

EXETER CITY COUNCIL ACTION MINUTES

January 26, 2021

A closed session of the City Council, City of Exeter was held on Tuesday, January 26, 2021, at 6:30 p.m., in the Exeter City Council Chambers, 137 North F Street.

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

COUNCIL ABSENT: None

STAFF PRESENT: Adam Ennis, Julia Lew, Daymon Qualls, Shonna Oneal

A. CALL TO ORDER CLOSED SESSION

Mayor Sally called the closed session to order at 6:30 p.m.

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS

Mayor Sally 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 Sally adjourned to closed session at 6:30 p.m.

1. 54956.95 – Liability Claims (2)
Claimant: Linda S. McIntosh
Agency claimed against: City of Exeter
Claimant: Alvin Whitney
Agency claimed against: City of Exeter
2. 54957.6 Conference with Labor Negotiators
Agency Negotiator: Adam Ennis
Employee Groups: All represented and unrepresented employees
3. 54957(b)(1) Annual Public Employee Performance Evaluation – City Administrator

A regular session of the City Council, City of Exeter was held on Tuesday, January 26, 2021, at 7:10 p.m., in the Exeter City Council Chambers, 137 North F Street.

COUNCIL PRESENT: Barbara Sally^{7:15p.m.}, Frankie Alves, Dave Hails, Justin Mills, and Mary Waterman-Philpot

COUNCIL ABSENT: None

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

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

Mayor Pro Tem Alves called the regular session to order at 7:10 p.m. City Attorney Julia Lew advised on a motion by Council Member Hails, seconded by Council Member Waterman-Philpot to reject the claim submitted by Linda S. McIntosh and on a motion by Council Member Hails, seconded by Mayor Pro Tem Alves to reject the claim submitted by Alvin Whitney.

E. PLEDGE OF ALLEGIANCE AND INVOCATION

The Pledge of Allegiance was given by Council Member Mills and an invocation was given by Public Works Director Daymon Qualls.

F. SPECIAL PRESENTATIONS (if any):

a. **Resolution of Commendation**– Mayor Sally presented a Resolution of Commendation to Sandy Blankenship of the Exeter Chamber of Commerce in recognition of her thirty (30) years of service. Mrs. Blankenship thanked the Council for the partnership over the years.

b. **Proclamation Declaring January School Board Appreciation Month** – Mayor Sally presented a Proclamation Declaring January School Board Appreciation Month.

G. PUBLIC COMMENTS:

Mayor Sally 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.

Larry Micari, Tulare County Board of Supervisor for District 1, introduced himself to Council.

H. CONSENT CALENDAR:

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

1. **Approve regular minutes of December 8, 2020**
2. **Payment of the Bills**
3. **Payroll: December 11, 2020; December 25, 2020; and January 8, 2021**
4. **Approve a reallocation of \$75,000 from the FY 2020/2021 Capital Improvement Program - Well E6-W Rehab to Well E13-W Rehab and appropriate an additional \$1,000 into capital account 105.461.080.043, and authorize a sole source contract with Well Rehabilitation Services, Inc. of Bakersfield for \$75,946 to perform emergency work on Well E13-W.**

I. INDIVIDUAL BUSINESS ITEMS

1. **Second reading and adoption of Ordinance 695 amending Ordinance 246 of the Exeter Zoning Ordinance to reclassify the real property from, CS (Service Commercial) to PO (Professional Office), read by title only and waiving further reading.** Mayor Sally gave second reading of Ordinance 695. A motion was made by Council Member Mills, seconded by Mayor Pro Tem Alves and unanimously carried to give second reading and adopt Ordinance 695 amending Ordinance 246 of the Exeter Zoning Ordinance to reclassify the real property from CS, (Service Commercial) to PO (Professional Office), read by title only and waiving further reading.
2. **Adopt Resolution 2021-01 establishing the Citizen's Oversight Committee for Measure P; determine a selection process; and consider applications for selection of Measure P Committee Members.** City Administrator Adam Ennis provided a PowerPoint presentation highlighting the Citizen's Oversight Committee for Measure P 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 Council Member Hails, seconded by Mayor Pro Tem Alves and unanimously carried to adopt Resolution 2021-01 with the addition of a seven (7) member committee. Upon further discussion, it was the consensus of the Council to discuss the applicants for the Citizen's Oversight Committee for Measure P at the next City Council meeting.
3. **Discussion of development of the Initial Expenditure Plan for Measure P.** City Administrator Adam Ennis provided a PowerPoint presentation highlighting the initial expenditure Plan for Measure P. Following discussion, it was moved by Council Member Waterman-Philpot, seconded by Council Member Mills and unanimously carried that the draft expenditure plan with Council amendments as discussed, be taken to the Oversight Committee for community input.
4. **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. Following discussion, it was moved by Mayor Pro Tem Alves, seconded by Council Member Mills 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.

J. CITY COUNCIL ITEMS OF INTEREST

Mayor Pro Tem Alves reported on his attendance at a TCAG meeting and gave an update on Measure R funding. Council Member Hails reported on his attendance at a TCAG meeting. Council Member Mills reported on his attendance to the Exeter Chamber of Commerce Board meeting.

**ACTION MINUTES
EXETER CITY COUNCIL
Page 3, JANUARY 26, 2021**

K. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

City Administrator Adam Ennis provided a brief update on City projects.

L. ADJOURN TO CLOSED SESSION AND CLOSED SESSION REPORT

Mayor Sally adjourned to complete the Closed Session items at 8:55 p.m. City Attorney Julia Lew noted there would be nothing to report following Closed Session.

M. ADJOURN REGULAR MEETING

Mayor Sally adjourned the regular meeting at 9:18 p.m.

Shonna Oneal City Clerk

ACS/XEROX FINANCIAL SYSTEM
1/28/2021 11:51:21

Payments for Publication

CITY OF EXETER
GL335R-V08.15 PAGE

Approved on 1/22/2021 for Payments Through 1/22/2021

Vendor Name	Description	Amount
CARD MEMBER SERVICES	LEFT/RIGHT NUB MOD	3,949.34
	Visa Credit Card Dec Purchases (more detail on file)	
	Final Totals...	3,949.34

**

Approved on 1/22/2021 for Payments Through 1/22/2021

Vendor Name	Description	Amount
PRODUCTIVITY PLUS ACCOUNT	PEAR HEAD 1/4" DRV	228.67
	Exeter Merch. Accl Purchases	
**	Final Totals...	228.67

Approved on 1/28/2021 for Payments Through 1/28/2021

Vendor Name	Description	Amount
AAA QUALITY SERVICES	1/17-2/13/21 POTTY RENTA	168.16
ADVENTIST HEALTH TULARE	DEC LAB FEES	90.00
AFLAC	JAN AFLAC PREMIUM	3,569.44
AMERICAN BUSINESS MACHINES	CH 746 01/24-2/23/21	14.84
BARRERA/ ADELFO J & JUANA	UB DEPOSIT REFUND	106.26
BASIC	JAN COBRA ADMIN FEE	30.00
BEN-E-LECT INC.	2021 CLAIMS	6,806.15
BLUE SHIELD OF CALIFORNIA	2/1-02/28/21	29,565.74
BUZZ KILL PEST CONTROL	JAN PEST CONTROL PD	163.00
C.L.E.A.	FEB 2021 LT DISABILITY	49.00
CALIFORNIA BUSINESS MACHINES	PW-1/22-2/21/21 BASE	72.79
CHARTER COMMUNICATIONS	1/6-2/5/21 MEDIA SERVICE	97.24
COLANTUONO, HIGHSMITH &	JAN SCE COALITION	22.72
DAWSON-MAULDIN LLC	CHIPPED & CLEAN MANHOLES	1,644.80
DIVISION OF STATE ARCHITECT	OCT-DEC \$4 DSA FEE	154.70
EMD NETWORKING SERVICES, INC.	FEB MONTHLY BILLING	1,796.78
EXETER CHAMBER OF COMMERCE	CC 20/21 QTR 2 DONATION	90.00
FERGUSON ENTERPRISES INC	REG 1 T10 EDCDR CF	1,872.93
FLORES/ LORI	UB DEPOSIT REFUND	69.73
FOOTHILLS SUN-GAZETTE	PN- 021-03 PUBLIC NOTICE	2,213.50
FRESNO OXYGEN	4" BI-METAL HOLE SAW	23.24
FRIENDS OF RESIDENTIAL EXETER	CC 20/21 QTR 2 DONATION	30.00
FRONTIER CALIFORNIA INC.	5139-1/16-2/15/21	669.78
FUSION CLOUD SERVICES LLC	3346-01/18-2/17/21	247.44
KRC SAFETY CO INC.	ST NAME SIGNS ALBERT/CHE	686.38
KUKURUZA/ KACEY	UB DEPOSIT REFUND	106.26
LEAF CAPITAL FUNDING LLC	CH-KYOCERA TA4002I	167.47
LEHIGH HANSON, CO.	6.0SK 1" 4P	347.24
MCCORMICK KABOT JENNER & LEW	DEC LEGAL SVC	2,329.00
MOONLIGHT MAINTENANCE	JAN PD OFFICE CLEANING	1,797.00
MOORE TWINING ASSOCIATES, INC	4-GM COE WWTF 10/DAY	2,821.00
PRINCIPAL LIFE INSURANCE CO.	FEB PREMIUMS-35 MEMBERS	4,967.89
PRUDENTIAL OVERALL SUPPLY	1/14/21 UNIFORM SERVICE	275.60
ROBERT HALF INTERNATIONAL INC.	WKEND 01/15/21 LOURDES	2,349.00
ROMAN CATHOLIC BISHOP	1/22/21 ARROYO DONATION	18.00
SHRED-IT USA LLC	1/07 SHRED @PD	126.98
SILVER & WRIGHT LLP	DEC 221 SOUTH F	1,833.30
SOUTHERN CALIFORNIA EDISON	9109A-12/11-01/12/21	7,954.33
SUBURBAN PIPE & STEEL	40-5" RINGS	40.80
SUN BADGE COMPANY	BADGE REPAIR (814,804)	97.20
TELSTAR INSTRUMENTS INC	SERVICE FOR WWTP	1,892.45
TOWN & COUNTRY CAR WASH	DEC CAR WASH	5.00
UNIVAR SOLUTIONS USA INC	WELL 6 SOD HYPO 12.5%	1,077.52
US BANK N.A.	JULY CUSTODY CHARGES	41.50
VALLEY EXPETEC	FEB MONTHLY AGREEMENT	4,477.29
VERIZON WIRELESS	11/29-12/28/20 IPAD	277.44
WILLITTS EQUIPMENT CO., INC.	INFLUENT PUMP WWTP	437.50
YARBS GRADING AND PAVING, INC.	VISA RD IMP PROJECT	241,365.40

ACS/XEROX FINANCIAL SYSTEM
1/28/2021 12:47:10

Payments for Publication

CITY OF EXETER
GL335R-V08.15 PAGE

Approved on 1/28/2021 for Payments Through 1/28/2021

Vendor Name	Description	Amount
4CREEKS, INC	CM VISALIA RD IMP PROJEC	30,956.48
**	Final Totals...	356,016.27

PERIOD 2 DATING 1/04/2021- 1/17/2021 CHECK DATE 1/22/2021
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1123	63.69	CA STATE DISBURSEMENT UN 2		1 VENDOR CHECK
1124	50.00	TULARE CO SHERIFF'S OFFI 9		1 VENDOR CHECK
1125	1,758.61	PHELPS/KEVIN M	429	1

TOTALS FOR CHECK FORM: CHEK		COUNTS
NEGOTIABLE CHECKS		
1,758.61	*EMPLOYEE CHECKS	1
113.69	*VENDOR CHECKS	2
0.00	*BANK CHECKS	0
1,872.30	**TOTAL NEGOTIABLE CHECKS	3
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
1,872.30	**TOTAL FOR CHECK FORM	

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

PERIOD 2 DATING 1/04/2021- 1/17/2021 CHECK DATE 1/22/2021
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
302	117.86-	IBARRA/MARLENE	302	2 MANUAL
48595	144.00	CLOCEA	4	1 VENDOR STUB ONLY
48596	780.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
48597	235.35	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
48598	4,442.17	ENNIS/ADAM	206	1 STUB ONLY
48599	2,481.71	ONEAL/SHONNA N	203	1 STUB ONLY
48600	1,256.36	CARTER/AMY JO	502	1 STUB ONLY
48601	1,325.28	HERNANDEZ/XOCHITL	306	1 STUB ONLY
48602	565.64	SANCHEZ/CESILIA	307	1 STUB ONLY
48603	3,310.87	TAVAREZ/CHRISTOPHER	309	1 STUB ONLY
48604	1,909.63	FRANCO/EEKHONG	304	1 STUB ONLY
48605	1,363.52	BELTRAN-TRUJILLO/DIEGO	447	1 STUB ONLY
48606	1,231.37	CARRETERO/VANESSA	402	1 STUB ONLY
48607	1,723.31	CORREA/GABRIEL JR	436	1 STUB ONLY
48608	1,270.90	CULLUM/TRENT	444	1 STUB ONLY
48609	2,404.98	DURKEE/MARK	404	1 STUB ONLY
48610	1,498.34	EHEVARRIA/TYLER J	443	1 STUB ONLY
48611	2,936.07	FERNANDEZ/CESAR	434	1 STUB ONLY
48612	2,077.39	FRICK/JOCELYNN LEANN	433	1 STUB ONLY
48613	2,193.73	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
48614	1,593.11	GUZMAN/TIMOTHY CHARLES	410	1 STUB ONLY
48615	3,278.86	HALL/JOHN T	406	1 STUB ONLY
48616	1,371.02	HAMPTON/JUSTIN	446	1 STUB ONLY
48617	2,252.56	INGLEHART/BRETT A	411	1 STUB ONLY
48618	2,184.01	KNOX/MARK	442	1 STUB ONLY
48619	596.13	MACLEAN/JANET L	413	1 STUB ONLY
48620	1,880.54	WALKER/PAUL	425	1 STUB ONLY
48621	2,427.27	YARBER/ISABEL	422	1 STUB ONLY
48622	900.26	ALDRIDGE/GARY	618	1 STUB ONLY
48623	1,395.13	ARROYO/MARIE	623	1 STUB ONLY
48624	1,315.46	BRASSFIELD/TRAVIS	619	1 STUB ONLY
48625	1,848.99	ESPINOLA/DANIEL M	602	1 STUB ONLY
48626	1,001.66	GOLDSTROM/NORMAN	629	1 STUB ONLY
48627	1,547.58	HUGGINS/KYLE AARON	621	1 STUB ONLY
48628	2,836.01	QUALLS/DAYMON	607	1 STUB ONLY
48629	1,734.13	RAMIREZ/JUAN	608	1 STUB ONLY
48630	284.46	WENDT/EDDIE	626	1 STUB ONLY
48631	1,055.31	MILLAN/MARCUS	622	1 STUB ONLY
48632	1,238.89	MILLER/JAMES	624	1 STUB ONLY
48633	750.87	MIRWALD/PHILIP	625	1 STUB ONLY
48634	1,184.32	QUIROZ/PATRICK P	512	1 STUB ONLY
48635	1,704.60	HAYES/CURTIS W	437	1 STUB ONLY

PERIOD 1 DATING 1/18/2021- 1/31/2021 CHECK DATE 2/05/2021
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1126	63.69	CA STATE DISBURSEMENT UN 2		1 VENDOR CHECK
1127	50.00	TULARE CO SHERIFF'S OFFI 9		1 VENDOR CHECK
1128	1,793.00	PHELPS/KEVIN M	429	1

TOTALS FOR CHECK FORM: CHEK		COUNTS
NEGOTIABLE CHECKS		
1,793.00	*EMPLOYEE CHECKS	1
113.69	*VENDOR CHECKS	2
0.00	*BANK CHECKS	0
1,906.69	**TOTAL NEGOTIABLE CHECKS	3

OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
1,906.69	**TOTAL FOR CHECK FORM	

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

PERIOD 1 DATING 1/18/2021- 1/31/2021 CHECK DATE 2/05/2021
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
48636	144.00	CLOCEA	4	1 VENDOR STUB ONLY
48637	780.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
48638	235.35	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
48639	4,436.92	ENNIS/ADAM	206	1 STUB ONLY
48640	2,481.71	ONEAL/SHONNA N	203	1 STUB ONLY
48641	1,137.55	CARTER/AMY JO	502	1 STUB ONLY
48642	1,325.28	HERNANDEZ/XOCHITL	306	1 STUB ONLY
48643	66.50	SANCHEZ/CESILIA	307	1 STUB ONLY
48644	3,305.62	TAVAREZ/CHRISTOPHER	309	1 STUB ONLY
48645	1,909.63	FRANCO/BEKHONG	304	1 STUB ONLY
48646	1,363.52	BELTRAN-TRUJILLO/DIEGO	447	1 STUB ONLY
48647	1,226.12	CARRETERO/VANESSA	402	1 STUB ONLY
48648	2,354.34	CORREA/GABRIEL JR	436	1 STUB ONLY
48649	1,305.20	CULLUM/TRENT	444	1 STUB ONLY
48650	2,475.49	DURKEE/MARK	404	1 STUB ONLY
48651	1,409.06	ECHAVARRIA/TYLER J	443	1 STUB ONLY
48652	2,448.08	FERNANDEZ/CESAR	434	1 STUB ONLY
48653	2,383.65	FRICK/JOCELYNN LEANN	433	1 STUB ONLY
48654	2,329.62	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
48655	1,815.51	GUZMAN/TIMOTHY CHARLES	410	1 STUB ONLY
48656	3,273.61	HALL/JOHN T	406	1 STUB ONLY
48657	1,439.81	HAMPTON/JUSTIN	446	1 STUB ONLY
48658	2,252.56	INGLEHART/BRETT A	411	1 STUB ONLY
48659	1,851.52	KNOX/MARK	442	1 STUB ONLY
48660	1,796.97	WALKER/PAUL	425	1 STUB ONLY
48661	2,422.02	YARBER/ISABEL	422	1 STUB ONLY
48662	1,151.28	ALDRIDGE/GARY	618	1 STUB ONLY
48663	1,389.88	ARROYO/MARIE	623	1 STUB ONLY
48664	1,219.11	BRASSFIELD/TRAVIS	619	1 STUB ONLY
48665	1,843.74	ESPINOLA/DANIEL M	602	1 STUB ONLY
48666	1,166.73	GOLDSTROM/NORMAN	629	1 STUB ONLY
48667	1,547.58	HUGGINS/KYLE AARON	621	1 STUB ONLY
48668	2,836.01	QUALLS/DAYMON	607	1 STUB ONLY
48669	1,610.41	RAMIREZ/JUAN	608	1 STUB ONLY
48670	1,031.19	WENDT/EDDIE	626	1 STUB ONLY
48671	1,229.12	MILLAN/MARCUS	622	1 STUB ONLY
48672	970.97	MILLER/JAMES	624	1 STUB ONLY
48673	439.96	MIRWALD/PHILIP	625	1 STUB ONLY
48674	1,179.07	QUIROZ/PATRICK P	512	1 STUB ONLY
48675	1,776.48	HAYES/CURTIS W	437	1 STUB ONLY

CITY OF EXETER

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

Treasurer's Report November 2020

Beginning Balance as of November 1, 2020				\$	802,153.62
<u>Deposits</u>					
Wire Transfer	\$		450,000.00		
#1495	\$		6,460.82		
#1496	\$		121,721.66		
#1497	\$		109,321.88		
#1498	\$		16,453.64		
#1499	\$		16,565.45		
Direct Deposit #1500	\$		233,511.90		
TOTAL DEPOSITS				\$	954,035.35
<u>Withdrawals</u>					
City Checks Processed	\$		1,111,404.10		
Payroll EFT	\$		131,822.72		
Payroll Checks	\$		6,463.25		
CalPERS Retirement costs	\$		45,431.50		
P/R Taxes	\$		25,052.05		
Def Comp	\$		1,698.69		
FSA Disbursements	\$		2,343.47		
Bank Charges/Misc	\$		114.90		
Chargebacks	\$		632.48		
State DU	\$		737.52		
Wire Transfer Fee	\$		15.00		
Chargeback Fees	\$		20.00		
Stop Payment Fee	\$		15.00		
Postage Upload	\$		2,000.00		
TOTAL WITHDRAWALS				\$	1,327,750.68
				\$	428,438.29
				\$	4,057.13
Bank of the Sierra ending balance				\$	432,495.42
<u>Outstanding Checks</u>					
General	\$		45,625.64		
Payroll	\$		694.59		
				\$	46,320.23
				\$	386,175.19
<u>Investments</u>					
US Savings	\$		36,855.88		
Government Agency Bond	\$		246,375.00		
CD's	\$		1,482,000.00		
Local Agency Investment Fund	\$		4,338,922.48		
Fair Market Value Adjustment gain/(loss)	\$		31,909.61		
Charles Schwab	\$		0.23		
Total City Funds 11/30/2020				\$	6,136,063.20
				\$	6,522,238.39
					Ratio of Invested Funds/Available Funds
					94%

City of Exeter
Treasurer's Report
Investments as of 11/30/2020

<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 #5AH48	Dec-19	\$ 249,000
1.70%	1/21/2021	GOLDMAN SACHS BANK USA	Jan-20	\$ 245,000
1.75%	10/29/2021	COMENITY CAPITAL #ASKS	Oct-16	\$ 249,000
1.75%	11/2/2021	DISCOVER BANK #2M39	Nov-16	\$ 247,000
2.40%	11/15/2022	CAPITAL ONE #RKE0	Nov-17	\$ 247,000
3.00%	8/9/2021	ALLY BANK #GEE9	Aug-18	\$ 245,000
2.06% Average				<u>\$ 1,482,000</u>
<u>Money Market Funds</u>				
0.576% Demand		Local Agency Investment Fund	Various	\$ 4,338,922
0.001% Demand		US Savings	Various	\$ 36,856
		Charles Schwab	Various	\$ 0.23
				<u>\$ 4,375,779</u>
<u>Government Securities</u>				
1.88%		Federal Home Loan Bank		<u>246,375</u>
				<u>\$ 246,375</u>
			Total Investments	<u>\$ 6,104,154</u>

By: *E. See/C. Tavaraz*

CITY OF EXETER

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

Treasurer's Report December 2020

Beginning Balance as of December 1, 2020		\$	428,438.29
<u>Deposits</u>			
	#1501	\$	4,057.13
	#1502	\$	265,950.39
	#1503	\$	146,107.26
	#1504	\$	40,362.21
	Direct Deposit #1505	\$	1,634,132.85
TOTAL DEPOSITS			\$ 2,090,609.84
<u>Withdrawals</u>			
	City Checks Processed	\$	409,402.72
	Payroll EFT	\$	152,203.53
	Payroll Checks	\$	6,285.26
	CalPERS Retirement costs	\$	50,877.92
	P/R Taxes	\$	29,186.03
	Def Comp	\$	1,132.46
	FSA Disbursements	\$	3,797.64
	Bank Charges/Misc	\$	209.90
	Chargebacks	\$	374.46
	State DU	\$	737.52
	Chargeback Fees	\$	40.00
	Blueshield	\$	29,565.74
	Debit Correction	\$	0.05
TOTAL WITHDRAWALS			\$ 683,813.23
			<u>\$ 1,835,234.90</u>
			<i>Ending Bank Balance as of December 31, 2020</i>
			<u>\$ 3,105.45</u>
			<i>Undeposited cash on hand #1506</i>
Bank of the Sierra ending balance			\$ 1,838,340.35
<u>Outstanding Checks</u>			
	General	\$	174,790.89
	Payroll	\$	683.53
			<u>\$ 175,474.42</u>
			Adjusted Bank Balance as of December 31, 2020
			\$ 1,662,865.93
<u>Investments</u>			
	US Savings	\$	40,923.55
	Government Agency Bond	\$	-
	CD's	\$	1,731,000.00
	Local Agency Investment Fund	\$	4,338,922.48
	Fair Market Value Adjustment gain/(loss)	\$	9,855.07
	Charles Schwab	\$	0.23
			<u>\$ 6,120,701.33</u>
Total City Funds 12/31/2020			\$ 7,783,567.26
			Ratio of Invested Funds/Available Funds
			79%

City of Exeter
 Treasurer's Report
 Investments as of 12/31/2020

<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 #5AH48	Dec-19	\$ 249,000
1.70%	1/21/2021	GOLDMAN SACHS BANK USA	Jan-20	\$ 245,000
1.75%	10/29/2021	COMENITY CAPITAL #ASK5	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
0.30%	12/18/2023	BMW BANK NORTH AMERICA	Dec-20	\$ 249,000
1.81% Average				\$ <u>1,731,000</u>
<u>Money Market Funds</u>				
0.576% Demand		Local Agency Investment Fund	Various	\$ 4,338,922
0.001% Demand		US Savings	Various	\$ 40,924
Demand		Charles Schwab	Various	\$ 0.23
				\$ <u>4,379,846</u>
<u>Government Securities</u>				
				\$ -
Total Investments				\$ <u>6,110,846</u>

By - E.See/C. Távarez

**City of Exeter
Agenda Item Transmittal**

Meeting Date: February 9, 2021

Agenda Item Number: H5

Wording for Agenda: Approve an appropriation of \$73,588 into capital account 107.441.080.017 and affirm the sole source emergency purchase from the only regional manufacturer representative, Shape Incorporated, Stockton, CA, for three (3) 15 HP Flygt pumps for the wastewater treatment plant.

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 approve this item as presented.

Summary/Background:

The Waste Water Treatment Plant headworks is equipped with three (3) influent wastewater pumps. The headworks receives wastewater from the City's collection system twenty-four (24) hours per day, and seven (7) days per week. One or two pumps will typically run at any one time to keep up with the inflow. The third pump is typically a backup in case one of the other pumps fail. However, all three (3) pumps can run during times of very high flow. These pumps, which have been in service for approximately twenty-two (22) years, raise the wastewater from the outlet of the collection system and pump it into the wastewater treatment plant for processing. If these pumps cannot keep up with the inflow from the collection system raw sewage will back up into the City at the low points in the collection system.

While these pumps were rebuilt in 2019, there has been a significant increase in debris coming into the wastewater treatment plant as a result of the COVID-19 pandemic. The increased debris, consisting of wipes, rags, masks, and other miscellaneous items, has caused two (2) of the influent pumps to fail again. One of those pumps has a broken impeller, and the other pump has an electrical issue that has been temporarily bypassed so that the pump will at least function until it can be replaced. Given the age of these pumps, and the ongoing failures, staff feels that it is prudent to replace all three (3) influent pumps with upgraded pumps to ensure that the wastewater treatment plant continues to operate efficiently.

A copy of the detailed quote is provided as an attachment to this report. Because this was not an anticipated expenditure and an emergency purchase is required, an appropriation for the purchase amount is necessary. The purchase was authorized by the City Administrator on an emergency basis to Shape Incorporated based on their specific knowledge of the issue and equipment compatibility and need to get this equipment as soon as possible due to the long lead time for delivery of the pumps, which is approximately 12 weeks.

Fiscal Impact: This project will be paid from projected available fund balance in the Sewer Fund (107).

Prior Council/Board Actions:

August 13, 2019 – Council approved appropriation of \$12,000 for rebuilding the #3 influent wastewater pump.

December 10, 2019 – Council approved appropriation of \$11,796 for rebuilding the #1 influent wastewater pump.

Attachments: Quote provided by Shape Incorporated.

Recommended motion to be made by Council/Board: I move to approve an appropriation of \$73,588 into capital account 107.441.080.017 and affirm the sole source emergency purchase from the only regional manufacturer representative, Shape Incorporated, Stockton, CA, for three (3) 15 HP Flygt pumps for the wastewater treatment plant.



QUOTATION

PLEASANTON

6600 Knoll Center Parkway, Ste. 220
Pleasanton, CA 94566
Phone (925) 485-9720
Fax (925) 485-6085

STOCKTON

119 Val Dervin Parkway #2
Stockton, CA 95206
Phone (209) 234-5909
Fax (209) 234-5913

TO: City of Exeter

DATE: 01-12-2021, revised as 01-26-2021

Page (1) of (1)

QUOTE #: 101291FL

JOB: Exeter - City of - WWTP Influent P.S.
- replacement for 8CP3140.090-612LT,
14 HP, SN: 9980017

LOCATION: Exeter, CA

ATTN: Dan Espinola despinola@exetercityhall.com

PHONE: cell: 559-804-1519

Fax:

WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT
SUBJECT TO CONDITIONS PRINTED ON THE BACK HEREOF,
THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN
STATEMENT SIGNED BY AN OFFICER OF SHAPE, INCORPORATED.

- F.O.B. FACTORY
F.F.A. TO FIRST DESTINATION

Table with 3 columns: QTY, ITEM, PRICE. Row 1: 3 Flygt pump/motor only- Model: 8" NP3153.095-415LT, 15 HP, 1760 RPM, 480volts 3-phase, 19 FLA, Factory Mutual Explosion proof rated unit, FLS & thermal overload monitoring system, guide rail lift in & out system, 50 ft. long power / sensor cable, factory standard paint, 5 year Municipal pro-rated warranty, Hard iron "N" impeller and wear/cutter/relief groove insert plate. Price: Net Delivered Price - not including sales tax: \$ 68,295.00. Row 2: 1 Freight Prepaid & Allowed - FOB Factory. Includes a section for NOTES with 6 items.

SHAPE INC.

John Mohr

John Mohr, Mobile (209) 324-8058

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATURE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. Rev. 01/98

See attached page for Shape, Inc. terms and conditions

**City of Exeter
Agenda Item Transmittal**

Meeting Date: February 9, 2021

Agenda Item Number: H6

Wording for Agenda: Approve contract amendment with 4Creeks of Visalia, CA to include an additional \$42,706.38 for Construction Management/Resident Engineer services for the E. Palm Street Reconstruction Project, STPL-5195(022).

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 approve the contract amendment as presented.

Summary/Background:

At its regularly scheduled meeting on May 19, 2020 the Council awarded and authorized the City Administrator to execute a contract with 4Creeks 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), CIP #131.497.080.025.

During construction of this project, a variety of unforeseen conditions were encountered within the project area. In many cases, these conditions required further re-design work and contract change orders, including additional associated construction coordination and oversight. Several issues were identified that were not specified in the construction plans, nor were they included in the original scope of work. Approximately one and one-half months of additional construction management services, inspections, and office management were required in addition to the originally anticipated construction length of ninety (90) working days, due to the additional work and unforeseen issues encountered on this project.

Description of Extra Work Included in Change Order:

1. Coordinated and inspected Gas Co work that included the following improvements: lowering and replacing all alley gas mains, service laterals in Palm, and a high-pressure gas main in F Street. Removing an entire shallow abandoned gas system in Palm that was located in the new street section area.
2. Coordinated and inspected CVIN conduit lowering for conduit that was located in the new Palm street section, as well as inspecting repairs to an existing storm main that had previously been bored through by CVIN.
3. Coordinated and inspected two (2) alley water main lowering projects because the mains were in the existing street section.
4. Inspecting surface repairs for the additional utility company work.
5. Performed video inspection of the storm drain system.
6. During construction, the asphalt plant was at maximum capacity several days resulting in additional days of asphalt paving because contractor couldn't get the full amount of asphalt needed each day. Original paving was supposed to be two (2) days for each

- side of the road and it ended up being four (4) days for each side, due to asphalt plant capacity. This also resulted in additional public works and materials testing costs.
7. Other additional work was added to the project that had to be coordinated and inspected as follows: Two (2) alley approaches were replaced that were significantly deteriorated, an additional curb return was installed at the southwest corner of F Street, storm drainage and drain inlets had to be installed at B Street, curb and gutter extended in railroad right of way, additional curb, gutter and sidewalk removals and replacements of areas that were significantly deteriorated, concrete encasement over shallow storm mains.
 8. Additional coordination and inspection was required in the field during FDR operations due to all of the shallow utilities in the roadway that were not identified until construction potholing was completed.
 9. Additional coordination and inspection required due to unforeseen circumstances, some of which were: existing concrete roadways found under F Street and E Street, additional storm drain manholes and storm mains found during construction, existing sewer manholes being brick, a sinkhole that was repaired around C Street.
 10. Additional time spent to resolve a delay claim related to the Gas Co and water main repairs.
 11. Additional time spent to resolve a claim related to a Gas Main break at E Street, due to an unmarked and unknown gas main.
 12. Federal Funding guidelines required extensive additional documentation for all of the unforeseen changes and additional work.
 13. The original project substantial completion date for this project was 11/4/20 and the actual substantial completion date for the project was 12/22/20. Approximately 1.5 months of additional inspection and office management was required above the originally anticipated ninety (90) working days, due to all the additional work and unforeseen issues encountered on the project. The additional working days resulted in a 35.5% increase in the original construction timeframe. 4Creeks requested amendment is 23.7% of the original contract amount.

Fiscal Impact: This project is being paid for with federal funds from the Surface Transportation Program and Measure R Local funds. An additional appropriation needed for the total project cost, including this amendment, is requested in a separate Council item for Notice of Completion of the project, which if approved, will be from the Measure R Fund (131) and paid from available fund balance. This will have a minor impact to fund balance available for future projects.

Prior Council/Board Actions: May 19, 2020 - Council awarded the construction contract to AJ Excavation in the amount of \$1,291,819, awarded CM/RE contract to 4 Creeks in the amount of \$190,715.99, and approved an appropriation of \$230,000 from Measure R Local funds (131). May 19, 2020 the Council awarded and authorized the City Administrator to execute a contract with 4Creeks of Visalia, CA in the amount of \$190,715.99 for construction management/resident engineer services. Numerous other Council actions are on file pertaining to preliminary engineering, PS&E, and construction.

Attachments: Contract Amendment #2

<p>Recommended motion to be made by Council/Board: I move to approve the contract amendment as presented.</p>
--

**CITY OF EXETER
CONSULTANT CONTRACT AMENDMENT FORM**


Project Name: City of Exeter CM E. Palm St. Reconstruction Project No.: 20154
 Amendment No.: 2 Submitted by: Swannie Mendonsa
 Date Submitted: January 15, 2021 Purchase Order No.: _____
 Consultant: 4Creeks Inc.

DESCRIPTION OF WORK:

Item No.	Description of Contract Amendment	Net increase	*Net decrease	Total Change
1	Task 1.00: Construction Management			\$0.00
		\$39,695.26		\$39,695.26
				\$0.00
				\$0.00
2	Task 02: Construction Surveying		\$3,153.88	(\$3,153.88)
				\$0.00
				\$0.00
3	Task 3: Labor Compliance			\$0.00
				\$0.00
				\$0.00
3	Task 4: Material Testing			\$0.00
	<i>Krazan & Associates</i>	\$6,165.00		\$6,165.00
				\$0.00
Total Cost of Contract Amendment:		\$45,860.26	(\$3,153.88)	\$42,706.38

Original Contract Amount: \$190,715.99
 Net cost of this Amendment: \$42,706.38
 Total cost previous Amendments: \$2,600.00
 New Contract Amount: \$236,022.37

Contract work days add/(delete): 32

Consultant's signature:  Date: 1/15/2021

Public Works Department
 Director's signature: _____ Date: _____

City Manager's signature: _____ Date: _____

Note: The original number of contract working days for the construction project was 90 working days. There were an additional 32 working days added to the contract due to additional work and unforeseen circumstances. This is a 35.5% increase in the amount of work required under the 4Creeks contract for field work alone. 4Creeks cost increase is only 23.7% of their original contract amount.

**City of Exeter
Agenda Item Transmittal**

Meeting Date: February 9, 2021

Agenda Item Number: H7

Wording for Agenda: Accept a Notice of Completion for the construction contract for the E. Palm Street Reconstruction Project, STPL-5195(022), with AJ Excavation, authorize the City Engineer to sign the Notice of Completion, and the City Clerk to file the notice with the County Recorder's Office and appropriate an additional \$7,601.00 from the Measure R Fund (131) to cover total project costs.

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 accepts a Notice of Completion for the construction contract for the E. Palm Street Reconstruction Project, STPL-5195(022), with AJ Excavation, authorize the City Engineer to sign the Notice of Completion, and the City Clerk to file the notice with the County Recorder's Office and appropriate an additional \$7,601.00 from the Measure R Fund (131) to cover total project costs.

Summary/Background:

Notice of Completion

At its regularly scheduled meeting of May 19, 2020, the Council awarded a construction contract to AJ Excavation of Fresno, CA in the amount of \$1,291,819. for construction of the E. Palm Street Reconstruction Project, STPL-5195(022). At the same meeting, Council awarded and authorized 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 project, and approved an appropriation of \$230,000 from Measure R Local funds (131).

As the contractor began the demolition work, various unforeseen conditions and additional needed work was identified. Deterioration of some concrete and storm drainage components required additional work and/or replacement. Parts for some of the current older structures were obsolete requiring crews to use alternative components and construction methods. Such changes required the processing of change orders to properly construct the project.

At its regularly scheduled meeting on July 28, 2020 the Council authorized purchasing authority and appropriation of 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 project.

As construction continued, the contractor encountered additional unforeseen conditions within the project area. In many cases, these conditions required further re-design work and contract change orders. Several issues were identified that were not specified in the construction plans, nor were they included in the original scope of work. Over the past three years site conditions within the defined project area appear to have worsened, requiring more extensive work in certain areas to ensure proper storm water drainage and long-term sustainability of the

reconstructed roadway. Proper storm water drainage is critical to the life of a roadway. If not addressed properly, the life of the roadway would have been shortened, and the cost effectiveness of this project would have been greatly diminished.

Further, staff identified additional improvements that needed to be made during construction to provide for a more complete project. Staff believed that with the addition of federal STP funding, the City should address other needed improvements within the project area such as street storm drainage corrections and improved ADA accessibility. This project presented a prime opportunity to accomplish this and further provide for a complete project between G Street and Kaweah Avenue.

This information was presented at the Council meeting of October 13, 2020, at which time Council authorized additional purchasing authority and appropriation of 9.31%, for a total up to 19.31% of the construction contract (\$249,426.80), for contingency to the Public Works Director, contingent upon City Administrator approval, for potential additional change orders on the project.

Construction of the project was deemed complete on December 22, 2020.

Table 1, below shows of breakdown of the work that was added to or deleted from the original scope of work.

Table 1, Construction Cost Summary and Description of Change Orders

PCO #	Description	Change Order Type	Apprv'd Cost
	Federal Wage Rates	E&O	\$ -
1	Concrete demo related to curb and gutter replacements and miscellaneous other concrete demo	E&O	\$ 11,465.79
2	ADA ramp revisions, dowel detail changes, bus pad changes, SDMH covers	E&O	\$ 14,854.28
3	Sewer Lateral for condensation line	UN	\$ 4,193.40
5	Replace 3 drain inlets	UN	\$ 8,968.06
6	Street sinkhole repair at the SE corner of C Street and Palm intersection	E&O	\$ 5,455.77
7	Frontier potholing work	UT	\$ 2,102.43
9	Street section change, extra FDR costs	CofS	\$ 25,851.64
11	SW corner of F Street and Palm ramp and curb and gutter	CofS	\$ 12,412.27
13	Storm lateral cross drain between SW and SE corner of B Street	E&O	\$ 20,792.25
14	Demo for additional alley approaches on South side of Palm between B & C Streets, and North side of Palm between E & F Streets	CofS	\$ 3,666.30
15	Delay costs from 9/21/20 - 10/2/2020 & show up delay costs at North B&C alley on 9/30/2020.	UT	\$ 9,213.63
17	Brick manhole adjustments	UN	\$ 2,108.18
19	Thinned areas and concrete SD saddles	E&O	\$ 17,429.06
20	Storm drain CVIN damage repair	UT	\$ 1,457.97
21	Alley concrete repair on North alley between B & A Streets	CofS	\$ 1,891.63
22	Misc. tasks requested, remove RR ties, F & E Streets Concrete road demo, & replace curb and gutter at 303 E. Palm Street	UN	\$ 4,723.90
	Final Balance of Quantities Change Order	BQ	\$ 26,499.20

Change Order Total

\$ 173,085.76

Note: Construction Change Orders had been estimated at \$249k. 4Creeks' diligence and creative approach to some of the construction issues reduced the final construction change order amount below estimates and Council's approvals and appropriations.

Original Construction Contract Amount		\$1,291,819.00
Approved Change Orders		\$173,085.76
Errors and Omissions	E&O %	5.4%
Unforeseen	UN %	1.5%
Utilities	UT %	1.0%
Change of Scope	CofS %	3.4%
Balance of Quantities	BQ %	2.1%
	Total Construction Change Order %	13.4%
	Final Construction Contract Amount	\$1,464,904.76

Now that the contractor has fulfilled their contractual obligation for construction of the project, a Notice of Completion (Attachment 1) needs to be recorded with the County Clerk Recorder's office.

Additional Appropriation Needed to Cover Total Project Costs

There are additional costs incurred as part of this project but not included in the construction contract budget amount:

Construction Management	\$236,023.00
Construction Design Support	\$15,000.00
Other Expenses	\$25,000.00
Total Final Project Construction Costs	\$1,740,927.76
Current Appropriation	\$1,733,327.00
Ending Appropriation Needed (to cover project costs)	\$7,601.00

As shown above, the total current appropriation for the E. Palm Street Reconstruction Project falls short of the total final project cost. Accordingly, an additional appropriation of \$7,601.00 is being requested.

Fiscal Impact: This project is being paid for with federal funds from the Surface Transportation Program and Measure R Local funds. The additional appropriation of \$7,601.00 is requested and will bring the project total appropriation in 2020/2021 to \$1,740,928.00 in order to cover the costs of the project and will be from the Measure R Fund (131) and paid from available fund balance. This will have a minor impact to fund balance available for future projects. Staff, City Engineer and the Construction Engineer will now work to close out the project with Caltrans for the \$750,000 federal STP funding which will be reimbursed back to the Measure R Fund.

Prior Council/Board Actions: May 19, 2020 - Council awarded the construction contract to AJ Excavation of Fresno, CA in the amount of \$1,291,819.
 July 28, 2020 - Council authorized purchasing authority of up to 10% of the construction contract (\$129,182) for contingency.

October 13, 2020 – Council authorized additional purchasing authority of 9.31%, for up to a total of 19.31% (\$249,426.80) for contingency and appropriated an additional \$107,327 from the Measure R Fund (131) for current and projected change orders.
Numerous other Council actions are on file pertaining to preliminary engineering and PS&E.

Attachments: Notice of Completion

Recommended motion to be made by Council/Board: I move to accept a Notice of Completion for the construction contract for the E. Palm Street Reconstruction Project, STPL-5195(022), with AJ Excavation, authorize the City Engineer to sign the Notice of Completion, and the City Clerk to file the notice with the County Recorder's Office and appropriate an additional \$7,601.00 from the Measure R Fund (131) to cover total project costs.

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 22nd day of December, 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 AJ Excavation, Inc. whose address is 514 N. Brawley Ave., Fresno, CA 93706, 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:

E. Palm Street Reconstruction Project, between G Street and SR 65, Exeter, CA 93221

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

6. That on February 9, 2021, at a regular meeting of the Council, the City Council of the City of Exeter authorized the filing of the Notice of Completion.

Dated: February 9, 2021,

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

**City of Exeter
Agenda Item Transmittal**

Meeting Date: February 9, 2021

Agenda Item Number: I1

Wording for Agenda: Authorize the City Administrator to enter into negotiations with Mid Valley Disposal of Kerman, Ca in an effort to piggyback a competitive procurement process and develop a franchise agreement for Residential and Commercial Garbage, Recyclable Material, and Organics Waste Collections Services in the City of Exeter and return to Council with a future item for review and consideration of how to proceed with continuing to provide these services.

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

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

Staff recommends that the City Council authorize the City Administrator to enter into negotiations with Mid Valley Disposal of Kerman, Ca in an effort to piggyback a competitive procurement process and develop a franchise agreement for Residential and Commercial Garbage, Recyclable Material, and Organics Waste Collections Services in the City of Exeter and return to Council with a future item for review and consideration of how to proceed with continuing to provide these services.

Summary/Background:

In September of 2009, the City of Exeter entered into a franchise agreement with Sunset Waste Systems to provide solid waste and recyclables services to the City of Exeter beginning December 1, 2009, continuing through November 30, 2016. The agreement allowed for a three-year extension, if mutually agreed to, which would extend the agreement through November 30, 2019.

At the Council meeting of September 9, 2014, an early approval of the optional agreement extension between Sunset Waste Systems and the City of Exeter was granted and the term of the extension was increased to five years, which extended the agreement to November 30, 2021. This was done in consideration of Mid Valley Disposal's purchase of Sunset Waste Systems, Inc. and assumption of all of Sunset's rights and responsibilities as described in City of Exeter's solid waste contract. To memorialize this change, Council approved an Assignment and Assumption Agreement between Sunset Waste Systems, Inc., and Mid Valley Disposal, LLC at the Council meeting of October 14, 2014.

With the impending expiration of the City's current refuse contract on November 30, 2021, staff recently began looking at options for continuing the City's solid waste services. Staff obtained information from the City of Los Banos on their recent competitive procurement process which resulted in Mid Valley Disposal, LLC being awarded their Residential and Commercial Garbage, Recyclable Material, and Organics Waste Collections Services contract (November 2020) for a ten (10) year agreement, with one optional five (5) year extension if mutually agreed to by both parties.

Staff is recommending that City Council authorize the City Administrator to enter into negotiations with Mid Valley Disposal of Kerman, Ca in an effort to piggyback the City of Los Banos competitive procurement process and develop a franchise agreement for Residential and Commercial Garbage, Recyclable Material, and Organics Waste Collections Services in the City of Exeter. Staff would then return to Council with a future item for review and consideration of how to proceed with continuing to provide these services. If negotiations are successful, piggybacking Los Banos' competitive bid process could save a considerable amount of City staff time while ensuring that the City receives the most competitive pricing for solid waste collection services. This potential process is being proposed since the City has been pleased with the operational efficiency and customer service provided by Mid Valley Disposal in the past.

Fiscal Impact: The future fiscal impact of a new contract with Mid Valley Disposal will be contingent upon terms potentially negotiated for a new agreement. Currently the City collects approximately \$1.1 million annually for sanitation services and has had a 3% per year rate increase over each of the past five years. Of the revenue collected, the City receives 20% of the fees as franchise revenue to pay for street sweeping, alley repairs and administration services.

Prior Council/Board Actions: September 2009 – Execution of current agreement.
September 9, 2014 – 5-year extension granted
October 14, 2014 – Council approved an Assignment and Assumption Agreement

Attachments: None

<p>Recommended motion to be made by Council/Board: I move to authorize the City Administrator to enter into negotiations with Mid Valley Disposal of Kerman, Ca in an effort to piggyback a competitive procurement process and develop a franchise agreement for Residential and Commercial Garbage, Recyclable Material, and Organics Waste Collections Services in the City of Exeter and return to Council with a future item for review and consideration of how to proceed with continuing to provide these services.</p>
--

**City of Exeter
Agenda Item Transmittal**

Meeting Date: February 9, 2021

Agenda Item Number: 12

Wording for Agenda: Public Hearing to discuss and 1) consider adoption of Resolution 2021-02 for submittal of a 2020 Community Development Block Grant (CDBG) – Corona Virus (CV) 2&3 Application for \$298,107 to be used for Economic Development Business Assistance, 2) consider adoption of Resolution 2021-03 for approval of City of Exeter Business Assistance Payment Program Guidelines and 3) authorize the City Administrator to execute the subrecipient agreement with Self-Help Enterprises for administration of the program.

Submitting Department: Finance
Contact Name: Chris Tavaréz, Finance Director
Phone Number: 559-592-2755
Email: ctavarez@exetercityhall.com

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**City Administrator
(Initials Required)**

cts

Department Recommendation:

Staff recommends that Council hold a Public Hearing to discuss and 1) consider adoption of Resolution 2021-02 for submittal of a 2020 CDBG – CV 2&3 Application for \$298,107 to be used for Economic Development Business Assistance, 2) consider adoption of Resolution 2021-03 for approval of City of Exeter Business Assistance Payment Program Guidelines and 3) authorize the City Administrator to execute the subrecipient agreement with Self-Help Enterprises for administration of the program.

Summary:

The CARES Act provides extra CDBG funds specifically targeted to prevent, prepare for, and respond to coronavirus. These funds will be allocated to eligible jurisdictions to perform Activities related to COVID-19 response and recovery. CDBG-CV 2 & 3 NOFA provides funding ONLY for the following activities: Assistance to businesses and microenterprises impact by COVID-19 stay-at-home orders and shut-downs, Public Service related to COVID-19 support, Facility improvements related to COVID-19 healthcare and homeless housing needs, Acquisition of real property to be used for the treatment or recovery of infectious diseases in response to COVID-19.

Staff proposes to apply for CDBG-CV 2 & 3 funds to provide Economic Development (Business Assistance) to income eligible business in Exeter impacted by COVID-19 with the ability to meet job retention or creation requirements. Funds are provided as non-competitive, and as an allocation to non-entitlement jurisdictions. The City of Exeter's allocation under the CDBG-CV 2 & 3 NOFA is \$298,017, which includes up to 13% in administrative funds.

A public notice was published in the January 20, 2021, issue of the Sun-Gazette and posted in at regular locations throughout the City notifying the public of this public hearing.

Proposed Guidelines for the Program

The Business Assistance Program guidelines identifies the following:

1. Application will be processed on a first come first served basis.
2. Efforts for nondiscrimination and inclusion.
3. Outreach and Marketing.
4. A business must meet **ALL** of the following criteria to be eligible to apply:
 - a. Must be a private, for profit business.
 - b. Business and/or any owner may not be suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions.
 - c. Businesses must have less than 50 FTE (full-time equivalent employees.)
 - d. The business must have a physical storefront establishment within Exeter's city limits.
 - e. Businesses must have a current Exeter business license or bring current as a result of assistance.
 - f. The business must have experienced a negative impact due to COVID-19, by certifying that the business has experienced at least a 25% reduction in revenue since March 1, 2020 and that grant proceeds will be used for allowable expenses under the Federal CDBG-CV Act guidelines Applicant business cannot have any unremedied City Code violations.
 - g. No national chains. National chains are defined as franchises/for-profit corporations; **except in the case where the franchisee or brand has an Exeter-based owner.**
 - h. Operating **as a business since January 2020.**
 - i. Business may **NOT** be delinquent in State and/or Federal licensing and filings.
5. If CDBG-CV funds are awarded to a business, the business must meet the following requirement:
 - a. Business will create/retain at least **one full-time or full-time equivalent (40 hours/week) low or moderate-income permanent job (LMI Job) within 12 months.** Moderate-income means less than or equal to 80% of the Area Median Income (AMI). See Section 4 of the application for income and details on how to meet the HUD National Objective for jobs.
 - b. If business is retaining LMI job(s) – business must demonstrate clear objective evidence
 - c. That permanent LMI job(s) would be lost without CDBG-CV assistance.
6. Loan will be forgiven over a two-year period as the business meets the required LMI job creation/retention requirement as outlined in the written agreement.
7. A maximum of \$35,000 will be provided for Mortgage/Rent, Utilities (electric, gas, water, sewer, trash and broadband), Payroll and other operating expenses.
8. Applicant may not have received other assistance for the same purpose from any other source. (No multiple assistance for the same expense)
9. Reporting and Invoicing requirements.

Due to the experience of Self-Help Enterprises (SHE) from Visalia, CA in administering this type of program, their experience with applying for this type of funding and to comply best with requirements of CDBG, it is recommended that the City enter into a subrecipient agreement with SHE to administer the program for the City of Exeter.

To begin the program this item's actions would be to:

1. Open the public hearing to accept comments on the City's proposed submittal prepared by Self-Help Enterprises of an application in response to the 2020 State Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA), and to solicit citizen input.
2. Adopt Resolution No. 2021-02 and thereby:
 - a. Review and approve an application for up to \$298,017 under the NOFA for the following eligible activities:

Economic Development – Business Assistance	\$298,017
General Administration (up to 13% of activity funds awarded)	
TOTAL:	\$298,017
 - b. Determine that federal Citizen Participation requirements were met during the development of the application.
 - c. Authorize and direct the City Administrator, or designees, to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of the grant.
 - d. If the application is approved, authorize the City Administrator, or designees, to transfer or modify budget amounts and activities as necessary to fully expend CDBG Program funds and to execute loan documents, Funds Requests, and other required reporting forms.
3. Adopt Resolution No. 2021-03 for City of Exeter Business Assistance Payment Program Guidelines.
4. Authorize execution of a subrecipient agreement with Self-Help Enterprises for administration of the program (if approved).

Background:

CDBG Program regulations require that the City conduct a public hearing on all CDBG-related matters to provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas in which CDBG funds are used. Therefore, when the public hearing is opened, the public will be invited to comment on the City's proposed submittal of a 2020 CDBG Coronavirus Response Round 2 & 3 (CDBG-CV2&3) Grant application and to make their comments known on the proposed activities.

Eligible activities paid for with State CDBG funds must meet one of the three National Objectives listed in CDBG Federal Statutes as follows: benefit to low-income households or persons (also called Low/Mod Benefit), slum and blight (addressing physical problems in specific neighborhoods) or meeting urgent community development need (a need resulting from a state or federal declared disaster or posing unforeseen risks to health and safety). In addition, eligible activities must be used directly to prevent, prepare for or respond to COVID-19 and meet CDBG requirements as provided and directed by HCD in the published NOFA and outlined in their plan as follows:

- Public services to respond to COVID-19 impacts
- Public facility improvements to increase capacity for healthcare facilities and improve public facility safety
- Housing facilities for persons experiencing homelessness, including acquisition and rehabilitation

- Economic development to support needs of local businesses to retain and bring back jobs impacted by COVID-19

CDBG-CV funds will be disturbed through a simplified application via the Grants Network portal online grant management system and are available to non-entitlement jurisdictions. Awards will be announced as applications are approved for funding. Deadline for submittals vary based on activity type, with Public Service Applications being due February 12, 2021 and Economic Development Applications due March 5, 2021

Applicants can apply for a total of three (3) Activities, not to exceed the predefined allocation (\$298,017 for Exeter) under rounds two and three of the NOFA. All activities funded under this NOFA will have a 24-month expenditure period. All Applicants must show a relationship between the need for services and COVID-19 impacts and will be required to complete documentation indicating no Duplication of Benefits (DOB) at the time of application, as well as throughout the expenditure period.

Fiscal Impact: The cost for preparation of the CDBG application by Self-Help Enterprises is \$2,500 to be paid for out of the City's Business Improvement Fund. Administration of the program will be done by Self-Help Enterprises and will be paid for out of 13% of the \$298,017 grant allowed for administration.

Prior Council/Board Actions: None

Attachments:

Resolution 2021-02, Authorization for CDBG CV2&3 Grant Agreement

Resolution 2021-03, Business Assistance Payment Program Guidelines

Draft City of Exeter Business Assistance Payment Program Guidelines and City of Exeter CDBG CV2&3 Application

Draft City of Exeter and Self-Help Enterprises Subrecipient Agreement for Business Assistance Program

Recommended motion to be made by Council/Board: I move to adopt Resolution 2021-02 and 2021-03 as presented and authorize the City Administrator to execute the subrecipient agreement with Self-Help Enterprises for administration of the program.

RESOLUTION 2021-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER
APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 2 & 3 (CDBG-CV2&3) NOTICE OF
FUNDING AVAILABILITY (NOFA) DATED DECEMBER 18, 2020**

BE IT RESOLVED by the City Council of the City of Exeter as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$298,017 for the following CDBG-CV 2 & 3 activities, pursuant to the December 2020 CDBG-CV 2 & 3NOFA:

Economic Development – Business Assistance	\$298,017
--	-----------

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$100,000 for the CDBG-CV 2 & 3 activities described in Section 1, if available.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the City Administrator, or designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Administrator, or designee, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Administrator, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED, ADOPTED AND APPROVED this 9th day of February 2021 by the following vote:

AYES:
ABSENT:
NOES:
ABSTAIN:

MAYOR

ATTEST:

CITY CLERK Shonna Oneal

RESOLUTION 2021-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER APPROVING
GUIDELINES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CORONA VIRUS (CV) BUSINESS ASSISTANCE PROGRAM**

WHEREAS, the City of Exeter, a political subdivision of the State of California, has established Program Guidelines which govern the administration of its CDBG CV Business Assistance Program; and

WHEREAS, the City desires to adopt the Guidelines as presented at the City Council meeting on February 9, 2021 for the Business Assistance Program to comply with HCD requirements of the CDBG Program; and

WHEREAS, the City Administrator and City Attorney are authorized to approve and implement minor non-conforming changes; and

IT IS NOW THEREFORE RESOLVED THAT, the City adopts the attached Guidelines for the CDBG CV Business Assistance Program.

PASSED, ADOPTED AND APPROVED this 9th day of February 2021, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

MAYOR

ATTEST:

CITY CLERK Shonna Oneal



Exeter CDBG-CV

COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID SMALL BUSINESS RELIEF STABILIZATION PROGRAM GUIDELINES & APPLICATION

Funding is limited. Awards will be on a first-come, first-eligible basis

PROGRAM GUIDELINES

I. Summary

Community Development Block Grant is a federally funded program under section. City CDBG-CV funds may be used to secure economic opportunities for low-and moderate-income persons. CDBG-CV funds are targeted to business of the City that have the highest adverse impact as a result of the Coronavirus.

II. Purpose

The Exeter Small Business Stabilization Program (SBSP) is designed to promote economic stability by providing immediate relief in the form of a one-time forgivable loan for essential operating expenses to Exeter small businesses negatively impacted by COVID-19.

The goals of this program are:

- 1. Help small businesses survive the COVID-19 crisis.**
- 2. Retain employment and continue to pay employees.**
- 3. Maintain the provision of goods and services for Exeter residents.**

III. Funding

The maximum CDBG-CV award will be \$35,000 upon approval and in compliance with CDBG-CV criteria.

IV. Eligibility

A business must meet **ALL** of the following criteria to be eligible to apply:

- Must be a private, for profit business.
- Business and/or any owner may not be suspended, debarred, proposed for debarment,



declared ineligible, or voluntarily excluded from participation in federal transactions.

- Businesses must have less than 50 FTE (full-time equivalent employees.)
- The business must have a physical storefront establishment within Exeter's city limits.
- Businesses must have a current Exeter business license or bring current as a result of assistance.
- The business must have experienced a negative impact due to COVID-19, by certifying that the business has experienced at least a 25% reduction in revenue since March 1, 2020 and that grant proceeds will be used for allowable expenses under the Federal CDBG-CV Act guidelines. Applicant business cannot have any unremedied City Code violations.
- No national chains. National chains are defined as franchises/for-profit corporations; **except in the case where the franchisee or brand has an Exeter-based owner.**
- Operating **as a business since January 2020.**
- Business may **NOT** be delinquent in State and/or Federal licensing and filings.

If CDBG-CV funds are awarded to a business, the business must meet the following requirement:

- Business will create/retain at least **one full-time or full-time equivalent (40 hours/week) low or moderate-income permanent job (LMI Job) within 12 months.** Moderate-income means less than or equal to 80% of the Area Median Income (AMI). See Section 4 of the application for income and details on how to meet the HUD National Objective for jobs.
- If business is retaining LMI job(s) – business must demonstrate clear objective evidence

2020 CDBG Income Limits								
Area Median Income	1	2	3	4	5	6	7	8
Very Low Income 30%	14,700	16,800	18,900	20,950	22,650	24,350	26,000	27,700
Low Income 60%	29,400	33,600	37,800	41,940	45,300	48,660	52,020	55,380
Moderate Income 80%	39,150	44,750	50,350	55,900	60,400	64,850	69,350	73,800

That permanent LMI job(s) would be lost without CDBG-CV assistance.

V. Terms

Loan will be forgiven over a two-year period as the business meets the required LMI job creation/retention requirement as outlined in the written agreement.

VI. Eligible Uses (CDBG-CV funds can be used for):

- Rent Mortgage
- Utilities
- Payroll
- Other operating expenses

VII. Ineligible Uses (CDBG-CV funds cannot be used for):

- Loan Payments to Small Business Assoc. (SBA)
- Governmental Uses or Expenses
- Political Activities, Personal Property, or Savings

VIII. Application Process

Applicants must complete and submit a funding application to Self-Help Enterprises (SHE). Applications will be reviewed on a first-come, first-eligible served basis. All required supporting documentation **MUST** be submitted with completed application in order to be considered for CDBG-CV funding.



Applicants will be notified of their application's approval or rejection and funding amount, by Self-Help Enterprises staff. Amount of funding awarded to a business will be based on need. Once program funding is exhausted, other qualified applicants will be placed on a waiting list if/when additional funds become available.

****REQUIRED DOCUMENTS****

You will not be able to leave and return to your application. Ensure you have the following documents ready to upload before beginning this form:

- (1) Business License**
- (2) Proof of Insurance**
- (3) Financial Statement that includes (a) Income Statement, (b) Balance Sheet, (c) Statement of Cash Flows**
- (4) Current signed IRS Tax Return**

**You will also need the following information to fill out the form:
DUNS number, and Tax ID/EIN**

IX. Review Process

The following priorities will be considered when awarding funds:

- The business provides jobs to low-income individuals.
- The number of jobs that the business sustains during a normal business cycle (pre COVID-19 levels).
- The business demonstrates that it has lost a significant share (50% or more) of revenue due to the COVID-19 pandemic.
- The business demonstrates a strong chance of remaining open post COVID-19.
- The business has operated consistently for two years.
- Duplication of benefits statement
- Ethnicity/race demographics for federal reports
- Documentation of all client expenses
- All eligibility criteria has been met.

X. Nondiscrimination and Inclusion

Title VI of the Civil Rights Act of 1964 requires that, "No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." We strongly encourage under-represented and non-English speaking families in your community have a fair chance of receiving assistance. Steps could include:

- Working with services providers that serve primarily race and ethnic minority groups to announce the availability of assistance to hard-to-reach residents
- Allowing non-English speaking residents a fair amount of time to apply and gather the necessary documentation, and providing translation or other language support
- Accessing [COVID-19 racial equity and social justice resources](#).

XI. Outreach and Marketing

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure



nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies.

The Program Operator will work with local non-profits and other services providers to explain the Program requirements for eligible businesses. Local non-profits and other service providers will also be encouraged to have their customers participate in the Program.

Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

XII. Required Reports

A. Financial Reports

CDBG grants must be administered on a reimbursement basis. To request a monthly reimbursement, Subrecipient must submit the following items:

- Invoice
- General ledger of CDBG eligible expenses
- Timesheets
 - *Timesheets must:*
 - Discern between hours charged and not charged to CDBG
 - Approved and signed by a supervisor
- Mileage claims if applicable
 - *Mileage claims must:*
 - Indicate employee name, travel dates, departure and destination addresses, and mileage claim amounts.
 - Approved and signed by a supervisor
 - Travel dates must coincide with CDBG timesheet dates
- CDBG supplies invoices

A. Program Reports

Monthly program reports shall include the following items:

- Performance Tracker Report



- Monthly narrative highlighting progress in meeting objectives

Please submit financial and program reports to Finance Director by the 10th of each month.

B. RECORD KEEPING

1. Client files must contain the following items:
 - a. Intake application
 - b. Current proof of income for ALL household members 18 and older *or* primary client presumed LMI supporting documentation Proof of hardship related to COVID-19
 - c. Duplication of benefits statement Ethnicity/race demographics for federal reports
 - d. Documentation of all client expenses
 - e. Business assistance use of funds documentation

C. Retention Period

All CDBG files must be maintained for a ***minimum of five (5) years*** after the completion of the program, in order to allow access for audit and public examination. The retention period starts when the final expenditure report is submitted. If any litigation, claim, or audit is started before the expiration of the 5- year period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Guidelines and Application are available at: www.selfhelpenterprises.org

Complete applications should be submitted to:
Self-Help Enterprises
CovidRelief@selfhelpenterprises.org or
P.O. Box 6520, Visalia, CA 93291

Questions should be directed to Ashley Young, Manager, (559) 802-1273 or ashleyy@selfhelpenterprises.org





CDBG-CV Small Business Stabilization Loan Application

1. BUSINESS INFORMATION

Business Name: _____

Business Owner Full Name: _____

Business Address: _____

City/ State/ Zip: _____

Business Owner Address: _____

City/ State/ Zip: _____

Business Phone: _____ Email Address: _____

Website: _____ Contact Phone: _____

Type of Business (please list usual activities): _____

Does the business have a storefront within the City? Yes No

Does the business own or lease the building it occupies? Yes No

Was your business forced to shut down due to COVID-19? Yes No

Is the business veteran owned? Yes No

Is the business minority owned? Yes No

Is the business women owned? Yes No

City of Exeter Business License# _____ Start Date: _____

Tax ID#/EIN # _____ DUNS#: _____

The DUNS# is required for all federally funded programs. Obtaining a DUNS number is free. Obtain one by calling 1-866-705-5711 or by applying online at <http://fedgov.dnb.com/webform>. If awarded funds, you must also register your business with SAM.GOV. This is a free service. Please create a user login and follow the steps to register the business with SAM.GOV. **Registration is required.*

FUNDING REQUEST: \$ _____ (The maximum is \$35,000)

Grant requests may not be fully funded due to availability and/or the approved grant expenses.

How did you hear about this program: _____

Organizational Structure (check one):

- Sole Proprietorship
- Corporation
- General Partnership
- Limited Liability Company (LLC)
- Limited Partnership (LP)
- Limited Liability Partnership (LLP)
- Other:



2. ESTIMATED ADVERSE ECONOMIC IMPACT (Pre February 1, 2020 and Post February 1, 2020):

- a. How has your business been impacted by COVI D-19? (Example: Sales decline in dollars, walk in traffic, etc.)

- b. Describe what adverse economic effects COVID-19 has had on your business to date.

- c. What is your recovery plan?

- d. Is the owner of the business also an employee of the business?

- e. How many full-time (FT) and part-time (PT) employees did you employ prior to COVID-19? (Pre-February 1, 2020). Owner included if an employee of the business.

- f. How many full-time (FT) and part-time (PT) employees do you currently employ? How has this number changed? (Post February 1, 2020) Owner included if an employee of the business.

- g. Proposed number of full-time (FT) and part-time (PT) positions that will be created or retained with CDBG-CV funds. FT ___ PT___ (include the owner if an employee of the business)

- h. Will you be retaining or creating a Full Time equivalent (FTE) job with these loan funds? (Full time equivalent job is any one employee working 40 hours or multiple employees working a total of 40 hours - the owner can be included in this number if he/she is an employee of the business)
 - 1. Job title(s): _____
 - 2. List special skills or education required for each position. _____
 - 3. Expected time needed to hire (number of days following receipt of funds): _____
 - 4. Hourly Rate: _____
 - 5. Average hours per week per employee: _____
 - 6. How/where will the position be advertised? _____
 - 7. Is this position held by the owner? Yes No
 - 8. Notes you would like to provide for consideration. _____



4. MEETING THE JOBS REQUIREMENTS

All CDBG-CV-funded activities must create or retain **Low or Moderate Income (LMI) Jobs** - jobs that are held by or made available to low and moderate- income (LMI) persons. HUD defines LMI person whose earnings are less than 80% of the area median income by family household size. **See *Income Limit Chart at bottom of this page.***

The applicant must satisfy the following LMI job objectives of the CDBG-CV program:

Low or Moderate Income (LMI) Job - The business must **create or retain** permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LIM person.

The following requirements must be met for jobs to be considered created or retained.

1. If a Business **creates jobs**, there must be documentation (Employee Certification Form) indicating that at least 51 percent of the jobs will be held by or made available to, LMI persons.
2. If a Business **retains jobs**, there must be sufficient information documenting that the jobs would have been lost without the CDBG-CV assistance and that one or both of the following applies to at least 51 percent of the jobs:
 - The owner of the business is a LMI person (Employee Certification Form Required at award); or
 - The job is held by a LMI person (Employee Certification Form); or
 - The job can reasonably be expected to turn over within the following two years and steps will be taken to ensure that the job will be filled by or made available to a LMI person.

The following requirements apply for jobs to be considered **available** to or held by LMI persons.

1. Created or retained jobs are only considered **available** to LMI persons when:
 - Special skill that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and
 - The grantee and the assisted business take action to ensure that LMI persons receive first consideration for filling such jobs.

Income Limit Chart:

HUD 80% AMI limits, per household size, for Tulare County, California			
1 person ≤ \$39,150	2 person ≤ \$44,750	3 person ≤ \$50,350	4 person ≤ \$55,900
5 person ≤ \$60,400	6 person ≤ \$64,850	7 person ≤ \$69,350	8 person ≤ \$73,800



5. DISCLOSURE ASSURANCES AND SIGNATURES

Applicant agrees that the acceptance of this application does not commit the City to enter into an agreement, to pay any costs incurred in its preparation, to participate in subsequent negotiations, or to contract for the project. Further, the acceptance of this application does not constitute an agreement by the City that any contract will be entered into by the City. The City expressly reserves the right to reject any or all applications or to request more information from the applicant.

The applicant also agrees that the City will only consider funding for an application that has been completed in full, met all eligibility requirements and has attached all supporting documentation. Applicant hereby certifies that all information contained in this document and any attachments is true and correct to the best of the applicant's knowledge.

The City, the Comptroller General of the United States, or any duly authorized representatives, will have access to any books, documents, papers and records that are directly related to the program assistance for the purposes of monitoring, making audits, examination, excerpts, and transcripts. All records supporting the costs will be maintained for a period not less than 5 years following completion of the program agreement period, agreement termination, or default, whichever shall first occur.

No person who is an employee, agent, consultant, officer, appointed official, or elected official of the City of Exeter who exercises or has exercised any functions or responsibilities with respect to CDBG-CV activities, or is in a position to participate in a decision-making process, or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit, or have interest in any program assistance, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Hiring or retaining a LMI job is a condition of receiving CDBG-CV funding and must be created/retained prior to award of funds. Recipient of funds will be required to report monthly for a one-year period after the job creation/retention has occurred. The Written Agreement will further outline CDBG-CV requirements during the one-year period. A recipient will be required to repay CDBG-CV funds if LMI job creation/retention is not fulfilled within the one-year period.

I UNDERSTAND AND BY SIGNING, AGREE:

All information I have provided in this application is true and correct to the best of my knowledge. I agree to notify you promptly in writing upon any material change in the information provided herein. You are authorized to make such inquiries, as you deem necessary and appropriate to verify the accuracy of this application.

I also agree to comply with nondiscriminatory employment practices and Affirmative Action Programs under Title VI and Section 112 of the Civil Rights Act of 1964 and applicable provisions of federal statutes and regulations concerning equal employment opportunity laws and civil rights laws, and the provisions of the Americans with Disabilities Act. Grant recipients must give equal consideration to all qualified job applicants and treatment of employees without regard to race, color, religion, sex (including pregnancy, gender identity and sexual orientation) national origin, age (40 or older), disability.

Signature · Business Owner

Date

Signature - Business Owner

Date

**CITY OF EXETER
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, entered this 9 day of February, 2021 by and between the City of Exeter, California, a municipal corporation, (GRANTEE) and Self-Help Enterprises (SUBRECIPIENT).

WHEREAS, the California Department of Housing and Community Development, hereinafter "HCD", is authorized to allocate Community Development Block Grant Program, hereinafter "CDBG" funds made available from the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", as, as authorized under Title I of the Housing and Community Development Act of 1974, as amended, and implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, GRANTEE is a recipient of CDBG funding for use in funding eligible activities furthering established national objectives to benefit its low and moderate income employees as defined in the Act; and

WHEREAS, GRANTEE in accordance with its 2019-2024 Housing Element, desires to provide CDBG funds to SUBRECIPIENT, for activities and services, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, pursuant to City Resolution No. 2021-02, the City Administrator is authorized to execute CDBG Agreements, on behalf of GRANTEE, that are within available allocated CDBG funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall commence on February 10, 2021, unless terminated earlier pursuant to the terms of this Agreement, shall continue until for five years. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG and/or HOME funds or other CDBG and/or HOME assets, including Program Income.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE will also perform the services set forth in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with the CDBG and HOME requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208 and HOME statewide goals.

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by GRANTEE, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to GRANTEE, in a form acceptable to GRANTEE, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within thirty days of the close of each quarter.

SUBRECIPIENT shall ensure the CDBG grant funds provided by GRANTEE are clearly identified as subawards and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID(DUNS):
- State Award Identification Number: (CDBG Grant#)
- State Award Date:
- Period of Performance:
- Federal/State Funds Obligated by this Agreement:
- Total Federal/State Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal/State Award:
- Federal/State Award project description:
- Name of State awarding agency: Dept. of Housing and Community Development
- Name of pass-through entity: City Exeter, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award:

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program;

- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 200 as amended by 24 CFR 570.502, and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of three years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the three year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the GRANTEE to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal or state auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to pay/reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a portion of the grant of CDBG funds as described herein, as proscribed in Exhibit "B." It is expressly agreed and understood that the total amount to be provided by GRANTEE under this Agreement shall not exceed FOUR HUNDRED THOUSAND Dollars and 00/100 (\$400,000).

SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within forty-five days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within ten business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SUBRECIPIENT understands and agrees the availability of CDBG funds is subject to the control of HUD, other federal agencies, HCD, or other state agencies and should the CDBG funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate CDBG funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by HUD, HCD and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

5. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of CDBG funds governed by this and/or HOME program income (as defined at 24 CFR 570.500(a)) shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, state guidelines and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information GRANTEE designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women 's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal/State agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

7. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to GRANTEE and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

GRANTEE shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

8. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any CDGB funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

9. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a

parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG -assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG -assisted activity, or with respect to the proceeds of the CDBG -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit "D ". Upon written request, GRANTEE may grant an exception to the conflict of interest provisions on a case-by-case basis.

10. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City/County, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set forth in Exhibit "E".

11. CLOSEOUT AND REVERSION OF ASSETS

GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT .

Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to GRANTEE any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to GRANTEE shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse GRANTEE the a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

12. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, GRANTEE may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

13. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the GRANTEE within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

14. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning GRANTEE under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to GRANTEE.

15. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, County, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE within forty-five days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, County, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to GRANTEE for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by GRANTEE without prior written approval.

16. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall

retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

17. INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by GRANTEE, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend

GRANTEE and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

18. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE

City of Exeter
C/O Adam Ennis,
City Administrator
100 North C Street
Exeter, CA 93221

SUBRECIPIENT

Self-Help Enterprises
C/O Susan Long, Program Director
8445 W Elowin Ct
P.O. Box 6520
Visalia, CA 93290

19. AMENDMENTS

GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

20. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE.

21. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining

provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

22. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

25. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

26. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

27. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

28. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse GRANTEE for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

30. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Tulare County, California.

31. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

32. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

33. NO THIRD PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

34. NO WAIVER

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the GRANTEE's right to take other or further action in any circumstances without notice or demand.

35. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, its agents, employees or attorneys in entering into this Agreement.

36. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

37. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Exeter, California, the day and year first above written.

Addresses:

GRANTEE:

SUBRECIPIENT:

City of Exeter
Attention: Adam Ennis
City Administrator
100 North C Street
Exeter, CA 93221
Phone: (559) 592-3710
FAX: (559) 592-3556

Self-Help Enterprises
Attention: Susan Long
Program Director
8445 W Elowin Ct
P.O. Box 6520
Visalia, CA 93290
Phone: (559)802-1630
FAX: (559) 651-3634

Attachments:

- EXHIBIT A: SCOPE OF WORK
- EXHIBIT B: PROPOSED BUDGET
- EXHIBIT C: INSURANCE REQUIREMENTS
- EXHIBIT D: CONFLICT OF INTEREST
- EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

GRANTEE
CITY OF EXETER

SUBRECIPIENT
SELF-HELP ENTERPRISES

Adam Ennis, City Administrator

Thomas Collishaw, CEO/President

Addresses :

GRANTEE:
City of Exeter
Attention: Adam Ennis
City Administrator
100 North C Street
Exeter, CA 93221
Phone: (559) 592-3710
FAX: (559) 592-3556

SUBRECIPIENT:
Self-Help Enterprises
Attention: Susan Long
Program Director
8445 W Elwin Ct .
P.O. Box 6520
Visalia, CA 93290
Phone: (559) 802-1630
FAX: (559) 651-3436

Attachments :

EXHIBIT A: SCOPE OF WORK
EXHIBIT B: PROPOSED BUDGET
EXHIBIT C: INSURANCE REQUIRMENTS
EXHIBIT D: CONFLICT OF INTEREST
EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS

EXHIBIT A
SCOPE OF WORK

Matrix Code: 18A ED Assistance
National Objective: 24 CFR 570.207(b)(4)
CDBG Eligibility: Emergency Grants

Project Description:

Self-Help Enterprises will offer a Business Assistance Program:
Forgivable Loans will provided income eligible (at or below 80% of county AMI) business owners and/or create/retain job for those with incomes at or below 80% of the county AMI, in the City limits of Exeter, for items such as operating expenses and working capital, for a period acceptable under the Notice of Program Rules, Waivers, and Alternative Requirements, Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs Item III.B.5.(f)(i).

Records to Be Maintained

The subrecipient shall maintain records including, but not limited to:

Basic Activity Information

The SUBRECIPIENT shall maintain a project file that contains a full description of each activity assisted with CDBG and funds, including its location, the amount of CDBG funds budgeted, obligated and expended for the activity, and the eligibility and national objective under which it is eligible.

Data on the extent to which each racial and ethnic group and have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

Data will be collected to document duplication of benefits at application and will be collected throughout the expenditure period and provided to the City.

Financial Management Records

The SUBRECIPIENT shall maintain financial records in accordance with the applicable requirements listed in Sec. 570.502, including source documentation.

The project file must document how the CDBG funds are expended. Such documentation must include, to the extent applicable:

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual expenditures,

- Construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

National Objective Compliance - Low Mod Job Activities (LMJ)

The SUBRECIPIENT shall maintain records for each job created/retained, including:

- The total cost of the activity, including both CDBG and non-CDBG funds.
- a determination of beneficiary's household size and estimated annual income (as defined under the 24 CFR 5.609) completed and signed by the SUBRECIPIENT supported by income self-certifications.

SUBRECIPIENT shall ensure the CDBG grant and program income funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME: Self-Help Enterprises
- Subrecipient ID (DUNS): 056179906
- State Award Identification Number:
- State Award Date:
- Period of Performance:
- Funds Obligated by this Agreement: CDBG CV-2&3 Grant and Program Income
- Total Funds Obligated to SUBRECIPIENT: \$398,017
- Total Amount of the Award: \$298,017
- Award project description: See Exhibit A - Scope of Work
- Name of awarding agency: CA Dept. of Housing and Community Development
- Name of pass-through entity: City of Exeter, California
- Award Official Contact Information: See Section 18 - Notices
- CFDA Number:
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 21.97%

**EXHIBIT B
PROPOSED BUDGET**

#	Line Item	Approved Budget
1	Salaries	\$21,250
2	Fringe Benefits	\$7,013
3	Professional Services	\$350
4	Supplies & Equipment	\$450
5	Rent / Lease / Utilities	\$1,120
6	Utilities / Telephone	100
7	Mileage / Transportation	\$500
8	Other: Indirect Cost Rate (approved 21.97%)	\$6,209
9	Other: Education & Outreach	\$750
10	Other: Business Assistance Payments	\$259,275
	TOTAL	\$298,017

EXHIBIT C

INSURANCE REQUIREMENTS Agreement between City of Exeter ("CITY") and Self-Help Enterprises ("SUBRECIPIENT")

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury, " "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) that includes Cyber Liability (Privacy and Data breach) insurance appropriate to SUBRECIPIENT profession.

MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions) & (Privacy & Data breach coverage):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) SUBRECIPIENT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations,

claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 010413.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) with Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SUBRECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs

first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUBRECIPIENT, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SUBRECIPIENT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultant, sub-consultant, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement, SUBRECIPIENT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance

documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, SUBRECIPIENT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SUBRECIPIENT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

**EXHIBIT D
CONFLICT OF INTEREST**

		YES*	NO
1	Are you currently in litigation with the City of Exeter or any of its agents?	<input type="checkbox"/>	X
2	Do you represent any firm, organization or person who is in litigation with the City of Exeter?	<input type="checkbox"/>	X
3	Do you currently represent or perform work for any clients who do business with the City of Exeter?	<input type="checkbox"/>	X
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Exeter, or in a business which is in litigation with the City of Exeter?	<input type="checkbox"/>	X
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Exeter employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	X
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	X
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Date _____

Thomas J. Collishaw, President/CEO

Self-Help Enterprises
8445 W Elowin Ct
Visalia, CA 93290

Additional page(s) attached.

EXHIBIT E
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from

EXHIBIT E
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, " and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that

implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

**City of Exeter
Agenda Item Transmittal**

Meeting Date: February 9, 2021

Agenda Item Number: 13

Wording for Agenda: Determine an appointment and term selection process and consider applicants for appointment as Measure P Oversight Committee Members.

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

Department Recommendation:

Staff recommends that the Council determine an appointment and term selection process and consider applicants for appointment as Measure P Oversight Committee Members.

Summary:

On January 26, 2021 the Council adopted Resolution 2021-01 creating the Transactions and Use Tax Oversight Committee, known as the Measure P Oversight Committee, in accordance with Ordinance 694. A copy of Resolution 2021-01 and Ordinance 694 are attached. During discussion of this item, Council requested that determining an appointment and term selection process and consideration of applicants for appointment as Measure P Committee Members be brought back to Council once there was time to review the applications that were received. This item is being brought forward for that purpose.

The committee would act in a community advisory role to the Council regarding the use of Measure P revenues. The committee will review the annual revenues from the *City of Exeter Transactions and Use Tax (Measure P)* and the proposed annual budget expenditures and present opinions to the Council regarding the expenditures being consistent with the desires of the community. City staff would assist the committee as needed.

The number of committee members has been set by the Council at seven (7) and all committee appointments are by and at the pleasure of the Council. The standard lengths of appointment will be for four years, however, the initial appointments will be equally divided, as closely as possible, with two and four-year terms to allow for future staggering of four-year terms. The committee will meet at a minimum once per year, but potentially two to four times per year, during budget preparation or amendment. The committee meetings will be conducted in accordance with the Brown Act, being open to the public and public comment with agendas posted a minimum of 72 hours in advance. The parliamentary procedure followed by the committee will be the Robert's Rules of Order. The committee will issue an annual report that will be presented to City Council.

Background: As directed by Council on December 8, 2020, staff developed a committee application and information sheet for placement on the City website, Facebook page and in the December utility bills and presented to community groups in person and through email. The information sheet presented the purpose of the group, organization, anticipated schedule of

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**City Administrator
(Initials Required)**



meetings and responsibilities of the committee. Applications were due to the City Clerk's office by January 19, 2021. The City Clerk received 11 applications which are attached.

A submittal was made to the California Department of Fee and Tax Administration (CDFTA) in January to develop the agreement with them to collect the tax and send the quarterly disbursements to the City. A recommended initial expenditure plan has been provided for the Council's review and comment. The plan is now ready to be taken to the Measure P Oversight Committee for review in February. In March staff could then bring the initial expenditure plan, with Oversight Committee comments, back to Council for final adjustments and approval for the mid-year budget adjustment. This schedule would provide for having a budget in place for the new revenues prior to the beginning of the tax collection in April and the first disbursement to the City by early July.

Fiscal Impact: None with this item. In other agenda items fiscal impacts due to the revenue measure and the associated initial expenditure plan will be determined.

Prior Council/Board Actions: Miscellaneous Council actions over the last three years regarding the revenue measure and associated oversight committee.

Attachments: Ordinance 694
Resolution 2021-01
Submitted Applications For The Measure P Oversight Committee

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

- 1) Proceed with the appointment and term selection process as discussed; or
- 2) Appoint the Measure P Oversight Committee members, and associated terms, as discussed.

ORDINANCE 694

AN ORDINANCE ADDING CHAPTER 3.22 TO TITLE 3 OF THE EXETER CODE OF ORDINANCES TO PROVIDE FOR AN ADDITIONAL ONE PERCENT (ONE CENT) LOCAL TRANSACTIONS AND USE (SALES) TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, TO PROVIDE FUNDS TO MAINTAIN LOCAL CITY SERVICES INCLUDING POLICE, STREET MAINTENANCE, PARK MAINTENANCE, YOUTH RECREATIONAL PROGRAMS AND OTHER SERVICES

WHEREAS, in the last several years, State government has taken hundreds of thousands of dollars from Exeter;

WHEREAS, as cities Exeter's size will not be getting any significant help from the State or Federal governments during this pandemic, our City and community must continue to be self-reliant and self-sufficient;

WHEREAS, voter-approved local funding requires that all funds raised stay in Exeter, and not one penny can be taken by the Federal, State or County governments;

WHEREAS, people choose to live in Exeter because of its small-town character, high quality of life, and quality City services, and the City seeks to maintain streets, quality parks, youth recreational programs and senior services, while ensuring Exeter neighborhoods and public areas are clean and safe, making the community a more desirable place to live, do business, and raise a family;

WHEREAS, engineering experts have found Exeter's streets and roads to be below average, or "very poor," and the City must address these safety road repairs before they get even worse and more expensive in the future;

WHEREAS, the Exeter Police Department has reduced crime, with over 500 fewer incidents in the last year alone--and the City wants to keep this momentum going in maintaining response times, solving crimes and keeping the city safe;

WHEREAS, the proposed measure includes fiscal accountability provisions such as public disclosure of all spending and annual independent financial audits; and

WHEREAS, all funds remain in the City of Exeter and cannot be taken by the Federal, State and County government;

THE PEOPLE OF THE CITY OF EXETER DO ORDAIN AS FOLLOWS:

SECTION I. AMENDMENT OF CODE.

The City of Exeter Code of Ordinances is hereby amended by the addition of a new Chapter to Title 3 (Revenue and Finance) to read as follows:

CHAPTER 3.22 TRANSACTIONS AND USE TAX

Sec. 3.22.010 Title.

This ordinance shall be known as the City of Exeter Transactions and Use Tax Ordinance of 2020.

Sec. 3.22.020 Definitions.

The following words and phrases shall be defined as set forth in this Ordinance, except that any term or phrase not defined in this Ordinance shall have the same meaning as that term or phrase is defined in Parts 1.6 and 1.7 of the California Revenue and Taxation Code:

(a) "City" means City of Exeter.

(b) "Operative date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance by vote of the electorate on November 3, 2020.

(c) "Ordinance" means the City of Exeter Transactions and Use Tax Ordinance of 2020.

(d) "State" means the State of California.

Sec. 3.22.030 Purpose.

This Chapter of the Exeter Code of Ordinances is adopted for the following (and among other) purposes, and directs that the provisions hereof be interpreted liberally in order to accomplish all of its lawful purposes:

(a) To impose a retail transactions and use tax in accordance with the provisions of California Revenue and Taxation Code Sections 7251 et seq., and Section 7285.9, which authorizes the City to adopt this Ordinance if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

(b) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(c) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization/California Department of Tax and Fee Administration in administering and collecting the California State Transactions and Use Taxes.

(d) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will, to the degree possible consistent with the provisions of Parts 1.6 of Division 2 of the California Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

(e) To provide transactions and use tax revenue to the City to be used for the general governmental purposes of the City and with any transactions and use tax revenue received being placed into the City's general fund.

Sec. 3.22.040 Contract with State.

Prior to the Operative Date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this Ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Sec. 3.22.050 Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a transactions tax is imposed upon all retailers in the incorporated territory of the City at the rate of one percent (1.0%) of the gross receipts of the retailer from the sale of all tangible personal property sold at retail within the territory of the City on and after the Operative Date of this Ordinance.

Sec. 3.22.060 Place of Sale.

For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer, unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination, or unless as otherwise required by applicable law. The gross receipts from the sale shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State.

Sec. 3.22.070 Use Tax Rate.

An excise tax is hereby imposed on the storage, use, or other consumption in the City of tangible personal property purchased from any retailer on or after the Operative Date of this Ordinance for storage, use or other consumption in said territory of the City at the rate of one percent (1.0%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State transactions or use tax regardless of the place to which delivery is made.

Sec. 3.22.080 Adoption of Provisions of State Law.

Except as hereinafter provided, and except insofar as they are inconsistent with the provisions of Parts 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are adopted, incorporated and made a part of this Ordinance as though fully set forth in it.

Sec. 3.22.090 Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the California Revenue and Taxation Code:

(a) Wherever the State of California is named or referred to as the taxing agency, the name of the City of Exeter shall be substituted. However, the substitution shall not be made when:

(1) The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Equalization (or refers to the California Department of Tax and Fee Administration), State Treasury, or the Constitution of the State of California;

(2) The result of that substitution would require action to be taken by or against the City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization/ California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance;

(3) In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

A. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

B. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

(4) In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the California Revenue and Taxation Code.

(b) The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Sec. 3.22.100 Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the California Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

Sec. 3.22.110 Exemptions and Exclusions.

(a) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

(b) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

(2) Sales of property to be used outside the City which is shipped to a point outside the City pursuant to the contract of sale by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

A. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

B. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(3) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Ordinance.

(4) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this Ordinance.

(5) For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(c) There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

(1) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

(2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

(3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

(4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

(5) For the purposes of subsections (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(6) Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

(7) "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(d) Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Sec. 3.22.120 Amendments.

All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become adopted and a part of this Ordinance without further action of the City Council of the City of Exeter or the City's electorate, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance. The City Council may amend this Ordinance to comply with applicable law or as may be otherwise necessary in order to further the Ordinance's stated purposes.

Sec. 3.22.130 Prohibition on Enjoining Collection.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected under this Ordinance.

Sec. 3.22.140 Severability.

In any provision of this Ordinance of the application of it to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Sec. 3.22.150 Effective Date.

This Ordinance relates to the levying and collection of the City's transactions and use taxes and shall become effective only if approved by a majority of the voters voting

on the measure at the November 3, 2020, Special Municipal Election. The Operative Date of this Ordinance shall then be as defined in Section 3.22.020(b).

Sec. 22-9.16. Accountability and Oversight.

This ordinance authorizes the City Council to form a Transactions and Use Tax Oversight Committee, to act as an independent citizen's oversight committee for the expenditure of tax revenue collected. The Committee's specific responsibilities shall be established by Resolution of the City Council.

SECTION III. SEVERABILITY.

Any provision of the Exeter Code of Ordinances or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance, except that any existing, duly adopted transactions and use tax existing as of the date of adoption of this Ordinance shall remain in effect and the transactions and use tax imposed by this Ordinance shall be additive thereto.

APPROVED by the following vote of the People of the City of Exeter on November 3, 2020:

	NUMBER OF VOTES	% OF VOTES CAST
YES	2,769	69.78
NO	1,199	30.22

8th **ADOPTED** by Declaration of the vote by the City Council of the City of Exeter on December day of December 2020, by the following vote:

AYES: *Waterman-Philpot, Alves, Hails, Mills, and Sally*
NOES: *n/a*
ABSTAIN: *n/a*
ABSENT: *n/a*

Barbara J. A.
MAYOR

ATTEST:
Shirley O'Neal
CITY CLERK

RESOLUTION 2021-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER
ESTABLISHING AN INDEPENDENT CITIZEN'S OVERSIGHT
COMMITTEE CHARGED TO ADVISE THE CITY COUNCIL REGARDING
THE EXPENDITURE OF GENERAL FUND REVENUES DERIVED FROM
THE TRANSACTIONS AND USE TAX FOR POLICE, STREET
MAINTENANCE, PARK MAINTENANCE, YOUTH RECREATIONAL PROGRAMS
AND OTHER SERVICES**

WHEREAS, Ordinance No. 694, hereinafter known as the *City of Exeter Transactions and Use Tax Ordinance of 2020*, appeared on the November 3, 2020 Consolidated General Election ballot as Measure P; and

WHEREAS, on November 3, 2020 Exeter voters passed Measure P with a 69.78% approval; and

WHEREAS, the Exeter City Council reaffirmed the adoption of Ordinance No. 694 on December 8, 2020, imposing a retail transactions and use tax in accordance with the provisions of Part 1.6 And Part 1.7 of Division 2 of the Revenue and Taxation Code that authorizes the City of Exeter to adopt a tax ordinance that shall become operative if a simple majority of the electors voting on the measure vote to approve the tax at an election called for that purpose; and

WHEREAS, Ordinance No.694 imposes, upon all retailers in the incorporated territory of the City of Exeter, a transactions and use tax at the rate of one 1 percent (1.0%) of the gross receipts of any retailer from the sale of all tangible personal property subject to the State sales and use tax; and

WHEREAS, the tax imposed by Measure P is a general tax, the proceeds of which are to provide a source of revenue to maintain local City services; and

WHEREAS, revenues generated by Measure P shall be accounted for and paid into a separate fund or account designated to maintain local City services; and

WHEREAS, by Ordinance No. 694 the City adopted that an annual Expenditure Plan may be amended from time to time by a majority vote of the City Council; and

WHEREAS, the Exeter City Council declares that public participation is essential to ensuring the effective implementation of priority goals and objectives and the appropriate expenditure of General Fund revenues to maintain local City services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Exeter hereby directs formation of an independent citizen's oversight committee as follows:

- A. **Name:** The committee shall be known as the *Measure P Oversight Committee*.

B. Purpose

1. *Oversight:* Provide that certain spending decisions and priorities in proposed annual expenditure plans are subject to direct oversight and review.
2. *Review and Provide Opinions:* To review the annual revenues from the *City of Exeter Transactions and Use Tax* and the proposed annual budget expenditures and present opinions to the Council regarding the expenditures being consistent with the desires of the community.

C. Charge of Committee

1. *Monitoring of expenditures:* To monitor the expenditure of revenues derived from the *Transactions and Use Tax* and keep the public informed about the expenditures.

The charge of the committee may be revised from time-to-time by the *Exeter City Council*.

D. Powers: The *Exeter City Council* empowers the committee with the following powers:

1. *Oversight:* Oversight responsibility to review Measure P expenditures related to certain spending decisions and priorities to maintain City services.
2. *Review financial statements:* Authority to review independent financial audits of the *City of Exeter* which includes the *Transactions and Use Tax*.
3. *Review of General Fund Budgets:* Authority to review *City of Exeter Transactions and Use Tax* proposed budgets.
4. *The committee shall not have the authority to direct or mandate as follows:* The committee does not have authority to direct or mandate action by the City Council on any such matters that may fall under its oversight power and authority to review. The committee has oversight concerning whether proposed expenditures are consistent with the desires of the community and has no power to direct how General Fund moneys are spent. The City Council retains its authority to make such decisions and determinations and may establish separate advisory groups for such purposes. The City Council shall also retain discretion and flexibility in what it asks, directs, or allows the committee to address.

E. Committee Operations

1. *Establishing the committee:* The committee is established by the *Exeter City Council* pursuant to Ordinance 694 based on voter approval of Measure P in the November 3, 2020 Consolidated General Election. All committee members shall serve at the discretion and pleasure of the City Council.

2. *First meeting:* The committee shall hold its first meeting prior to adoption of the City's 2020/2021 mid-year budget adjustment.
3. *Open meeting requirements:* Meetings of the committee are subject to the open meeting requirements of the *Ralph M. Brown Act*. Meetings shall be noticed and open to the public.
4. *Annual report:* The committee shall issue an annual report of its conclusions. Minutes and reports of the committee are a matter of public record. Reports and minutes of the committee shall be published on the City of Exeter website.
5. *Meet at least once annually:* The committee shall meet at least once annually prior to Council adoption of the City budget.
6. *Quorum:* The committee shall make decisions by a simple majority vote of those members in attendance.
7. *Record:* The committee shall maintain a record of its meetings.
8. *Location of meetings:* The committee shall meet in the Council Chambers at 137 N. F Street, Exeter, California, at a time convenient to members and the public or at some other location designated by the committee and available to the public. While still required by the pandemic and allowed through California Executive Order N-29-20 dated March 17, 2020, the meetings will be conducted using electronic means through electronic teleconferencing such as Zoom.
9. *Officers:* The committee shall elect a chairperson, vice chairperson, and secretary.
10. *Effective operation of meetings:* The Exeter City Council charges the committee to establish additional operating procedures as necessary for the effective operation of committee meetings.
11. *Administrative staff:* The City Administrator or his designee will provide necessary administrative and technical assistance to the committee.
12. *Resources available to the committee:* The committee shall be provided the resources to publicize its opinions to a page on the City of Exeter website.

F. Committee Composition: The committee shall consist of 7 members as follows:

1. *City Council Appointments:* Applications will be received by the City for positions on the committee and those applications would be reviewed by the Council for consideration of appointment. A majority vote of the Council will establish the committee appointments. The appointees may be a resident of Exeter, a business owner or operator. All future appointments to the committee shall be by a majority vote of the Council.

2. *Criteria for appointment:* No member of the City Council, employee of the City, or immediate family member of a City Council Member or employee of the City may serve on the committee.
3. *Length of appointment; rescission of appointment:* For the establishment of the first committee, the appointees will be assigned to a two-year term or a four-year term. There shall be as close as possible to the same number of two-year and four-year term appointments. Subsequent members of the committee shall be appointed for a four-year term and shall serve until such time that his or her term is completed, or until such time that his or her appointment is rescinded by a simple majority vote of the City Council. It is provided that a member of the committee may resign at any time at his or her discretion. If an appointee is chosen to fill a leaving member's position prior to the end of the term, the appointee shall serve until the end of that term.
4. *Recommendation to remove by committee:* Members of the committee, by majority vote, may recommend to the Exeter City Council removal of a committee member for the following reasons: (1) malfeasance; or (2) repeated absence. The definition of repeated absence shall be determined by the Exeter City Council.
5. *Appointment of new members:* At the next regularly scheduled City Council meeting, the Council shall act to replace members of the committee in the event of removal, resignation, disability or death.
6. *Dissolution of committee:* Dissolution of the committee shall occur in the event the *City of Exeter Transactions and Use Tax* is revoked or otherwise rendered invalid or at the discretion of the Exeter City Council.

PASSED, ADOPTED AND APPROVED this 8th day of December 2020 by the following vote:

AYES: *Hails; Alves; Mills; Waterman-Philpot, and Sally*
NOS: *n/a*
ABSTAIN: *n/a*
ABSENT: *Ma*

Barbara Sally
MAYOR

ATTEST:
Shonna Oneal
CITY CLERK Shonna Oneal

CITY OF EXETER



January 9 2021

100 North C Street – P.O. Box 237 - Exeter, CA 93221
(559) 592-9244 - Fax (559) 592-3556

Application for Measure P Oversight Committee (See City Website for Committee Information)

PERSONAL INFORMATION

Name: Steven Garver Date: 18 January 2021
Street Address: _____, Exeter, CA 93221
Mailing Address: Same
Home Phone: NA Cell: (559)
Email: _____

NOTE: Please indicate with an asterisk "*" your preferred method of contact above.

How long have you lived in Exeter? 60+ Council District: D (see attached District Map)

Occupation: Retired Teacher / Intern Supervisor / Coach

BACKGROUND

Professional and/or Community Activities: High School Teacher and Coach, 31 years;
Lions Club, 3 years; Hydrographer/Engineers aide, 2 1/2 years

Pertinent Skills, Experience or Interests: Ability to work as a part of
a team or committee

Current or prior service on a City Board, Committee or Commission: None

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES _____ NO X

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

18 January 2021

To Whom it may concern,

I received a letter from the City of Exeter in a recent mailing asking for volunteers to serve on the Measure P Oversight committee. I am interested in serving on this committee.

I was born and raised in Exeter. I, like many raised here, have a historical perspective of Exeter. I have lived in other towns also and have learned to look for the good in other cities.

I have taught and worked in the Exeter Schools system for over 30 years in a variety of positions. I have served on numerous committees and have worked on joint school/city projects. I believe I have an understanding of working within the confines of a government entity.

Before becoming a teacher, I worked as a hydrographer and engineer's aide for the Tulare Irrigation District. There I learned about construction projects, water rights, water politics and the importance of water to our area and agriculture. I was involved in the design and construction of water works projects in the City of Tulare and the surrounding area for the district.

I think I have a background and the interest to be an asset to the committee.

Sincerely,

A handwritten signature in black ink that reads "Steven Garver". The signature is written in a cursive style with a long horizontal line extending to the right.

Steven Garver

CITY OF EXETER



100 North C Street – P.O. Box 237 - Exeter, CA 93221
(559) 592-9244 - Fax (559) 592-3556

Application for Measure P Oversight Committee (See City Website for Committee Information)

PERSONAL INFORMATION

Name: TROY KADIN Date: 1-18-2021
Street Address: EXETER CA 93221
Mailing Address: SAME
Home Phone: _____ Cell: _____
Email: _____

NOTE: Please indicate with an asterisk "*" your preferred method of contact above.

How long have you lived in Exeter? 5yrs Council District: A (see attached District Map)
Occupation: SALES MANAGER FOR WESTERN MILLING / KRUSE

BACKGROUND

Professional and/or Community Activities: I MANAGE 40 MILLION IN BUDGET, SALES AND 6 PEOPLE IN 10 STATES

Pertinent Skills, Experience or Interests: MANAGING A BUDGET AND ALLOCATING MONEY TO BE SPENT.

Current or prior service on a City Board, Committee or Commission: I SPENT 2 YEARS ON BOARD OF SOUTHERN OREGON HUMANE SOCIETY

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES _____ NO

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

01/18/2020

Hello,

My wife and I fell in love with the beautiful town of Exeter and decided to make it our forever home in 2016. I have been looking for a way to get involved in our city government and felt the Measure P Oversight Committee is a good way to begin. I voted for the measure because I believe in what it can do to improve our city and the people living here.

As the Retail Division Sales Manager for Western Milling I help to manage a budget of around 40 million dollars. I have to make tough decisions on a daily basis of where the money needs to be allocated to manage and improve our business. I also spend much of my time solving problems for our Sales team, Operations and Customers. I feel that my experience in bringing passionate people together to work towards the same goal would be a benefit to our Committee and the City of Exeter.

Sincerely,

Troy Kadin

CITY OF EXETER



192021

100 North C Street – P.O. Box 237 - Exeter, CA 93221
(559) 592-9244 - Fax (559) 592-3556

Application for Measure P Oversight Committee (See City Website for Committee Information)

PERSONAL INFORMATION

Name: Veronica Casanova Date: 1/17/2020

Street Address: _____

Mailing Address: _____ Exeter Ca 93221

Home Phone: _____ Cell: _____

Email: _____

NOTE: Please indicate with an asterisk "*" your preferred method of contact above.

How long have you lived in Exeter? 23 Council District: D (see attached District Map)

Occupation: Librarian

BACKGROUND

Professional and/or Community Activities: Vice President of REFORMA del Valle Central,
Advisory Board member of the California Center for the Book

Pertinent Skills, Experience or Interests: Familiar with city budgets as I served as library manager
for the City of Douglas, Arizona,

Current or prior service on a City Board, Committee or Commission: None

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES _____ NO X

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

On a separate sheet, please provide a statement (no more than a single page) that describes your interest in the position, the knowledge/skills/abilities that you feel make you a strong candidate for the position, and any additional information that you think will be helpful in evaluating your suitability for the position.

Veronica Casanova

I am interested in serving on the Measure P Oversight committee, because I am uniquely interested in seeing my community grow and develop. Although I was born in Lynwood, California, I have lived in Exeter since I was five and believe this community as my hometown. When my family moved to Exeter in the early 1990's, we believed we were so lucky to live in such a beautiful small unique community. As I grew up in Exeter City schools, Exeter continued to show the power of a tight knit community in a town where everyone knows everyone. Throughout my college years, I studied with the intention of coming back to live in Exeter and I did. Currently, I serve as a Librarian IV for the Tulare County Library's Exeter Branch Library. In this role, I continue to advocate for my small city as I create library programming for the community. I write and administer grants to improve the library services and facility we offer to my community, such as new furniture.

In addition to my strong desire to continue to improve our small community, I have other knowledge, skills and abilities that could make me a strong candidate for the position. Shortly after receiving my Masters in Library and Information Science (MLIS) degree, I obtained a position as the library manager of the City of Douglas, Arizona. In this position, I periodically reviewed our department budget and assured that we stayed within our budget lines with much assistance from my supervisor, the assistant city manager. This position, as a library manager, allowed me to understand how to read and understand city budgets. Currently, I serve on several professional boards, such as advisory member of the California Center for the Book, American Library Association's STEAM Equity Advisor, and Vice President of REFORMA del Valle Central. All of these boards have shown me effectively and efficiently work with others. Through my work at libraries, I have conducted community needs assessments and focus groups to determine what the community desired, created an informal plan or more formal, such as a strategic plan, and continually evaluated whether we were following the plan. My professional experiences of continually evaluating whether community desires were being followed will help me be a strong candidate for the Measure P Oversight Committee.

CITY OF EXETER



JAN 19 2021

100 North C Street – P.O. Box 237 - Exeter, CA 93221
(559) 592-9244 - Fax (559) 592-3556

Application for Measure P Oversight Committee (See City Website for Committee Information)

PERSONAL INFORMATION

Name: PATRICIA THOMPSON Date: JAN. 18, 2021

Street Address: _____

Mailing Address: SAME

Home Phone: _____ Cell: _____

* Email: _____

NOTE: Please indicate with an asterisk "*" your preferred method of contact above.

How long have you lived in Exeter? 1947m Council District: 8Y 3m (see attached District Map)

Occupation: HOMEMAKER

BACKGROUND

Professional and/or Community Activities: MY CHURCH: ELECTED BOARD OF

TRUSTEES, LEADERSHIP FOR WOMEN MINISTRIES, MEMBER
EXETER REPUBLICAN WOMEN FEDERATED

Pertinent Skills, Experience or Interests: SUPERVISORY POSITIONS IN VARIOUS
PREVIOUS WORK SETTINGS, BOARD OF DIRECTORS FOR A NON-PROFIT
ORGANIZATION, VOLUNTEER EVENT PLANNING COORDINATOR

Current or prior service on a City Board, Committee or Commission: CO-CHAIR COE PRMAC 2020

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES _____ NO X

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

Addendum to my Application for the Measure P Oversight Committee:

When my husband Greg and I moved to Exeter almost twenty years ago, we decided to do our part to help Exeter's economy by purchasing as many goods in Exeter as possible. We have believed that by doing this over the years, we have been participating in the life of the City and are good citizens of Exeter by doing so. To see the City thoughtfully grow and consequently prosper has been encouraging to witness.

Exeter is a special small city. It is not without its challenges, as any city has its challenges, but the continued efforts from its leaders and many business owners over the years to create a welcoming and vibrant place to live and visit Exeter has made this small city a wonderful place to call home.

My interest in being a part of the Measure P Oversight Committee is founded on the above statements and of having served the City of Exeter on the Proposed Revenue Measure Advisory Committee in 2020.

~Patricia Thompson

CITY OF EXETER



JAN 7 2021 PM 3:15

100 North C Street – P.O. Box 237 - Exeter, CA 93221
(559) 592-9244 - Fax (559) 592-3556

Application for Measure P Oversight Committee (See City Website for Committee Information)

PERSONAL INFORMATION

Name: MARY BARKER Date: 1-6-2021
Street Address: _____, Exeter, Ca 93221
Mailing Address: _____, Exeter, Ca 93221
Home Phone: _____ Cell: _____
Email: _____

NOTE: Please indicate with an asterisk "*" your preferred method of contact above.

How long have you lived in Exeter? 4 30yrs Council District: ? no map attached
(see attached District Map)
Occupation: Account/Grants Manager (Retired)

BACKGROUND

Professional and/or Community Activities: AmVets Auxiliary, Soroptimist
International - Tulare

Pertinent Skills, Experience or Interests: Accounting, Skilled working with
Computer programs

Current or prior service on a City Board, Committee or Commission: Accountant/Grants
Manager City of Calxico

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES _____ NO X

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

Mary E. Barker

Exeter, California 93221

Office of the City Clerk

P. O. Box 237

Exeter, California 93221

To Whom it May Concern:

Enclosed please find my application to be on the Measure P Oversight Committee. I feel that I am very qualified for the position because I monitored the Measure H monies, various grants that were granted to the City of Calexico and was responsible for doing the Journal Entries necessary to correct the accounting done to the correct accounts.

I have been retired for a few years and would like to give back to the community! I would really like to serve Exeter by being a member of this Committee!

Sincerely,

A handwritten signature in cursive script that reads "Mary E. Barker". The signature is written in black ink and is positioned below the typed name "Mary E. Barker".

JAN 7 2021 PM 8:15

CITY OF EXETER



JAN 6 2021 PMS:14

100 North C Street – P.O. Box 237 - Exeter, CA 93221
(559) 592-9244 - Fax (559) 592-3556

Application for Measure P Oversight Committee (See City Website for Committee Information)

PERSONAL INFORMATION

Name: Jennifer Dunlap Date: 1/4/2021
Street Address: _____, Exeter, CA 93221
Mailing Address: Same
Home Phone: 559 _____ Cell: 559 _____
*
Email: _____

NOTE: Please indicate with an asterisk "*" your preferred method of contact above.

How long have you lived in Exeter? 14 years Council District: _____ (see attached District Map)

Occupation: Quality Manager, Nichols Farms

BACKGROUND

Professional and/or Community Activities: Rocky Hill School Site Council, Parent Volunteer Rocky Hill School

Pertinent Skills, Experience or Interests: Project Manager, Masters Degree from ~~Michigan~~ Michigan State University

Current or prior service on a City Board, Committee or Commission: SSC Rocky Hill School

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES _____ NO ✓

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

CITY OF EXETER



JAN 7 2021 PM 5:05

100 North C Street – P.O. Box 237 - Exeter, CA 93221
(559) 592-9244 - Fax (559) 592-3556

Application for Measure P Oversight Committee (See City Website for Committee Information)

PERSONAL INFORMATION

Name: LARRY W. MINTOSH Date: 1/5/21

Street Address: _____

Mailing Address: _____

Home Phone: 559- _____ Cell: _____

Email: _____

NOTE: Please indicate with an asterisk "*" your preferred method of contact above.

How long have you lived in Exeter? 18 Council District: _____ (see attached District Map)

Occupation: RETAIL OWNER

BACKGROUND

Professional and/or Community Activities: PRESIDENT of Buckman Mitchell MS.
VICE PRESIDENT - KIWANIS PRESIDENT AMERICAN HEART ASSN

Pertinent Skills, Experience or Interests: _____

Current or prior service on a City Board, Committee or Commission: NONE

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES _____ NO X

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

CITY OF EXETER



100 North C Street – P.O. Box 237 - Exeter, CA 93221
(559) 592-9244 - Fax (559) 592-3556

JAN 7 2021 AM 9:14

Application for Measure P Oversight Committee (See City Website for Committee Information)

PERSONAL INFORMATION

Name: TROY STAIRS Date: 1-5-21
Street Address: _____
Mailing Address: Same
Home Phone: _____ Cell _____
Email: _____

NOTE: Please indicate with an asterisk "*" your preferred method of contact above.

How long have you lived in Exeter? 1 yr. Council District: B Balboa Sally
(see attached District Map)

Occupation: Environmental Health & Safety Manager
20+ yrs as a safety manager

BACKGROUND

Professional and/or Community Activities: Member of ASSP (American Society of Safety Professionals)

Pertinent Skills, Experience or Interests: MANAGE Safety department Budget
Very Proficient in Excel, Skilled in Training & Educating Teams

Current or prior service on a City Board, Committee or Commission: None for government,
Participated on many Corporate Committees & General Boards.

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES _____ NO NC

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

James Martino

CITY OF EXETER



100 North C Street – P.O. Box 237 - Exeter, CA 93221
(559) 592-9244 - Fax (559) 592-3556

JAN 4 2021 PM 5:08

Application for Measure P Oversight Committee
(See City Website for Committee Information)

PERSONAL INFORMATION

Name: James Martino Date: 1-4-21

Street Address: _____

Mailing Address: Exeter, CA

Home Phone: 559- _____ ell: _____

Email: WORK

NOTE: Please indicate with an asterisk "*" your preferred method of contact above.

How long have you lived in Exeter? 40yrs Council District: _____ (see attached District Map)

Occupation: _____

BACKGROUND

Professional and/or Community Activities: _____

Pertinent Skills, Experience or Interests: _____

Current or prior service on a City Board, Committee or Commission: _____

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES _____ NO _____

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

CITY OF EXETER



100 North C Street – P.O. Box 237 - Exeter, CA 93221
(559) 592-9244 - Fax (559) 592-3556

Application for Measure P Oversight Committee (See City Website for Committee Information)

PERSONAL INFORMATION

Name: William Strupel Date: 1/21/21

Street Address: _____

Mailing Address: Exeter, CA 93221

Home Phone: _____ Cell: _____

*Email: _____

NOTE: Please indicate with an asterisk "*" your preferred method of contact above.

How long have you lived in Exeter? 20yrs Council District: _____ (see attached District Map)

Occupation: Construction Project Manager

BACKGROUND

Professional and/or Community Activities: Current Exeter Boy Scouts Troop 309 Scoutmaster,
Former President of the Exeter Chamber board, past Lions Club member

Pertinent Skills, Experience or Interests: Interested in community service experience
with multi-million dollar budgets on projects, self-employed for 15 years before

Current or prior service on a City Board, Committee or Commission: current employment
N/A

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES _____ NO X

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

Hello City of Exeter,

I am interested in joining the Oversight Committee for Measure P. Service to our community is something that I feel each of us owes to each other and this committee would be something that I could commit myself to. I currently serve as the scoutmaster for our local Boy Scout troop. I've been on the board of directors at the Exeter Chamber of Commerce and served as the President to that board in the past. I was a member of the Exeter Lions Club and would be still but a change in job locations to Visalia stopped me from being able to attend morning meetings. I've owned property in the City for approximately 20 years and I've operated two businesses in town for most of that time. I have two children currently attending schools in the Exeter Unified School District and my wife is the director of the Exeter Community Preschool. I am currently employed as an industrial construction project manager at American Inc in Visalia. I provide an average of over 600 quotes to customers per year and I manage, track budgets, and evaluate the profitability of these jobs throughout the year. My duties also include recruiting new hires, interviewing, hiring, and firing, sales, marketing, and building process systems for improving efficiencies within our department. Thank you for your consideration and I look forward to serving our community.

William Stimpel