

**EXETER CITY COUNCIL ACTION MINUTES
MAY 10, 2022**

A regular session of the City Council, City of Exeter was held on Tuesday, May 10, 2022, at 7:00 p.m., in the Exeter City Council Chambers, 137 North F Street.

COUNCIL PRESENT: Barbara Sally, Frankie Alves, Dave Hails, and Justin Mills

COUNCIL ABSENT: Steve Garver

STAFF PRESENT: Adam Ennis, Julia Lew, Brett Inglehart, Daymon Qualls, Rainbow Moore, Tristan Suire, Greg Collins, Spencer Supinger, Shonna Oneal, Eekhong Franco, and Hilary Robello

A. CALL TO ORDER REGULAR SESSION

Mayor Sally called the regular session to order at 7:01 p.m.

B. PLEDGE OF ALLEGIANCE AND INVOCATION

The Pledge of Allegiance was given by Council Member Mills and an invocation was given by Pastor Jim Newman.

C. SPECIAL PRESENTATIONS (if any):

a. Proclamation in honor of Public Works Week May 15 – May 21, 2022.

Public Works Director Daymon Qualls introduced the item and highlighted the appreciation of and services provided by the employees of the Public Works Department. The Council presented a Proclamation in honor of Public Works week.

D. PUBLIC COMMENTS:

No public comments were presented.

E. CONSENT CALENDAR:

It was moved by Mayor Pro Tem Alves, seconded by Council Member Mills, and carried 4-0 (Council Member Garver absent) that the items on the Consent Calendar be approved as presented.

1. Approve regular minutes of April 26, 2022
2. Payment of Bills
3. Payroll: April 29, 2022
4. Approval to issue permits to four (4) applicants including; The Bridge Church, EUHS Band Boosters, Exeter Outdoors Association, Inc. and Exeter Wrestling, Inc. for the sale of Safe and Sane Fireworks contingent upon compliance with required booth clearances, appropriate documentation, proper on-site storage, compliance with all City Municipal Code requirements, and any County or State guidance and orders in place during the time of sales.
5. Authorize the City Administrator to execute a second Extra Work Authorization with the City's contract City Engineer firm – QK, in an amount not to exceed \$25,000 for enhanced updates to the City's Storm Drain Master Plan.
6. Adopt Resolution 2022-12 requesting the Tulare County Board of Supervisors permit the County Registrar of Voters to render specified services to the City relating to the conduct of the general municipal election, November 8, 2022; and Adopt Resolution 2022-13 calling the General Municipal Election and requesting and consenting to consolidation of elections on November 8, 2022 and setting specifications of the election order.
7. Change of public hearing date previously set by City Council from June 21, 2022, to June 14, 2022, for an Uncodified Ordinance Adopting a Military Equipment Use Policy per CA Assembly Bill No. 481.
8. Adopt Resolution 2022-14 Directing the City Engineer to Prepare a Report on Assessment District Numbers: 98-01; 97-01; 91-01A; 91-01B; 08-01; 06-01; 05-01; 05-02; 04-01; 04-02; 04-03; 04-04; 04-05; 03-01; 03-02; 01-01; 01-02; 00-01; 00-02; Adopt Resolution 2022-15 Intent to Levy and Collect Assessments on Assessment District Numbers 98-01; 97-01; 91-01A; 91-01B; 08-01; 06-01; 05-01; 05-02; 04-01; 04-02; 04-03; 04-04; 04-05; 03-01; 03-02; 01-01; 01-02; 00-01; 00-02; and set the Public Hearing for July 26, 2022.
9. Award and authorize the City Administrator to execute an agreement with the lowest responsible bidder, Pavement Coatings Co., of Sacramento, CA in an amount of \$309,927 for construction of the 2022 Cape Seal and Micro Surfacing Project.

F. INDIVIDUAL BUSINESS ITEMS:

1. **Public Hearing Consideration to adopt Resolution 2022-16 approving General Plan Amendment 2022-01 to change the Land Use designation from Central Commercial to Service Commercial and introduce and give first reading of Ordinance 704 amending Title 17 (Zoning) of the Exeter Municipal Code, rezoning real property from the CC (Central Commercial) to CS (Service Commercial) district on 7,500 square feet of land located on the north side of Pine Street between H and G Streets in Exeter (APN 135-110-07, 22, 23 and 24).** – Assistant City Planner Tristan Suire provided a Power Point presentation highlighting the proposed project and zone change for Council’s review and consideration. Mayor Sally opened the public hearing at 7:16 p.m., receiving no public comment, closed the public hearing at 7:16 p.m. Following a brief discussion, it was moved by Mayor Pro Tem Alves, seconded by Council Member Hails, and carried 4-0 (Council Member Garver absent) to adopt Resolution 2022-16 as presented and introduce, give first reading of Ordinance 704 Amending Title 17 (Zoning) of the Exeter Municipal Code rezoning real property from the CC (Central Commercial) to CS (Service Commercial) district on 7,500 square feet of land located on the north side of Pine Street between H and G Streets in Exeter (APN 135-110-07, 22, 23 and 24). City Attorney Julia Lew gave first reading of Ordinance 704 read by title only.
2. **Public Hearing Consideration of introducing and giving first reading of Ordinance 705 amending Ordinance 246, the Exeter Zoning Ordinance relating to the reclassification of real property from UR (urban reserve) to R-1-7.5 (single family residential, one unit per 7,500 square feet) for a property located west of Belmont Road and between Chestnut Avenue and the westward alignment of Firebaugh Avenue, containing 2.55 acres (APN 133-007-15) as recommended by the Exeter Planning Commission.** – City Planner Greg Collins provided a report for Council’s review and consideration. Mayor Sally opened the public hearing at 7:26 p.m., receiving no public comment, closed the public hearing at 7:27 p.m. Council posed questions and City Administrator Adam Ennis and City Attorney Julia Lew provided a response thereto. Following discussion, it was moved by Council Member Mills, seconded by Mayor Pro Tem Alves, and carried 4-0 (Council Member Garver absent) to introduce and give the first reading of Ordinance 705 amending Ordinance 246, the Exeter Zoning Ordinance, relating to the reclassification of real property from UR (urban reserve) to R-1-7.5 (single family residential, one unit per 7,500 square feet) for property located west of Belmont Road and between Chestnut Avenue and the westward alignment of Firebaugh Avenue, containing 2.55 acres (APN 133-007-15). Ms. Lew gave first reading of Ordinance 705, read by title only.
3. **Second reading and adoption of Ordinance 702, an Ordinance of the City Council of the City of Exeter Renaming Chapter 8.50 of Title 8 of the Exeter Code of Ordinances “Regulation of Cannabis” and Amending said Chapter to Provide for the Establishment and Regulation of an M (Medicinal) Type 12 Microbusiness(es) as Defined and Permitted by the State of California, read by title only, and waiving further reading.** – City Attorney Julia Lew gave second reading of Ordinance 702. Following brief discussion it was moved by Mayor Pro Tem Alves, seconded by Council Member Hails, and carried 4-0 (Council Member Garver absent) to give second reading and adopt Ordinance 702 renaming Chapter 8.50 of Title 8 of the Exeter Code of Ordinances “Regulation of Cannabis” and Amending said Chapter to Provide for the Establishment and Regulation of an M (Medicinal) Type 12 Microbusiness(es) as Defined and Permitted by the State of California, read by the title only, and waiving further reading.
4. **Consideration of jointly sponsoring three Concerts In The Park, along with the Exeter Chamber of Commerce, at a cost to the City of \$3,375.** – City Administrator Adam Ennis provided a report for Council’s review and consideration. Council posed questions and Mr. Ennis and City Attorney Julia Lew provided a response thereto. Following discussion, it was moved by Mayor Pro Tem Alves, seconded by Council Member Hails, and carried 4-0 (Council Member Garver absent) to approve the cosponsor of three concert events at a cost of \$3,375 contingent upon verification of acceptable indemnity and insurance provisions by the City Administrator and City Attorney.
5. **Consideration of 30-year deed restriction on City Park and Unger Park as a requirement of Per Capita Park grant in the amount of \$177,952 that was approved for application submittal on November 9, 2021.** – City Administrator Adam Ennis provided a report for Council’s review and consideration. Following discussion, it was moved by Council Member Mills, seconded by Council Member Hails, carried 4-0 (Council Member Garver absent) to approve item as presented.

**ACTION MINUTES
EXETER CITY COUNCIL
Page 3, MAY 10, 2022**

G. CITY COUNCIL ITEMS OF INTEREST

Mayor Pro Tem Alves reported he will be attending the TCAG meeting on Monday and Council of Cities meeting on May 18th. Council Member Hails reported he attended the Tooleville meeting with the State of California. Council Member Mills reported he will be attending the Economic Development meeting on Monday. Mayor Sally reported on attending the Mixer at Sequoia Apparel and she will be attending the Council of Cities meeting on May 18th.

H. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

City Administrator Adam Ennis provided a brief update on City projects and upcoming events in the City. Public Works Director Daymon Qualls reported the City was the recipient of two TCAG Local Motion Awards for the Palm Street Project and Visalia Road Improvement Project.

I. ADJOURN REGULAR MEETING

Mayor Sally adjourned the regular meeting at 7:58 p.m.

Shonna Oneal, City Clerk

Check Register

| BANK | VENDOR | CHECK# | DATE | AMOUNT |
|-------------------------|--------------------------|--------|----------|------------|
| BANK BANK OF THE SIERRA | | | | |
| 000109 | AFLAC | 84519 | 05/05/22 | 5,091.08 |
| 005114 | ALICIA QUINTANA/ROBERTO | 84520 | 05/05/22 | 77.08 |
| 003435 | AMERICAN BUSINESS MACHIN | 84521 | 05/05/22 | 15.35 |
| 002493 | AVENU INSIGHTS & ANALYTI | 84522 | 05/05/22 | 2,979.06 |
| 000901 | BLUE SHIELD OF CALIFORNI | 84523 | 05/05/22 | 28,286.84 |
| 001240 | C.L.E.A. | 84524 | 05/05/22 | 73.50 |
| 001817 | CA POLICE CHIEFS ASSOCIA | 84525 | 05/05/22 | 145.00 |
| 002835 | CALIFORNIA BUSINESS MACH | 84526 | 05/05/22 | 130.03 |
| 002926 | CENTRAL VALLEY BUSINESS | 84527 | 05/05/22 | 135.94 |
| 003646 | CENTRAL VALLEY SWEEPING | 84528 | 05/05/22 | 3,685.00 |
| 003393 | CHARTER COMMUNICATIONS | 84529 | 05/05/22 | 88.63 |
| 000860 | CITY OF EXETER | 84530 | 05/05/22 | 974.02 |
| 000222 | DEPT OF JUSTICE | 84531 | 05/05/22 | 35.00 |
| 002640 | EMD NETWORKING SERVICES, | 84532 | 05/05/22 | 520.15 |
| 000536 | FOOTHILLS SUN-GAZETTE | 84533 | 05/05/22 | 2,553.60 |
| 000312 | FRESNO OXYGEN | 84534 | 05/05/22 | 116.88 |
| 003074 | FRONTIER CALIFORNIA INC. | 84535 | 05/05/22 | 855.99 |
| 003532 | FUSION CLOUD SERVICES LL | 84536 | 05/05/22 | 274.83 |
| 001234 | GOPHER GETTER | 84537 | 05/05/22 | 660.00 |
| 000127 | JACK GRIGGS INC | 84538 | 05/05/22 | 15,345.43 |
| 003365 | LEAF | 84539 | 05/05/22 | 54.06 |
| 003755 | LYLES UTILITY CONSTRUCTI | 84540 | 05/05/22 | 16,150.00 |
| 000194 | MOONLIGHT MAINTENANCE | 84541 | 05/05/22 | 1,871.75 |
| 001540 | OFFICE DEPOT | 84542 | 05/05/22 | 480.61 |
| 005111 | OSBORN MORTGAGE | 84543 | 05/05/22 | 32.85 |
| 005056 | PACE SUPPLY CORP. | 84544 | 05/05/22 | 5,405.59 |
| 003700 | PRUDENTIAL OVERALL SUPPL | 84545 | 05/05/22 | 111.37 |
| 005112 | SARENA TAFF/STEVEN | 84546 | 05/05/22 | 86.99 |
| 000204 | SELF-HELP ENTERPRISES | 84547 | 05/05/22 | 66,976.72 |
| 002683 | SILVER & WRIGHT LLP | 84548 | 05/05/22 | 4,558.20 |
| 002890 | SMITH PROMOTIONS | 84549 | 05/05/22 | 780.12 |
| 000151 | SOUTHERN CALIFORNIA EDIS | 84550 | 05/05/22 | 14,628.10 |
| 000126 | STANDARD INSURANCE CO. | 84551 | 05/05/22 | 2,087.67 |
| 001609 | SUN BADGE COMPANY | 84552 | 05/05/22 | 280.70 |
| 003433 | T-MOBILE | 84553 | 05/05/22 | 4,335.94 |
| 005113 | TANYA/JEDIDIAH CHOATE | 84554 | 05/05/22 | 67.52 |
| 001545 | TF TIRE AND SERVICE | 84555 | 05/05/22 | 416.54 |
| 002995 | TULARE COUNTY SOLID WAST | 84556 | 05/05/22 | 9,104.67 |
| 001612 | UNITED RENTALS | 84557 | 05/05/22 | 455.84 |
| 001641 | UNIVAR USA INC | 84558 | 05/05/22 | 555.05 |
| 002055 | VALLEY EXPETEC | 84559 | 05/05/22 | 2,274.01 |
| 003022 | VAST NETWORKS | 84560 | 05/05/22 | 1,000.00 |
| 003576 | 4CREEKS, INC | 84561 | 05/05/22 | 7,835.79 |
| BANK OF THE SIERRA | | | | 201,593.50 |

AVENU FINANCIAL SYSTEM
05/09/2022 10:28:36

Check Register

CITY OF EXETER
GL540R-V08.17 PAGE 2

| BANK | VENDOR | CHECK# | DATE | AMOUNT |
|----------------|--------|--------|------|------------|
| REPORT TOTALS: | | | | 201,593.50 |

RECORDS PRINTED - 000123

PAYROLL.....S BI-WEEKLY
CHECK FORM..CHEK CHECK REGISTER

RUN-05/12/2022 10.39.11 PAGE 1
PR311R-V14.12 Paymate

PERIOD 1 DATING 4/25/2022- 5/08/2022 CHECK DATE 5/13/2022
DIRECT DEPOSIT IS TURNED ON

| CHECK NUMBER | CHECK AMOUNT | EMPLOYEE/BANK/VENDOR NAME | CODE | CHECK SEQ |
|-----------------|-----------------|------------------------------|------|----------------|
| 1218 | 63.69 | CA STATE DISBURSEMENT UN 2 | | 1 VENDOR CHECK |

TOTALS FOR CHECK FORM: CHEK
NEGOTIABLE CHECKS

COUNTS

| | | |
|-------|---------------------------|---|
| 0.00 | *EMPLOYEE CHECKS | 0 |
| 63.69 | *VENDOR CHECKS | 1 |
| 0.00 | *BANK CHECKS | 0 |
| 63.69 | **TOTAL NEGOTIABLE CHECKS | 1 |

OTHER CHECKS

| | | |
|-------|------------------------|---|
| 0.00 | *MANUAL CHECKS | 0 |
| 0.00 | *CANCELLED CHECKS | 0 |
| 63.69 | **TOTAL FOR CHECK FORM | |

NON-NEGOTIABLE CHECKS

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

PERIOD 1 DATING 4/25/2022- 5/08/2022 CHECK DATE 5/13/2022
 DIRECT DEPOSIT IS TURNED ON

| CHECK NUMBER | CHECK AMOUNT | EMPLOYEE/BANK/VENDOR NAME | CODE | CHECK SEQ |
|--------------|--------------|---------------------------|------|--------------------|
| 411 | 0.00 | INGLEHART/BRETT A | 411 | 2 MANUAL |
| 619 | 0.00 | BRASSFIELD/TRAVIS | 619 | 2 MANUAL |
| 50092 | 136.50 | CLOCEA | 4 | 1 VENDOR STUB ONLY |
| 50093 | 570.00 | EXETER POLICE OFFICER AS | 3 | 1 VENDOR STUB ONLY |
| 50094 | 156.90 | EXETER POLICE OFFICER AS | 3A | 1 VENDOR STUB ONLY |
| 50095 | 4,588.49 | ENNIS/ADAM | 206 | 1 STUB ONLY |
| 50096 | 2,813.28 | ONEAL/SHONNA N | 203 | 1 STUB ONLY |
| 50097 | 2,277.94 | ROBELLO/HILARY | 709 | 1 STUB ONLY |
| 50098 | 1,295.52 | CARTER/AMY JO | 502 | 1 STUB ONLY |
| 50099 | 1,487.84 | CORREA/BIANCA | 630 | 1 STUB ONLY |
| 50100 | 1,360.00 | GARVER/ELIJAH | 712 | 1 STUB ONLY |
| 50101 | 3,165.47 | PARK MOORE/YUN GYUNG | 703 | 1 STUB ONLY |
| 50102 | 346.89 | SANCHEZ/CESILIA | 307 | 1 STUB ONLY |
| 50103 | 1,433.14 | SANTOYO/AIDE G | 710 | 1 STUB ONLY |
| 50104 | 2,653.85 | FRANCO/EEKHONG | 304 | 1 STUB ONLY |
| 50105 | 1,581.19 | PHILLIPS/ZACHARY | 705 | 1 STUB ONLY |
| 50106 | 1,405.90 | CARRETERO/VANESSA | 402 | 1 STUB ONLY |
| 50107 | 3,553.25 | CORREA/GABRIEL JR | 436 | 1 STUB ONLY |
| 50108 | 1,728.91 | CULLUM/TRENT | 444 | 1 STUB ONLY |
| 50109 | 2,842.56 | DURKEE/MARK | 404 | 1 STUB ONLY |
| 50110 | 2,010.36 | ECHEVARRIA/TYLER J | 443 | 1 STUB ONLY |
| 50111 | 578.93 | FELIX/ESTEVAN | 704 | 1 STUB ONLY |
| 50112 | 3,915.95 | FELIX/ESTEVAN | 704 | 2 STUB ONLY |
| 50113 | 3,367.79 | HALL/JOHN T | 406 | 1 STUB ONLY |
| 50114 | 1,758.32 | HAMPTON/JUSTIN | 446 | 1 STUB ONLY |
| 50115 | 2,120.15 | HAYES/CURTIS W | 437 | 1 STUB ONLY |
| 50116 | 2,472.40 | INGLEHART/BRETT A | 411 | 1 STUB ONLY |
| 50117 | 2,231.12 | MARX/CHRIS | 706 | 1 STUB ONLY |
| 50118 | 1,720.89 | PHELPS/KEVIN M | 429 | 1 STUB ONLY |
| 50119 | 1,720.05 | VILLARREAL/ISIDRO | 707 | 1 STUB ONLY |
| 50120 | 2,467.99 | YARBER/ISABEL | 422 | 1 STUB ONLY |
| 50121 | 1,065.90 | ALDRIDGE/GARY | 618 | 1 STUB ONLY |
| 50122 | 1,408.66 | ARROYO/MARIE | 623 | 1 STUB ONLY |
| 50123 | 1,339.15 | BRASSFIELD/TRAVIS | 619 | 1 STUB ONLY |
| 50124 | 1,670.18 | ESPINOLA/DANIEL M | 602 | 1 STUB ONLY |
| 50125 | 121.19 | GOLDSTROM/NORMAN | 629 | 1 STUB ONLY |
| 50126 | 1,518.04 | HUGGINS/KYLE AARON | 621 | 1 STUB ONLY |
| 50127 | 2,928.08 | QUALLS/DAYMON | 607 | 1 STUB ONLY |
| 50128 | 1,266.44 | RAMIREZ/JUAN | 608 | 1 STUB ONLY |
| 50129 | 256.37 | WENDT/EDDIE | 626 | 1 STUB ONLY |
| 50130 | 1,417.72 | MILLAN/MARCUS | 622 | 1 STUB ONLY |
| 50131 | 1,316.60 | MILLER/JAMES | 624 | 1 STUB ONLY |
| 50132 | 574.86 | MIRWALD/PHILIP | 625 | 1 STUB ONLY |
| 50133 | 1,223.47 | QUIROZ/PATRICK P | 512 | 1 STUB ONLY |
| 50134 | 880.25 | PRIDEAUX/TRACI | 448 | 1 STUB ONLY |

**City of Exeter
Agenda Item Transmittal**

Meeting Date: May 24, 2022

Agenda Item Number: H4

Wording for Agenda: Award and authorize the City Administrator to execute a sole source agreement with EBM Design Group in the amount of \$35,000 to provide construction bid drawings and specifications to stucco the outside of the Police/Administration building, provide code required ADA upgrades with minor floor plan modifications and upgrade of existing heating and cooling systems.

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

For action by:
 City Council

Regular Session:
 Consent Calendar
 Regular Item
 Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

Staff recommends that the Council award and authorize the City Administrator to execute a sole source agreement with EBM Design Group in the amount of \$35,000 to provide construction bid drawings and specifications to stucco the outside of the Police/Administration building, provide code required ADA upgrades with minor floor plan modifications and upgrade of existing heating and cooling systems.

Summary/Background:

As part of the Measure P expenditure plan development, staff identified the need for work to be done on the Police/Administration building due to deterioration of the exterior finishes and a poor performing heating and cooling system for the building due to past renovations. It was discussed that the City will likely not be in a position to make significant facility changes soon, so making existing facilities last further into the future will be important. As such, approximately \$150,000 of Measure P funding was planned to provide for replacing the existing exterior wood siding with stucco and making other required modifications. In preparation for work on the building, a termite inspection and treatment was conducted and a mold detection and removal was also completed. The mold removal resulted in temporary repairs in the back wall of the building.

As staff began exploring getting bid plans prepared, it was clear that assistance from an architect would be needed to determine the scope of work for the bid plans. Due to the need for getting this work completed staff contacted Architect Eric McConnaughey, AIA with EBM Design Group to assist in developing the scope of work. Based on discussions with the architect it became clear that at least some ADA updates would also be required due to building code requirements. In addition, some modifications could be needed to the structure to reduce the amount of structural weight added by replacing wood siding with stucco, which could also provide improved visual aesthetics. The Architect's scope of work includes providing a rendering of the building with the proposed modifications for Council review and approval prior to completing the construction plans.

To minimize further deterioration of the building exterior, additional repairs to the building and to facilitate permanent repair of the back wall this work should be completed as quickly as possible. Since the architect has become familiar with the project and can begin work soon with

the plans being completed within 2 to 3 months, staff is recommending that Council award a sole source contract to the architect. The Architect has provided a cost of \$35,000 to prepare the bid plans for this work. The City would need to contract with a mechanical contractor to inspect the heating and cooling system to provide a scope of work that could be included in the bid documents to provide for the work to correct this system. Staff will return to Council with this item for approval.

Once bid plans are complete, they would be put out to bid to contractors to perform the work. Once the low bid for the work is received the required funding would be determined and the construction contract brought to Council for approval. Staff anticipates follow up landscaping work adjacent to the building since the existing landscape next to the exterior walls will likely be destroyed or need to be removed to conduct the work on the exterior walls.

Fiscal Impact: The contract awarded with this item would cost \$35,000 from the Measure P Fund. The additional cost for a mechanical contractor would be brought back to Council for approval.

Prior Council/Board Actions: Previous funding programmed into Measure P.

Attachments: EBM Design Group Proposal

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| <p>Recommended motion to be made by Council/Board: I move to award and authorize the City Administrator to execute a sole source agreement with EBM Design Group in the amount of \$35,000 to provide construction bid drawings and specifications to stucco the outside of the Police/Administration building, provide code required ADA upgrades with minor floor plan modifications and upgrade of existing heating and cooling systems.</p> |
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April 25, 2022

John Hall
City of Exeter
100 N. C Street
Exeter, CA 93221

Re: Police / City Administration building

Hi John,

EBM Design Group is pleased to assist you and the City of Exeter with the repairs and remodel of your existing facility. As discussed on site during our previous site meetings there are three main concerns regarding the condition of the building that need to be addressed.

Scope:

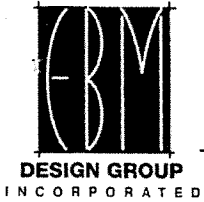
1. The deterioration of the existing wood siding.
2. Accessibility to and through the building & modifications to the floor plan.
3. The existing heating and cooling system.

Item #1: The deterioration of the existing wood siding:

The proposed solution to this issue would be to replace damaged wood siding with new plywood, installation of new weather barrier and install a stucco finish. This project will include window replacement, modification of the large fascia to give a new look and removal of the upstairs patio.

Item #2: Accessibility to and through the building and interior remodel:

This will include an audit of the facility to identify accessible routes and facilities that are not in conformance with the current building code. This will include adding 2 new doors on the West side with an accessible ramp, removal of 3 windows on the North side, modifications of 2 offices into 1 and addition of an interview room.



Item #3: The existing heating and cooling system:

Due to additions and remodels to the facility over time the existing heating and cooling system does not function properly. The recommendation is to have the system mapped by a commercial mechanical contractor to determine the causes of the problems.

Based upon this information the contractor can provide recommendations of repairs of existing ducting, the installation of new ducting and possibly new units as a scope of work. EBM's scope of work will for this phase will only be coordination.

Phasing / Scheduling:

Item #1a: Modeling and Rendering of the proposed remodel for approval of City Council. This item was added per our last meeting to provide the City with a better understanding of the proposed changes to the building.

Item #1: The deterioration of the existing wood siding. This is the first project to complete.

Item #2: Accessibility to and through the building: Depending on funding, this item can run concurrently with Item #1.

Item #3: The existing heating and cooling system: Depending on funding, this is the third item to complete.

Fees:

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|------------------|---------------------|----------------|
| <u>Item #1a:</u> | Architectural fees: | \$2,500 |
| <u>Item #1:</u> | Architectural fees: | \$10,000 |
| | Structural fees: | \$12,000 |
| <u>Item #2:</u> | Architectural fees: | \$9,000 |
| <u>Item #3:</u> | Architectural fees: | <u>\$1,500</u> |
| | Total: | \$35,000 |

**City of Exeter
Agenda Item Transmittal**

Meeting Date: May 24, 2022

Agenda Item Number: H5

Wording for Agenda: Request that Council authorize the City Administrator to enter into an agreement for the purchase of a vehicle of up to \$65,000 for the Exeter Police Department.

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

Department Recommendation:

That Council authorize the City Administrator to enter into an agreement for the purchase of vehicle of up to \$65,000 for the Exeter Police Department.

Summary/Background:

Currently one of the vehicles in use by the Exeter Police Department is a 2010 Ford F150. This vehicle was the prior Police Chief vehicle but was replaced for this purpose with a new Chevrolet Tahoe in February of 2019. The Ford F150 was kept in regular use by Department personnel serving a multitude of other purposes. Presently, the vehicle has in excess of 230,000 miles on it and is showing obvious signs of "wear and tear" from over a decade of police service. While this vehicle has served well, it is at the end of its expected lifespan as a police service vehicle.

Through sound fiscal management, combined with salary savings from vacant positions that were present throughout the year, the Exeter Police Department is in the position of being able to purchase a replacement vehicle with funds currently available in the Department's budget.

To comply with the City's purchasing policy, Department personnel started obtaining quotes for replacement vehicle options. In doing so, it was discovered that the current market for vehicle purchases combined with the traditional manner in which the City has purchased vehicles was not compatible. By the time multiple quotes were received and an agenda item started, the vehicles were already purchased by other consumers. This resulted in Department staff having to start the process all over again. Unfortunately, vehicle availability and turnover is such that in the time it takes to authorize the purchase of vehicles in the traditional manner (obtain quotes, complete a Council Agenda item, have a scheduled Council meeting where the item is discussed/approved, complete a Purchase Order, etc.) it is unlikely a replacement vehicle could be purchased until such time as the market conditions change.

During this process it was also discovered the Ford Motor Company had suspended pricing/purchasing previously available through the State Department of General Services California Multiple Award Schedules (CMAS). This action was taken directly in response to the current market for purchasing vehicles.

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**City Administrator
(Initials Required)**



With the conditions that are currently present in the vehicle purchasing market, staff is asking Council to authorize the City Administrator to enter into an agreement to purchase a replacement vehicle of up to \$65,000 after staff has obtained multiple quotes from different vendors.

Fiscal Impact: Funds for the purchase of a replacement vehicle are currently available in the Department's budget.

Prior Council/Board Actions: City Council has previously authorized the City Administrator to enter into agreements for the purchase of police vehicles.

Attachments: None.

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| <p>Recommended motion to be made by Council/Board: I move to authorize the City Administrator to enter into an agreement for the purchase of a vehicle of up to \$65,000 for the Exeter Police Department.</p> |
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**City of Exeter
Agenda Item Transmittal**

Meeting Date: May 24, 2022

Agenda Item Number: H6

Wording for Agenda: Adopt Resolution 2022-17 Re-Authorizing Remote Teleconference Meetings of all Legislative Bodies of the City of Exeter through June 23, 2022 Pursuant to Brown Act Provisions (AB 361) due to continued State Declaration of Emergency.

Submitting Department: Administration
Contact Name: Adam Ennis/Shonna Oneal
Phone Number: (559) 592-4539 or (559) 592-9244
Email: adam@exetercityhall.com or soneal@exetercityhall.com

Department Recommendation:

Staff recommends that the City Council consider and adopt Resolution 2022-17 Re-Authorizing Remote Teleconference Meetings of all Legislative Bodies of the City of Exeter through June 23, 2022 Pursuant to Brown Act Provisions (AB 361) due to continued State Declaration of Emergency.

Summary:

On April 26, 2022, the City Council adopted Resolution 2022-09 Reaffirming Its Proclamation of a Local Emergency, Re-Ratifying the Proclamation of a State of Emergency by AB 361 issued on September 16, 2021, and Re-Authorizing Remote Teleconference Meetings of all Legislative Bodies of the City of Exeter through May 26, 2022. Pursuant to Brown Act Provisions. This resolution established the criteria necessary for the City to continue conducting teleconference meetings without compliance with the requirements of Government Code section 54953(b)(s) for a period of thirty (30) days. On March 22, 2022, the Council provided staff with direction to review a hybrid meeting option allowing some members to return in person and some to attend virtually as needed.

Pursuant to AB 361, the City Council must re-consider if a state of emergency exists in the City to continue remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953 every thirty (30) days. Currently, State and local officials continue to promote social distancing measures and City's conference chambers limited capacity could present imminent risk to health and safety of attendees if there is heavy attendance in the chambers. In addition, a State of Emergency has been proclaimed by the Governor of the State of California. By allowing some members of the legislative bodies to attend remotely and some in person, the City can continue to limit capacity in the City's small conference chambers.

Background:

During the past twenty-four (24) months, the City Council and its Legislative bodies have been conducting teleconferencing meetings as allowed for pursuant to a series of executive orders, the most recent which expired September 30, 2021 (Executive Order N-08-021, issued June 11, 2021), which waived all physical presence requirements under the Brown Act as a means of limiting the spread of COVID-19. Recently adopted State law, AB 361, extends the authority of public agencies to conduct meetings by teleconference, including video conference, without compliance with all of the Brown Act's limitations on such meetings, while the state of

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**City Administrator
(Initials Required)**



emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place.

Initial reliance on AB 361 requires the following:

- 1) There must be a proclaimed state of emergency; and
- 2) One of the following circumstances exist:
 - a. State or local officials have imposed or recommended measures to promote social distancing; or
 - b. The legislative body has determined by majority vote that, as a result of the emergency, meeting in person would present imminent risk to the health or safety of attendees. See Government Code Section 54953(e)(1).

Both these conditions are presently satisfied. The Governor's State of Emergency Declaration, issued on March 4, 2020 remains in place today. The City's declaration of local emergency issued March 24, 2020, remained in place until March 2022. However, the size of the City's conference chambers could be a potential imminent risk to health and safety measures because State and local agencies continue to recommend social distancing as one of the measures to reduce the spread of COVID-19 and heavy attendance could limit the ability to maintain social distance.

Once the initial invocation of AB 361 is made, continued reliance on AB 361 for subsequent meetings requires the following:

- 1) Either the proclaimed state of emergency remains active or state or local officials have imposed or recommended measures to promote social distancing; and
- 2) Not later than 30 days after teleconferencing for the first time under the AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has reconsidered the circumstances of the emergency and at least one of the following circumstances exists:
 - a. The state of emergency continues to directly impact the ability of the members to meet safely in person; or
 - b. State or local offices continue to impose or recommend measures to promote social distancing.

If a public agency invokes AB 361, the notice and participation requirements for teleconferenced meetings are as follows:

- 1) Each notice of the meeting and agenda must identify the means by which members of the public may access the meeting and offer public comment by either a call-in option or an internet-based service option;
- 2) Teleconferenced meetings must be conducted in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body;
- 3) Public comments cannot be required to be submitted in advance of the meeting (though this may remain an option);
- 4) The public must be able to attend the meeting via call-in option or internet-based service option;
- 5) The public must have an opportunity to address the legislative body directly and offer comment in real time via call-in option or internet-based service option;
- 6) If there is a disruption that prevents the public agency from broadcasting the meeting using the call-in option or internet-based service option, or if there is a disruption within the public agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the agenda until public access to the meeting via the call-in option or internet-based service option is restored; and

7) Where, as in Exeter, the legislative body does not provide a timed public comment period but takes public comment separately on each agenda item, it shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to be recognized for the purpose of providing public comment. See Government Code Section 54953(e)(2).

In light of AB 361, the continuing State COVID-19 emergency, the continuing recommendations by the State and local officials of social distancing as one mechanism for preventing the spread of COVID-19, and the continued threats to health and safety posed by indoor public meetings with large attendance, staff recommends that Council adopt the proposed resolution making the findings required to continue AB 361. In addition, continuing to follow social distancing guidelines will assist in minimizing the potential for outbreaks in the organization and subsequent scrutiny and actions taken by Cal OSHA based on their current requirements.

Doing so will allow City Council and its legislative bodies meetings to continue to occur by teleconference, but allow for in-person attendance as well, without compliance with the teleconferencing requirements set out in Government Code Section 54953(b)(3) that would otherwise apply. The procedures currently set up for City Council meetings, which provide for public attendance and comment through a call-in or internet-based service option, satisfy the requirements of AB 361.

Continued reliance on AB 361 will require the Council to adopt a new resolution making required findings every 30 days.

Fiscal Impact: None.

Prior Council/Board Actions: On March 24, 2020 the Council adopted Resolution 2020-12 proclaiming the existence of a local emergency due to the novel coronavirus (COVID-19). On May 19, July 14, September 8, November 2 and December 8, 2020, and January 26, March 23, May 11, June 22, August 10, September 28, November 9, December 14, 2021, February 10 and March 8, 2022 Council approved to continue the state of emergency established by Resolution 2020-12 due to the Novel Coronavirus (COVID-19) for an additional 60 days. On September 28, October 26, November 18, December 14, 2021, January 11, February 10, March 8, and April 26, 2022 the Council adopted Resolutions 2021-21, 2021-24, 2021-29, 2021-31, 2022-02, 2022-03, 2022-05 and 2022-09 authorizing remote teleconferencing meetings pursuant to AB361.

Attachments: 1.) Resolution 2022-17 Re-Authorizing Remote Teleconference Meetings of all Legislative Bodies of the City of Exeter through June 23, 2022 Pursuant to Brown Act Provisions (AB 361) due to continued State Declaration of Emergency.

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| <p>Recommended motion to be made by Council/Board: I move to adopt Resolution 2022-17 as presented.</p> |
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RESOLUTION 2022-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF ALL LEGISLATIVE BODIES OF THE CITY OF EXETER THROUGH JUNE 23, 2022 PURSUANT TO BROWN ACT PROVISIONS [AB 361] DUE TO CONTINUED STATE DECLARATION OF EMERGENCY

WHEREAS, the Exeter City Council is committed to preserving and nurturing public access and participation in meetings of all City of Exeter legislative bodies; and,

WHEREAS, all meetings of the City of Exeter legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950-54963), so that any member of the public may attend, participate, and watch the City of Exeter's legislative bodies conduct their business; and,

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(s), subject to the existence of certain conditions; and,

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme period to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and,

WHEREAS, it is further required that State or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, the Exeter City Council previously adopted Resolution 2021-21 on September 28, 2021, Resolution 2021-24 on October 26, 2021, Resolution 2021-29 on November 18, 2021, Resolution 2021-31 on December 14, 2021, Resolution 2022-02 on January 11, 2022, Resolution 2022-03 on February 10, 2022, Resolution 2022-05 on March 8, 2022 and Resolution 2022-09 on April 26, 2022 finding that the requisite conditions exist for the legislative bodies of the City of Exeter to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and,

WHEREAS, as a condition of extending the use of provisions found in section 54953(e), the Exeter City Council must reconsider the circumstances of the state of emergency that exists in the City, and the Exeter City Council has done so; and

WHEREAS, emergency conditions persist in the City, specifically, a State of Emergency has been proclaimed by the Governor of the State of California; and,

WHEREAS, State and local officials continue to promote social distancing measures and City's conference chambers limited capacity could present potential imminent risk to health and safety of attendees if there is heavy attendance in the chambers; and,

WHEREAS, the City does hereby accept and acknowledge the proclamation of emergency by the Governor of the State of California; and,

WHEREAS, as a consequence of the proclamation of emergency issued by the Governor of the State of California and the limited size of the Council chambers to conduct business, the City does hereby find that the legislative bodies of the City of Exeter shall continue to permit council

members, staff, and the public, and their election, to attend meetings without compliance with paragraph three (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph two (2) of subdivision (e) of section 54953; and,

WHEREAS, the City will give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and,

WHEREAS, the legislative body will not take any further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and,

WHEREAS, the legislative body will not require public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and,

WHEREAS, the legislative body will not close the public comment until the public comment period has elapsed or until a reasonable amount of time has elapsed as specified.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference; and,

SECTION 3. Ratification of Governor's Proclamation of a State of Emergency. The City hereby accepts and acknowledges the Governor of the State of California's Proclamation of March 2, 2020 and finds the City's conference chambers limited capacity could present imminent risk to health and safety of attendees if there is heavy attendance in the chambers; and,

SECTION 4. Remote Teleconference Meetings. The City Administrator and legislative bodies of the City of Exeter are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act; and,

SECTION 5. Effective Date of Resolutions. This Resolution shall take effect immediately upon its adoption and shall be effective through June 23, 2022

Passed, approved, and adopted this 24th day of May 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Mayor

ATTEST:

City Clerk

**City of Exeter
Agenda Item Transmittal**

Meeting Date: May 24, 2022

Agenda Item Number: H7

Wording for Agenda: Authorize the City Administrator to enter into a one-year agreement with Tulare County to provide emergency dispatch and communication services for \$121,165.00.

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

Department Recommendation:
Staff recommends that Council authorize the City Administrator to enter into a one-year agreement with Tulare County to provide emergency dispatch and communication services for \$121,165.00.

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

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

EPD has been, and is currently receiving these services through an established contract with the Tulare County Sheriff's Office. These services were provided last year at an annual cost of \$105,361.00. This year the County is increasing the cost by 15%, to \$121,165.00 to be paid within 30 days of receipt of the invoice. The County has previously made the City aware that their costs have been increasing and the increases the last couple of years have been in response to those increasing costs. The City would not be able to provide these services any other way for this cost.

The current agreement is set to expire June 30, 2022. The new agreement would go into effect July 1, 2022 and expire June 30, 2023.

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

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

Attachments: Emergency Dispatch and Communication Services Agreement

Recommended motion to be made by Council/Board: I move that the Council authorize the City Administrator to enter into a one-year agreement with Tulare County to provide dispatch services for \$121,165.00.

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**City Administrator
(Initials Required)**



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

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

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

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2022 and expires at 11:59 p.m. on June 30, 2023 unless earlier terminated in accordance with the provisions of this Agreement, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SCOPE OF SERVICES:** See attached **Exhibit A**.
- 3. **PAYMENT FOR SERVICES:** See attached **Exhibit B**.
- 4. **INSURANCE:** COUNTY and CITY, each at their sole cost and expense, to protect against liability arising from any and all negligent acts or incidents caused by their employees, shall maintain during the term of this agreement Commercial General Liability and Professional Liability insurance in amounts not less than two million dollars (\$2,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, Automobile Liability (any auto) of two million dollars (\$2,000,000) per occurrence. If an annual aggregate applies it must be no less than two million dollars (\$2,000,000). COUNTY and CITY shall maintain evidence of workers' compensation and disability coverage as required by law. Coverage under such insurance shall be obtained from a carrier rated A, or better, by AM Best or a qualified program of self-insurance.
- 5. **GENERAL TERMS AND CONDITIONS:** See attached **Exhibit C**.
- 6. **NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:
Tulare County Sheriff's Office
Business Office, Fiscal Manager

With a Copy to:
County Administrative Officer
2800 W. Burrel Ave.

833 S. Akers Street
Visalia, CA 93277
Phone No.: (559) 802-9449
Fax No.: (559) 737-4283

Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CITY:

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

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

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

8. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

9. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

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

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

CITY OF EXETER

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

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

COUNTY OF TULARE

Date: _____

By _____

Edwardo Valero, Chair of the Board
Tulare County Board of Supervisors

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

By _____
Deputy Clerk

Template approved as to form by
County Counsel on May 11, 2021
Matter # 2021490

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

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

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

1. The annual cost for all services is \$121,165.

2. Billing by COUNTY will be submitted on an annual basis for services performed during the year, July 1, 2022 to June 30, 2023. COUNTY will send CITY an invoice by July 31, 2022. Payment will be due by the CITY to the COUNTY within 30 days after receipt of the invoice.

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

1. LIMITATION OF LIABILITY:

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

(b) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 1(c), IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID, AND AMOUNTS ACCRUED BUT NOT YET PAID, TO COUNTY PURSUANT TO THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$121,165, WHICHEVER IS LESS.

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

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

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

4. CONFLICT OF INTEREST:

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

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

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

5. INDEMNIFICATION AND DEFENSE:

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

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

6. TERMINATION:

(a) **Without Cause:** COUNTY may terminate this Agreement without cause by giving ninety (90) days' prior written notice to CITY of its intention to terminate under this provision, specifying the date of termination. CITY will pay to COUNTY the compensation earned for work performed and not previously paid for to the date of termination. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement.

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

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

In addition, COUNTY may terminate this Agreement based on:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE 704

AN ORDINANCE OF THE CITY OF EXETER AMENDING TITLE 17 (ZONING) OF THE EXETER MUNICIPAL CODE, REZONING REAL PROPERTY FROM THE “CC” (CENTRAL COMMERCIAL) DISTRICT TO THE “CS” (SERVICE COMMERCIAL) DISTRICT, FOR PARCELS LOCATED ON THE NORTH SIDE OF PINE STREET BETWEEN H AND G STREETS, ASSESSOR’S PARCEL NUMBER 135-110-07, 22, 23 AND 24, CONTAINING APPROXIMATELY 0.4 ACRES.

The City Council of the City of Exeter does ordain as follows:

Section 1. The City Council of the City of Exeter hereby amends Title 17 (Zoning) of the Exeter Municipal Code, by amending the Zoning Map of the City of Exeter as shown in Exhibit “A” of this ordinance; and

Section 2. The City Council of the City of Exeter has determined that the proposed amendments to the Zoning Map are consistent with the Exeter General Plan; and

Section 3. All ordinances and parts thereof of the City of Exeter Municipal Code in conflict herewith are hereby repealed; and

Section 4. This ordinance shall take effect and be in full force (30) days after adoption. Prior to the expiration of fifteen (15) days from the passage hereof, this Ordinance shall be published once in a local paper of general circulation and delivered within Exeter, together with the names of the members of the City Council voting for and against the matter; and

Section 6. Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions or this ordinance.

Section 5. The forgoing Ordinance 704 introduced at a regular meeting of the City Council of the City of Exeter, was considered upon a motion of Council member _____, second by Council member _____ at a regular meeting of the Exeter City Council on the 10th of May, 2022, by the following vote:

AYES:

NOES:

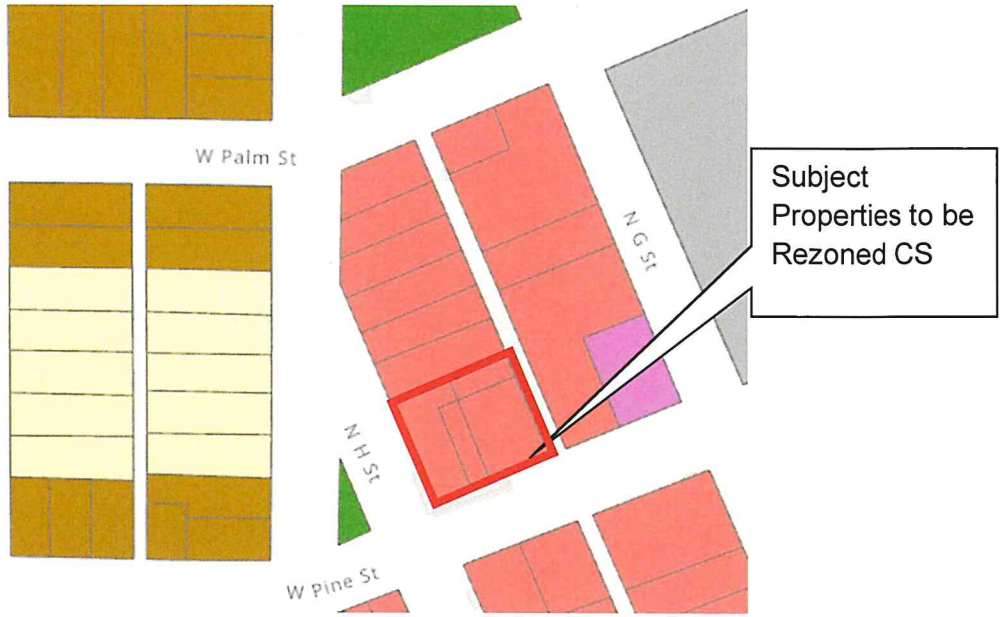
ABSTAIN:

ABSENT:

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

Exhibit "A"



ORDINANCE 705

**AN ORDINANCE OF THE CITY OF EXETER, STATE OF CALIFORNIA,
AMENDING ORDINANCE NO. 246, THE EXETER ZONING ORDINANCE,
RELATING TO THE RECLASSIFICATION OF REAL PROPERTY IN EXETER
FROM THE UR (URBAN RESERVE) DISTRICT TO THE R-1-7.5 (SINGLE-
FAMILY RESIDENTIAL, ONE UNIT PER 7,500 SQUARE FEET) DISTRICT**

THE CITY COUNCIL OF THE CITY OF EXETER DOES ORDAIN AS FOLLOWS:

Section 1. Reclassifying real property in Exeter from the UR to the R-1-7.5 district hereby amends ordinance No. 246 of the City of Exeter. The property is located west of Belmont Road and between Chestnut Avenue and the westward alignment of Firebaugh Avenue, containing 2.55 acres. The APN is 133-007-15.

Section 2. All ordinances and parts thereof of the City of Exeter in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect thirty (30) days after passage. Prior to the expiration of fifteen (15) days from the passage hereof this Ordinance shall be published once in a local paper of general circulation and delivered within Exeter, together with the names of the members of the City Council voting for and against this matter.

The forgoing Ordinance 705 introduced at a regular meeting of the City Council of the City of Exeter, was considered upon a motion of Council member _____, second by Council member _____, at a regular meeting of the Exeter City Council on the 10th of May, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

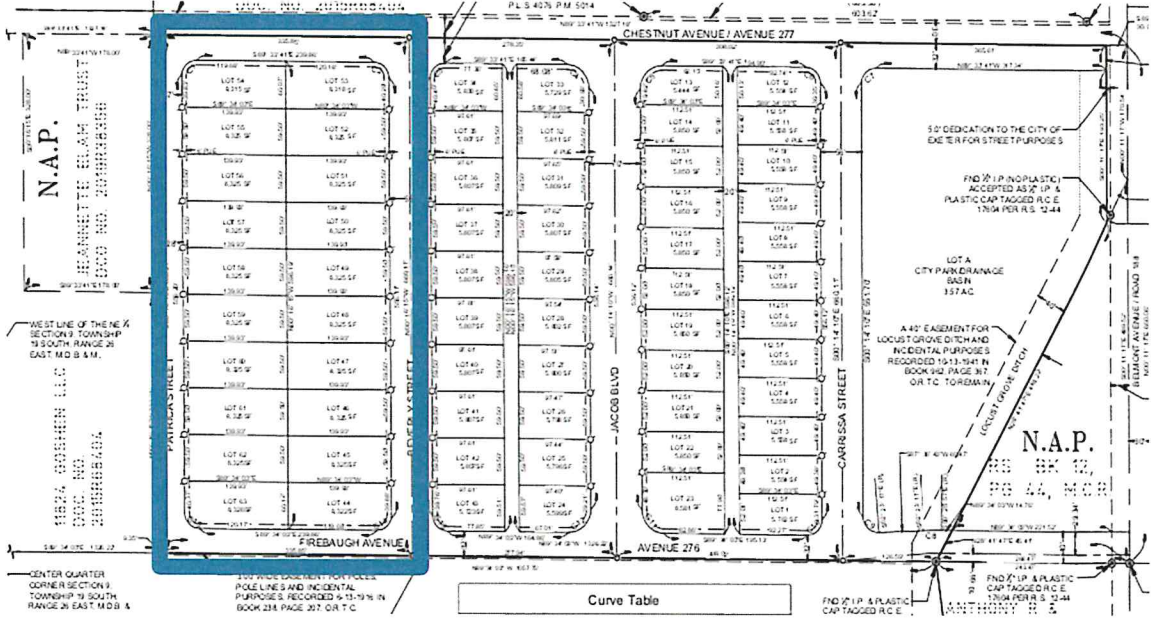
APPROVED: _____
Mayor

ATTEST: _____
City Clerk

ORDINANCE 705

EXHIBIT A

UR TO R-1-7.5



**City of Exeter
Agenda Item Transmittal**

Meeting Date: May 24, 2022

Agenda Item Number: 13

Wording for Agenda: Adopt Resolution 2022-18 Initiating Process To Make Changes To Landscape And Lighting Maintenance Assessment District No. 91-01A, ordering and directing the City Engineer to prepare a report on the assessment district to include adding a one-time assessment to pay for a drought tolerant conversion of the landscaping and setting an annual ongoing assessment, with an up to 10% annual increase for four subsequent years, for maintenance of the drought tolerant landscaping and repayment of outstanding debt of the district.

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

For action by:
 City Council

Regular Session:
 Consent Calendar
 Regular Item
 Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

Staff recommends that the Council adopt Resolution 2022-18 as presented.

Summary:

In 1990, the City of Exeter created Landscape and Lighting Maintenance Assessment District (LLMAD) No. 91-01 A, which ultimately included the Country View No. 1, Country View No. 2 and Awbrey Estates subdivisions. Over the years the costs to maintain this district increased beyond that of the assessments that were being collected, resulting in a deficit district fund balance.

In March 2020, the City of Exeter proposed to increase the assessments and undertook the process to increase the assessments, including a majority protest proceeding consistent with applicable laws and regulations, and at that time due to a majority protest against the levy of the proposed assessment, the proposed increase was abandoned. To balance the costs and assessments, the City reduced maintenance of the landscaping in this district.

Interested property owners have since then sought informal approval from the assessment district's property owners of certain proposed changes to the improvements and increases to the assessments, and have requested that the City initiate new assessment modification proceedings in accordance with California Streets and Highways Code Section 22622 et seq. Signed Poll/Surveys from 42 of the 52 property owners were collected requesting that the City ballot to add a one-time assessment to pay for a drought tolerant conversion of the landscaping and setting an annual ongoing assessment, with an up to 10% annual increase for four subsequent years, for maintenance of the drought tolerant landscaping and repayment of outstanding debt of the district.

The process would continue as follows:

1. At tonight's City Council meeting, the Council considers adoption of a resolution initiating the process to make changes to LLMAD 91-01A and directing the City Engineer to prepare a report that includes an evaluation of the district with the proposed changes.

2. At a special meeting in late May or early June (prior to June 10), the City Council considers adoption of a resolution 1) approving the engineer's reports along with diagrams and assessments for LLMAD 91-01A; 2) declaring the City Council's intention to implement assessments for future fiscal years beginning fiscal year 2022-2023 for the changes requested; 3) setting a public hearing for consideration of the proposed changes for July 26, 2022; and 4) authorizing City staff to mail Notice of the proposed changes and assessment ballot proceedings to the property owners of this district, in conformance with Proposition 218 and California Government Code Section 53753.
3. Ballots would be mailed to the property owners no later than June 10, 2022. The ballot mailing would include information specific to the district and its financial condition, as well as an official ballot indicating the Public Hearing date. Ballots may be returned and received via mail using the envelope provided or hand delivered to City Hall in person by the end of business on July 26, 2022, or hand delivered to the City Council during and prior to the end of the public hearing scheduled that evening.
4. At the public hearing on July 26, all ballots received would be brought to Council and counted. If, out of the total qualified ballots received, a majority of the ballots approve the changes the ballot will pass. If a majority denies the changes the ballot will fail, and if a tie occurs then Council may approve. If the ballot passes, the City Council may approve the changes and implementation of the modified assessments. If there is a majority protest the Council will consider the routine annual Engineer's Reports with no changes for this district and currently approved assessments along with any testimony and, with Council concurrence, adopt a resolution for the District. The resolution would certify the process to the County.
5. Subsequent to Council action, the City Staff then delivers the items to the County Assessor's office.
6. The approved assessments will then be added to the County's assessment rolls in August and the City would receive (from the County) monies from the two normal semi-annual property tax collections in December and April to pay the expense of providing the district maintenance activities.

Background:

The purpose of landscaping and lighting districts is to provide maintenance to the turf areas, shrubs, trees, irrigation systems and walls within the common areas of subdivisions. The City of Exeter has formed nineteen of these assessment districts pursuant to the Landscaping & Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code). These districts were formed upon approval, and as a part, of each subdivision's Final Maps.

The Director of Public Works typically utilizes the services of qualified landscape contractors to do the actual maintenance. This serves two (2) purposes; a) So that there is no undue burden on existing City crews and b) to easily track the actual costs for maintenance. This second item also makes it easier for the Finance to account for the costs on an annual basis.

Each year the City Council request the City Engineer prepare a report of costs that will be levied on these existing assessment districts. Each annual update reviews the costs from the previous year and adjusts the fees as may be necessary to cover costs for the upcoming year. Individual circumstances of each district are taken into account and the assessments adjusted appropriately.

Fiscal Impact: This district's fund was in annual deficit with revenue not meeting maintenance costs, which was increasing the fund deficit each year. This shortfall would have required a General Fund loan in order to not have a negative cash position, which could not continue long

term. A ballot to increase the assessments failed in 2020 so maintenance was reduced about a year and a half ago to bring the costs in balance with assessments and repay the deficit.

If a majority of the property owners in this district approve implementation of the recommended changes and associated assessments, the increase will eliminate the annual deficit in that district so that weekly maintenance can resume and, eventually, correct the current deficit fund balance in that district.

If balloting does not occur or the changes and associated assessments are not approved for the district, the current reduced level of maintenance must be continued.

Prior Council/Board Actions: Previous annual assessment considerations since creation of the district and balloting of the district in 2020.

Attachments: Resolution No. 2022-18 A Resolution Of The City Council Of The City Of Exeter Initiating Process To Make Changes To Landscape And Lighting Maintenance Assessment District No. 91-01A

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| <p>Recommended motion to be made by Council/Board: I move to adopt Resolution 2022-18 as presented.</p> |
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RESOLUTION NO. 2022-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EXETER INITIATING PROCESS TO MAKE CHANGES TO LANDSCAPE AND LIGHTING
MAINTENANCE ASSESSMENT DISTRICT NO. 91-01 A**

WHEREAS, on April 24, 1990, the City of Exeter created the Landscape and Lighting Maintenance Assessment District No. 91-01 A; and

WHEREAS, in March 2020, the City of Exeter proposed to increase the assessments and undertook the process to increase the assessments, including a majority protest proceeding consistent with applicable laws and regulations, and at that time due to a majority protest against the levy of the proposed assessment, the proposed increase was abandoned; and

WHEREAS, interested property owners have since then sought informal approval from the assessment district's property owners of certain proposed changes to the improvements and increases to the assessments, and have requested that the City initiate new assessment modification proceedings in accordance with California Streets and Highways Code Section 22622 et seq.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City proposes to initiate modifications to the Landscape and Lighting Maintenance Assessment District No. 91-01 A, proposing to make the following changes to the improvements and assessments: adding a one-time assessment to pay for a drought tolerant conversion of the landscaping and setting an annual ongoing assessment, with an up to 10% annual increase for four subsequent years, for maintenance of the drought tolerant landscaping and repayment of outstanding debt of the district.

2. The City Engineer is ordered and directed to prepare and file the Engineer's Report with the City Clerk for submission to the City Council, in accordance with California Streets and Highways Code Section 22565.

PASSED, ADOPTED AND APPROVED this 24th day of May, 2022.

Mayor

ATTEST:

City Clerk