

**EXETER CITY COUNCIL ACTION MINUTES
OCTOBER 25, 2022**

A regular session of the City Council, City of Exeter was held on Tuesday, October 25, 2022, at 7:00 p.m., in the Exeter City Council Chambers, 137 North F Street.

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

COUNCIL ABSENT: None

STAFF PRESENT: Adam Ennis, Julia Lew, John Hall, Daymon Qualls, Rainbow Moore, and Shonna Oneal

A. CALL TO ORDER REGULAR SESSION

Mayor Sally called the regular session to order at 7:00 p.m.

B. PLEDGE OF ALLEGIANCE AND INVOCATION

The Pledge of Allegiance was given by Council Member Mills.

C. SPECIAL PRESENTATIONS (if any): None

D. PUBLIC COMMENTS:

Mike Germaine addressed the Council to express concern with the sprinklers at the dog park.

E. CONSENT CALENDAR:

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

1. **Approve regular minutes of October 11, 2022**
2. **Payment of Bills**
3. **Payroll: October 14, 2022**
4. **Adopt Resolution 2022-42 approving the Exeter City Council Handbook of Rules and Procedures.**
5. **Adopt Resolution 2022-43 amending the City's 2022/23 salary schedule to reflect the following:
Update the entry salary for exempt employee classifications of Deputy City Clerk/Personnel Officer and Financial Analyst from \$64,468 (annual) to \$64,480 (annual) effective December 19, 2022, update the effective date of the hourly rate increase for minimum wage earners to December 19, 2022, and revise the Police Officer Trainee bargaining unit from Unrepresented to CLOCEA, effective October 25, 2022.**
6. **Adopt Resolution 2022-44 affirming approval of Conditional Use Permit 2022-04, to permit the operation of a martial arts studio located at 221 S. F Street, (APN: 135-122-016), a new business in the CS (Service Commercial) district.**
7. **Adopt Resolution 2022-45 affirming Conditional Use Permit Amendment 2022-03, amending the existing use permit (CUP2018-02) for Bellcraft Brew Co., located at 130 N. E Street (APN: 138-102-019), an existing business in the CC (Central Commercial) district.**

F. INDIVIDUAL BUSINESS ITEMS:

1. **Discussion regarding Dobson Field Turf Conditions.** – Public Works Director Daymon Qualls provided a report for Council's review and consideration. Council posed questions and Mr. Qualls provided responses thereto. Members of the public provided additional information regarding the field conditions for Council's consideration. Kelly Daly addressed the Council regarding her concerns with the field conditions and inquired about using Measure P. Council posed questions and Mr. Qualls, City Administrator Adam Ennis, and Recreation Coordinator Eli Garver provided a response thereto. Following discussion, no action was requested or taken.

G. CITY COUNCIL ITEMS OF INTEREST

Council discussed items of interest.

H. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

City Administrator Adam Ennis provided a brief update on City projects and upcoming events in the City.

I. ADJOURN REGULAR MEETING

Mayor Sally adjourned the regular meeting at 7:55 p.m.

Shonna Oneal, City Clerk

Approved on 10/20/2022 for Payments Through 10/20/2022

Vendor Name	Description	Amount
ADVENTIST HEALTH TULARE	SEPT LAB FEES	4,779.00
AFLAC	SEPT 2022 AFLAC	4,476.27
AT&T MOBILITY	8/1-8/31/22	818.94
BASIC	OCT COBRA FEE	30.00
CALIFORNIA BUSINESS MACHINES	SERVICE CONTRACT	82.14
CENTRAL VALLEY BUSINESS FORMS	1000 ADMIN CITATIONS	650.54
CITY OF VISALIA	FY22/23 HAZ MAT COST SHA	1,259.62
COLLINS & SCHOETTLER	SEPT 2022 PLANNING	4,400.00
COLUMN SOFTWARE PBC	PH PC FOOD TRUCK	678.05
COOK'S COMMUNICATIONS CORP	OUTFITTING OF 2022 CHEV	4,167.18
CULLIGAN	AUGUST FD WATER SERV	181.80
DAMIAN MARQUEZ	UB REFUND	24.64
DELTA LIQUID ENERGY, ARRO AUTO	9/21/22 ALDRIDGE GAS	165.94
DEPT OF JUSTICE	SEPT LIVE SCAN	1,012.00
DESIREE ERWIN	UB REFUND	95.26
DOOLEY ENTERPRISES, INC.	AMMO-9MM115GR FULL METAL	1,257.02
EMD NETWORKING SERVICES, INC.	REMOVE CANNON PRINTER FR	352.71
EXETER MOTORS, INC.	ROTOR ASY-BR	489.34
FRONTIER CALIFORNIA INC.	5139-9/16-10/15/22	809.41
GALLS PARENT HOLDINGS LLC	PERMA 1/2 IN CAP STRAP	29.67
HAAKER EQUIP CO	NEW VACTOR 2112-P-18	519,983.78
JULYSSA CRUZ	UB REFUND	158.21
KAWEAH LIFT INC	HYDRAULIC FLUID	474.03
KELLEY MEREDITH GUENTHER	UB REFUND	77.56
KEVIN RUDDY	UB REFUND	6.70
KJUG	CONCERT INT HE PARK	2,250.00
LEHR	TIMER MODULE E13	126.15
LINA GARZA	UB REFUND	27.56
LYLES UTILITY CONSTRUCTION LLC	INDUSTRAIL LIFTSTAT REH	291,108.00
MID VALLEY DISPOSAL, LLC	AUG 2022 MID VALLEY	102,772.64
PENA'S DISPOSAL INC	SHREDDING SERIVCE	83.56
PROFORCE	AIM ACRO P2 RED DOT	3,185.11
PRUDENTIAL OVERALL SUPPLY	09/03/22 UNIFORM	961.27
QUAD KNOFF ENGINEERING	220130 SANITARY SEWER SY	16,927.85
ROGERS, ANDERSON, MALODY &	AUDIT SEV JUNE-SEPT 2022	21,450.00
SAN JOAQUIN VALLEY APCD	22/23 PERMITS TO OPERATE	577.00
SELF-HELP ENTERPRISES	22 EXETER STATION MON	6,516.00
SILVER & WRIGHT LLP	SEPT-333 PALM	8,361.28
SOUTHERN CALIFORNIA EDISON	7269B-7/26/22-8/23/22	16,569.76
TALLEY OIL INC	RECLAMATE PROJECT RFB	178,951.98
TOWN & COUNTRY CAR WASH	SEPT. CAR WASH	24.00
TULARE COUNTY INFO TECHNOLOGY	CABLE REPLACEMENT AT WAT	288.58
UNIVAR SOLUTIONS USA INC	SOD HYPO 12.5%	7,975.59
US BANK N.A.	SEPT CUSTODY CHARGES	48.25
VALLEY EXPETEC	NOVEMBER MONTHLY BILLING	8,100.24
VALLEY GREEN LANDSCAPE	SEPT CITY PARK	14,820.00
VALLEY UNIFORM CENTER	UNIFROM - YARBER	225.66
VERIZON WIRELESS	PD-1094.46	1,094.46

AVENU FINANCIAL SYSTEM
11/02/2022 10:40:31

Payments for Publication

CITY OF EXETER
GL335R-V08.17 PAGE

Approved on 10/20/2022 for Payments Through 10/20/2022

Vendor Name	Description	Amount
YARBS GRADING AND PAVING, INC.	VISALIA RD IMPORV	1,041.67
4CREEKS, INC	22164 EXETER CITY ST	2,216.00

** Final Totals... 1,232,162.42

AVENU FINANCIAL SYSTEM
11/02/2022 10:40:31

Payments for Publication

CITY OF EXETER
GL060S-V08.17 RECAPPAGE
GL335R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	60,882.14
105	WATER FUND	20,247.85
106	SANITATION FUND	106,236.38
107	SEWER FUND	257,677.44
109	GAS TAX FUND	10,357.82
111	CDBG REVOLVING FUND	1,748.00
113	TRANSPORTATION FUND	182,015.98
116	LOW/MODERATE HOUSING FUND	4,768.00
120	STORM DRAIN FUND	1,138.40
121	INSURANCE FUND	30.00
131	MEASURE R	4,105.67
140	LANDSCAPE AND LIGHTING DISTR	6,677.85
141	MEASURE P	3,185.11
142	AMERICAN RESCUE PLAN ACT	573,091.78
TOTAL ALL FUNDS		1,232,162.42

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	1,232,162.42
TOTAL ALL BANKS		1,232,162.42

PERIOD 2 DATING 10/10/2022-10/23/2022 CHECK DATE 10/28/2022
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
50635	156.00	CLOCEA	4	1	VENDOR STUB ONLY
50636	570.00	EXETER POLICE OFFICER AS	3	1	VENDOR STUB ONLY
50637	156.90	EXETER POLICE OFFICER AS	3A	1	VENDOR STUB ONLY
50638	4,668.22	ENNIS/ADAM	206	1	STUB ONLY
50639	2,865.39	ONEAL/SHONNA N	203	1	STUB ONLY
50640	2,279.76	ROBELLO/HILARY	709	1	STUB ONLY
50641	1,319.98	CARTER/AMY JO	502	1	STUB ONLY
50642	1,516.10	CORREA/BIANCA	630	1	STUB ONLY
50643	1,319.88	GARVER/ELIJAH	712	1	STUB ONLY
50644	1,038.97	LARSON/MERRI	713	1	STUB ONLY
50645	3,376.20	PARK MOORE/YUN GYUNG	703	1	STUB ONLY
50646	597.19	SANCHEZ/CESILIA	307	1	STUB ONLY
50647	1,476.62	SANTOYO/AIDE G	710	1	STUB ONLY
50648	0.00	FRANCO/EEKHONG	304	1	STUB ONLY
50649	1,610.87	PHILLIPS/ZACHARY	705	1	STUB ONLY
50650	1,441.63	CARRETERO/VANESSA	402	1	STUB ONLY
50651	2,926.13	CULLUM/TRENT	444	1	STUB ONLY
50652	2,415.64	DURKEE/MARK	404	1	STUB ONLY
50653	3,190.04	GIEFER/MICHAEL DAVID	438	1	STUB ONLY
50654	1,339.51	GRAY/DAIZY	717	1	STUB ONLY
50655	3,442.16	HALL/JOHN T	406	1	STUB ONLY
50656	2,111.87	HAYES/CURTIS W	437	1	STUB ONLY
50657	2,653.15	INGLEHART/BRETT A	411	1	STUB ONLY
50658	1,981.69	LUJAN/JOSHUA	715	1	STUB ONLY
50659	2,053.30	MARX/CHRIS	706	1	STUB ONLY
50660	4,028.57	PHELPS/KEVIN M	429	1	STUB ONLY
50661	1,428.86	SHIELDS/ZION	708	1	STUB ONLY
50662	1,696.58	VILLARREAL/ISIDRO	707	1	STUB ONLY
50663	2,592.66	YARBER/ISABEL	422	1	STUB ONLY
50664	2,127.35	ALDRIDGE/GARY	618	1	STUB ONLY
50665	1,970.86	ARROYO/MARIE	623	1	STUB ONLY
50666	1,699.84	BRASSFIELD/TRAVIS	619	1	STUB ONLY
50667	1,713.59	ESPINOLA/DANIEL M	602	1	STUB ONLY
50668	24.14	GOLDSTROM/NORMAN	629	1	STUB ONLY
50669	1,628.70	HUGGINS/KYLE AARON	621	1	STUB ONLY
50670	2,642.90	QUALLS/DAYMON	607	1	STUB ONLY
50671	246.37	QUALLS/DAYMON	607	2	STUB ONLY
50672	1,369.41	RAMIREZ/JUAN	608	1	STUB ONLY
50673	709.81	WENDT/EDDIE	626	1	STUB ONLY
50674	476.24	ROWLETT/JACOB	718	1	STUB ONLY
50675	1,560.60	MILLAN/MARCUS	622	1	STUB ONLY
50676	1,435.11	MILLER/JAMES	624	1	STUB ONLY
50677	1,260.24	QUIROZ/PATRICK P	512	1	STUB ONLY
50678	1,785.09	PRIDEAUX/TRACI	448	1	STUB ONLY

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

RUN-10/27/2022 10.20.03 PAGE 3
PR311R-V14.12 Paymate

PERIOD 2 DATING 10/10/2022-10/23/2022 CHECK DATE 10/28/2022
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
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TOTALS FOR CHECK FORM: STUB

NEGOTIABLE CHECKS			COUNTS
0.00	*EMPLOYEE CHECKS	0	
0.00	*VENDOR CHECKS	0	
0.00	*BANK CHECKS	0	
0.00	**TOTAL NEGOTIABLE CHECKS	0	
OTHER CHECKS			
0.00	*MANUAL CHECKS	0	
0.00	*CANCELLED CHECKS	0	
0.00	**TOTAL FOR CHECK FORM		
NON-NEGOTIABLE CHECKS			
76,021.22	*DIRECT DEPOSIT STUBS	41	
882.90	*VENDOR DIR DEP STUBS	3	

**City of Exeter
Agenda Item Transmittal**

Meeting Date: November 8, 2022

Agenda Item Number: H4

Wording for Agenda: Adopt Resolution 2022-46 Re-Authorizing Remote Teleconference Meetings of all Legislative Bodies of the City of Exeter through December 8, 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 2022-46 Re-Authorizing Remote Teleconference Meetings of all Legislative Bodies of the City of Exeter through December 8, 2022, Pursuant to Brown Act Provisions (AB 361) due to continued State Declaration of Emergency.

Summary:

On October 11, 2022, the City Council adopted Resolution 2022-41 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 November 10, 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 thirty (30) 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, April 26, May 24, June 14, July 12, August 9, September 13, and October 11 the Council adopted Resolutions 2021-21, 2021-24, 2021-29, 2021-31, 2022-02, 2022-03, 2022-05, 2022-09, 2022-17, 2022-21, 2022-26, 2022-34, 2022-35, 2022-38, and 2022-41 authorizing remote teleconferencing meetings pursuant to AB361.

Attachments: 1.) Resolution 2022-46 Re-Authorizing Remote Teleconference Meetings of all Legislative Bodies of the City of Exeter through December 8, 2022, Pursuant to Brown Act Provisions (AB 361) due to continued State Declaration of Emergency.

<p>Recommended motion to be made by Council/Board: I move to adopt Resolution 2022-46 as presented.</p>
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RESOLUTION 2022-46

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 DECEMBER 8, 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, Resolution 2022-09 on April 26, 2022, Resolution 2022-17 on May 24, 2022, Resolution 2022-21 on June 14, 2022, Resolution 2022-26 on July 12, 2022, Resolution 2022-34 on August 9, 2022, Resolution 2022-35 on August 23, 2022, Resolution 2022-38 on September 13, 2022, and Resolution 2022-41 on October 11, 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 2. 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 3. 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 4. Effective Date of Resolutions. This Resolution shall take effect immediately upon its adoption and shall be effective through December 8, 2022

Passed, approved, and adopted this 8th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Mayor

City Clerk

City of Exeter Agenda Item Transmittal

Meeting Date: November 8, 2022

Agenda Item Number:

H5

Wording for Agenda: Approve the use of Mixer Park and a street closure request from Exeter Chamber of Commerce for E St from Pine to the public parking lot adjacent to Wildflower Café, leaving the parking lot open for public, for Small Business Saturday on November 26, 2022, between the hours of 6:00 am to 3:00 pm, subject to the permit conditions.

Submitting Department: Public Works

Contact Name: Marie Arroyo, Administrative Assistant

Phone Number: 592-3318 x 4002

Email: Marroyo@exetercithall.com

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

Approve the use of Mixer Park and Street Closure Request for November 26, 2022, subject to the permit conditions.

Summary/Background:

With Black Friday deals leading many to navigate towards big chain and retail stores for holiday shopping, American Express has led a marketing campaign since 2010 to help small businesses gain exposure and to inspire consumers to shop within their own communities during the holiday season. In support of our local businesses, Exeter Chamber of Commerce is requesting a street closure for KJUG radio to park their trailer with live broadcasting, nonfood related vendors and a local soft rock band will play throughout the day at Mixer Park.

City staff will provide street closure notices and barricades and the applicant will be responsible for the opening and closing of the street.

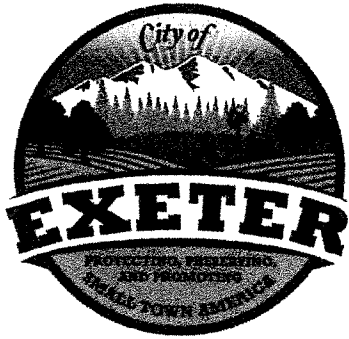
Staff recommends that Council approve the Street Closure Request subject to the permit conditions.

Fiscal Impact: Other than minimal staff time, there is no negative fiscal impact however there is great potential for local businesses to benefit.

Prior Council/Board Actions: None

Attachments: Street Closure Application
Approved Amplified Sound Permit

Recommended motion to be made by Council/Board: I move to approve the facility use of Mixer Park and a Street Closure Request for Small Business Saturday, November 26, 2022, from 6:00 am to 3:00 p.m. subject to compliance with the permit conditions.



City of Exeter Street Closure Application

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

Date of Event: 11-26-2022

Name of group requesting street closure: Exeter Chamber of Commerce

Name of contact person: Tina Rice Phone: 559 592-2919

Mailing address: 101 W Pine Street Email : tina@exeterchamber.com

Alternate Contact Person: Sarah Peltzer Machado Phone 559 592-2919

Mailing Address: 101 W Pine Street Phone: 559 592-2919

Type of event: Small Business Saturday community event / concert with non-food artisan vendors

Time of closure: 6am until 3pm

Details of streets/parking lots/public right of way requesting to be closed: *(provide map or additional pages if necessary)*

Close E Street from Pine to the edge of the Wildflower Cafe parking lot, leaving access to the parking lot open.

TR I have been provided a copy of the City of Exeter Street Closure Policy and understand the provisions.

TR I have been provided a copy of the City of Exeter Street Closure Application Attachment for insurance/waiver requirements and COVID information and understand my responsibilities.

TR I understand my \$50 application fee is nonrefundable and if my event needs to be rescheduled, I will not be required to pay a second application fee.

Applicant Signature: Tina Rice Date 10-21-2022

Office use: *****
Fee paid _____

Public Works Director _____ Chief of Police _____

Council Approval: _____



FACILITY USE APPLICATION

Application Date: 10-21-2022

Facility Requested: Mixer Park Date(s) Needed: November 26, 2022

Reason for Use: Small Business Saturday event. Music being played by a band on and in front of the mural ledge.

Equipment Needed: Outlets on the mural ledge activated

Set up time: 8am Departure time: 2:30pm

Event start time: 10am Event end time: 2:00pm

Name of Organization: Exeter Chamber of Commerce

Address: 101 W Pine Street

City: Exeter State: CA Zip: 93221

FACILITY USE POLICY

The following rules and regulations will be **STRICTLY** adhered to and enforced. Any infraction thereof shall be grounds for the immediate termination of the activity.

- 1. The Undersigned must comply with Tulare County Health Department's COVID-19 guidelines and restrictions. Any event being held at or on City Facilities must first receive approval from the Tulare County Health Department. Proof of approval must be provided to City at time of application.**

2. Users may utilize picnic benches and arbor owned by the City of Exeter and administered by the Exeter Community Services Division. Users must furnish additional equipment as needed. Table settings, kitchen utensils, etc. must be provided by the applicant. All tabletop and benches must be wiped clean and returned to its original place.
3. Nails, thumbtacks, pins, etc. **ARE NOT** allowed on the arbor structure or lights. **ONLY MASKING TAPE MAY BE USED TO ATTACH DECORATIONS TO THE FACILITY.** All decorations must be removed at the conclusion of the event.
4. **Driving on grass at City Facilities is strictly prohibited.**
5. After event has ended, users **MUST** pick up all trash in and around the activity and deposit into the trash containers provided.
6. **REPAIR COSTS: DAMAGES TO ANY STRUCTURE, EQUIPMENT OR GROUNDS ARE THE RESPONSIBILITY OF THE GROUP AND/OR INDIVIDUAL SIGNING FOR THE USE OF THE FACILITY. A PORTION OF, OR THE TOTAL DEPOSIT, MAY BE RETAINED FOR THE REPAIRS, CUSTODIAL OR REPLACEMENT PURPOSES. THE APPLICANT WILL BE BILLED FOR DAMAGES OVER THE AMOUNT OF THE DEPOSIT. A DEPOSIT OF \$100 WILL BE REQUIRED.**
7. Groups consuming **ALCOHOLIC BEVERAGES** **MUST CONFORM TO THE RULES AND REGULATIONS AS SET FORTH** in Chapter 5.08 of the Exeter Municipal Code and **MUST APPLY FOR AN ALCOHOLIC BEVERAGE PERMIT** through the Exeter Parks and Recreation Department, at least five (5) working days in advance.

INSURANCE & WAIVERS

General Liability Insurance: *The undersigned shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01 in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage including without limitation, blanket contractual liability. If a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The Undersigned's general liability policies shall be primary and shall not seek contribution from the City's coverage and shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. When alcohol is being served or sold at any permitted facility, it is mandatory that the General Liability Policy include Liquor Liability Coverage.*

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

Workers' Compensation: *Organizations with employees shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Undersigned shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.*

Indemnity/Hold Harmless Agreement: *Undersigned shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and*

costs of litigation ("claims"), arising out of the Undersigned's performance of its obligations under this agreement or out of the operations conducted by Undersigned, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Undersigned's performance of this agreement, the Undersigned shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

Communicable Disease Waiver and Release: The coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend face coverings and social distancing. The City of Exeter cannot guarantee that you will not become infected with COVID-19. Further, attending this facility for a program or activity could increase your risk of contracting COVID-19. By signing this agreement, participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that he/she may be exposed to or infected by COVID-19 while attending this facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Participant understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of himself/herself and others, including, but not limited to, City of Exeter employees, volunteers, and program participants and their families. Participant voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to himself/herself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that he/she may experience or incur in connection with attendance at the facility. Participant hereby releases, covenants not to sue, discharges, and holds harmless the City of Exeter, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Participant understands and agrees that this release, to the fullest extent permitted by law, includes any claims based on the actions, omissions, or negligence of the City of Exeter, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending a facility program or activity.

I have read the Facility Use Policy and do hereby certify that I have been duly authorized by the above-named organization which I represent to enter into this agreement, and that the activity which the organization is sponsoring fully meets the conditions set for the herein and that we agree to observe all rules and procedures as stated.

Print Name of Applicant: Tina Rice

Signature of Applicant: Tina Rice Date: 10-21-2022

Primary Phone Number(s): 559 592-2919 Email: tina@exeterchamber.com

Approved by:

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

For City Use Only: Rental Fee: _____

Deposit Fee: _____ Date Paid: _____

Cash or Check: _____ Initials: _____

Cert. Of Ins. Received, if required: _____



City of Exeter

100 North C Street
Exeter, CA 93221
Ph. #559-592-3103 Fax # 559-592-3346

Title 5, Chapter 5.48 -

Sound-Amplifying Systems, Meetings, Assemblies, Parades & Processions

Application for assemblies and parades on public streets, sidewalks and parks, also the use of sound amplifying equipment, within the City of Exeter. This application must be filed within ten (10) days nor more than sixty (60) days prior to the date of the assembly, parade or meeting.

A copy of this permit must be at the operating premises of the amplifying equipment for which this permit is issued.

Name of Applicant Tina Rice Phone No. 559 592-2919
Address 101 W Pine Street

Name of Organization Exeter Chamber of Commerce Phone No. 559 592-2919
Address 101 W Pine Street

Type of Event Small Business Saturday community event / concert Location of Event Mixer Park

Date of Event 11-26-2022 Start Time 10am End Time 2pm

Type of equipment to be used microphone, speakers, instruments

Additional Information A soft rock band playing in Mixer Park for approximately 2-3 hours.
KJUG Radio will bring "The JUG"

I, Tina Rice, HEREBY AGREE TO ABIDE BY ALL PROVISIONS SET FORTH IN CITY ORDINANCE 5.48 AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY OF EXETER.

Tina Rice
Applicant Signature
[Signature]
Chief of Police

10-21-2022
Date

Permit Denied
 Permit Approved

(THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED, HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.)

City of Exeter Agenda Item Transmittal

Meeting Date: November 8, 2022

Agenda Item Number: H6

Wording for Agenda: Approve a street closure request for Pine Street from B Street to F Street and F Street from Pine Street to Maple Street and all associated alley approaches between the hours of 3:00pm-8:00pm on Friday December 9, 2022, for the City of Exeter Christmas Parade, subject to the permit conditions.

Submitting Department: Public Works
Contact Name: Marie Arroyo, Administrative Assistant
Phone Number: 592-3318 x 4002
Email: Marroyo@exetercithall.com

Department Recommendation:
Approve the Street Closure Request for December 9, 2022, subject to the conditions presented.

Summary/Background:

After a hiatus of not hosting a community Christmas parade due to COVID restrictions and the rebuilding of the City recreation department, Recreation Coordinator Eli Garver is requesting approval of street closures for the event Friday December 9, 2022. With limited staffing in the recreation department, other City departments and community volunteers will assist. City public restrooms and trash facilities will be provided, and the Exeter Police Department will provide public safety services.

Staff recommends that Council approve the Street Closure Request subject to the permit conditions.

Fiscal Impact: Other than staff time, there is no fiscal impact.

Prior Council/Board Actions: Previous Christmas Parade Street Closure Requests

Attachments: Street Closure Application
Street Closure Map
Amplifying Sound Permit

Recommended motion to be made by Council/Board: I move to approve the Street Closure Request for the City of Exeter Christmas Parade from 3:00 p.m. to 8:00 p.m. on December 9, 2022, subject to compliance with the permit conditions.

For action by:
 City Council

Regular Session:
 Consent Calendar
 Regular Item
 Public Hearing

Review:

**City Administrator
(Initials Required)**





City of Exeter Street Closure Application

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

Date of Event: 12/9/22

Name of group requesting street closure: City of Exeter

Name of contact person: Eki Garver Phone: 592-3710

Mailing address: 137 N. F ST Exeter, CA Email: egarver@exetercityhall.com

Alternate Contact Person: Amy Carter Phone 592-3810

Mailing Address: acarter@exetercityhall.com Phone: _____

Type of event: Parade

Time of closure: 3:30 PM until 8:00 PM

Details of streets/parking lots/public right of way requesting to be closed: (provide map or additional pages if necessary)

Diagonal from shell alley way to the courthouse and
B ST, Rocky Hill Dr through Pine St and F ST Map Behind

EG I have been provided a copy of the City of Exeter Street Closure Policy and understand the provisions.

EG I have been provided a copy of the City of Exeter Street Closure Application Attachment for insurance/waiver requirements and COVID information and understand my responsibilities.

EG I understand my \$50 application fee is nonrefundable and if my event needs to be rescheduled, I will not be required to pay a second application fee.

Applicant Signature: [Signature] Date 10/4/22

Office use: *****
Fee paid _____

Public Works Director _____ Chief of Police _____

Council Approval: _____



FACILITY USE APPLICATION

Application Date: 10/4/22

Facility Requested: Downtown Date(s) Needed: 12/9/22

Reason for Use: Christmas Parade

Equipment Needed: Barricades

Set up time: 3:30 PM Departure time: 8:00 PM

Event start time: 6:30 PM Event end time: 7:30 PM

Name of Organization: City of Exeter

Address: 137 N. F ST

City: Exeter State: CA Zip: 93221

FACILITY USE POLICY

The following rules and regulations will be **STRICTLY** adhered to and enforced. Any infraction thereof shall be grounds for the immediate termination of the activity.

1. The Undersigned must comply with Tulare County Health Department's COVID-19 guidelines and restrictions. Any event being held at or on City Facilities must first receive approval from the Tulare County Health Department. Proof of approval must be provided to City at time of application.

2. Users may utilize picnic benches and arbor owned by the City of Exeter and administered by the Exeter Community Services Division. Users must furnish additional equipment as needed. Table settings, kitchen utensils, etc. must be provided by the applicant. All tabletop and benches must be wiped clean and returned to its original place.
3. Nails, thumbtacks, pins, etc. **ARE NOT** allowed on the arbor structure or lights. **ONLY MASKING TAPE MAY BE USED TO ATTACH DECORATIONS TO THE FACILITY.** All decorations must be removed at the conclusion of the event.
4. **Driving on grass at City Facilities is strictly prohibited.**
5. After event has ended, users **MUST** pick up all trash in and around the activity and deposit into the trash containers provided.
6. **REPAIR COSTS: DAMAGES TO ANY STRUCTURE, EQUIPMENT OR GROUNDS ARE THE RESPONSIBILITY OF THE GROUP AND/OR INDIVIDUAL SIGNING FOR THE USE OF THE FACILITY. A PORTION OF, OR THE TOTAL DEPOSIT, MAY BE RETAINED FOR THE REPAIRS, CUSTODIAL OR REPLACEMENT PURPOSES. THE APPLICANT WILL BE BILLED FOR DAMAGES OVER THE AMOUNT OF THE DEPOSIT. A DEPOSIT OF \$100 WILL BE REQUIRED.**
7. Groups consuming **ALCOHOLIC BEVERAGES** **MUST CONFORM TO THE RULES AND REGULATIONS AS SET FORTH** in Chapter 5.08 of the Exeter Municipal Code and **MUST APPLY FOR AN ALCOHOLIC BEVERAGE PERMIT** through the Exeter Parks and Recreation Department, at least five (5) working days in advance.

INSURANCE & WAIVERS

General Liability Insurance: *The undersigned shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01 in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage including without limitation, blanket contractual liability. If a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The Undersigned's general liability policies shall be primary and shall not seek contribution from the City's coverage and shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. When alcohol is being served or sold at any permitted facility, it is mandatory that the General Liability Policy include Liquor Liability Coverage.*

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

Workers' Compensation: *Organizations with employees shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Undersigned shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.*

Indemnity/Hold Harmless Agreement: *Undersigned shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and*

costs of litigation ("claims"), arising out of the Undersigned's performance of its obligations under this agreement or out of the operations conducted by Undersigned, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Undersigned's performance of this agreement, the Undersigned shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

Communicable Disease Waiver and Release: The coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend face coverings and social distancing. The City of Exeter cannot guarantee that you will not become infected with COVID-19. Further, attending this facility for a program or activity could increase your risk of contracting COVID-19. By signing this agreement, participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that he/she may be exposed to or infected by COVID-19 while attending this facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Participant understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of himself/herself and others, including, but not limited to, City of Exeter employees, volunteers, and program participants and their families. Participant voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to himself/herself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that he/she may experience or incur in connection with attendance at the facility. Participant hereby releases, covenants not to sue, discharges, and holds harmless the City of Exeter, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Participant understands and agrees that this release, to the fullest extent permitted by law, includes any claims based on the actions, omissions, or negligence of the City of Exeter, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending a facility program or activity.

I have read the Facility Use Policy and do hereby certify that I have been duly authorized by the above-named organization which I represent to enter into this agreement, and that the activity which the organization is sponsoring fully meets the conditions set for the herein and that we agree to observe all rules and procedures as stated.

Print Name of Applicant: Eli Garver

Signature of Applicant:  Date: 10/4/22

Primary Phone Number(s): 592-3710 Email: egarver@exeter-city.net

Approved by:

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

For City Use Only: Rental Fee: _____
Cash or Check: _____ Initials: _____

Deposit Fee: _____ Date Paid: _____
Cert. Of Ins. Received, if required: _____



STREET CLOSURE APPLICATION ATTACHMENT

INSURANCE & WAIVERS

General Liability Insurance: *The undersigned shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage including without limitation, blanket contractual liability. If a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The Undersigned's general liability policies shall be primary and shall not seek contribution from the City's coverage, and shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. When alcohol is being served or sold at any permitted facility, it is mandatory that the General Liability Policy include Liquor Liability Coverage.*

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

Workers' Compensation: *Organizations with employees shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Undersigned shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.*

Indemnity/Hold Harmless Agreement: *Undersigned shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Undersigned's performance of its obligations under this agreement or out of the operations conducted by Undersigned, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Undersigned's performance of this agreement, the Undersigned shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.*

Communicable Disease Waiver and Release: *The coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend face coverings and social distancing. The City of Exeter cannot guarantee that you will not become infected with COVID-19. Further, attending this facility for a program or activity could increase your risk of contracting COVID-19. By signing this agreement, participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that he/she may be exposed to or infected by COVID-19 while attending this facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Participant understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of himself/herself and others, including, but not limited to, City of Exeter employees, volunteers, and program participants and their families. Participant voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to himself/herself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that he/she may experience or incur in connection with attendance at the facility. Participant hereby releases, covenants not to sue, discharges, and holds harmless the City of Exeter, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Participant understands and agrees that this release, to the fullest extent permitted by law, includes any claims based on the actions, omissions, or negligence of the City of Exeter, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending a facility program or activity.*

I have read the Street Closure Request Application Attachment and do hereby certify that I have been duly authorized by the organization which I represent to enter into this agreement, and that the activity which the organization is sponsoring fully meets the conditions set forth herein and that we agree to observe all rules and procedures as stated.

Print Name of Applicant: Eli Garver

Signature of Applicant:  Date: 10/4/22

Primary Phone Number(s): 592-3716 Email: egarver@exetercityhall.com



City of Exeter

100 North C Street
Exeter, CA 93221
Ph. #559-592-3103 Fax # 559-592-3346

Title 5, Chapter 5.48 –

Sound-Amplifying Systems, Meetings, Assemblies, Parades & Processions

Application for assemblies and parades on public streets, sidewalks and parks, also the use of sound amplifying equipment, within the City of Exeter. This application must be filed within ten (10) days nor more than sixty (60) days prior to the date of the assembly, parade or meeting.

A copy of this permit must be at the operating premises of the amplifying equipment for which this permit is issued.

Name of Applicant Eli Garver Phone No. 592-3710
Address 137 N. F ST Exeter, CA

Name of Organization City of Exeter Phone No. 592-3710
Address 137 N F St Exeter, CA

Type of Event Parade Location of Event Downtown

Date of Event 12/9/22 Start Time 5:00PM End Time 7:30 PM

Type of equipment to be used Speakers and Cars

Additional Information _____

I, Eli Garver, HEREBY AGREE TO ABIDE BY ALL PROVISIONS SET FORTH IN CITY ORDINANCE 5.48 AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY OF EXETER.

Eli Garver
Applicant Signature

[Signature]
Chief of Police

10/4/22
Date

Permit Denied
 Permit Approved

(THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.)

City of Exeter Agenda Item Transmittal

Meeting Date: November 8, 2022

Agenda Item Number:

H7

Wording for Agenda: Approve a facility use request for Mixer Park and the closure of eight (8) parking spaces on the west side of Mixer Park for the Exeter Chamber of Commerce each Thursday from 4:00pm until 9:00pm beginning December 1 and concluding December 22 for photos with Santa, the Grinch appearance and live music by choir groups, subject to permit conditions.

Submitting Department: Public Works
Contact Name: Marie Arroyo, Administrative Assistant
Phone Number: 592-3318 x 4002
Email: Marroyo@exetercithall.com

For action by:

City Council

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

Approve a facility use request for Mixer Park and the closure of eight (8) parking spaces on the west side of Mixer Park for the Exeter Chamber of Commerce each Thursday from 4:00pm until 9:00pm beginning December 1 and concluding December 22 for photos with Santa, the Grinch appearance and live music by choir groups, subject to permit conditions.

Summary/Background:

Each Thursday evening in December the Christmas spirit will be alive in Exeter. Many of the downtown businesses will be offering extended hours, rides will be offered on the antique firetruck, appearances by the Grinch, choir performances and of course, opportunities to meet Santa and Mrs. Claus.

City staff will provide parking closure notices and barricades and the applicant will be responsible for the opening and closing of parking spaces.

Staff recommends that Council approve the facility use and parking closure request subject to the permit conditions.

Fiscal Impact: Other than staff time, there is no negative fiscal impact; however, there is great potential for local businesses to benefit from these events.

Prior Council/Board Actions: None

Attachments: Facility Use Application
Amplified Sound Permit

Recommended motion to be made by Council/Board: I Move to approve the facility use request for Mixer Park and the closure of eight (8) parking spaces on the west side of Mixer Park for the Exeter Chamber of Commerce each Thursday from 4:00pm until 9:00pm beginning December 1 and concluding December 22 for photos with Santa, the Grinch appearance and live music by choir groups, subject to permit conditions.



FACILITY USE APPLICATION

Application Date: 10/28/2022

Facility Requested: Mixer Park Date(s) Needed: December 1, 8, 15, 22

Reason for Use: Visits and pictures with Santa Claus, local choir groups singing, The Exeter Grinch appearances and for waiting to ride on the antique fire truck.

Equipment Needed: N/A

Set up time: 4:00pm Departure time: 9:00pm

Event start time: 5:00pm Event end time: 9:00pm

Name of Organization: The Exeter Chamber of Commerce

Address: 101 W Pine Street

City: Exeter State: California Zip: 93221

FACILITY USE POLICY

The following rules and regulations will be **STRICTLY** adhered to and enforced. Any infraction thereof shall be grounds for the immediate termination of the activity.

- 1. The Undersigned must comply with Tulare County Health Department's COVID-19 guidelines and restrictions. Any event being held at or on City Facilities must first receive approval from the Tulare County Health Department. Proof of approval must be provided to City at time of application.**

2. Users may utilize picnic benches and arbor owned by the City of Exeter and administered by the Exeter Community Services Division. Users must furnish additional equipment as needed. Table settings, kitchen utensils, etc. must be provided by the applicant. All tabletop and benches must be wiped clean and returned to its original place.
3. Nails, thumbtacks, pins, etc. **ARE NOT** allowed on the arbor structure or lights. **ONLY MASKING TAPE MAY BE USED TO ATTACH DECORATIONS TO THE FACILITY.** All decorations must be removed at the conclusion of the event.
4. **Driving on grass at City Facilities is strictly prohibited.**
5. After event has ended, users **MUST** pick up all trash in and around the activity and deposit into the trash containers provided.
6. **REPAIR COSTS: DAMAGES TO ANY STRUCTURE, EQUIPMENT OR GROUNDS ARE THE RESPONSIBILITY OF THE GROUP AND/OR INDIVIDUAL SIGNING FOR THE USE OF THE FACILITY. A PORTION OF, OR THE TOTAL DEPOSIT, MAY BE RETAINED FOR THE REPAIRS, CUSTODIAL OR REPLACEMENT PURPOSES. THE APPLICANT WILL BE BILLED FOR DAMAGES OVER THE AMOUNT OF THE DEPOSIT. A DEPOSIT OF \$100 WILL BE REQUIRED.**
7. Groups consuming **ALCOHOLIC BEVERAGES** **MUST CONFORM TO THE RULES AND REGULATIONS AS SET FORTH** in Chapter 5.08 of the Exeter Municipal Code and **MUST APPLY FOR AN ALCOHOLIC BEVERAGE PERMIT** through the Exeter Parks and Recreation Department, at least five (5) working days in advance.

INSURANCE & WAIVERS

General Liability Insurance: *The undersigned shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01 in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage including without limitation, blanket contractual liability. If a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The Undersigned's general liability policies shall be primary and shall not seek contribution from the City's coverage and shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. When alcohol is being served or sold at any permitted facility, it is mandatory that the General Liability Policy include Liquor Liability Coverage.*

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

Workers' Compensation: *Organizations with employees shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Undersigned shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.*

Indemnity/Hold Harmless Agreement: *Undersigned shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and*

costs of litigation ("claims"), arising out of the Undersigned's performance of its obligations under this agreement or out of the operations conducted by Undersigned, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Undersigned's performance of this agreement, the Undersigned shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

Communicable Disease Waiver and Release: The coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend face coverings and social distancing. The City of Exeter cannot guarantee that you will not become infected with COVID-19. Further, attending this facility for a program or activity could increase your risk of contracting COVID-19. By signing this agreement, participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that he/she may be exposed to or infected by COVID-19 while attending this facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Participant understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of himself/herself and others, including, but not limited to, City of Exeter employees, volunteers, and program participants and their families. Participant voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to himself/herself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that he/she may experience or incur in connection with attendance at the facility. Participant hereby releases, covenants not to sue, discharges, and holds harmless the City of Exeter, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Participant understands and agrees that this release, to the fullest extent permitted by law, includes any claims based on the actions, omissions, or negligence of the City of Exeter, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending a facility program or activity.

I have read the Facility Use Policy and do hereby certify that I have been duly authorized by the above-named organization which I represent to enter into this agreement, and that the activity which the organization is sponsoring fully meets the conditions set for the herein and that we agree to observe all rules and procedures as stated.

Print Name of Applicant: Tina Rice

Signature of Applicant: Tina Rice Date: 10/28/2022

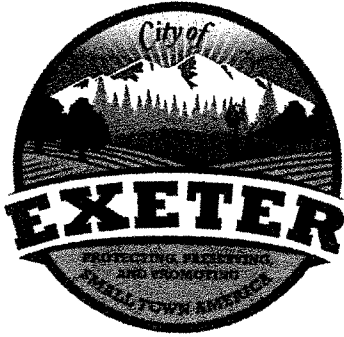
Primary Phone Number(s): 559 592-2919 Email: chamber@exeterchamber.com

Approved by:

Print Name: _____ Print Name: _____

Signature: _____ Signature: _____

For City Use Only: Rental Fee: _____ Deposit Fee: _____ Date Paid: _____
Cash or Check: _____ Initials: _____ Cert. Of Ins. Received, if required: _____



City of Exeter

100 North C Street
Exeter, CA 93221
Ph. #559-592-3103 Fax # 559-592-3346

Title 5, Chapter 5.48 –

Sound-Amplifying Systems, Meetings, Assemblies, Parades & Processions

Application for assemblies and parades on public streets, sidewalks and parks, also the use of sound amplifying equipment, within the City of Exeter. This application must be filed within ten (10) days nor more than sixty (60) days prior to the date of the assembly, parade or meeting.

A copy of this permit must be at the operating premises of the amplifying equipment for which this permit is issued.

Name of Applicant Tina Rice Phone No. 559 592-2919
Address 101 W Pine Street, Exeter, CA

Name of Organization Exeter Chamber of Commerce Phone No. 559 592-2919
Address 101 W Pine Street, Exeter, CA

Type of Event Christmas Open House Location of Event Mixer Park

Date of Event December 1, 8, 15, 22 Start Time 5:00pm End Time 8:00pm

Type of equipment to be used Speaker and microphone

Additional Information The speaker and microphone will be used for making general announcements and for conducting a countdown to turn on the Christmas lights

I, Tina Rice - Exeter Chamber, HEREBY AGREE TO ABIDE BY ALL PROVISIONS SET FORTH IN CITY ORDINANCE 5.48 AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY OF EXETER.

Tina Rice
Applicant Signature

10/28/2022
Date

Chief of Police

Permit Denied
 Permit Approved

(THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED, HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.)