



Proclamation

Railroad Safety Month

WHEREAS, the State of California is a leader in supporting safety programs at rail grade crossings; and

WHEREAS, during 2019 there were 236 trespassing casualties resulting in 141 deaths and 95 injuries in the State of California; and

WHEREAS, such crossing crashes are more severe than highway collisions and are more likely to result in death and injury; and

WHEREAS, many of these crashes could have been prevented by increased public awareness of the crossing dangers and the appropriate driving safety laws; and

WHEREAS, Operation Lifesaver is the foremost public information and education program dedicated to preventing grade crossing crashes; and

WHEREAS, for the month of September and reaffirmed all Septembers following, all citizens are encouraged to observe added caution when approaching grade crossings; and

WHEREAS, this important observance should lead to greater safety awareness and reduction in rail grade crossing collisions;

NOW, THEREFORE, BE IT RESOLVED that I, May Waterman-Philpot, Mayor of the City of Exeter do hereby proclaim September as "Railroad Safety Month" in the City of Exeter and encourage all citizens to participate in activities to reduce trespass casualties and crossing collisions.

Dated: August 25, 2020

Mary Waterman-Philpot
Mayor

EXETER CITY COUNCIL ACTION MINUTES
July 28, 2020

A closed session of the City Council, City of Exeter was held on Tuesday, July 28, 2020, at 6:30 p.m., in the Exeter City Council Chambers, 137 North F Street.

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

COUNCIL ABSENT: None

STAFF PRESENT: Adam Ennis, Julia Lew, Eekhong See

A. CALL TO ORDER CLOSED SESSION

Mayor Waterman-Philpot called the closed session to order at 6:33 p.m.

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS

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

There were no public comments presented.

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

Mayor Waterman-Philpot adjourned to closed session at 6:46 p.m.

1. 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, July 28, 2020, at 7:00 p.m., in the Exeter City Council Chambers, 137 North F Street.

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

COUNCIL ABSENT: None

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

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

Mayor Waterman-Philpot called the regular session to order at 7:00 p.m. City Attorney Julia Lew advised there were no reportable actions. There were no further actions reported.

E. PLEDGE OF ALLEGIANCE AND INVOCATION

The Pledge of Allegiance was given by Mayor Pro Tem Sally and an invocation was given by Pastor Larry Folkner.

F. SPECIAL PRESENTATIONS (if any): None

G. PUBLIC COMMENTS:

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

No public comments were presented.

ACTION MINUTES
EXETER CITY COUNCIL
Page 2, JULY 28, 2020

H. CONSENT CALENDAR:

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

1. Approve regular and special minutes of July 14, 2020 and July 22, 2020
2. Payment of the Bills
3. Payroll: July 10, 2020
4. Treasurer's Report: June 2020
5. Authorize the City Administrator to enter into a five-year purchase and service agreement sole sourced to Axon Enterprise, Inc. of Scottsdale, Arizona, for body worn cameras, associated equipment/software and digital data storage for a total sum of \$109,938.45.
6. Authorize the City Administrator to enter into a purchase agreement for two (2) 2020 Ford F-250 utility trucks with Monarch Ford of Exeter, CA utilizing cooperative purchase agreement pricing in the amount of \$76,942.04.
7. Award and authorize the City Administrator to sign a contract with SW Construction of Bakersfield, CA in the amount of \$21,901 to perform replacements of three water distribution system valves in the intersection of Palm and G Streets, and authorize a contingency amount of \$40,000 for potential needed water line replacement (Utilize existing appropriation from CIP # 105.461.080.009 for water line replacement and appropriation transfer of \$21,901 to #105.461.080.011 for water valve replacement).
8. Authorize the City Administrator to enter into a purchase agreement for office furnishings with Cal Bennetts Office Furnishing Planning and Design of Visalia, CA for up to \$19,000, appropriated from the General Fund, to enhance the health and safety at City Hall and Administration by meeting current orders and guidance for the reduction of contact exposure of COVID-19.
9. Authorize purchasing authority up to 10% of the construction contract (\$129,182) for contingency to the Public Works Director, contingent upon City Administrator approval, for potential change orders on the E. Palm Street Reconstruction Project.

I. INDIVIDUAL BUSINESS ITEMS

1. Adopt Resolution 2020-35 approving final ballot language, presenting the Ordinance that would be established by approval of the voters and authorization to consolidate the Revenue Measure with the November 2020 General Election subject to conforming changes as required by County Elections/Registrar of Voters; and consider authorizing the City Administrator to execute a contract with The Lew Edwards Group of Oakland, California for informational outreach services, at a cost of up to \$30,000, if the Council approves placement of the revenue measure on the November 2020 ballot – City Administrator Adam Ennis provided a PowerPoint highlighting the revenue measure and a proposed contract for informational outreach services with The Lew Edwards Group of Oakland, California for Council's review and consideration. Council posed questions and Mr. Ennis and City Attorney Julia Lew provided responses thereto. Following discussion, it was moved by Mayor Pro Tem Sally, seconded by Council Member Hails and unanimously carried to adopt Resolution 2020-35 as presented.
2. Disestablishment of the 2020 Proposed Revenue Measure Advisory Committee (PRMAC) - City Administrator Adam Ennis provided a report for Council's review and consideration. Following brief discussion, it was moved by Council Member Alves, seconded by Council Member Hails and unanimously carried to disestablish the 2020 Proposed Revenue Measure Advisory Committee.

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ACTION MINUTES
EXETER CITY COUNCIL
Page 3, JULY 28, 2020

3. **Review and consideration of Council representation on various Boards and Committees - City**
Administrator Adam Ennis provided a report for Council's review and consideration and highlighted the elimination of the Tulare County Economic Development Corporation (TCEDC) and the addition of the Tulare County Regional Transit Agency (TCRTA) board based on the City's withdrawal from TCEDC and the participation in the TCRTA. Following discussion, it was moved by Mayor Pro Tem Sally, seconded by Council Member Alves and unanimously carried to approve the following changes to the Boards and Committees assignments:

<u>Board/Committee</u>	<u>Representative</u>
Council of Cities	Alternate: Mary Waterman-Philpot
Tulare County Regional Transit Agency Board	Primary: Mary Waterman-Philpot Alternate: Dave Hails
San Joaquin Valley Air Pollution Control District	Primary: Dave Hails

J. CITY COUNCIL ITEMS OF INTEREST

Mayor Pro Tem Sally reported she attended the Exeter Chamber of Commerce meeting.

K. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

City Administrator Adam Ennis provided a brief update on ongoing City projects. Mr. Ennis also inquired about adjourning meeting to August 17, 2020.

Following brief discussion, it was moved by Council Member Hails, seconded by Council Member Alves and unanimously carried to adjourn meeting to August 17, 2020.

L. ADJOURN REGULAR MEETING

Mayor Waterman-Philpot adjourned the regular meeting at 7:33 p.m.

Shonna Oneal City Clerk

EXETER CITY COUNCIL ACTION MINUTES
August 18, 2020

A special meeting of the City Council, City of Exeter was held on Tuesday, August 18, 2020, at 6:00 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,

COUNCIL ABSENT: Dave Hails

STAFF PRESENT: Adam Ennis, Nancy Jenner, Shonna Oneal, Eekhong See

1. Call to Order Special Meeting

Mayor Waterman-Philpot called the Special Meeting to order at 6:00 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.

City Clerk Shonna Oneal noted a public comment was received from Landon Wilcox that was unrelated to the Special Meeting Agenda and would be read at the next regularly scheduled meeting. No further public comment was received.

3. Consideration of District A, B, and E City Council Member Appointments In-Lieu of Election, including the conducting of interviews of eligible electors for District E that have submitted letters of interest to serve –

City Clerk Shonna Oneal provided a report for Council's review and consideration. Following brief discussion, it was moved by Council Member Alves, seconded by Mayor Pro Tem Sally and unanimously carried 3-0 (Council Member Hails absent) to adopt Resolutions 2020-36 (appointing Dave Hails to District A) and 2020-37 (appointing Barbara Sally to District B) as presented. The Council posed questions to the only Eligible Elector for District E, Justin Mills, who submitted a letter of interest to serve after no qualified candidates filed for the seat in District E. Mr. Mills provided responses thereto. Following discussion, it was moved by Mayor Pro Tem Sally, seconded by Council Member Alves and unanimously carried 3-0 (Council Member Hails absent) to adopt Resolution 2020-38 (appointing Justin Mills to District E) as presented.

7. Adjourn Special Meeting

Mayor Waterman-Philpot adjourned the Special Meeting at 6:35 p.m.

Shonna Oneal City Clerk

ACS/XEROX FINANCIAL SYSTEM CITY OF EXETER
8/06/2020 15:43:54 Payments for Publication GL335R-V08.14 PAGE

Approved on 7/22/2020 for Payments Through 7/22/2020

Vendor Name	Description	Amount
CARD MEMBER SERVICES	@FY@ AIR PURIFIERS	7,675.65

** Final Totals... 7,675.65

Approved on 7/22/2020 for Payments Through 7/22/2020		
Vendor Name	Description	Amount
VALLEY EXPETEC	JULY LENOVO THINK PADS	2,409.30
Final Totals...		2,409.30

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Approved on 7/31/2020 for Payments Through 7/31/2020

Vendor Name	Description	Amount
AFLAC	JULY AFLAC PREMIUMS	3,292.22
AMERICAN BUSINESS MACHINES	CH-7/24/20-8/23/20 BASE	22.84
APWA	APWA RENEWAL 20/21	208.00
BASIC	JULY COBRA ADMIN FEE	30.00
C.L.E.A.	AUG 2020 LT DISABILITY	49.00
CALIFORNIA BUSINESS MACHINES	PW-6/22/20 TO 7/21/20	143.03
CHADS AUTO GLASS	19 TAHOE WINDSHIELD REPA	329.02
CITY OF EXETER	6/18/20-7/18/20 ASSESSME	2,037.09
DEPT OF TRANSPORTATION	@FY@ APR-JUN 2020 SIGNAL	539.63
DURKEE/ MARK	TRAINING-VEHICLE ENCOUN	125.00
EMD NETWORKING SERVICES, INC.	RACK CONFIG-LOWERY, DAVE	224.44
EXETER LIONS CLUB	@FY@ BB/SB SPONSOR REFUN	1,450.00
FM3 RESEARCH	COE ISSUES SURVEY	28,250.00
FOOTHILLS SUN-GAZETTE	PN-PLHA 7/8/20 SHE	969.38
FRONTIER CALIFORNIA INC.	5139/7-16/20 TO 8/15/20	741.69
FUSION CLOUD SERVICES LLC	0966/7-18/20-8/17/20	230.06
HAAKER EQUIP CO	PENDANT CTRL W/VA-VACTOR	1,102.37
HALL/ JOHN	TRAINING-VEHICLE ENCOUN	125.00
JIMS STEEL SUPPLY, LLC	3X3 SQUARE TUBE-PW FENCE	241.36
KRC SAFETY CO INC.	"JACOBS PL" SIGN	81.26
LEAF CAPITAL FUNDING LLC	CH-TA4002I KYOCERA 001	167.47
MCCORMICK KABOT JENNER & LEW	@FY@ JUNE LEGAL SERVICES	3,536.00
MOONLIGHT MAINTENANCE	JULY PD OFFICE CLEANING	1,797.00
MOORE TWINING ASSOCIATES, INC	HAA5 10 DAY/TTHM	2,382.00
OFFICE DEPOT	BINDER 6WH	85.94
PACIFIC CREST EQUINE	SA EXAM/VACCINATION-KING	111.02
PRINCIPAL LIFE INSURANCE CO.	AUG PREMIUMS-37 MEMBERS	4,457.18
PRUDENTIAL OVERALL SUPPLY	7/23/20 UNIFORM SERVICE	221.85
QUAD KNOFF ENGINEERING	@FY@ 200130 COMPLETE ST	16,547.95
ROMAN CATHOLIC BISHOP	7/24/20 ARROYO DONATION	18.00
SAN JOAQUIN VALLEY APCD	20/21 PERMIT-S BLMT RD	290.00
SIERRA SANITATION INC	STANDING SINK 7/21-8/18	94.78
SILVER & WRIGHT LLP	@FY@ MAY 221 SOUTH F	11,155.88
SOUTHERN CALIFORNIA EDISON	9109A/6-10/20 TO 7/13/20	11,158.41
SOUTHERN CALIFORNIA GAS CO.	0493/6-24/20-7/24/20	99.87
STANDARD INSURANCE CO.	AUG 2020 LIFE INSURANCE	2,110.57
TELSTAR INSTRUMENTS INC	INFLUENT PUMP 3, FAN KIT	1,517.00
TULARE COUNTY	@FY@ JUN PRINT-DELIQ/WTR	2,595.39
UNDERGROUND SERVICE ALERT OF	20 MBR FEE/19 TICKET FEE	497.82
UNIVAR SOLUTIONS USA INC	WELL 9 SOD HYPO 12.5% LI	1,108.16
USA BLUEBOOK	BLUE-WHITE ROLLER ASSEMB	707.20
VALLEY EXPETEC	AUG MONTHLY AGREEMENT	4,477.29
VALLEY GREEN LANDSCAPE	JULY CITY PARK MAINTENAN	9,660.00
VERDIN COMPANY/ THE	MOVEMENT RICEVITORE	881.64

Final Totals... 115,869.81

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Approved on 8/13/2020 for Payments Through 8/13/2020

Vendor Name	Description	Amount
STROHMAN ENTERPRISE INC	AIMPOINT P-1 3.5MOA	4,520.00
AAA QUALITY SERVICES	MAX EVEN PREP-WTR SHUTDO	663.21
ADVENTIST HEALTH TULARE	JULY 2020 LAB FEES	2,077.00
AMERICAN BUSINESS MACHINES	CH 735-8/13-9/12/20 BASE	5.12
ASPHALT MAINTENANCE CO OF CA	SLURRY SEAL & STRIPING	69,567.97
AT&T	JULY LIVESCAN	433.88
BEN-E-LECT INC.	SEPT CLAIMS-7/1-7/31/20	4,389.92
BUZZ KILL PEST CONTROL	JULY PEST CONTROL PD	163.00
CALIFORNIA BUSINESS MACHINES	ADMIN-8/8/20-9/7/20	110.00
CENTRAL CAL WATERWORKS, INC	AUG 2020 WWTP	6,233.33
CENTRAL VALLEY ASPHALT	HOT ASPHALT MIX 4"-VETMB	1,740.00
CENTRAL VALLEY SWEEPING LLC	JULY STREET SWEEPING	3,150.00
COLLINS & SCHOETTLER	JULY 2020 PLANNING	1,867.50
CRAIGS AUTO PARTS	PREM AW 32 HYD FL-MILLAN	66.14
CRWA	20/21 CRWA MEMBERSHIP	1,178.00
CSJVRMA	20/21 Q1 WORKERS COMP	146,493.00
CULLIGAN	JULY FIRE WATER SERVICE	181.00
DATAWORKS PLUS LLC	FY 20/21 IT MAINT AGREEM	2,160.00
DELTA LIQUID ENERGY, ARRO AUTO	7/15/20 ALDRIDGE PROPANE	240.97
ELITE CORPORATE MEDICAL SERV	MEDICAL CLINIC FEES-53	1,245.50
EMD NETWORKING SERVICES, INC.	JULY 2020 VOIP	1,237.69
EMPLOYMENT DEVELOPMENT DEPT	@FY@ APR-JUN 2020 UI BEN	6,156.00
EWING IRRIGATION PRODUCTS INC	IRRITROL PVC VALVE-GLENV	1,211.56
EXETER IRRIGATION & SUPPLY	FVC AG VENT AIR/VAC RELI	129.53
EXETER MOTORS, INC.	ROTOR ASY/INSULATOR-STOC	2,015.81
FERGUSON ENTERPRISES INC	1X100 K SOFT COP TUBE	6,259.05
FIRST RESPONSE METERING LLC	@FY@ JUNE METER SERVICE	2,891.32
FOOTHILLS SUN-GAZETTE	PN VISALIA RD IMPROVEMEN	2,246.26
FREEDOM TOWING	2010 FORD F250 TOWING	250.00
FRESNO OXYGEN	STD LRG FOWS CYLS	102.74
FRONTIER CALIFORNIA INC.	5714/8-4/20 TO 9/3/20	83.41
GAR BENNETT LLC	LIFELINE/SATELLITE/GLY S	1,869.46
GOPHER GETTER	JULY GOPHER SERVICE	450.00
GOVERNMENT REVENUE SOLUTIONS	STAR SALES TAX-1ST QTR	594.14
HAMPTON/ JUSTIN	CLASS-TPD RIFLE CERT COU	30.00
HIGH SIERRA LUMBER CO.	3/4X4X8 CDX/RATCHET TIE	243.53
INTELLISITE LLC	NETCLOUD-9/30/20-9/29/21	720.00
JACK GRIGGS INC	@FY@ JUNE 2020 GAS	10,887.67
KELLY-MOORE PAINT COMPANY, INC	GRAY PAINT-VISAL RD FENC	445.99
KIMBALL-MIDWEST	CUTTER/TOWEL	400.39
LAWRENCE TRACTOR CO	FUEL PUMP	17.44
LEAF CAPITAL FUNDING LLC	PW-TA2552CI KYOCERA 002	103.93
LEHIGH HANSON, CO.	1" PUMP-SIDEWALK REPAIR	682.82
LIEBERT CASSIDY WHITMORE	20/21 ERC MEMBERSHIP	2,445.00
LYLES UTILITY CONSTRUCTION LLC	@FY@ WATER VALVE REPLACE	100,376.05
MID VALLEY DISPOSAL, LLC	JULY MID VALLEY	83,648.67
MOORE TWINING ASSOCIATES, INC	GM-WWTF GW MONITORING	2,100.00
OFFICE DEPOT	PRO USB 128GB	506.48

Approved on 8/13/2020 for Payments Through 8/13/2020

Vendor Name	Description	Amount
PRUDENTIAL OVERALL SUPPLY	GLOVES/WIPES/SANITIZER	1,156.58
SELF-HELP ENTERPRISES	JUL LOAN & GRANT-ANDRADE	69,012.00
SIMMONS TIRE SERVICE	02 F350-GOODYEAR TIRE	1,146.21
SIRCHIE ACQUISITION CO, LLC	EVIDENCE RIFLE BOX	161.75
SOUTHERN CALIFORNIA EDISON	9240C/6-24/20 TO 7/27/20	34,991.00
SOUTHERN CALIFORNIA GAS CO.	7144/7-1/20 TO 8/1/20	50.44
SUNBELT RENTALS, INC.	DIAMOND BLADE-SHOP	336.33
TELSTAR INSTRUMENTS INC	INFLUENT FLOW MTR CALIBR	1,127.00
TF TIRE AND SERVICE	16 F550-FLAT REPAIR	35.00
THE LEW EDWARDS GROUP	BALLOT MEASURE CONSULTIN	9,950.00
TRANSUNION RISK & ALTERNATIVE	JULY PERSON SEARCH	50.00
TULARE COUNTY FIRE DEPT.	@FY@ 19/20 FIRE SERVICES	66,066.61
UNITED RENTALS	METAL BLADE QTY 3	27.25
UNIVAR SOLUTIONS USA INC	WELL 13 SOD HYPO 12.5%	467.30
VAST NETWORKS	AUG 2020 COMPUTER	1,000.00
VOLLMER EXCAVATION, L.P.	TRANSFER LOAD OF BASE	455.24
Final Totals...		660,623.19

Approved on 8/18/2020 for Payments Through 8/18/2020

Vendor Name	Description	Amount
CARD MEMBER SERVICES	THERMO PLAQUE	4,919.02
Final Totals...		4,919.02

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PAYROLL.....S BI-WEEKLY RUN-07/22/2020 09.55.26 PAGE 1
 CHECK FORM..CHEK CHECK REGISTER PR311R-V14.09 Paymate

PERIOD 2 DATING 7/06/2020- 7/19/2020 CHECK DATE 7/24/2020
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1078	63.69	CA STATE DISBURSEMENT UN 2		1 VENDOR CHECK
1079	50.00	TULARE CO SHERIFF'S OFFI 9		1 VENDOR CHECK
1080	579.22	SANCHEZ/CESILIA	307	1
1081	2,696.88	PHELPS/KEVIN M	429	1
1082	140.38	ROMERO/JOSE	428	1

TOTALS FOR CHECK FORM: CHEK

NEGOTIABLE CHECKS		COUNTS
3,416.48	*EMPLOYEE CHECKS	3
113.69	*VENDOR CHECKS	2
0.00	*BANK CHECKS	0
3,530.17	**TOTAL NEGOTIABLE CHECKS	5

OTHER CHECKS

0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0

3,530.17 **TOTAL FOR CHECK FORM

NON-NEGOTIABLE CHECKS

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

PAYROLL.....S BI-WEEKLY RUN-07/22/2020 09.55.26 PAGE 2
CHECK FORM..STUB CHECK REGISTER PR311R-V14.09 Paymate

PERIOD 2 DATING 7/06/2020- 7/19/2020 CHECK DATE 7/24/2020
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
48052	198.00	CLOCEA	4	1 VENDOR STUB ONLY
48053	780.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
48054	235.35	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
48055	747.01	BRITO/ELISHA	403	1 STUB ONLY
48056	4,423.49	ENNIS/ADAM	206	1 STUB ONLY
48057	2,478.71	ONEAL/SHONNA N	203	1 STUB ONLY
48058	1,323.68	HERNANDEZ/XOCHITL	306	1 STUB ONLY
48059	1,383.26	IBARRA/MARLENE	302	1 STUB ONLY
48060	3,300.23	TAVAREZ/CHRISTOPHER	309	1 STUB ONLY
48061	1,999.39	SEE/EEKHONG	304	1 STUB ONLY
48062	140.38	CANALES/MICHAEL W	430	1 STUB ONLY
48063	1,201.66	CARRETERO/VANESSA	402	1 STUB ONLY
48064	2,120.70	CORREA/GABRIEL JR	436	1 STUB ONLY
48065	1,254.10	CULLUM/TRENT	444	1 STUB ONLY
48066	2,383.19	DURKEE/MARK	404	1 STUB ONLY
48067	1,826.21	ECHEVARRIA/TYLER J	443	1 STUB ONLY
48068	2,471.91	FERNANDEZ/CESAR	434	1 STUB ONLY
48069	2,691.96	FRICK/JOCELYNN LEANN	433	1 STUB ONLY
48070	2,092.55	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
48071	1,580.28	GUZMAN/TIMOTHY CHARLES	410	1 STUB ONLY
48072	3,356.38	HALL/JOHN T	406	1 STUB ONLY
48073	1,608.55	HAMPTON/JUSTIN	446	1 STUB ONLY
48074	2,250.29	INGLEHART/BRETT A	411	1 STUB ONLY
48075	1,815.14	KNOX/MARK	442	1 STUB ONLY
48076	1,438.50	SALINAS/ALEXANDER	419	1 STUB ONLY
48077	1,756.35	WALKER/PAUL	425	1 STUB ONLY
48078	2,410.04	YARBER/ISABEL	422	1 STUB ONLY
48079	1,149.68	ALDRIDGE/GARY	618	1 STUB ONLY
48080	1,394.72	ARROYO/MARIE	623	1 STUB ONLY
48081	1,840.12	ESPINOLA/DANIEL M	602	1 STUB ONLY
48082	1,469.13	HUGGINS/KYLE AARON	621	1 STUB ONLY
48083	2,491.28	QUALLS/DAYMON	607	1 STUB ONLY
48084	1,427.22	RAMIREZ/JUAN	608	1 STUB ONLY
48085	355.59	WENDT/EDDIE	626	1 STUB ONLY
48086	1,257.33	CARTER/AMY JO	502	1 STUB ONLY
48087	878.44	WACHTER/LINDA S	517	1 STUB ONLY
48088	1,251.55	MILLAN/MARCUS	622	1 STUB ONLY
48089	908.11	MILLER/JAMES	624	1 STUB ONLY
48090	1,115.01	MIRWALD/PHILIP	625	1 STUB ONLY
48091	1,180.57	QUIROZ/PATRICK P	512	1 STUB ONLY
48092	1,636.59	HAYES/CURTIS W	437	1 STUB ONLY

PERIOD 1 DATING 7/20/2020- 8/02/2020 CHECK DATE 8/07/2020
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1083	63.69	CA STATE DISBURSEMENT UN	2	1 VENDOR CHECK
1084	50.00	TULARE CO SHERIFF'S OFFI	9	1 VENDOR CHECK
1085	621.72	SANCHEZ/CESILIA	307	1
1086	1,790.81	PHELPS/KEVIN M	429	1

TOTALS FOR CHECK FORM: CHEK			
NEGOTIABLE CHECKS			COUNTS
2,412.53	*EMPLOYEE CHECKS		2
113.69	*VENDOR CHECKS		2
0.00	*BANK CHECKS		0
2,526.22	**TOTAL NEGOTIABLE CHECKS		4
OTHER CHECKS			
0.00	*MANUAL CHECKS		0
0.00	*CANCELLED CHECKS		0
2,526.22	**TOTAL FOR CHECK FORM		
NON-NEGOTIABLE CHECKS			
0.00	*DIRECT DEPOSIT STUBS		0
0.00	*VENDOR DIR DEP STUBS		0

PAYROLL.....S BI-WEEKLY RUN-08/06/2020 12.46.00 PAGE 2
CHECK FORM..STUB CHECK REGISTER PR311R-V14.09 Paymate

PERIOD 1 DATING 7/20/2020- 8/02/2020 CHECK DATE 8/07/2020
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
48093	180.00	CLOCEA	4	1 VENDOR STUB ONLY
48094	780.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
48095	235.35	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
48096	52.62	BRITO/ELISHA	403	1 STUB ONLY
48097	4,427.10	ENNIS/ADAM	206	1 STUB ONLY
48098	2,478.71	ONEAL/SHONNA N	203	1 STUB ONLY
48099	1,323.68	HERNANDEZ/XOCHITL	306	1 STUB ONLY
48100	1,383.26	IBARRA/MARLENE	302	1 STUB ONLY
48101	3,302.49	TAVAREZ/CHRISTOPHER	309	1 STUB ONLY
48102	1,999.39	SEE/EEKHONG	304	1 STUB ONLY
48103	1,196.41	CARRETERO/VANESSA	402	1 STUB ONLY
48104	2,971.56	CORREA/GABRIEL JR	436	1 STUB ONLY
48105	1,320.94	CULLUM/TRENT	444	1 STUB ONLY
48106	0.00	CULLUM/TRENT	444	2 STUB ONLY
48107	2,383.19	DURKEE/MARK	404	1 STUB ONLY
48108	1,606.61	ECHEVARRIA/TYLER J	443	1 STUB ONLY
48109	2,442.52	FERNANDEZ/CESAR	434	1 STUB ONLY
48110	2,520.68	FRICK/JOCELYNN LEANN	433	1 STUB ONLY
48111	2,133.89	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
48112	1,354.92	GUZMAN/TIMOTHY CHARLES	410	1 STUB ONLY
48113	3,356.38	HALL/JOHN T	406	1 STUB ONLY
48114	1,153.00	HAMPTON/JUSTIN	446	1 STUB ONLY
48115	2,516.76	INGLEHART/BRETT A	411	1 STUB ONLY
48116	1,831.10	KNOX/MARK	442	1 STUB ONLY
48117	1,469.13	SALINAS/ALEXANDER	419	1 STUB ONLY
48118	1,751.10	WALKER/PAUL	425	1 STUB ONLY
48119	2,404.79	YARBER/ISABEL	422	1 STUB ONLY
48120	993.28	ALDRIDGE/GARY	618	1 STUB ONLY
48121	1,389.47	ARROYO/MARIE	623	1 STUB ONLY
48122	823.83	BRASSFIELD/TRAVIS	619	1 STUB ONLY
48123	1,839.43	ESPINOLA/DANIEL M	602	1 STUB ONLY
48124	1,469.13	HUGGINS/KYLE AARON	621	1 STUB ONLY
48125	2,832.97	QUALLS/DAYMON	607	1 STUB ONLY
48126	1,580.28	RAMIREZ/JUAN	608	1 STUB ONLY
48127	711.17	WENDT/EDDIE	626	1 STUB ONLY
48128	1,235.15	CARTER/AMY JO	502	1 STUB ONLY
48129	1,222.57	MILLAN/MARCUS	622	1 STUB ONLY
48130	1,198.45	MILLER/JAMES	624	1 STUB ONLY
48131	764.54	MIRWALD/PHILIP	625	1 STUB ONLY
48132	1,179.07	QUIROZ/PATRICK P	512	1 STUB ONLY
48133	1,704.21	HAYES/CURTIS W	437	1 STUB ONLY

City of Exeter Agenda Item Transmittal

Meeting Date: August 25, 2020

Agenda Item Number: H4

Wording for Agenda: Appropriate an additional \$9,959.58 from the General Fund to cover approved Change Order No. 001, which will be reimbursed from the Highway Safety Improvement Program (HSIP) and authorize the City Engineer to sign the Notice of Completion and the City Clerk to file the notice with the Tulare County Recorder's Office for the City's Highway Safety Improvement Program (HSIP) Contract With Asphalt Maintenance Company of California (AMCC).

Submitting Department: Public Works
Contact Name: Daymon Qualls
Phone Number: 559.592.3318
Email: dqualls@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

Staff recommends that Council appropriate an additional \$9,959.58 from the General Fund to cover approved Change Order No. 001, which will be reimbursed from the Highway Safety Improvement Program (HSIP) and authorize the City Engineer to sign the Notice of Completion and the City Clerk to file the notice with the Tulare County Recorder's Office for the City's Highway Safety Improvement Program (HSIP) Contract With Asphalt Maintenance Company of California (AMCC).

Summary/Background:

At its regularly scheduled meeting on May 19, 2020, the Council awarded the construction contract to Asphalt Maintenance Company of California (AMCC) in the amount of \$63,267.32 to provide construction services for completion of the City's HSIP Project HSIPL5195(015).

On June 29, 2020, AMCC proceeded with installation of Type II slurry seal on Rocky Hill Drive and San Juan Ave. Subcontractor KRC Safety performed temporary traffic control to facilitate safe execution of the work. Subcontractor T&T Pavement Marking; followed the slurry seal installation with pavement markings and red paint at various curb locations.

The work for this contract was completed by AMCC on July 16, 2020 in accordance with the design documents of the work remaining subsequent to termination for convenience of the previous contract with JT2 Incorporated (Todd Company),.

Description of Change Order No. 001:

Item	Description	Amount
1.	Reference: Bid Item 3, Type II Slurry Seal	
	Caltrans specifications require a renegotiation of unit prices whenever installed quantities exceed 125% of the bid item quantity. In bid item	
		(\$15,890.32)

	3, the bid quantity was 2,588 SF. The installed quantity was 9,157.6 SF. - Delete BI 3 quantity of 2,588 SF @ \$6.14/SF = (\$15,890.32) - Add BI 3 quantity of 9,157.6SF @ \$2.82/SF = \$25,824.43	\$25,824.43
2.	Reference Bid Item 4, Red Paint Striping Bid Item Quantity = 938 LF; Actual Installed Quantity = 947 LF; change in Quantity = 9 LF; 9 LF x \$2.83/LF = \$25.47	\$25.47

CHANGE ORDER TOTALS: \$9,959.58

Original Bid Amount: \$63,267.32
Change Order 1: \$9,959.58
Final Contract Total: \$73,229.44.

The above referenced change order was necessary due to an increase of quantities on Bid Item 3, Slurry Seal. In the estimate of quantities, staff estimated the area to cover the existing pavement markings and crosswalk lines. Upon reexamination of the site during construction, months afterward, it was apparent that for a proper attachment of the thermoplastic pavement markings the areas between the crosswalk lines and pavement markings should be slurry sealed, since the new markings would not directly overlay the old markings. In addition, there were some blacked-over pavement markings from earlier striping operations that were showing through the blacking that needed to be covered as well. As a result, the areas of coverage were increased.

Since the Caltrans specifications call for a renegotiation of unit prices for bid items that exceed 125% of the bid quantity, staff renegotiated with Asphalt Maintenance to lower the unit price from \$6.14 /SF to \$2.82/SF. With the added area and the lower unit cost, the total cost for the bid item increased by nominally \$9935. The total project costs, however, are still within the contingencies of the project.

With the work now being complete, the Notice of Completion (Attachment 1) for the completed contract work needs to be recorded with the County Clerk Recorder's office. The final retention payment will be made after the 35-day waiting period subsequent to the recording of the project notice of completion.

Fiscal Impact: This project is being completely funded with HSIP funds and toll credits. Toll credits are being used in lieu of the local match dollars.

Prior Council/Board Actions:

March 14, 2017 - Council awarded the construction contract to JT2 Incorporated (Todd Company) in the amount of \$312,696.24.

April 9, 2019 – Council approved construction contract change orders for the City's Highway Safety Improvement Program (HSIP) Project and appropriated \$19, 941.81 from the streets capital expenditure account 104.431.071.003 for FY 18/19 to fund change orders for this portion of work.

October 22, 2019 – Council authorized a termination for convenience of the City's Highway Safety Improvement Program (HSIP) Contract With JT2 Incorporated (dba Todd Companies), authorized change order 4 (revised), and authorized the City Engineer to sign the Notice of Completion and the City Clerk to file the notice with the County Clerk's Office for this contract.

May 19, 2020 – Council awarded and authorized 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 approved an appropriation of \$65,000. from the Transportation fund (113) for this contract.

Attachments: Notice of Completion

Recommended motion options to be made by Council/Board: I move to:

1. Appropriate an additional \$9,959.58 from the General Fund to cover approved Change Order No. 001, which will be reimbursed from the Highway Safety Improvement Program (HSIP), for the City's Highway Safety Improvement Program (HSIP) Contract completed by Asphalt Maintenance Company of California (AMCC), and

2. Authorize the City Engineer to sign the Notice of Completion and the city Clerk to file the notice with the County Clerk's Office.

RECORDING REQUESTED
AND RETURN TO:

City of Exeter
P.O. Box 237
Exeter, CA 93221
FREE RECORDING: Govt. Code 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the City of Exeter, California, a Municipal Corporation, whose address is 137 North "F" Street, Exeter, California, is the owner of the real property, public works or structure hereinafter described.

2. That on the 16th day of July, 2020, a work of improvement on real property hereinafter described was completed pursuant to a contract to which Division 2, Part 3, Chapter 1, Article 4, of the Public Contract Code applies.

3. That the name of the contractor who performed said work of improvement pursuant to such contract with the City of Exeter is Asphalt Maintenance Company of California, whose address is 1641 E. Tulare Ave, Visalia, CA 93292, and that Travelers Casualty and Surety Company of America is the surety on said contract.

4. That the real property or public work or structure is described as follows:

Completion of Exeter HSIP Project HSIPL 5195(015)

Exeter, CA 93221

5. That the Nature of the owner's interest or estate is: In Fee

6. That on August 25, 2020, at a regular meeting of the Council, the City Council of the City of Exeter authorized the filing of the Notice of Completion.

Dated: _____,

City of: Exeter

A Municipal Corporation

By: _____

Lisa Wallis-Dutra, City Engineer

STATE OF CALIFORNIA)

)ss

COUNTY OF TULARE)

The undersigned being duly sworn says: That she is the City Engineer of the City of Exeter, a Municipal Corporation, and gives notice for and on behalf of said Municipal Corporation, that she has read the foregoing notice and knows the contents thereof, and the same is true of her own knowledge.

By: _____

Lisa Wallis-Dutra, City Engineer

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)ss

COUNTY OF TULARE)

Subscribed and sworn (or affirmed) to before me on this _____ day of _____, _____,
by Lisa Wallis-Dutra, who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before
me.

Notary Public in and for the County of Tulare, State of California

Commission Expiration Date

Attached to Notice of Completion for Exeter Municipal Project:

Completion of Exeter HSIP Project HSIPL5195(015)

(Insert name of project on line above)

City of Exeter Agenda Item Transmittal

Meeting Date: August 25, 2020

Agenda Item Number:

H5

Wording for Agenda: Authorize the City Administrator to annually provide a letter of authorization to the Tulare County Environmental Health Department for inclusion in the regional annual grant application through the Department of Resources Recycling and Recovery (CalRecycle) on behalf of the City of Exeter to help continue funding the county wide Household Hazardous Waste and Used Oil collection.

Submitting Department: Administration

Contact Name: Adam Ennis

Phone Number: (559) 592-4539

Email: adam@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

Staff recommends that the Council authorize the City Administrator to annually provide the requested letter of authorization to the County for the annual grant application.

Summary/Background:

The Tulare County Environmental Health Department (County) annually applies for a regional grant through the Department of Resources Recycling and Recovery (CalRecycle) on behalf of the County of Tulare and the incorporated cities. This annual grant has helped fund county wide Household Hazardous Waste and Used Oil collection for the past seventeen years.

In order to submit the regional grant application, the County must submit a letter of authorization signed by the Manager or Administrator of each incorporated city. The letter serves only to authorize inclusion of each city in the grant applications and does not involve any additional obligations on the cities' parts. The authorization letter is required to be submitted to CalRecycle along with the regional application.

The grant will continue to help fund existing County regional programs for the collection of household hazardous waste and used oil throughout Tulare County.

Fiscal Impact: None

Prior Council/Board Actions: In July of 2019 the Council authorized the City Administrator to submit the letter of authorization for last year's grant application.

Attachments: None

Recommended motion options to be made by Council/Board: I move to authorize the City Administrator to annually provide a letter of authorization to the Tulare County Environmental Health Department for inclusion in the regional annual grant application through the Department of Resources Recycling and Recovery (CalRecycle) on behalf of the City of Exeter to help continue funding the county wide Household Hazardous Waste and Used Oil collection.

City of Exeter Agenda Item Transmittal

Meeting Date: August 25, 2020

Agenda Item Number: 11

Wording for Agenda: Authorize the City Administrator to enter into a 5-year License Agreement with the County of Tulare for the installation of an Official Ballot Drop Box at City Hall, at no cost to the City, subject to minor conforming or clarifying changes as acceptable to the City Attorney.

Submitting Department: City Administration
Contact Name: Adam Ennis, City Administrator
 Shonna Oneal, City Clerk
Phone Number: 559-592-9244
Email: soneal@exetercityhall.com

For action by:
☒ City Council

Regular Session:
☐ Consent Calendar
☒ Regular Item
☐ Public Hearing

Review:

**City Administrator
(Initials Required)**

[Signature]

Department Recommendation:

Staff recommends that City Council consider entering into an agreement with County of Tulare (hereinafter referred to as the County) for installation of an Official Ballot Drop Box at City Hall.

Summary/Background:

The County, a political subdivision of the State of California, through its Registrar of Voters, contacted the City to propose an Official Ballot Drop Box be installed at City Hall. The County was seeking a location that is in a high traffic area in the City of Exeter. A fixed Official Ballot Drop Box would be open for ballot collection, which would allow voters greater flexibility and convenience for submitting their ballots during an election period. The proposed Official Ballot Drop Box would require a 1ft x 1ft concrete foundation that the box would be securely fastened to by anchor bolts.

A similar Voter's Ballot Box is located at the Tulare County Rose Garden and is reflected below:



Outside Dimensions: (inches)	12" x 12" x 38" high
Anti-tamper chute dimensions: (inches)	6.5" x .5"
Capacity:	250+ Ballots
Material Type:	Brushed Stainless Steel
Part ID:	3107

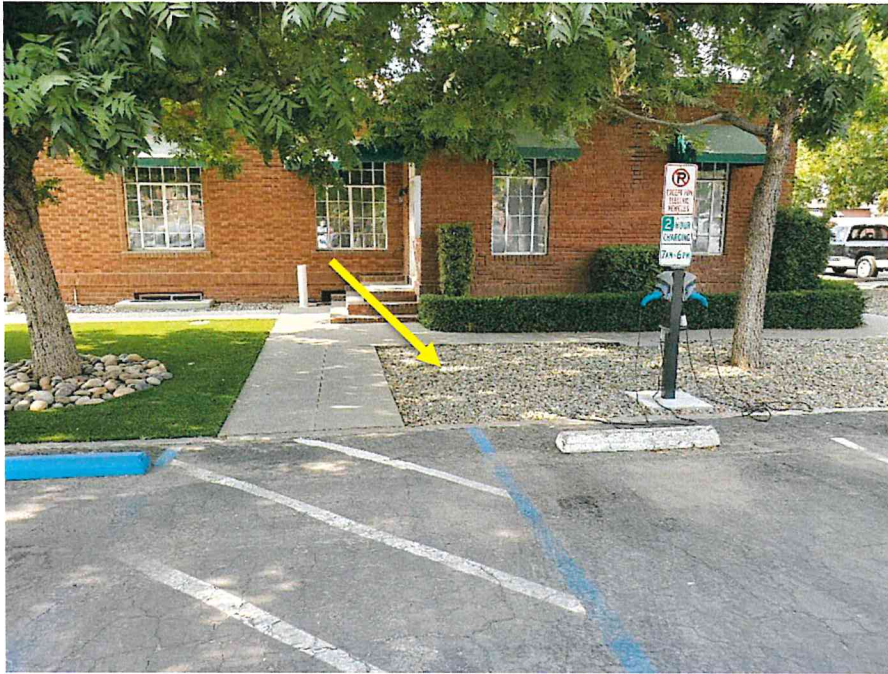
Installed box at the Auditor's office rose garden in Visalia.



The Official Ballot Drop Box would be open 24 hours per day for 30 days prior to an election. Pursuant to Elections Code §20136, the ballots will be collected at least every 96 hours, excluding Saturdays and Sundays, after the 10th day prior to the election through the closing of the polls on Election Day. When the Official Ballot Drop Box is not in use, a closed sign would be installed on the chute to prevent items from being inserted into the box.

There are two potential locations available at City Hall for placement of the Official Ballot Drop Box. Unfortunately, a drive-thru option is not available, but the potential options would provide ADA access near a parking lot and under/near shade trees. The proposed locations for placement are reflected below and would be provided to the County for consideration:

Option 1:



Option 2:



Pursuant to the terms of the proposed License Agreement, the City would grant the County a licensed area to install the Official Ballot Drop Box. The County will be responsible for the maintenance and ultimate removal and restoration of the site once the License Agreement is terminated. The term is for a five (5) year period, but either party has the right to terminate the agreement with the attempt of providing ninety (90) days written notice of the termination date. The City would provide the site at no cost to the County because of the benefit it provides to the members of the community.

Financial Impact: None. Pursuant to the terms of the proposed agreement, the County will be responsible for the installation, maintenance and removal of the Official Ballot Drop Box.

Prior Council/Board Actions: None

Attachments: Proposed License Agreement

Recommended motion options to be made by Council/Board: I move to authorize the City Administrator to enter into a 5-year License Agreement with the County of Tulare for the installation of an Official Ballot Drop Box at City Hall at one of the locations as discussed subject to minor conforming or clarifying changes as acceptable to the City Attorney.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into September 1, 2020 ("**Effective Date**"), by and between [CITY OF EXETER], (hereinafter referred to as "**Licensors**") and the COUNTY OF TULARE, a political subdivision of the State of California, through its REGISTRAR OF VOTERS (hereinafter referred to as "**County**"), without regard to number and gender. County and Licensors may sometimes hereinafter be referred to individually as "**Party**" or jointly as "**Parties**."

1. **LICENSE AREA.** Licensors grants to County, and its agents and contractors, the right to access and use a portion of that/those certain property(ies), described on Exhibit A (hereinafter referred to as the "License Area(s)"), which exhibit is attached hereto and by reference made a part hereof, together with nonexclusive, in common use of driveways for vehicle ingress and egress, pedestrian walkways, other facilities, and common areas appurtenant to the License Area. Licensors represents and warrants that the License Area is free and clear of easements, including utility easements that would impede the County's use of the License Area, as set forth below. The Parties agree that the License Area may be modified by mutual agreement pursuant to the terms herein.
2. **COUNTY AND PUBLIC USE.**
 - a. County's use of the License Area shall be limited to installing, operating, and maintaining an Official Ballot Drop Box on the License Area. County shall not use the License Area or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.
 - b. The Parties further acknowledge and agree that the County's use of the License Area is for the operation of an Official Ballot Drop Box consistent with the California Voter's Choice Act. Licensors grants to voters, and other County invitees, the right of access to the License Area, described in Clause 1 (License Area), above, for purposes consistent with the conduct of, and participation in, an election. Licensors acknowledges that the Official Ballot Drop Box shall be open 24 hours a day for the 30 days prior to an election ("Election Period"). County shall endeavor to notify Licensors with an election schedule no later than 30 days before the Election Period pursuant to Clause 27 (NOTICES).
 - c. Consistent with the uses outlined in this Clause 2, Licensors shall notify the County within 24 hours of any change to the License Area or surrounding property that would make the Official Ballot Drop Box inaccessible during the Election Period and frustrate the intent of this License.

3. **PARKING.** Licensors, throughout the Term, as set forth below, shall provide County, and its invitees, with the nonexclusive use of parking spaces. The location and any rules or instructions for use of these parking spaces shall be determined by the Licensors and provided to the County no later than the commencement of the first Election Period after the Effective Date.

In addition to said parking spaces, Licensors shall also provide parking for disabled persons ("ADA Spaces") in accordance with the Americans with Disabilities Act, the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the License Area is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

4. **TERM.** This license shall commence on the Effective Date written above and shall continue in effect for five (5) years ("**Term**") or as otherwise terminated in accordance with Clause 5 (TERMINATION) of this License.
5. **TERMINATION.** This License shall be revocable by either Party at any time; however, as a courtesy, the terminating Party will attempt to give ninety (90) days written notice to the other Party prior to the termination date. In the event the County modifies the License Area pursuant to Section 19 (Amendments) – for example, by removing property or properties from the License Area – said modification shall not terminate the License for the remaining property or properties that comprise the License Area.
6. **LICENSE FEE.** In consideration for the valuable public services provided to the citizens of the County of Tulare performed by County consistent with Clause 2 (USE) above and pursuant to this License, the license fee shall be waived for County's use of the Licensed Area.
7. **UTILITIES, MAINTENANCE, AND JANITORIAL SERVICES.** Licensors shall be responsible for all janitorial, maintenance and repairs outside of the License Area, (including but not limited to: fire alarm, fire extinguisher, HVAC system, elevator maintenance, landscaping, pest control, and trash) unless such maintenance and repairs arise out of County's negligence or intentional acts not in accordance with the uses permitted herein, per Clause 2 (USE), above and not including normal wear and tear.
8. **ALTERATIONS.** County may make improvements and changes, at the County's expense, in and to the License Area as deemed necessary or appropriate by the County in its discretion, subject to advance written permission from Licensors. It is agreed that any such improvements attached to or placed upon the License Area by

County shall be considered as personal property of County. County agrees that the License Area shall be left in as good condition as when received, reasonable wear and tear excepted.

9. OWNERSHIP OF IMPROVEMENTS.

- a. All improvements, constructed or placed within the License Area by County ("County Improvements") must, upon completion, be free and clear of all liens, claims, or liability for labor or material. The County Improvements shall remain property of County and shall be removed by County at the termination of this License, without damage to the License Area.
- b. The County Improvements to be installed on the License Area shall include the Official Ballot Drop Box as specified in the included Exhibit B. The County shall be responsible for all costs incurred in the installation of the County Improvements. The County's agents shall coordinate the installation of the County Improvements with the Licensors.

10. OPERATIONAL REQUIREMENTS OF COUNTY. County shall, to the satisfaction of Licensors, keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair, normal wear and tear excepted. It shall be County's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair. Licensors shall endeavor to notify the County when Licensors observe that maintenance is necessary.

County expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of Licensors and in compliance with all applicable laws.

In the event the Licensors determine, in its reasonable discretion, that an employee, contractor, or invitee of County, or other individual is failing to adhere to proper standards of public conduct, is in violation of any Licensors policy and/or is in any way disrupting the activities of the Licensors's employees, agents, and/or invitees, the Licensors reserves the right to remove said individual, and/or require County to remove said individual from the License Area. If warranted, County shall endeavor to prohibit said individual's future access to the License Area, subject to applicable law.

11. VIDEO SECURITY SURVEILLANCE SYSTEM. If feasible, the County shall have access to any video security surveillance footage recorded and stored by Licensors in order for the County to meet its statutory and regulatory requirements under the California Voter's Choice Act.

12. INDEMNIFICATION.

- a. Licensors hereby agree to indemnify, hold harmless, and defend County, its officers, agents, and employees, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the License Area by Licensors, except for liability arising out of the sole negligence or willful misconduct of County, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event County is named as co-defendant, Licensors shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Licensors shall pay to County its litigation costs, expenses and attorneys' fees.
- b. County hereby agrees to indemnify, hold harmless, and defend Licensors, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the License Area by County, except for liability arising out of the sole negligence or willful misconduct of Licensors, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event Licensors is named as co-defendant, County shall notify Licensors of such fact and shall represent Licensors, with counsel approved by Licensors, in such legal action unless Licensors undertakes to represent itself as co-defendant in such legal action, in which event County shall pay to Licensors its litigation costs, expenses and attorneys' fees.
- c. In the event judgment is entered against County and Licensors because of the concurrent active negligence of County and Licensors, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.
- d. The provisions of this Section shall survive the termination or expiration of this License.

13. ASSIGNMENT AND SUBAGREEMENTS. Any assignment of this License or sublicenses under this License require the prior written approval of Licensors, which approval will not be unreasonable withheld, conditioned or delayed.

14. EMPLOYMENT. No County employee shall be considered as an employee of the Licensors under the jurisdiction of Licensors, nor shall such County employees have any Licensors pension, civil service, or other status while an employee of County.

County shall have no authority to contract on behalf of Licensors. It is expressly understood and agreed by both Parties hereto that County, while engaged in

carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of Licensors.

15. **SIGNS.** Licensors agree to allow County to install and maintain a sign or display upon or in front of the License Area and/or property. Such signage shall comply with all applicable laws and zoning and site plan requirements and be consistent with Licensors signage on the property upon which the License Area is located.
16. **ELECTIONEERING.** No electioneering, is permitted within 100 feet of the Official Ballot Drop Box during the Election Period. Licensors agree that County and its staff may take steps they deem reasonably necessary to stop or prevent such electioneering. Licensors, its officers, agents, and employees will refrain from erecting or authorizing a permit for any sign, display, or other demonstration that may have the effect of influencing or intimidating voters during the Election Period. County may take the steps they deem reasonably necessary to obscure or remove any such sign, display, or other demonstration. For purposes of this section, “**electioneering**” means the visible display or audible dissemination of information that advocates for or against any candidate or measure on the ballot within 100 feet of the Official Ballot Drop Box. Such electioneering information includes but is not limited to,
 - i. Display of a candidate’s name, likeness, or logo;
 - ii. DA display of a ballot measure’s number, title, subject, or logo;
 - iii. Buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information;
 - iv. Dissemination of audible electioneering information; and/or
 - v. Loitering near or disseminating visible or audible electioneering information.
17. **AUTHORITY.** The persons executing the License below on behalf of County or Licensors warrant that they have the power and authority to bind County or Licensors to this License.
18. **HEADINGS.** The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.
19. **AMENDMENTS.** This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties; however, County may modify the License Area, in its discretion and upon approval of Licensors, upon written notification from the Chief Real Estate Officer informing Licensors of the modification and the date the modification will

become effective. Based on such written notice the Parties agree to thereafter amend this License to reflect the revised License Area if so desired by either Party.

20. **SEVERABILITY.** If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
21. **NO WAIVER.** The failure of Licensor or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Licensor or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.
22. **GOVERNING LAW.** This License has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this License, the sole and exclusive venue shall be a court of competent jurisdiction located in Tulare County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

The Parties expressly understand and agree that this License constitutes a license for use of the License Area. This License is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. County acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this License in any action or proceeding brought by County against the Licensor, or by the Licensor against County. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

23. **ATTORNEYS' FEES.** In the event of a dispute between Licensor and County concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs.
24. **TIME OF THE ESSENCE.** Time is of the essence of this License. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

- 25. CONDITION OF LICENSE AREA UPON TERMINATION.** Except as otherwise agreed to herein, upon termination of this License, County shall redeliver possession of said License Area to Licensors in substantially the same condition that existed immediately prior to County's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.
- 26. RELATIONSHIP OF PARTIES.** The relationship of the parties hereto is that of Licensors and County, and it is expressly understood and agreed that Licensors does not in any way or for any purpose become a partner of or a joint venture with County in the conduct of County's business or otherwise.
- 27. NOTICES.** All written notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: COUNTY

County of Tulare
Registrar of Voters
5951 S. Mooney Blvd
Visalia, CA 93277
Attention: Suzette Machado
SMachado@co.tulare.ca.us
(559) 624-7301

To: LICENSOR

City of Exeter
137 N F St
Exeter, CA 93221
Attention: Adam Ennis, City Administrator
adam@exetercityhall.com (559) 592-9244

- 28. ATTACHMENTS TO LICENSE.** The License includes the following, which are attached hereto and made a part hereof: Exhibit A – License Area Description and Map and Exhibit B—Official ballot Drop Box Specifications.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this license the day
and year first above written.

LICENSOR

By _____

Title _____

By _____

Title _____

COUNTY

COUNTY OF TULARE

By _____

Chair, Board of Supervisors

ATTEST: JASON T. BRITT

County Administrative Officer/Clerk of the Board of Supervisors

By _____

Approved as to form:

County Counsel

By: _____

Deputy County Counsel

Matter No. 2020665

EXHIBIT A



Tulare County Registrar of Voters
[CITY OF EXETER]
Rent Free Acquisition License



EXHIBIT B



Outside Dimensions: (inches) 12' x 12' x 38' high

Anti-tamper chute
dimensions: (inches) 6.5' x 5'

Capacity: 250+ Ballots

Material Type: Brushed Stainless Steel

Part ID: 3107

Installed box at the Auditor's office rose garden in Visalia.

