles of junk, trash, and debris, including vehicle parts, plastic storage bins, and yard equipment. There were two storage sheds in the backyard. The tin storage shed was filled from floor to ceiling with trash and debris, and the second shed appeared to be illegally used as living quarters.

Due to the large accumulation of trash and debris in the interior and exterior of the Nuisance Property, the ingress and egress routes were either substantially or completely obstructed creating a fire hazard and preventing the efficient entry and exit for occupants and first responders in case of an emergency. The Nuisance Property also had dilapidated walls, deteriorated fencing, overgrown and dead vegetation with bare patches of dirt, unmaintained

landscapes in the front and back yards, feces and urine, unsupervised and unmaintained animals, and rodent, flea and vermin infestations.

On July 22, 2019, the City received a complaint from another concerned neighbor regarding the intolerable and repulsive conditions on the Nuisance Property. The neighbor reported being negatively affected by the extremely strong stench of feces emanating from the Nuisance Property. The neighbor indicated that the stench was so revolting and unbearable that it was affecting their use and enjoyment of their property. The neighbor expressed concern for neighboring children who also complained about the stench and the nauseating smell from the feces and accumulated trash and debris. The neighbor described the front yard of the Nuisance Property as a "dump" and stated that they observed rodents on the Nuisance Property. Further, the neighbor stated that the Nuisance Property had a large unsupervised dog that sometimes trespassed onto neighboring properties and was especially concerned since the dog appeared to be diseased. The neighbor expressed frustration and anger due to the strong smell of feces and the extreme accumulation of trash and debris, and hoped that the City would act expediently to abate the nuisances on the Nuisance Property.

On August 16, 2019, the City obtained an Inspection Warrant to enter, inspect, document, and photograph the violations of law on the Nuisance Property. On August 20, 2019, pursuant to the Inspection Warrant, the City conducted a multi-agency inspection of the interior and exterior of the Nuisance Property. During that inspection, officials from Tulare County Fire, Code Enforcement, Public Works, Police, Tulare County Environmental Health, Animal Control, and Tulare County Resource Management Agency identified numerous continuing violations of law on the Nuisance Property.

The interior of the Nuisance Property was difficult to access and navigate as it was extremely unsanitary and completely cluttered with junk, trash, and debris. There were signs of hoarding, as the Nuisance Property was filled with piles of clothes, chemicals, plastic containers, boxes, papers, spoiled and moldy food, and other miscellaneous items that made it very difficult for inspectors to traverse the interior of the Nuisance Property. The interior and exterior of the Nuisance Property had a severe rodent and vermin infestation due to the accumulation of junk, trash, and debris, feces, and spoiled food all throughout.

The kitchen floor, stovetop, sink, countertops, and other surfaces in the Nuisance Property were completely covered with old appliances, trash, dirty dishes, pots, pans, debris, and food waste. The toilet, bathtub, and sink were also extremely unsanitary as they had not been cleaned or maintained; the toilet was covered with feces and there was mold growth in the sink and bathtub. The accumulation of trash and debris also limited ingress and egress and blocked access to areas of the Nuisance Property, which posed a danger to the occupants and first responders in the event of an emergency. The Nuisance Property also lacked necessary smoke and carbon monoxide detectors.

The exterior area of the Nuisance Property had a shed, makeshift tent, and chicken coop that were severely dilapidated and unsafe due to inadequate materials of construction, decaying wood, and the accumulation of trash and debris. There were also dangerous electrical connections created by the use of extension cords instead of permanent wiring. Due to the unpermitted electrical wiring and modifications, the accumulation of trash, junk, and debris, and the overgrown weeds and vegetation, the Nuisance Property posed a serious fire hazard. The City identified numerous serious and dangerous violations of State and local laws, including violations of the California Health and Safety Code ("H&S"), the California Building Standards Code ("CBSC"), the California Building Code ("CBC"), and the Exeter Municipal Code ("EMC").

Due to these unsanitary conditions, the substandard building violations, the severely dilapidated state of the Nuisance Property, the electrical and fire hazards, the lack of utilities, and the lack of basic sanitation facilities, the Nuisance Property was deemed manifestly unsafe and unfit for human habitation by the County Building Official and was red-tagged to prevent further entry or

occupation. The City determined that the dangerous and substandard violations on the Nuisance Property posed a significant risk to the community and the public. The dilapidated and deteriorated nature of the Nuisance Property contributed to the blight in the neighborhood, invited criminal activity, and was an attractive nuisance and a danger to the families and children who live in the neighborhood.

On November 15, 2019, the City prepared, issued, and mailed a Legal Notice and Order To Repair or Abate ("N&O") identifying 71 substantially dangerous violations of law and providing the Owners and other responsible parties with 30 days - by December 15, 2019 - to abate the violations and bring the Nuisance Property into compliance. On December 12, 2019, the City prepared and recorded a Notice of Pendency ("NoP") on title with the N&O attached to ensure notice to all interested parties of the City's pending nuisance abatement action on the Nuisance Property.

On February 18, 2020, after the N&O Compliance Deadline passed and the violations of law on the Nuisance Property had not been remedied, the City prepared and served the Owners and Interested Parties with a Three Days Advance Notice ("3 Day Notice") of the City's intent to file the Nuisance Abatement and Receivership Complaint. The City was in the midst of finalizing the Receivership Complaint when the Occupant finally contacted the City to accept responsibility for the rehabilitation of the Nuisance Property.

The City and the Occupant agreed to enter into a Rehabilitation Agreement establishing compliance deadlines and providing for the City's cost recovery reimbursement. A Rehabilitation Agreement was prepared and sent to the Occupant on March 25, 2020. The Occupant stated several times that he would execute and return the Rehabilitation Agreement, but to date - over 60 day since it was first sent to the Occupant - the City has not received an executed copy of the Rehabilitation Agreement.

On March 2, 2020, City inspectors conducted a follow-up inspection of the Nuisance Property and observed substantial improvements to the interior and exterior of the Nuisance Property. City inspectors determined that, although the Nuisance Property still harbored violations such as trash, junk, and debris, a significant amount had been remedied, and notable progress was being made toward remediation of the remaining violations. Likewise, the City deescalated its nuisance abatement action and now seeks to resolve this matter by recovering the nuisance abatement costs the City was forced to incur to motivate the clean-up, as authorized by the California Government Code and the EMC.

It should be noted that after the City initiated this nuisance abatement action, the Occupant contacted the City representing himself to be the son of the Owners, claiming responsibility for the remediation of the Nuisance Property, and indicating that the former occupant, Denise Forney, allowed the Nuisance Property to fall into such a state of deterioration and disrepair, and has since abandoned the Nuisance Property. However, this issue is really irrelevant, as whomever had a valid interest in the Nuisance Property should have stepped up and taken responsibility for the Nuisance Property years ago instead of allowing it to fall into such a state of disrepair, thereby forcing the public to incur substantial nuisance abatement costs. The City now seeks to recover its nuisance abatement enforcement costs as a special assessment against the Nuisance Property, meaning that the costs will not become a personal liability of any heir, rather just a lien against the Nuisance Property itself. This is not intended to be punitive, rather an equitable method for getting the Nuisance Property to reimburse the City for the public funds the City was forced to expend to get the Nuisance Property rehabilitated.

#### 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 EMC 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 **\$25,093.40**.

#### Explanation of Costs

The City's costs incurred in this matter include, but are not limited to: analysis of the severity of the violations; assessment of nuisance abatement options; consultation with City Prosecutors regarding legal processes and options; preliminary assessment research; analysis of the property detail report and Litigation Guaranty to identify all interested parties; analysis of recorded Joint Tenancy Grant Deed to verify record title holders; preparation of an inspection warrant packet; obtaining an inspection warrant from the court; preparing and filing the Inspection Warrant Return; preparation and mailing the 3 Day Notice; drafting the Receivership Complaint; conducting multiple inspections of the Nuisance Property to identify and verify the full extent of the dangerous conditions and violations of law; inspecting the Nuisance Property multiple times to confirm compliance and continuing non-compliance at various stages; analysis of the applicable police reports; drafting and negotiating the comprehensive Rehabilitation Agreement; communications with the Owner to gain compliance; communications with various agencies such as the Tulare County Fire Department, the Exeter Police Department, the Exeter Public Works Department, the Exeter Code Enforcement Department, the Tulare County Resources Management Agency, the Tulare County Environmental Health Department, and City Animal Control; strategizing the best course of action by reviewing reports and photographs; engaging in ongoing communications with interested parties; and protecting and securing the City's cost recovery rights.

The City conducted preliminary assessment research and a feasibility analysis to determine what the best nuisance abatement options were for the Nuisance Property, including whether the Nuisance Property was a viable candidate for a potential receivership action. To make that determination, the City purchased and analyzed a Litigation Guaranty that identified all the recorded interested parties for the Nuisance Property. The City also considered land and market values for the Nuisance Property as well as the extent and severity of the violations on the Nuisance Property. The City also consulted with a potential court receiver and conducted an analysis of the potential costs to force rehabilitate the Nuisance Property.

The City prepared an inspection warrant application packet consisting of an application, a memorandum of points and authorities, a declaration by a City inspector, a proposed warrant, and a warrant return. The City also prepared and posted a Request for Consent to Inspect and 24 hours' notice of inspection on the Nuisance Property. The inspection warrant packet was submitted to the Court for approval. In executing the inspection warrant, the City coordinated with various local agencies, including the Exeter Public Works Department, the Exeter Code Enforcement Department, Animal Control, the Tulare County Fire Department, the Exeter Police Department, and the Tulare County Resource Management Agency, to ensure availability and attendance at the inspection. During the inspection, officials from the various agencies inspected, documented, and photographed the violations of law on the Nuisance Property. Upon conclusion of the inspection, the County Building Inspector red-tagged the Nuisance Property to prevent further entry or occupation. The City then 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, the various circumstances affecting the rehabilitation of the Nuisance Property, and the City's nuisance abatement and enforcement options.

Thereafter, the City prepared, issued, posted, and mailed, via certified mail, to all interested parties, the N&O ordering the immediate remediation of all violations on the Nuisance Property. The City also prepared, mailed, notarized, and recorded an NoP on title attaching the N&O.

After the N&O Compliance Deadline passed, and the violations on the Nuisance Property were still not remedied, the City prepared, posted, and mailed the 3 Day Notice to the relevant parties as a prerequisite to initiating a receivership action. The City also started preparing the Nuisance Abatement and Receivership Complaint for the Nuisance Property. Thereafter the City engaged in considerable communication and negotiation with the Occupant regarding a Rehabilitation Agreement and its terms. The City prepared and sent the Rehabilitation Agreement to the Occupant which was never executed, leading to this cost recovery process. Thereafter, the City conducted multiple inspections of the Nuisance Property to confirm rehabilitation and remediation of the violations.

For this 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 the nuisance abatement action against the Nuisance Property. The Invoice listed the date, time, and place of this City Council 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 in compliance with the law, 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 financially 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 **\$25,093.40**, 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 action 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:** 2019 Receivership Action approval.

**Attachments:**

1. Joint Tenancy Grant Deed (1962).
2. Nuisance Property Cost Recovery Invoice.

|                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Recommended motion to be made by the Council:</b> I move to confirm the nuisance abatement cost recovery amount of \$25,093.40, and to approve the levying of a Special Assessment for that amount on the nuisance property at 320 Peach Drive in order to recover the City's costs incurred abating the public nuisances on that parcel.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO

2201

VOL 2312 PAGE 503

Seldon A. Moberly  
248 S. Orange,  
Exeter, Calif.

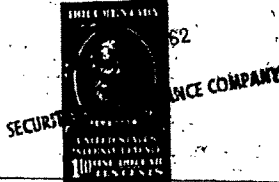
Escrow No. 137766--RP  
Order No.

RECORDED AT REQUEST OF  
COUNTY TITLE INSURANCE CO.

JAN 17 1962 AT 9 A. M.  
VOL 2312 PAGE 503  
OFFICIAL RECORDS  
TULARE COUNTY CALIF.

H. H. Sunkel  
W. W. SUNKEL, RECORDER

INDEXED COPIED COMPARED  
SPACE ABOVE FOR RECORDER'S USE ONLY



(PLACE INTERNAL REVENUE STAMPS IN THIS SPACE)

## Joint Tenancy Grant Deed

(Corporation)

I.R.S. 1.10

PENN-RITTER & ASSOCIATES, INC.,

(GRANTOR - GRANTORS)

a corporation

For a valuable consideration, receipt of which is hereby acknowledged,

Does hereby Grant To SELDON A. MOBERLY and ANNIE M. MOBERLY,

husband and wife,

, As Joint Tenants,

the real property in the City of Exeter  
County of Tulare

, State of California, described as follows:

Lot 11 in Block 8 of Monte Vista Addition to the  
City of Exeter, as per Map recorded in Book 21, page  
53 of Maps in the office of the County Recorder of  
said County.

Subject to second installment 1961-62 taxes, rights  
of way, easements, covenants, conditions and restr-  
ictions of record.

Subject to a Trust Deed in favor of Standard Federal  
Savings and Loan Association, recorded June 19, 1958  
in Book 2061, page 518 of Official Records.

PENN-RITTER & ASSOCIATES, INC.,  
a corporation,

Dated January 2, 1962

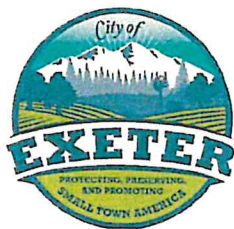
by *Hunter B. Penn* Vice President  
by *Clifford Thompson* Assistant Secretary

STATE OF CALIFORNIA  
COUNTY OF } ss.  
*Los Angeles*

On *January 5, 1962* before me, the undersigned, a Notary Public in and for  
said County and State, personally appeared *Hunter B. Penn*  
known to me to be the President, and *Clifford Thompson*  
known to me to be the Secretary of the corporation that executed the within instrument,  
and known to me to be the persons who executed the within instrument on behalf of the corporation therein  
named, and acknowledged to me that such corporation executed the same, and acknowledged to me that such cor-  
poration executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

(Seal)

*Rene W. Taylor*  
Notary Public (line)  
My Commission Expires October 31, 1964  
("His name (notary's) shall be typed or legibly printed")  
(Sec. 6205 Government Code 1959)



## Code Enforcement

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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 & FIRST-CLASS MAIL TO INTERESTED PARTIES

**Service Date:** May 28, 2020

**Nuisance Property:** 320 Peach Drive  
Exeter, California 93221  
APN 138-033-005-000

**Abatement Costs:** \$25,093.40

**Council Hearing:** June 9, 2020 at 7:00 p.m.  
Exeter City Hall Council Chambers  
137 North F Street  
Exeter, California 93221

**Payment Deadline:** July 12, 2020 (45 days)

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

**Interested Parties:**

Seldon A. Moberly  
320 Peach Drive  
Exeter, California 93221

Annie M. Moberly  
320 Peach Drive  
Exeter, California 93221

Albert Moberly  
320 Peach Drive  
Exeter, California 93221

Denise Forney  
320 Peach Drive  
Exeter, California 93221



## Code Enforcement

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

### 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 320 Peach Drive, Exeter, California 93221, APN 138-033-005-000 (“Nuisance Property”).

The City’s unpaid Abatement Costs in this matter total **\$25,093.40**. 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, 350 West Firebaugh, Exeter, California 93221**.

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. Special assessments are collected by the County of Tulare. As required by State law, notice is hereby given that the County of Tulare tax collector may sell the Nuisance Property after three years 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 **June 9, 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 failure to exhaust your administrative remedies and a waiver of your right to dispute this Invoice and the Abatement Costs.

Questions regarding this Invoice may be directed to the City’s Public Works Director, Daymon Qualls, at 559-592-3318.

Mr. Daymon Qualls  
Public Works Director  
CITY OF EXETER

## City of Exeter Agenda Item Transmittal

**Meeting Date:** June 9, 2020

**Agenda Item Number:**

**12**

**Wording for Agenda:** Public Hearing to adopt Resolution 2020-21 establishing an FY 2020-2021 General Fund appropriation limit of \$9,104,471.

**Submitting Department:** Finance

**Contact Name:** Chris Tavarez, Finance Director

**Phone Number:** 592-2755

**Email:** [ctavarez@exetercityhall.com](mailto:ctavarez@exetercityhall.com)

**Department Recommendation:**

Staff recommends that Council hold the public hearing and adopt Resolution 2020-21 establishing an FY 2020-2021 General Fund appropriation limit of \$9,104,471.

**Summary/Background**

In 1979, California voters approved Proposition 4, informally known as the "GANN Initiative", which provides limits to the amount of tax proceeds state and local governments spend each year. Annually City Council is required to establish an appropriation limit for the City of Exeter to comply with this legislation. The California Revenue and Taxation Code, Section 2227, mandates that the State Department of Finance transmit an estimate of the percentage change in population at the beginning of the year to local governments which is the basis for this calculation (See Attachment B).

The State of California provides the population and California per capita personal income change data for local jurisdictions to calculate their appropriations limit. Each local jurisdiction must use the percentage change in population factor from January 1, 2020 in conjunction with a change in the cost of living or cost factor, to calculate their appropriations limit for fiscal year 2020-2021. The percentage change of personal income per capita over the prior year was 3.73. The population percent change for Exeter was .19 percent. Based on this information the 2020-2021 General Fund appropriation limit for the City of Exeter is \$9,104,471 as shown in Table 1.

Actual appropriations to be approved by City Council are well below this amount based on the draft 2020-21 and 2021-22 Budget. The General Fund appropriation proposed in the mid year budget revision for 2019-20 is under \$4.4 million which is well below the limit established by this action since the GANN limit increases based on population and inflation have outpaced tax revenues.

The General Fund is the only fund subject to the appropriation limit mandated by the State. Any challenge must be brought within 45 days from the effective date of the resolution.

**For action by:**

☒ City Council

**Regular Session:**

☐ Consent Calendar

☐ Regular Item

☒ Public Hearing

**Review:**

**City Administrator  
(Initials Required)**



**Gann Appropriations Limit  
FY 2020-2021**

|                                          |                     |
|------------------------------------------|---------------------|
| <b>Appropriations Limit FY 2019-2020</b> | <b>\$ 8,760,441</b> |
|------------------------------------------|---------------------|

**Adjustment Factors:**

|                                 |   |               |
|---------------------------------|---|---------------|
| Population Change (.19)         |   | 1.0019        |
| Per Capita Income Change (3.73) | x | <u>1.0373</u> |
| Total Adjustment Factor         |   | 1.0393        |

|                                       |              |
|---------------------------------------|--------------|
| Adjustment Amount                     | \$ 344,030   |
| Appropriations Limit for FY 2020-2021 | \$ 9,104,471 |

**Prior Council/Board Actions:** In previous years the Council has adopted Resolutions establishing General Fund appropriations limits.

**Attachments:** Attachment A - Resolution 2020-21

Attachment B - CA Dept of Finance Letter on Price and Population 2020

**Recommended motion to be made by Council/Board:** I move to adopt Resolution 2020-21 establishing a FY 2020-2021 General Fund appropriations limit of \$9,104,471

**RESOLUTION 2020-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER  
ESTABLISHING THE 2020-2021 APPROPRIATIONS LIMIT**

**WHEREAS**, IN 1979, California voters approved Proposition 4 (Article XIII-B of the California State Constitution), informally known as the "GANN Initiative", which provides limits to the amount of tax proceeds state and local governments spend each year; and

**WHEREAS**, in 1980, the State Legislature added Section 9170 of the Government Code stating that the governing body of each City must establish by resolution, an appropriation limit for the following year. The limit for any fiscal year is equal to the previous year's limit, adjusted for population changes and the change in the U.S. Consumer Price Index (or California per capita personal income, if smaller). The information is provided by the California Department of Finance.

**WHEREAS**, Proposition 111 modified Article XIII-B. A City may choose which annual adjustments to use. The adjustment factors include the growth in the California Per Capita Income, or the growth in the non-residential assessed valuation due to construction within the City and the population growth within the City or county.

**IT IS NOW THEREFORE RESOLVED THAT**; the appropriations limit as defined by Propositions 4 and 111 is set at \$9,104,471 for the 2020-2021 fiscal year using the personal income per capita change of 3.73 and the population percent change of .19 as established by the Department of Finance.

**PASSED, APPROVED, AND ADOPTED THIS 9TH DAY OF JUNE, 2020, BY THE FOLLOWING VOTE:**

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



DEPARTMENT OF  
**FINANCE**  
OFFICE OF THE DIRECTOR

GAVIN NEWSOM • GOVERNOR  
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ [WWW.DOF.CA.GOV](http://www.dof.ca.gov)

May 2020

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2020, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2020-21. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2020-21 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2020.**

**Please Note:** The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s/ Keely Martin Bosler

KEELY MARTIN BOSLER  
Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2020-21 appropriation limit is:

| Per Capita Personal Income |                                      |
|----------------------------|--------------------------------------|
| Fiscal Year<br>(FY)        | Percentage change<br>over prior year |
| 2020-21                    | 3.73                                 |

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2020-21 appropriation limit.

**2020-21:**

Per Capita Cost of Living Change = 3.73 percent  
Population Change = 0.22 percent

Per Capita Cost of Living converted to a ratio:  $\frac{3.73 + 100}{100} = 1.0373$

Population converted to a ratio:  $\frac{0.22 + 100}{100} = 1.0022$

Calculation of factor for FY 2020-21:  $1.0373 \times 1.0022 = 1.0396$

Fiscal Year 2020-21

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019**

| <b>County<br/>City</b> | <b><u>Percent Change</u></b> | <b><u>--- Population Minus Exclusions ---</u></b> |               | <b><u>Total<br/>Population</u></b> |
|------------------------|------------------------------|---------------------------------------------------|---------------|------------------------------------|
|                        | <b>2019-2020</b>             | <b>1-1-19</b>                                     | <b>1-1-20</b> | <b>1-1-2020</b>                    |
| Tulare                 |                              |                                                   |               |                                    |
| Dinuba                 | 1.19                         | 25,689                                            | 25,994        | 25,994                             |
| Exeter                 | 0.19                         | 11,009                                            | 11,030        | 11,030                             |
| Farmersville           | 0.03                         | 11,396                                            | 11,399        | 11,399                             |
| Lindsay                | 0.01                         | 13,153                                            | 13,154        | 13,154                             |
| Porterville            | 0.38                         | 59,218                                            | 59,443        | 59,655                             |
| Tulare                 | 2.07                         | 66,457                                            | 67,834        | 67,834                             |
| Visalia                | 0.69                         | 137,696                                           | 138,649       | 138,649                            |
| Woodlake               | 1.07                         | 7,691                                             | 7,773         | 7,773                              |
| Unincorporated         | 0.35                         | 143,933                                           | 144,433       | 144,489                            |
| County Total           | 0.73                         | 476,242                                           | 479,709       | 479,977                            |

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

## City of Exeter Agenda Item Transmittal

**Meeting Date:** June 9, 2020

**Agenda Item Number:** 13

**Wording for Agenda:** Public Hearing to receive, review and discuss the 2020/2021 and 2021/2022 Two-Year Budget for the City of Exeter

**Submitting Department:** Finance/Administration  
**Contact Name:** Chris Tavarez, Finance Director  
Adam Ennis, City Administrator  
**Phone Number:** 559-592-2755  
**Email:** [ctavarez@exetercityhall.com](mailto:ctavarez@exetercityhall.com)

### Department Recommendation:

Staff recommends that Council conduct the following for the 2020/2021 and 2021/2022 two-year budget:

- Review and discuss the draft 2020/2021 and 2021/2022 budget
  - o Review Operating Budget
  - o Review Capital Improvement Plan (CIP)
- Conduct a Public Hearing
- Direct staff to:
  - o Move General Fund savings to reserve, if it occurs
  - o Adjust Economic Development Corporation contribution as desired
  - o Revise any Operating line items as desired
  - o Adjust projects listed in CIP as desired
  - o Adjust deferred projects listed in CIP as desired
    - Make project active and defer other project (same cost)
    - OR may use available fund reserves (not recommended at this time)
    -
- Affirm the City's adopted financial policies
  1. Pass a Balanced Budget
  2. Build Budget Reserve of 25% of expenditures (all operating funds)
  3. Use one-time and unexpected revenues to build reserves or for capital or special projects
  4. Enterprise Rates should be set to recover operating costs
  5. Investment Policy will keep cash liquid and safe
  6. Debt Management, debt will be used sparingly
  7. Annual Audit, annual financial audit will be conducted timely

### For action by:

☒ City Council

### Regular Session:

☐ Consent Calendar  
☐ Regular Item  
☒ Public Hearing

### Review:

**City Administrator  
(Initials Required)**



### Summary

For Council's consideration today is a balanced budget for a third straight year thanks to past and current efforts by City Council and staff. Over the last several years, the City of Exeter has operated within a tight budget, working to reduce expenses and increase existing revenues where possible. Some positions in the City have been reduced by contracting out services where possible (Public Works) or offset with grant funding (Police). Due to these past and ongoing efforts, the City of Exeter is poised to potentially navigate through the current pandemic crisis retaining a tight but balanced budget in order to maintain financial sustainability.

The two major components of the City's finances are the General Fund and the Enterprise Funds, with the remaining non-discretionary funds essentially being pass through funding designated for specific purposes. The General Fund has seen improvements through gaining understanding and control of the budget. This has resulted in cost savings and, coupled with some revenue increases, provided the opportunity for the Council to choose to significantly increase the reserve.

The Enterprise Funds have also experienced significant financial improvement with rate increases implemented and approved over the next four years. In addition, previous United States Department of Agriculture debt has been refinanced in both the Water and Sewer funds, releasing restricted funding to bring both funds back into positive financial territory quicker than with the rate increases alone. Rate increases also occurred in the Sanitation Fund, which will also bring that fund back in the black over the next few years. While improvement in the Enterprise funds will take several years to come to full fruition, they are headed down the road to financial recovery. This recovery now provides the opportunity for development of a forecasting Capital Improvement Program (CIP) for planning projects that will provide increased system reliability.

Table 1 "Proposed Appropriations" shows the total amount of appropriations reflected in the budget presented. Council may provide additional direction and input in addition to holding a public hearing on the budget. A final document will be brought to City Council on June 23, 2020 for final review and adoption. Council always has the ability to reshape the budget as it sees fit throughout the year.

**Table 1 – Proposed Appropriations**

| <u>Funds</u>       | <u>FY 2020-2021</u> | <u>FY 2021-2022</u> |
|--------------------|---------------------|---------------------|
| General Fund       | \$4,520,000         | \$4,523,000         |
| Road Funds         | 7,249,400           | 4,249,400           |
| Housing Funds      | 272,000             | 272,000             |
| Other Sp. Revenues | 332,800             | 788,300             |
| Water Fund         | 2,164,000           | 2,335,000           |
| Sewer Fund         | 1,418,000           | 1,464,000           |
| Sanitation         | 1,137,000           | 1,203,000           |
| Insurance          | 1,097,000           | 1,171,120           |
| Total              | \$18,190,200        | \$16,005,820        |

As discussed at the May 19, 2020 City Council meeting, staff recommends the following principles be followed for the two-year 2020/2021 and 2021/2022 fiscal year's budget:

- Continued deferral of
  - o Salary and/or benefit cost increases
  - o Facility Maintenance
  - o Road Maintenance
  - o Equipment and vehicle needs
  - o Police position needs
  - o Code Enforcement needs
  - o Recreation needs
  - o Reserve set aside
- No increase to expenditures unless new funding identified
- Items that can save money should be explored
- No new added positions

Should the City's financial condition become worse than anticipated, or to move forward on deferred General Fund needs in the upcoming years, Council may consider reductions in the following areas:

- Recreation
- Code Enforcement
- Police

One of the biggest upcoming considerations for Council will involve moving forward with a proposed revenue measure to assist in retaining current General Fund service levels and addressing some deferred General Fund needs. Due to the effects of the pandemic, determining community desire and timing of balloting for a revenue measure will be key. This will need to be addressed by City Council in separate action from this budget but if any additional revenues are eventually realized from a revenue measure they may be amended into the City's budget in the future.

With the above discussed improvements in mind, the General Fund and Enterprise Funds will be presented with a forecasting Capital Improvement Program (CIP) for the first time. Projects being proposed are based on projected available funding in the next two years due to the rate increases and the debt refunding. Planning for an additional four years beyond this two-year budget is also included based on projected additional funding until 2025/2026. If a revenue measure is passed and revenue is realized, projects to address General Fund deferred needs would be included in the CIP. In addition, proposed Operating Budgets will be presented for all City funds.

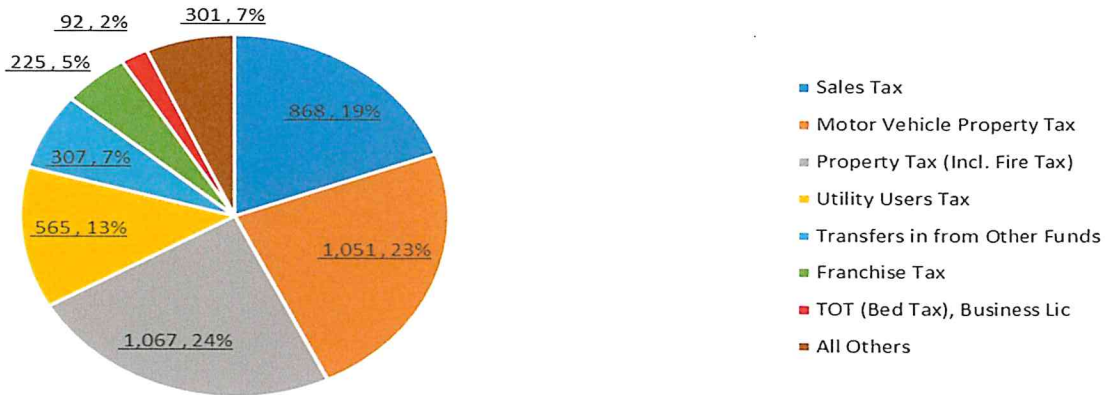
**Background:**

Since mid-March 2020 the City has entered an unprecedented period in our nation's history, which has led to stay at home orders and closing of 'non-essential' businesses in an attempt to mitigate the spread of COVID-19. Beyond the harmful impacts to the health of certain individuals, this has led to a historic detrimental impact to the nation's economy. The City is not immune to this impact and will certainly realize a significant impact to City businesses, residents and the City organization itself. Several significant City General Fund revenues are projected to see a negative impact due to COVID-19. Decreased revenues are anticipated from Sales Tax, Transient Occupancy Tax, Business Licenses and Recreation fees (due to cancelled or postponed events).

Staff has developed projections based on local conditions, data from consultants and the CA League of Cities that indicate Exeter's sales tax could decrease at least 15% from 2018/2019 and take nearly five years to recover back to 2018/2019 levels. Other revenues could see a similar pattern. Over time, new projections will provide further guidance for future Council decisions. Property Taxes, which are the largest source of City revenues, are projected to stay steady for the budget period. It is possible there may be a decrease in the future, however, property tax adjustments tend to lag behind impacts to the economy and often depend on the length of the impact, so it is too early to tell what might happen to them (Chart 1).

Chart 1: Preliminary Forecasted Fiscal Year 2020/2021 Revenues

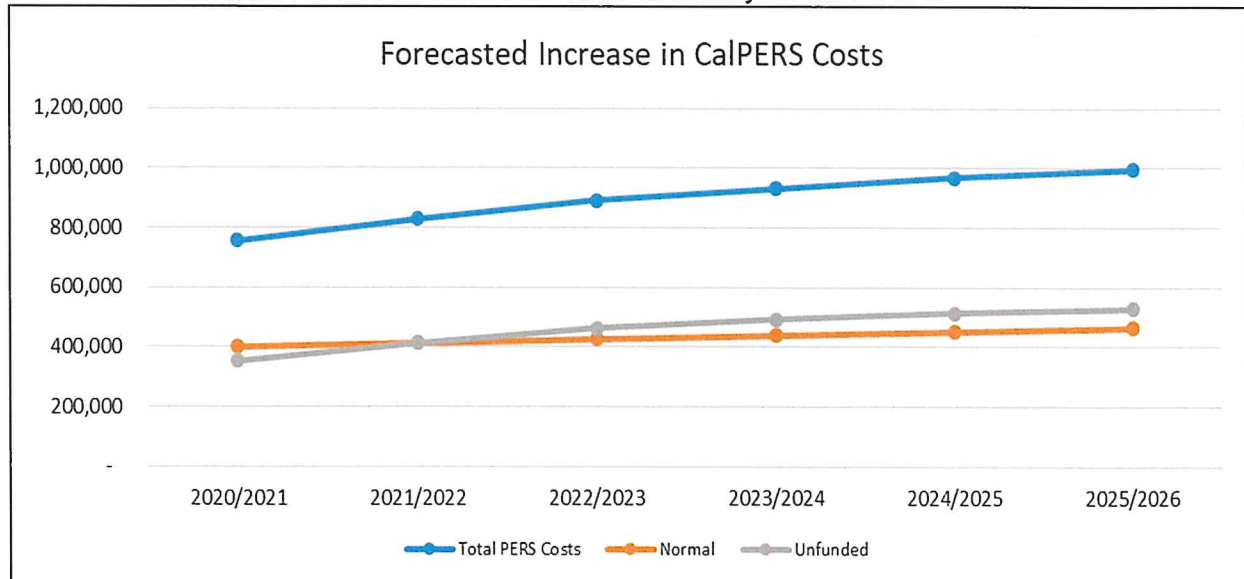
City of Exeter General Fund Revenues  
Projected for 2020/2021  
(revenue in thousands)



Regardless of the impacts of COVID-19, City expenditures will continue to increase over time. Even before negative impacts to the investment market were seen due to COVID-19, CalPERS costs to the City were set to increase approximately \$50,000 annually over the next five years due to the previous recession (Chart 2). For 2020/2021 the total costs are estimated to be \$765,000 and are projected to increase to just under \$1 million by 2025/2026, this is before any impact that the pandemic may cause. Outside of CalPERS expected increases, regular operational costs are anticipated to increase which include contract agreements with vendors and contractors, salaries, health insurance, etc.

It is recommended that the budget remain constrained and financially conservative considering the future unknowns. In developing the budget it will be important to keep in mind that the General Fund budget in 2019/2020 was \$4.3 million with a 19% reserve and the City's Enterprise Funds' (Water, Sewer, Sanitation) revenues currently range between \$1.1 and \$1.7 million annually in each fund with little to no reserves, though increasing over the next four years.

Chart 2: Forecasted Increase in CalPERS Costs to fiscal year 2025/2026



Over the past two years the City has made a tremendous effort to reduce costs and enhance revenues (where possible). The General Fund and Enterprise Funds have realized savings from:

- Contracting out services such as landscape maintenance and street sweeping
- Reducing staff such as in the Parks Division and Animal Control
- Adding two Officer-In-Charge positions with salary savings from a retirement in the Police Department by converting one administrative (non-sworn) position to ½ of a position with the other ½ in Administration (with more costs allocated out to non-General Fund sources)
- Water and Sewer Funds have both refinanced their USDA debt in order to release restricted fund balances and realize ongoing savings.

These listed actions along with other actions have accumulated into significant steps to putting the City on firm financial footing. In one year (2018/2019) the City realized an increase in the General Fund's unrestricted fund balance from about 4% to 19% (Reserve). The City's Water and Sewer Enterprise Funds were approved to have service fee increases over the next 4 years (1 increase happened January 1, 2020), this was a critical action in making sure the City has the financial capability to administer efficient and reliable utility systems.

In relation to financial improvement of General Fund revenue, Council authorized the formation of a Proposed Revenue Measure Advisory Committee which has finished meeting and have provided their recommendations to City Council for advancing a measure. Should the City Council approve to ballot a proposed revenue measure, there could be an increase to revenues which could provide the City the ability to maintain and/or improve services that residents and businesses have come to expect and address deferred needs that will require attention soon, specifically in General Fund activities such as Police, Fire, Streets, Code Enforcement and Parks and Recreation. Any additional funds a revenue measure may bring in are NOT INCLUDED in the currently proposed budget projections. Should a revenue measure pass and produce revenue in the next two years a budget amendment incorporating the revenue and associated services/needs could be brought back to City Council for approval.

The CIP recommended to City Council lays out a proposed City plan to implement capital projects for all funds of the City. The plan forecasts revenues, costs and projects through the two-year budget and four additional planning years. The CIP will be updated at least annually to reflect current revenues, costs and needs. The General Fund will be limited in its ability to fund projects due to ongoing cost increases for operations and now the challenge of a downturn in the economy due to COVID-19. The City's Water, Sewer and Transportation Funds CIP's will present the City's plan for capital projects in those areas for the next six years. There are MANY needs, the CIP will show the priority for projects to be implemented and recognize deferred needs. Deferred needs are listed in some funds where a potential revenue measure could help to advance those projects sooner and will remain deferred until funding is available.

For the 2020/2021 and 2021/2022 Two Year Budget, staff has not included increases from the previous budget unless necessary to keep up with contract and operating costs and there are no salary increases included in the draft budget. For the General Fund, it is recommended that City Council continue deferral of maintenance of facilities and/or capital projects where possible to potentially provide funds for required capital projects or building up the City's reserve.

**Fiscal Impact:** When adopted on June 23, 2020, a balanced budget should provide sustainable financial direction to the City if forecasts of costs and revenues hold true. There is a potential for actuals to vary more than usually expected from forecasts through the upcoming couple of years and regular monitoring and adjusting will be required.

**Prior Council/Board Actions:**

May 19, 2020 – City Council was presented with a 2019/2020 mid-year budget update and Council provided feedback on principles for the 2020/2021 and 2021/2022 Budget preparation.

**Attachments:**

2020/2021 and 2021/2022 Draft Budget, including City Administrator Transmittal Letter and Budget Analysis

|                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Recommended motion to be made by Council/Board:</b> I move to provide direction as discussed to staff for edits and final review and adoption of the 2020/2021 and 2021/2022 budget on June 23, 2020.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## City of Exeter Agenda Item Transmittal

**Meeting Date:** June 9, 2020

**Agenda Item Number:** 14

**Wording for Agenda:** Public Hearing to review rates and fees and adopt Resolution 2020-22 approving the City of Exeter Rate and Fee Schedule.

**Submitting Department:** Finance  
**Contact Name:** Chris Tavarez, Finance Director  
**Phone Number:** 559-592-2755  
**Email:** [ctavarez@exetercityhall.com](mailto:ctavarez@exetercityhall.com)

**Department Recommendation:**

Staff recommends that City Council conduct a public hearing to review rates and fees and adopt Resolution 2020-22 approving the City's Rate and Fee Schedule for fiscal year 2020/2021.

**For action by:**

☒ City Council

**Regular Session:**

☐ Consent Calendar

☐ Regular Item

☒ Public Hearing

**Review:**

**City Administrator  
(Initials Required)**



**Summary/Background:**

Rates and fees are generally adjusted in two different ways 1) based on actual cost and rate studies that evaluate the actual base cost of providing the specific service and the rate needed to cover that cost and 2) annually to ensure approved costs are adjusted to keep up with inflation. This item covers both cases establishing fees and of inflationary cost and rate adjustments.

All fees, development impact fees and business tax have been reviewed and staff is recommending some fees be formally established along with adjustments to various existing fees for Council approval. City ordinance limits increases on fees to annual inflationary indices and additions or adjustments based on the costs of services provided. Adjustments will ensure that fees will cover costs for specific services, allowing the General Fund and Enterprise Funds to support critical overall operations. If approved, the effective date is July 1, 2020 for all rates (unless previously approved) and fees, except for Impact Fees which require a 60-day notice, thus making the effective date for these fees August 9, 2020.

Fee increases are based on cost recovery or established indexes, such as the Consumer Price Index (CPI). For this fiscal year 2020/21 Impact Fees use a building industry CPI index known as the Engineering News Record Construction Cost Index (ENRCCI). The ENRCCI for May 2019 - April 2020 (Average of Los Angeles and San Francisco Indexes) is 2.2%. Business Tax rate changes requires a vote by the taxpayers to adjust the rates established, as such these rates are unchanged. Staff will continue to monitor and review all rates and fees in the future to verify that, at a minimum, City costs are recovered.

The following is a listing of proposed fee updates and first-time listed fees for the upcoming fiscal year, effective July 1, 2020. All other fees and rates were previously established by City Council and may reflect minor adjustments for cost recovery or CPI increases. Planning and Development (change)

- Minor Deviation and Planning Special Services: from \$80 to \$85 to reflect increase in cost to the City

Utilities (change)

- Deposit (applies to tenants) – from \$138.18 to \$120, this is recommended to be lowered to reflect 1.5 times (rounded down) the minimum utility payment, as fees for

services increase this will keep the City protected but keep the amount reasonable for customers

Public Works (New fees added)

- Fence Permit – No cost, however, this is required to build a permit in the City which will help to mitigate construction of fences out of compliance with ordinance.
- Pool Drain Permit – No cost, however, this is required to maintain compliance with the City's ordinance and so staff is aware of excessive drainage in areas.

Code Enforcement (change/additions)

- These fees were not previously listed in the Fee Schedule. These fees are charged for Code Enforcement services done in the City. Fees are based on actual staff costs and rental rates for equipment used. (Page 6 of the Fee Schedule)
- Abatement Fees, Inspection Costs and Water and Administrative Citation Costs have been moved to the Code Enforcement section from the Public Works section. Inspection Costs are listed in Public Works and Code Enforcement as inspections may be required while performing either service.

**Fiscal Impact:** Proposed establishment and adjustment of various City rates and fees will ensure that fees will cover costs for specific services, allowing the General Fund and Enterprise Funds to support critical overall operations.

**Prior Council/Board Actions:** Resolution 2019-13: June 11, 2019 City Council approved the 2019/20 Rate and Fee Schedule

**Attachments:**

DRAFT 2020/2021 City of Exeter Rate and Fee Schedule  
Resolution 2020-22

**Recommended motion to be made by Council/Board:** I move to adopt Resolution 2020-22 as presented.

**RESOLUTION 2020-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER  
APPROVING AND CONFIRMING IMPLEMENTATION OF THE 2020/21 RATE AND FEE  
SCHEDULE**

**WHEREAS**, the City's 2020/21 Rate and Fee Schedule summarizes rates and fees for the City of Exeter; and

**WHEREAS**, City Council has conducted a public hearing on June 9, 2020 to review recommended updates and changes to the Rate and Fee Schedule for 2020/21 to include cost recovery for specific City services; and

**WHEREAS**, said rates and fees will become effective July 1, 2020 (unless previously approved), except for Impact Fees which require a 60-day notice thus making the effective date for those fees August 9, 2020; and

**WHEREAS**, City Council has reviewed and approved these rates and fees as reimbursement of City costs for providing specific services; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Exeter approves and confirms implementation of the 2020/21 Rate and Fee Schedule.

PASSED, APPROVED, and ADOPTED this 9<sup>th</sup> day of June 2020 by the following vote:

AYES:

NOS:

ABSTAIN:

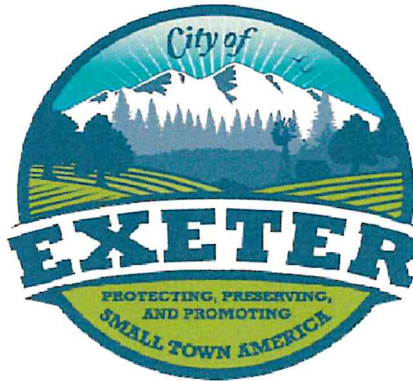
ABSENT:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK Shonna Oneal

**CITY OF EXETER  
RATE AND FEE SCHEDULE**



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**Adopted June 9, 2020**

Effective July 1, 2020, Impact Fees August 9, 2020

## CITY OF EXETER FEE SCHEDULE

### POLICE

PAGE 2

| <u>Fee Description</u>                 |  | <u>2020/2021</u> |
|----------------------------------------|--|------------------|
|                                        |  |                  |
| Bicycle License                        |  | \$ 5             |
| Clearance Letter                       |  | \$ 30            |
| Accident Report                        |  | \$ 25            |
| Crime Report                           |  | \$ 25            |
| Live Scan Fingerprints (plus DOJ fees) |  | \$ 25            |
| Photographs                            |  | \$ 25            |
| Vehicle Release                        |  | \$ 85            |
| DUI Vehicle Release                    |  | \$ 145           |
| Impound 30 Day - 14602.6 CVC           |  | \$ 145           |
| Repossession                           |  | \$ 15            |
| Non EPD Ticket Sign Off                |  | \$ 10            |
| Street Closure Request                 |  | \$ 50            |
|                                        |  |                  |

## CITY OF EXETER FEE SCHEDULE

### Administration and Finance

PAGE 3

| <u>Fee Description</u> |  | <u>2020/2021</u> |
|------------------------|--|------------------|
|                        |  |                  |

#### Business License Fees

|                                          |  |       |
|------------------------------------------|--|-------|
| Business License < \$30,000 gross income |  | \$ 60 |
| Business License > \$30,000 gross income |  | \$ 80 |
| Home Occupancy                           |  | \$ 30 |
| Application (one time per license)       |  | \$ 10 |
| Delinquent                               |  | 10%   |
| State Casp Fee (established by State)    |  | \$ 4  |
|                                          |  |       |

#### Other Fees

|                                |  |         |
|--------------------------------|--|---------|
| NSF Fee                        |  | \$ 25   |
| 8 1/2 x 11 Copies per page     |  | \$ 0.10 |
| Fireworks (plus \$100 deposit) |  | \$ 150  |
|                                |  |         |

**CITY OF EXETER  
FEE SCHEDULE**

**RECREATION AND COMMUNITY SERVICE FEES**

PAGE 4

| Fee Description                                                  |               | 2021/2022     |
|------------------------------------------------------------------|---------------|---------------|
| <b>Youth Programs</b>                                            |               |               |
|                                                                  | <b>Unit</b>   |               |
| Basketball                                                       | participant   | \$ 55         |
| Soccer                                                           | participant   | \$ 60         |
| Baseball/Softball                                                | participant   | \$ 55         |
| Babe Ruth                                                        | participant   | \$ 80         |
| Flag Football                                                    | participant   | \$ 50         |
| Volleyball                                                       | participant   | \$ 50         |
| <b>Adult Programs</b>                                            |               |               |
| Men's Softball                                                   | per team      | \$ 350        |
| <b>Special Events</b>                                            |               |               |
| Horseshoes                                                       | participant   | \$ 25         |
| 10k/2m Event                                                     | participant   | \$ 25         |
| <b>Animal Services</b>                                           |               |               |
| Dog License (altered)                                            | each          | \$ 10         |
| Dog License (unaltered)                                          | each          | \$ 25         |
| Other Services charged by City of Visalia Animal Control/Shelter |               |               |
| <b>Other Services</b>                                            |               |               |
| Yard Sale Permit                                                 | each          | \$ 10         |
| Weed Abatement                                                   | incident      | cost recovery |
| Graffiti Abatement                                               | location      | cost recovery |
| <b>Facility Fees</b>                                             |               |               |
| Lions Club Arbor                                                 | day           | \$ 30         |
| Wading Pool Arbor                                                | day           | \$ 30         |
| Brickhouse Arbor                                                 | day           | \$ 30         |
| Dobson Field                                                     |               |               |
| Tackle Football                                                  | day per field | \$ 20         |
| Soccer/Baseball/Softball                                         | day per field | \$ 50         |
| Lions Stadium                                                    | day           | \$ 75         |
| City Park Arbor                                                  | day           | \$ 75         |
| Special Events - City Park                                       | day           | \$ 150        |
| Field/Stadium Lights Fee                                         | hour          | \$ 15         |
| Alcohol Permit (w/ facility rental)                              | per event     | \$ 20         |
| - lesser of 20 individuals or 1/2 of group                       | per person    | \$ 2          |
| Amplifier Permit                                                 | per event     | \$ -          |

## CITY OF EXETER FEE SCHEDULE

### PUBLIC WORKS

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| <u>Fee Description</u>                                                       | <u>2019/2020</u>                                           | <u>2020/2021</u> |
|------------------------------------------------------------------------------|------------------------------------------------------------|------------------|
| Water Connection                                                             | \$ 330                                                     | \$ 337           |
| Water Capital - single family                                                | \$ 5,420                                                   | \$ 5,540         |
| Water Capital - multi-family                                                 | \$ 2,764                                                   | \$ 2,825         |
| Water Capital - mobile home                                                  | \$ 2,764                                                   | \$ 2,825         |
| Water Capital - comm/ind.                                                    | City Engineer calculates based on Equivalent Dwelling Unit |                  |
| Sewer Connection/Capital - single family                                     | \$ 763                                                     | \$ 780           |
| Sewer Connection/Capital - multi-family                                      | \$ 443                                                     | \$ 453           |
| Sewer Connection/Capital - mobile home                                       | \$ 443                                                     | \$ 453           |
| Sewer Connection/Capital - comm/ind.                                         | City Engineer calculates based on Equivalent Dwelling Unit |                  |
| Storm Drain Fee - acre                                                       | \$ 885                                                     | \$ 904           |
| State Permit Fee                                                             | \$ 90                                                      | \$ 90            |
| Encroachment Permit                                                          | \$ 75                                                      | \$ 125           |
| Annual Encroachment Permit                                                   | \$ 200                                                     | \$ 250           |
| Inspection Fee                                                               | \$ 50                                                      | \$ 100           |
| Broken Curb Stop Replacement Charge                                          | \$ 150                                                     | \$ 150           |
| Broken Lock Replacement Charge                                               | \$ 20                                                      | \$ 20            |
| Pull-meter Charge                                                            | \$ 50                                                      | \$ 50            |
| MTU Fee                                                                      | \$ 102                                                     | \$ 102           |
| Meters                                                                       |                                                            |                  |
| 5/8"                                                                         | \$ 144                                                     | \$ 144           |
| 3/4"                                                                         | \$ 208                                                     | \$ 208           |
| 1"                                                                           | \$ 330                                                     | \$ 330           |
| 1 1/2"                                                                       | \$ 545                                                     | \$ 545           |
| 2"                                                                           | \$ 699                                                     | \$ 699           |
| Construction Meter Deposit                                                   | \$ 700                                                     | \$ 700           |
| Pool Drain Permit                                                            |                                                            | \$ -             |
| Fence Permit                                                                 |                                                            | \$ -             |
| - Engineering News Record Construction Cost Index- 2020 of 2.2% (April 2020) |                                                            |                  |
|                                                                              |                                                            |                  |

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[illegible]

**CITY OF EXETER  
FEE SCHEDULE**

**PLANNING AND DEVELOPMENT**

PAGE 7

| Fee Description                                                                                                      | 2019/2020                           | 2020/2021        |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------|
|                                                                                                                      |                                     |                  |
| Tentative Subdivision Map                                                                                            | \$ 1,400                            | \$ 1,400         |
| Final Subdivision Map                                                                                                | \$ 3,800                            | \$ 3,800         |
| Site Plan Review (SPR)                                                                                               | \$ 850                              | \$ 850           |
| Site Plan Review with zone change                                                                                    | \$ 975                              | \$ 975           |
| General Plan Amendment                                                                                               | \$ 875                              | \$ 875           |
| General Plan Amendment - Complex                                                                                     | \$ 1,875                            | \$ 1,875         |
| Zoning Ordinance Amendment                                                                                           | \$ 975                              | \$ 975           |
| Appeal (SPR or Planning Commission Action)                                                                           | \$ 250                              | \$ 250           |
| Zone Variance                                                                                                        | \$ 650                              | \$ 650           |
| Conditional Use Permit                                                                                               | \$ 975                              | \$ 975           |
| Lot Line Adjustment                                                                                                  | \$ 550                              | \$ 550           |
| Minor Deviation                                                                                                      | \$ 80                               | \$ 85            |
| Tentative Parcel Map                                                                                                 | \$ 700                              | \$ 700           |
| Final Parcel Final                                                                                                   | \$ 1,850                            | \$ 1,850         |
| Annexation Application to City                                                                                       | \$ 1,350                            | \$ 1,350         |
| LAFCO Fee                                                                                                            | Actual                              | Actual           |
| Development Agreement                                                                                                | \$ 1,600                            | \$ 1,600         |
| Engineering Plan Check and Inspection                                                                                | 4% of Site Value                    | 4% of Site Value |
| Engineering Special Services                                                                                         | \$180 hr.                           | \$180 hr.        |
| Planning Special Services                                                                                            | \$80 hr.                            | \$85 hr.         |
|                                                                                                                      |                                     |                  |
| Impact Fees*                                                                                                         |                                     |                  |
| Landscape Median - single family                                                                                     | \$ 414                              | \$ 423           |
| Landscape Median - multi-family                                                                                      | \$ 295                              | \$ 302           |
| Landscape Median - mobile home                                                                                       | \$ 205                              | \$ 210           |
| Signal - single family                                                                                               | \$ 330                              | \$ 337           |
| Signal - multi-family                                                                                                | \$ 236                              | \$ 241           |
| Signal - mobile                                                                                                      | \$ 163                              | \$ 167           |
| Railroad Crossing - single family                                                                                    | \$ 172                              | \$ 176           |
| Railroad Crossing - multi-family                                                                                     | \$ 123                              | \$ 125           |
| Railroad Crossing - mobile home                                                                                      | \$ 85                               | \$ 87            |
| Bike Path - single family                                                                                            | \$ 35                               | \$ 35            |
| Bike Path - multi-family                                                                                             | \$ 24                               | \$ 25            |
| Bike Path - mobile home                                                                                              | \$ 17                               | \$ 17            |
| Public Facilities - single family                                                                                    | \$ 1,150                            | \$ 1,175         |
| Public Facilities - multi-family                                                                                     | \$ 383                              | \$ 392           |
| Public Facilities - mobile home                                                                                      | \$ 1,104                            | \$ 1,128         |
| Parks - single family                                                                                                | \$ 625                              | \$ 639           |
| Parks - multi-family                                                                                                 | \$ 530                              | \$ 542           |
| Parks - mobile home                                                                                                  | \$ 599                              | \$ 612           |
|                                                                                                                      |                                     |                  |
| Commercial Impact                                                                                                    | Engineer calculates based on E.D.U. |                  |
| Industrial Impact                                                                                                    | Engineer calculates based on E.D.U. |                  |
|                                                                                                                      |                                     |                  |
|                                                                                                                      |                                     |                  |
| - Engineering News Record Construction Cost Index- 2020 of 2.2% (April 2020)                                         |                                     |                  |
| * Some residential subdivisions have individual development agreements and may have different fees than shown above. |                                     |                  |
| E.D.U. = Equivalent Dwelling Unit                                                                                    |                                     |                  |
|                                                                                                                      |                                     |                  |
|                                                                                                                      |                                     |                  |

## CITY OF EXETER FEE SCHEDULE

### UTILITIES

PAGE 8

| <u>Fee Description</u>                      | <u>2020</u> | <u>2021</u> |
|---------------------------------------------|-------------|-------------|
|                                             |             | *           |
| Utility Late Fee                            | \$ 10       | \$ 10       |
| Utility Shutoff/Reconnect Fee               | \$ 35       | \$ 35       |
| Utility Shutoff/Reconnect Fee (after hours) | \$ 90       | \$ 90       |
|                                             |             |             |
| <b>Sewer Rates</b>                          |             |             |
| Base Rate (Residential)                     | \$ 26.06    | \$ 30.62    |
| Cost per 1 ccf (Commercial/Industrial)      | \$ 2.61     | \$ 3.06     |
|                                             |             |             |
| <b>Water Rates</b>                          |             |             |
| Base Rate per 1,500 cubic feet (15 ccf)     | \$ 27.78    | \$ 31.81    |
| Cost per 1 ccf above 15 ccf                 | \$ 1.74     | \$ 1.99     |
|                                             |             |             |
| <b>Refuse Rates</b>                         |             |             |
| Residential                                 | \$ 21.26    | \$ 21.26    |
| Residential Shared                          | \$ 19.62    | \$ 19.62    |
| Residential w/o Green Waste                 | \$ 20.52    | \$ 20.52    |
| Residential +1                              | \$ 7.88     | \$ 7.88     |
| <b>Commercial Rates</b>                     |             |             |
| 1 yd x 1                                    | \$ 48.00    | \$ 48.00    |
| 2 yd x 1                                    | \$ 79.60    | \$ 79.60    |
| 2 yd x 2                                    | \$ 129.30   | \$ 129.30   |
| 3 yd x 1                                    | \$ 101.50   | \$ 101.50   |
| 3 yd x 2                                    | \$ 165.60   | \$ 165.60   |
| 4 yd x 1                                    | \$ 135.00   | \$ 135.00   |
| 4 yd x 2                                    | \$ 249.00   | \$ 249.00   |
| 6 yd x 1                                    | \$ 169.50   | \$ 169.50   |
| 6 yd x 2                                    | \$ 329.00   | \$ 329.00   |
| <b>Commercial Recycling</b>                 |             |             |
| 2 yd x 1                                    | \$ 36.80    | \$ 36.80    |
| 2 yd x 2                                    | \$ 63.00    | \$ 63.00    |

## CITY OF EXETER FEE SCHEDULE

### UTILITIES

PAGE 8

| <u>Fee Description</u>                                                                    | <u>2020</u> | <u>2021</u> |
|-------------------------------------------------------------------------------------------|-------------|-------------|
| 3 yd x 1                                                                                  | \$ 135.00   | \$ 135.00   |
| 3 yd x 2                                                                                  | \$ 249.00   | \$ 249.00   |
| 6 yd x 1                                                                                  | \$ 169.50   | \$ 169.50   |
| 6 yd x 2                                                                                  | \$ 329.00   | \$ 329.00   |
| <b>Commercial Organics</b>                                                                |             |             |
| 96 gallon x 1                                                                             | \$ 18.40    | \$ 18.40    |
| 96 gallon x 2                                                                             | \$ 35.70    | \$ 35.70    |
| 96 gallon x 3                                                                             | \$ 52.00    | \$ 52.00    |
| 2 yd x 1                                                                                  | \$ 66.20    | \$ 66.20    |
| 2 yd x 2                                                                                  | \$ 110.30   | \$ 110.30   |
|                                                                                           |             |             |
| Mobile Home Park                                                                          | \$ 2,776.88 | \$ 2,776.88 |
| 2 units                                                                                   | \$ 41.09    | \$ 41.09    |
| 3 units                                                                                   | \$ 61.64    | \$ 61.64    |
| 4 units                                                                                   | \$ 82.19    | \$ 82.19    |
| Senior                                                                                    | \$ 19.98    | \$ 19.98    |
| Senior w/o Green Waste                                                                    | \$ 19.24    | \$ 19.24    |
| Senior + 1                                                                                | \$ 28.14    | \$ 28.14    |
| Refuse Shared                                                                             | \$ 50.43    | \$ 50.43    |
| Lid - Lock                                                                                | \$ 5.96     | \$ 5.96     |
|                                                                                           |             |             |
| <b>Deposit (1.5 month base rate rounded down)</b>                                         | \$ 138.18   | \$ 120.00   |
|                                                                                           |             |             |
| * Fees have already been approved by prior City Council action effective January 1, 2021. |             |             |
|                                                                                           |             |             |

## City of Exeter Agenda Item Transmittal

**Meeting Date:** June 9, 2020

**Agenda Item Number:** 15

**Wording for Agenda:** Discussion and consideration of City participation in the Tulare County Economic Development Corporation and provide direction to staff on whether or not to include this item in the upcoming budget.

**Submitting Department:** Administration  
**Contact Name:** Adam Ennis  
**Phone Number:** (559) 592-4539  
**Email:** adam@exetercityhall.com

**Department Recommendation:**

Staff recommends that the Council discuss and consider City participation in the Tulare County Economic Development Corporation and provide direction to staff on whether or not to include this item in the upcoming budget.

**Summary/Background:**

The City of Exeter has been a member of the Tulare County Economic Development Corporation (TCEDC) for many years. In recent years Tulare County and the incorporated cities within the county (Public Stakeholders) have been concerned with the costs and benefits of membership and performance of the TCEDC. In 2016/2017 the county and cities discussed that there needed to be some performance metrics and better communication if membership was to be continued by the public stakeholders. The Exeter City Council also considered their participation in the past as part of the budget preparation.

In response to the public stakeholder's concerns the TCEDC held a strategic planning session to discuss public stakeholder needs in August of 2018. The discussion identified that stakeholder differences throughout the county meant that individual needs also varied. The TCEDC committed to develop a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis for each City to better understand opportunities and issues with landing economic development prospects in each jurisdiction. In addition, the TCEDC was going to discuss expectations between each public stakeholder and the TCEDC to develop an agreement to further enhance prospect development. To date these items have not been developed by the TCEDC with the City of Exeter.

At their April meeting, the TCEDC Board was presented with a proposal to reduce the Board seats for Farmersville, Woodlake, Lindsay and Exeter to one Board seat for all three cities that would be rotated between the cities annually, although still expecting these cities to continue the same financial contribution. Apparently, this was proposed in effort to keep the County participating in the TCEDC. Most of the cities indicated that they were not supportive of the proposal, which was then put on hold. There was also some discussion regarding private sector partners, and their contributions, with the advisory committee raising the potential of privatizing the TCEDC. At the May TCEDC Board meeting three proposals for public partner contributions was presented. The approved option lowered most of the jurisdiction's contributions with the anticipation of private partners making up the remainder of the total TCEDC funding. The City

**For action by:**

☒ City Council

**Regular Session:**

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

**Review:**

**City Administrator  
(Initials Required)**



of Exeter's contribution would drop from about \$4,691 to \$2,500. The City of Exeter had been receiving a meeting room credit of \$2,750 off the previous contribution. It is not known how the meeting room credit would work, especially with meetings for the last several months being teleconference and if or when the meetings would return to in person or not.

In regards to actual development in the City, the TCEDC has sent out a few potential prospects and their needs to the cities, including Exeter. However, the prospects needs have not been able to be met within Exeter. It would be helpful if the TCEDC pursued prospects whose needs match what the cities in Tulare County have to offer. In addition, a SWOT analysis would be extremely helpful to identify shortcomings in Tulare County jurisdictions. Some prospect needs may be those provided by the municipality but some are often needs that could potentially be provided by the TCEDC private partners, such as utilities, real estate and private building development. TCEDC development of partnerships between the TCEDC members to meet prospect needs would be extremely helpful and could also benefit from SWOT analysis.

**Fiscal Impact:** The new contribution of \$2,500 would be included in the budget if the Council chose to continue membership or the \$2,500 would be a savings in the budget if the Council chose to not participate in the TCEDC.

**Prior Council/Board Actions:** Discussions regarding the TCEDC contribution being included previous budgets

**Attachments:** None

|                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Recommended motion to be made by Council/Board:</b> I move to direct staff on whether or not to continue membership in the TCEDC and include the contribution in the upcoming budget.</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|