EXETER CITY COUNCIL ACTION MINUTES
November 14, 2023

A closed session of the City Council, City of Exeter was held on Tuesday, November 14, 2023, at 6:30 p.m., in the Exeter City Council Chambers, 137 North F Street.

COUNCIL PRESENT: Frankie Alves, Justin Mills, Barbara Sally, Jacob Johnson, and Vicki Riddle.

COUNCIL ABSENT: None

STAFF PRESENT: Adam Ennis, Shonna Oneal, and Julia Lew.

A. CALL TO ORDER CLOSED SESSION
Mayor Alves called the closed session to order at 6:30 p.m.

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS
Mayor Alves requested those who wish to speak on matters listed on the Closed Session Agenda to do so at this time.

There were no public comments presented.

C. ADJOURN TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION(S):
Mayor Alves adjourned to closed session at 6:32 p.m.

1. 54957 Public Employment Classification: City Clerk
2. 54957.6 Conference with Labor Negotiators
   Agency Negotiator: Adam Ennis
   Employee Group: Unrepresented City Clerk

A regular session of the City Council, City of Exeter was held on Tuesday, November 14, 2023, at 7:00 p.m., in the Exeter City Council Chambers, 137 North F Street.

COUNCIL PRESENT: Frankie Alves, Justin Mills, Barbara Sally, Jacob Johnson, and Vicki Riddle.

COUNCIL ABSENT: None

STAFF PRESENT: Adam Ennis, Julia Lew, Daymon Qualls, Shonna Oneal, John Hall, Eekhong Franco, and Christina Arias.

D. CALL TO ORDER REGULAR SESSION AND REPORT ON CLOSED SESSION ITEMS (if any)
Mayor Alves called the regular session to order at 7:00 p.m. City Attorney Julia Lew reported on a motion made by Mayor Pro Tem Mills, seconded by Council Member Sally, and unanimously carried to appoint Adam Ennis as Acting City Clerk, effective November 18, 2023, until filled.

E. PLEDGE OF ALLEGIANCE AND INVOCATION
The Pledge of Allegiance was given by Council Member Johnson and an invocation was given by Pastor Steve Gipsen.

F.SPECIAL PRESENTATIONS:

a. **Resolution of Commendation** – City Administrator introduced the item and Mayor Alves presented Shonna Oneal with a Resolution of Commendation.

G. PUBLIC COMMENTS:
Jeff Wilson addressed the council to express his support for the Park's portable restrooms and expressed opposition of approval for the PD restroom trailer and expressed concerns regarding various requests.

H. CONSENT CALENDAR:

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

1. **Approve regular minutes of October 10, 2023 & special minutes of November 2, 2023**
2. **Payment of Bills**
3. **Payroll October 13, 2023 & October 27, 2023**
4. **Approve a revision to a portion of the previously approved street closure for the annual City of Exeter Christmas Parade, to reflect the closure of E Street between Pine Street and Maple, and between Pine and Palm, and an extension of the Pine Street closure from F Street, continuing west to G Street, between the hours of 3:00 p.m. - 8:00 p.m. on Friday December 1, 2023, for the City of Exeter Christmas Parade, subject to the conditions previously presented.**
5. **Reject the only bid received in response to RFB 23-006, the FY-23 Annual Contract for Concrete Repairs, and authorize staff to re-advertise a modified RFB.**
6. **Authorize the City Administrator to execute an agreement with TJKM of Pleasanton, CA, in an amount not to exceed $39,997.66 to prepare an Active Transportation Plan for the City of Exeter.**
7. **Authorize an extension of the existing agreement with the non-profit Sequoia Community Corps, a project of Community Services Employment Training, Inc. (CSET) of Tulare County, to operate a California Redemption Value (CRV) beverage container mobile buy back center on the City's property located at 314 West Firebaugh in Exeter, through June 30, 2025.**
8. **Award and authorize the City Administrator to execute a contract with Central Valley Air Conditioning of Atwater, CA in the amount of $150,583 to perform HVAC upgrades and replacements at various City facilities and authorize a contingency amount of $15,000 for potential unforeseen conditions.**
9. **Adopt Resolution 2023-28 amending the City's 2023/24 salary schedule and personnel allocation.**

I. INDIVIDUAL BUSINESS ITEMS:

1. **Consideration of new agreement with the City of Visalia to provide Animal Control and Shelter Services for the City of Exeter at an annual cost of $216,900, authorize the City Administrator to execute the agreement subject to minor clarifying changes acceptable to the City Attorney and appropriate funding from the General Fund and/or Measure P Fund for the cost.** City Administrator Adam Ennis provided a PowerPoint presentation for Council's review and consideration. Council posed questions and Mr. Ennis, and City Attorney Julia Lew provided responses thereto. Following discussion, it was moved by Mayor Alves, seconded by Council Member Johnson, to authorize Mr. Ennis to negotiate and bring this item back to council for final approval.
2. **Consideration/input concerning formation of ad hoc and standing committees related to Landscape and Lighting Maintenance Districts**. City Attorney Julia Lew provided a report for council's review and consideration. Council posed questions Ms. Lew provided responses thereto. Troy Staib addressed the council regarding concerns with the LLMD standing committee. Jeff Wilson addressed the council in opposition to City's forming a LLMD standing committee. Mr. Wilson expressed his opposition to the City entering into a new agreement with the City of Visalia to provide Animal Control and Shelter Services. Mr. Staib expressed concerns regarding the Animal Control and Shelter Services' new agreement. Following discussion, council provided direction for Ms. Lew to return to council with the formation of the LLMD standing committee as a consent item.

J. CITY COUNCIL ITEMS OF INTEREST

Council discussed items of interest. Council Member Riddle requested that a Radar Speed Sign item be agendized for a future meeting. It was the consensus of the Council to add the item requested.

K. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

City Administrator Adam Ennis, Public Works Director Daymon Qualls, Police Chief John Hall, and Finance Director Eekhong Franco provided a brief update on City and department related items.

L. ADJOURN REGULAR MEETING

Mayor Alves adjourned the regular meeting at 9:40 p.m.

Christina Arias, Deputy City Clerk

EXETER CITY COUNCIL ACTION MINUTES
SEPTEMBER 8, 2023

A special meeting of the City Council, City of Exeter was held on Friday, September 8, 2023, at 5:15 p.m., in the Exeter City Council Chambers, 137 North F Street.

COUNCIL PRESENT: Frankie Alves, Jacob Johnson, Vickie Riddle, Barbara Sally

COUNCIL ABSENT: Justin Mills

STAFF PRESENT: Adam Ennis, Julia Lew, Christina Arias, Dan Espinola, and Spencer Supinger

1. **Call to Order Special Meeting**
   Mayor Alves called the special meeting to order at 5:15 p.m.

2. **Public Comments** – There were no public comments presented.

3. **Discussion of solutions to the issues of the Lighting and Landscape Districts in the City of Exeter.**
   Mayor Alves introduced the item and opened the floor to public comment.

   Jeff Willson addressed the Council to express concerns with various issues regarding the LLMAD and posed questions for council and staff.

   Junior Villalpando addressed the Council to express concerns with the LLMAD.

   Tommy Blackmon addressed the Council to express concerns with various issues regarding the LLMAD and posed questions for council and staff.

   Sherri Wilson addressed the Council to express concerns with the LLMAD.

   Tricia Blattler addressed the Council to express concerns with the LLMAD and posed questions for council and staff.

   Ron Carter addressed the Council to express concerns with the LLMAD.

   Council provided direction for staff to research 1.) staffing cost 2.) debt elimination 3.) dissolution of landscape and lighting districts and 4.) ad hoc committee options to address Citizen's requests. Council Member Johnson requested these items be agenized for the September 26th council meeting. It was the consensus of the Council to add the items requested.

4. **Adjournment of Special Meeting**
   The special meeting was adjourned at 8:17 p.m.

Christina Arias Deputy City Clerk

EXETER CITY COUNCIL ACTION MINUTES
DECEMBER 4, 2023

A special meeting of the City Council, City of Exeter was held on Monday, December 4, 2023, at 5:15 p.m., in the Exeter City Council Chambers, 137 North F Street.

COUNCIL PRESENT: Frankie Alves, Jacob Johnson, Vickie Riddle, Barbara Sally, Justin Mills

COUNCIL ABSENT: None

STAFF PRESENT: Adam Ennis, Julia Lew, Daymon Qualls, John Hall, Eekhong Franco, and Christina Arias

1. **Call to Order Special Meeting**
   Mayor Alves called the special meeting to order at 5:15 p.m.

2. **Public Comment Regarding Special Meeting**
   There were no public comments presented.

3. **Workshop Introduction**
   City Administrator Adam Ennis provided an overview and expectations for the workshop.

4. **Introduction of Facilitator**
   City Administrator Adam Ennis introduced Dr. Jacqueline L. Ryle of Empowerment Strategies and noted Dr. Ryle had a career of over 34 years of public service with the cities of Modesto and Fresno.

5. **Council Introductions**
   Council provided brief introductions and Dr. Jacqueline L. Ryle discussed priorities of the Management workshop. Mr. Ennis provided a PowerPoint presentation highlighting the priorities of the previous Management workshop.

6. **Facilitator Overview of Management Group Session**
   Dr. Jacqueline L. Ryle reviewed the priorities with Council and led them into discussion regarding all priorities. Council discussed the priorities and provided feedback regarding values of the City.

7. **Priorities from Management Group Session**
   City Administrator Adam Ennis led a discussion with the Council regarding the priorities and challenges regarding various issues. Council posed questions and staff provided responses thereto.

8. **Council Strategic Planning Session**
   Dr. Jacqueline L. Ryle posed questions for Council and Council provided responses thereto. Council discussed ways for the City to increase revenue and discussed ideas for the City to attract potential businesses and discussed a potential special sales tax to be placed in a future ballot. Council addressed staff to express their appreciation for their hard work.

9. **Adjourn Special Meeting**
   Mayor Alves adjourned the Special Meeting at 8:00 p.m.

Christina Arias Deputy City Clerk

Approved on 11/14/2023 for Payments Through 11/14/2023

Vendor Name	Description	Amount
EMD NETWORKING SERVICES, INC.	NOV MONTHLY BILLING	2,771.60
**	Final Totals...	2,771.60

Approved on 11/16/2023 for Payments Through 11/16/2023

Vendor Name	Description	Amount
A&E INDUSTRIAL CLEANING	LABOR: PRESSURE WASHER L	583.89
ADVENTIST HEALTH TULARE	OCT LAB FEES	282.00
ARLINE CARRILLO	UB DEP. REFUND	35.19
AT&T	LIVESCAN 10/1-10/31/23	415.37
AWARDS & SIGNS UNLIMITED INC.	SCROTH PARK SIGN	3,504.56
BASIC	NOV 2023 COBRA FEE	32.09
BUZZ KILL PEST CONTROL	OCT DOBSON CONCESSION	176.00
CAL BENNETT'S	FURNITURE FOR ELIS OFFIC	2,189.87
CALIFORNIA BUSINESS MACHINES	PD SERV CONT 11/09-12/08	96.68
CENTRAL CAL WATERWORKS, INC	CPO NOV 2023	17,682.46
CITY OF VISALIA	SEPT 2023 ANIMAL SERV	12,633.34
COLLINS & SCHOETTLER	OCT 2023 CITY PLANNING	6,008.75
CRAIGS AUTO PARTS	DELO GREASE	617.87
DEPT OF JUSTICE	OCT FINGER PRINTS	165.00
DIVISION OF STATE ARCHITECT	JULY-SEPT 2023 DSA	25.20
DOOLEY ENTERPRISES, INC.	5.56 MM 55GR FULL METAL	11,448.97
ELITE CORPORATE MEDICAL SERV	MED CLINIC FEE-56	1,316.00
EMD NETWORKING SERVICES, INC.	NEW SERVER	9,871.94
EMPLOYER DRIVEN SOLUTIONS	DEC CLAIMS	3,443.53
EMPLOYMENT DEVELOPMENT DEPT	07/01-09/30/2023	649.00
EWING IRRIGATION PRODUCTS INC	HUNTER PRO-C 3STA EXP	306.30
EXETER IRRIGATION & SUPPLY	2" SCH40 PVC COUPLING SL	587.72
EXETER MERCANTILE CO.	GAT 26 CORDLESS	461.19
EXETER MOTORS, INC.	FILTER ODOUR	1,167.41
FRESNO OXYGEN	STD LRG FOWS CYLS	138.67
JACK GRIGGS INC	OCT. 2023 FUEL	9,936.28
KAWEAH PUMP, INC.	CONTACTOR OIL	649.73
KRC SAFETY CO INC.	.080 HIP WITH 1160I OVER	1,220.63
LANE SHULER	UB DEP. REFUND	108.93
MCCORMICK KABOT JENNER & LEW	AUG GEN GOV	5,269.44
MID VALLEY DISPOSAL, LLC	OCT MID VALLEY	104,892.33
MOORE TWINING ASSOCIATES, INC	MANGANESE TOTAL EPA 200.	829.00
MOTOROLA SOLUTIONS, INC	APX6500/ENH SERIES	10,410.52
NHA ADVISORS, LLC	2020 WTR BOND FY 21/22	3,750.00
PACE SUPPLY CORP.	TYPR K SOFT COPPER PIPE	4,786.59
PENA'S DISPOSAL INC	PD SHREDDING	83.56
RIO HONDO COMMUNITY	ENROLLMENT/ MATERIAL FEE	228.00
ROBERT HALF INTERNATIONAL INC.	PHELPS WKEND-11/03/23	815.85
SCA OF CA, LLC	OCT REGEN AIR AND STREET	3,875.00
SILVER & WRIGHT LLP	146 G ST	4,433.66
SIMMONS TIRE SERVICE	245/55R18 103V GDYR CR13	309.07
SOUTHERN CALIFORNIA EDISON	3948-8/23-9/21/23	2,755.76
STATE OF CALIFORNIA DEPT OF	LICENSE RENEWAL FEE	180.00
SUN BADGE COMPANY	SLIME LINE TWO TONE	177.93
T-MOBILE	PW-9/21-10/20/2023	189.00
TRANSUNION RISK & ALTERNATIVE	OCT PERSON SEARCH	75.00
TU CO TREASURER-TAX COLLECTOR	LAS PALMAS SUB LOT 8	2,240.72
TULARE COUNTY	09/23 PRINT	1,048.15

Approved on 11/16/2023 for Payments Through 11/16/2023

Vendor Name	Description	Amount
TULARE COUNTY JAIL	BADGE STICKERS	382.46
UNIVAR SOLUTIONS USA INC	SOD HYPO 12.5%	1,730.79
US BANK N.A.	OCT 2023 CUSTODY	37.00
USA BLUEBOOK	MARK TIME ELAPSED	231.59
VALLEY EXPETEC	ADOBE LICENSE RENEWAL	1,240.76
VALLEY GREEN LANDSCAPE	OCT CITY PARK	10,950.00
VOLLMER EXCAVATION, L.P.	SLUDGE HAUL	1,510.54
WIRELESS INTERNET SERVICE,INC.	DEC WIRELESS INTERNET	200.00

** Final Totals... 248,387.29

Approved on 11/17/2023 for Payments Through 11/17/2023

Vendor Name	Description	Amount
MICHL O SERVIN	OCT 2023 FUEL	264.18
PROTECH MECHANICAL CONTRACTORS	SEPT 2023 FUEL	380.62
**	Final Totals...	644.80

Approved on 11/30/2023 for Payments Through 11/30/2023

Vendor Name	Description	Amount
ALDRIDGE/ GARY	CLASS A DMV REIMB	89.00
ALLSTEEL INC.	ELI'S OFFICE- QUOTE 9138	4,910.91
AT&T MOBILITY	PW-10/03-11/02/2023	405.27
BLUE SHIELD OF CALIFORNIA	12/01-12/31/2023	43,483.94
C.L.E.A.	DEC 2023 LT DISABILITY	81.00
CHADS AUTO GLASS	WINDOW/ FORD EXPL 2014	715.80
CIVICPLUS, LLC	REPUBLICATION-W/ ZONING	9,038.84
CONSOLIDATED ELECTRICAL DISTRI	100A 4T SFTY BOX	3,108.10
CRAIGS AUTO PARTS	2014 FD EXPL FLT FRNT B	914.11
DEPT OF TRANSPORTATION	SGNLS & LGHT JUL-SEPT 23	1,379.85
EXETER MERCANTILE CO.	331 CHESTNUT WATER LEAK	133.80
FRONTIER CALIFORNIA INC.	5139-11/16-12/15/23	718.44
GONZALES/ EVAN	1ST A& PERSHSKIL RIEMB	60.00
HAYES/ CURTIS	CHP SFST- PER DIEM	150.00
INTERSTATE BATTERIES,DBA	C65-XHD	305.59
LIEBERT CASSIDY WHITMORE	OCT SPECIAL SERV- LABOR	3,320.50
MARX/ CHRIS	CHP SFST JAN 23/24	90.00
MID VALLEY DISPOSAL, LLC	40Y DWNTWN TREE- GRN WST	409.50
MONTION, JANAE RACHELLE	UB DEP. REFUND	153.19
MOONLIGHT MAINTENANCE	NOV PD OFFICE CLEANING	2,538.92
MOORE TWINING ASSOCIATES, INC	TSS[10 DAY]	639.00
PACE SUPPLY CORP.	DRILL MACHINE KIT	4,882.47
PRINCIPAL LIFE INSURANCE CO.	DEC PREMIUMS -35	4,847.47
PRUDENTIAL OVERALL SUPPLY	11/16/23 UNIFORM	611.26
RIVERA/ RYAN	CLASS A DMV REIMB	89.00
SIERRA SANITATION INC	SW RENTAL -11/15-12/12/2	224.19
SOUTHERN CALIFORNIA EDISON	9143-09/08-10/08/2023	53,316.76
SOUTHERN CALIFORNIA GAS CO.	0891-10/25-11/27/23	631.69
TERMINIX INTERNATIONAL COMPANY	11/01-11/30/23 LIQ DEF S	431.00
TORRES, ALEXANDER	UB DEP. REFUND	55.03
TOWN & COUNTRY CAR WASH	OCT CAR WASH	89.97
TU CO ENVIRONMENTAL HEALTH	HAZ MAT-< 6 REP QUANT OF	526.00
TULARE COUNTY EDC	PUB SECTOR CON- FY23/24	5,000.00
TULARE COUNTY SOLID WASTE DEPT	SLUDGE FROM WWTP	2,304.70
VALLEY EXPETEC	DEC MONTHLY BILLING	8,349.68
VOLLMER EXCAVATION, L.P.	TRANSFER LOAD SAND DEL	436.39
**	Final Totals...	154,441.37

PERIOD 1 DATING 10/23/2023-11/05/2023 CHECK DATE 11/10/2023
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
1432	63.69	CA STATE DISBURSEMENT UN	2	1	VENDOR CHECK
1433	104.49	COLEMAN/DEWAYNE	728	1	
1434	144.57	HOWELL/MATTHEW	740	1	
1435	100.20	HUGHES/CADON	729	1	
1436	337.40	HUTCHESON/AVRIE	720	1	
1437	100.20	HUTCHESON/LUKE	723	1	
1438	114.51	MCFALL/BLAINE	722	1	
1439	285.52	MILLER/IVY	719	1	
1440	114.51	TAYLOR/ANDREW	721	1	

TOTALS FOR CHECK FORM: CHEK

NEGOTIABLE CHECKS		COUNTS
1,301.40	*EMPLOYEE CHECKS	8
63.69	*VENDOR CHECKS	1
0.00	*BANK CHECKS	0
1,365.09	**TOTAL NEGOTIABLE CHECKS	9

OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
1,365.09	**TOTAL FOR CHECK FORM	

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

PERIOD 1 DATING 10/23/2023-11/05/2023 CHECK DATE 11/10/2023
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
51887	195.00	CLOCEA	4	1	VENDOR STUB ONLY
51888	600.00	EXETER POLICE OFFICER AS	3	1	VENDOR STUB ONLY
51889	199.32	EXETER POLICE OFFICER AS	3A	1	VENDOR STUB ONLY
51890	2,135.70	ARIAS/CHRISTINA	730	1	STUB ONLY
51891	4,795.93	ENNIS/ADAM	206	1	STUB ONLY
51892	2,910.31	ONEAL/SHONNA N	203	1	STUB ONLY
51893	1,169.70	CARTER/AMY JO	502	1	STUB ONLY
51894	1,416.57	CORREA/BIANCA	630	1	STUB ONLY
51895	2,701.34	FRANCO/EEKHONG	304	1	STUB ONLY
51896	2,475.52	HERNANDEZ/XOCHITL	306	1	STUB ONLY
51897	689.91	MILLER/CATHEY RENE	734	1	STUB ONLY
51898	292.62	SANCHEZ/CESILIA	307	1	STUB ONLY
51899	1,600.31	SANTOYO/AIDE G	710	1	STUB ONLY
51900	1,716.51	PHILLIPS/ZACHARY	705	1	STUB ONLY
51901	1,460.56	CARRETERO/VANESSA	402	1	STUB ONLY
51902	2,738.81	DURKEE/MARK	404	1	STUB ONLY
51903	1,820.34	FELIX/ESTEVAN	704	1	STUB ONLY
51904	2,349.45	GIEFER/MICHAEL DAVID	438	1	STUB ONLY
51905	2,393.01	GRANT/AIMEE	738	1	STUB ONLY
51906	1,076.57	GRAY/DAIZY	717	1	STUB ONLY
51907	3,642.44	HALL/JOHN T	406	1	STUB ONLY
51908	3,891.29	HAYES/CURTIS W	437	1	STUB ONLY
51909	1,834.28	HIFNER/CHRISTOPHER	736	1	STUB ONLY
51910	2,772.33	INGLEHART/BRETT A	411	1	STUB ONLY
51911	1,738.05	LUJAN/JOSHUA	715	1	STUB ONLY
51912	2,522.02	MARX/CHRIS	706	1	STUB ONLY
51913	1,535.82	ROCHA/CRISTINA	731	1	STUB ONLY
51914	1,890.19	SAKAGUCHI/CLAUDIA D	726	1	STUB ONLY
51915	1,603.66	SHIELDS/ZION	708	1	STUB ONLY
51916	1,810.12	VILLARREAL/ISIDRO	707	1	STUB ONLY
51917	1,635.91	WINTER/JARED	735	1	STUB ONLY
51918	3,366.74	YARBER/ISABEL	422	1	STUB ONLY
51919	1,626.20	ALDRIDGE/GARY	618	1	STUB ONLY
51920	1,457.71	ARROYO/MARIE	623	1	STUB ONLY
51921	1,812.39	ESPINOLA/DANIEL M	602	1	STUB ONLY
51922	119.16	GOLDSTROM/NORMAN	629	1	STUB ONLY
51923	1,652.86	HUGGINS/KYLE AARON	621	1	STUB ONLY
51924	2,850.36	QUALLS/DAYMON	607	1	STUB ONLY
51925	1,477.75	RAMIREZ/JUAN	608	1	STUB ONLY
51926	1,331.26	RIVERA/RYAN	733	1	STUB ONLY
51927	1,028.84	WENDT/EDDIE	626	1	STUB ONLY
51928	1,477.31	GARVER/ELIJAH	712	1	STUB ONLY
51929	1,353.97	MILLAN/MARCUS	622	1	STUB ONLY
51930	1,238.18	MILLER/JAMES	624	1	STUB ONLY
51931	174.07	MIRWALD/PHILIP	625	1	STUB ONLY
51932	1,261.44	QUIROZ/PATRICK P	512	1	STUB ONLY
51933	2,028.55	PRIDEAUX/TRACI	448	1	STUB ONLY

PERIOD 1 DATING 10/23/2023-11/05/2023 CHECK DATE 11/10/2023
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ

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		
82,876.06	*DIRECT DEPOSIT STUBS	44
994.32	*VENDOR DIR DEP STUBS	3

PERIOD 2 DATING 11/06/2023-11/19/2023 CHECK DATE 11/24/2023
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
1441	63.69	CA STATE DISBURSEMENT UN	2	1	VENDOR CHECK
1442	64.42	COLEMAN/DEWAYNE	728	1	
1443	71.57	HOWELL/MATTHEW	740	1	
1444	35.79	HUGHES/CADON	729	1	
1445	182.85	HUTCHESON/AVRIE	720	1	
1446	50.10	HUTCHESON/LUKE	723	1	
1447	64.42	MCFALL/BLAINE	722	1	
1448	49.87	MILLER/IVY	719	1	
1449	64.42	TAYLOR/ANDREW	721	1	

TOTALS FOR CHECK FORM: CHEK

NEGOTIABLE CHECKS		COUNTS
583.44	*EMPLOYEE CHECKS	8
63.69	*VENDOR CHECKS	1
0.00	*BANK CHECKS	0
647.13	**TOTAL NEGOTIABLE CHECKS	9
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
647.13	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS		
0.00	*DIRECT DEPOSIT STUBS	0
0.00	*VENDOR DIR DEP STUBS	0

PERIOD 2 DATING 11/06/2023-11/19/2023 CHECK DATE 11/24/2023
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
51934	195.00	CLOCEA	4	1	VENDOR STUB ONLY
51935	600.00	EXETER POLICE OFFICER AS	3	1	VENDOR STUB ONLY
51936	199.32	EXETER POLICE OFFICER AS	3A	1	VENDOR STUB ONLY
51937	2,140.95	ARIAS/CHRISTINA	730	1	STUB ONLY
51938	4,801.18	ENNIS/ADAM	206	1	STUB ONLY
51939	2,910.31	ONEAL/SHONNA N	203	1	STUB ONLY
51940	15,103.90	ONEAL/SHONNA N	203	2	STUB ONLY
51941	1,169.70	CARTER/AMY JO	502	1	STUB ONLY
51942	1,446.88	CORREA/BIANCA	630	1	STUB ONLY
51943	2,706.59	FRANCO/EEKHONG	304	1	STUB ONLY
51944	2,475.52	HERNANDEZ/XOCHITL	306	1	STUB ONLY
51945	418.62	SANCHEZ/CESILIA	307	1	STUB ONLY
51946	1,622.45	SANTOYO/AIDE G	710	1	STUB ONLY
51947	1,716.51	PHILLIPS/ZACHARY	705	1	STUB ONLY
51948	1,465.81	CARRETERO/VANESSA	402	1	STUB ONLY
51949	2,738.81	DURKEE/MARK	404	1	STUB ONLY
51950	2,000.55	FELIX/ESTEVAN	704	1	STUB ONLY
51951	3,440.64	GIEFER/MICHAEL DAVID	438	1	STUB ONLY
51952	2,393.01	GRANT/AIMEE	738	1	STUB ONLY
51953	1,127.79	GRAY/DAIZY	717	1	STUB ONLY
51954	3,647.69	HALL/JOHN T	406	1	STUB ONLY
51955	2,330.69	HAYES/CURTIS W	437	1	STUB ONLY
51956	1,921.70	HIFNER/CHRISTOPHER	736	1	STUB ONLY
51957	2,777.58	INGLEHART/BRETT A	411	1	STUB ONLY
51958	1,924.03	LUJAN/JOSHUA	715	1	STUB ONLY
51959	2,932.88	MARX/CHRIS	706	1	STUB ONLY
51960	1,780.79	ROCHA/CRISTINA	731	1	STUB ONLY
51961	1,663.64	SAKAGUCHI/CLAUDIA D	726	1	STUB ONLY
51962	2,080.48	SHIELDS/ZION	708	1	STUB ONLY
51963	2,068.17	VILLARREAL/ISIDRO	707	1	STUB ONLY
51964	1,781.27	WINTER/JARED	735	1	STUB ONLY
51965	3,371.99	YARBER/ISABEL	422	1	STUB ONLY
51966	1,604.96	ALDRIDGE/GARY	618	1	STUB ONLY
51967	1,457.71	ARROYO/MARIE	623	1	STUB ONLY
51968	1,812.39	ESPINOLA/DANIEL M	602	1	STUB ONLY
51969	62.00	GOLDSTROM/NORMAN	629	1	STUB ONLY
51970	1,652.86	HUGGINS/KYLE AARON	621	1	STUB ONLY
51971	3,062.28	QUALLS/DAYMON	607	1	STUB ONLY
51972	1,862.25	RAMIREZ/JUAN	608	1	STUB ONLY
51973	1,195.69	RIVERA/RYAN	733	1	STUB ONLY
51974	762.10	WENDT/EDDIE	626	1	STUB ONLY
51975	1,477.31	GARVER/ELIJAH	712	1	STUB ONLY
51976	2,170.92	MILLAN/MARCUS	622	1	STUB ONLY
51977	1,320.56	MILLER/JAMES	624	1	STUB ONLY
51978	64.32	MIRWALD/PHILIP	625	1	STUB ONLY
51979	1,266.69	QUIROZ/PATRICK P	512	1	STUB ONLY
51980	2,033.80	PRIDEAUX/TRACI	448	1	STUB ONLY

PERIOD 2 DATING 11/06/2023-11/19/2023 CHECK DATE 11/24/2023
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ

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		
99,765.97	*DIRECT DEPOSIT STUBS	44
994.32	*VENDOR DIR DEP STUBS	3

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: **H4**

Wording for Agenda: Authorize a two-year extension of the existing agreement with Galante Bros. Enterprises, Inc., of Visalia, CA, for ongoing asphalt patch paving.

Submitting Department: Public Works
Contact Name: Daymon Qualls, Public Works Director
Phone Number: (559) 592-3318
Email: dqualls@exetercityhall.com

For action by:
_X_ City Council

Regular Session:
_X_ Consent Calendar
___ Regular Item
___ Public Hearing

Review:

City Administrator (Initials Required)
ABE

Department Recommendation:
Staff recommends that Council authorize a two-year extension of the existing agreement with Galante Bros. Enterprises, Inc., of Visalia, CA, for ongoing asphalt patch paving.

Summary/Background:
The agreement between the City of Exeter and Galante Bros. Enterprises, Inc., which has expired, allows for an extension if mutually agreeable to both parties. Galante Bros. Enterprises, Inc. has communicated their desire to continue doing asphalt patch paving for the City of Exeter. Accordingly, staff is recommending that the existing agreement be extended through September 14, 2025.

Fiscal Impact:
The Council approved CIP schedule for FY 23/24 have funds programmed in the Transportation (113) and Measure R (131) accounts specifically for annual road maintenance projects. In addition to these programmed funding sources, a portion of LTF and Measure P funds could potentially be used also.

Prior Council/Board Actions:
On June 22, 2021, the Council awarded and authorized the City Administrator to execute an agreement with Galante Bros. Enterprises, Inc., of Visalia, CA in an amount not to exceed $55,313.48, for construction of the 2021/2022 Annual Asphalt Patch Repair Project.

On September 13, 2022, the Council awarded and authorized the City Administrator to execute an amended agreement with Galante Bros. Enterprises, Inc., of Visalia, CA in an amount not to exceed $100,000, for construction of the 2022/2023 Annual Asphalt Patch Repair Project.

On July 11, 2023, the Council affirmed extra work and authorized additional payment in the amount of $13,543.03 to Galante Bros. Enterprises, Inc. of Visalia, CA, for additional work related to the 2022/2023 Annual Asphalt Patch Repair Project, and appropriate said amount into expenditure accounts for street maintenance.

Attachments: Galante Bros. Enterprises, Inc. contract

Environmental Clearance: Not applicable for this project.

Recommended motion to be made by Council/Board: I move to authorize a two-year extension of the existing agreement with Galante Bros. Enterprises, Inc., of Visalia, CA, for ongoing asphalt patch paving as presented.

EXHIBIT "C"

ANNUAL CONTRACT FOR ASPHALT PATCH REPAIR
(City of Exeter Bid No. 21-113-01)

This Agreement, entered into and effective this **14th** day of **September**, **2022** ["Effective Date"], by and between the City of Exeter, hereinafter referred to as the "CITY", and **Galante Bros. Ent. Inc** hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is an **Incorporated** (insert individual or entity type) with a primary business address of **2321 E. Noble Ave, Visalia, CA** and SSN or EIN: **770551320**; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Exeter reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Annual Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. "Additionally, this Agreement may be terminated for convenience. In the event

of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	**DESCRIPTION OF ATTACHMENT**
Attachment 1	General Contract Provision
Attachment 2	City of Exeter Bid 21-113-01, Annual Contract for Asphalt Patch Repair
Attachment 3	CONTRACTOR's bid in response to Bid No. 21-113-01

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

SCOPE OF SERVICES/PROJECT

Background: The City of Exeter would like to establish a contract with a Contractor for on-call services as needed to provide asphalt patch repair work on City-owned or Right-of-Way properties, such as, but not limited to streets, alleys, roadways, parking lots and pads. The work includes digouts, patch repair of repaired utility trenches, thin skin patches and pothole patching. The bid forms are broken down by City Quadrants for ease of calculating bids. The quadrants are representative of quantities of work to be performed in 2022, although actual quantities could differ depending on needs and available funding. The awarded Contractor shall be provided scope of work quantities within 14 calendar days using the contracted Unit Bid Price. Upon approval of

the scope of work, the contractor shall complete the work within 30 calendar days from Authorization to Proceed from Project Manager.

- **ANNUAL ASPHALT PATCH REPAIR**

Please see attachments:

D - 1 COE PW Standard
D - 2 Section 28 Hot Mix Asphalt Standard
D - 3 AC Patch Repairs - 2022 location list
D-4a NE Quadrant map,
D-4b NW Quadrant map,
D-4c SE Quadrant map,
D-4d SW Quadrant map,

Contractor's Responsibilities: Contractor shall provide all labor, tools, materials and supervision to complete work as estimated and in a timely fashion. All work to be done shall have prior approval of the City of Exeter. Contractor will also be responsible for obtaining any necessary permits, including approved traffic control plans, that may be required by project and scheduling for inspections prior to beginning any work.

On-Call Work consists of:

a. Demolition and removal of all asphalt and debris which should be properly disposed of at the contractor's expense.
b. Correct any condition contributing to damaging the asphalt (settled, raised, etc.). If damage is caused by a tree or other obstruction that the contractor cannot correct, the contractor shall work with City staff to correct the condition before replacing the asphalt.
c. Preparing the subgrade, laying and finishing the asphalt, with prior inspection in accordance with all applicable City of Exeter construction and building codes, Improvement Standards and Standard Specifications. (Exhibits included in this RFB)
d. Protection of affected City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the work being performed, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.
e. Debris removal and cleanup to the City's satisfaction and standard typical mobile traffic control shall be used to protect the public and workers alike.

After work is satisfactorily completed, the contractor will invoice the City.

All safety practices shall be followed according to OSHA standards. Contractor shall be responsible for cleanup and disposal of all material around site area on a daily basis. All work shall be commensurate with the highest professional standards and shall be performed with the public's safety in mind by a licensed contractor.

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 21-113-01.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	**COMPLETION DATE**
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation Not to Exceed:	$100,000.
Source of Funds:	Local Revenues

Payment Schedule:	Within 30 days from date of invoice for completed work

6. INSURANCE:

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

Commercial General Liability

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

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

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

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

Auto Liability

Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact

equivalent, with a limit of no less than two million dollars ($2,000,000) per accident.

Workers' Compensation and Employers' Liability

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Contractor 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.

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

All Coverages

a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

e. Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all the requirements stated herein.

f. Contractor shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

i. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;

ii. Indicate whether coverage provided is on a claims made or occurrence basis; and

iii. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City's Purchasing Division, Attention:

City Administration Office
100 N. C Street
EXETER, CA 93221

Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claim made policy is used, coverage shall be maintained during the contract term and for a period extending 5 years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates 4 years beyond the contract term, when Contractor has a claim made form(s). If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate

this agreement and/or obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

This insuring provision, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

7. Indemnification:

Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of EXETER in any emergency, the Contractor shall unconditionally comply therewith.

It is further expressly agreed by and between the City and the Contractor that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting with this instrument.

8. AFFIRMATION:

Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

9. INTEGRATION/MODIFICATION:

The Request for Bids, the Notice and Instructions to Contractors, Bid Proposal, Non Collusion Affidavit, Bidder's Bond, Bond for Faithful Performance, Bond for Material men and Laborers, Contract Agreement, Special Provisions, Project Manual, and the Plans mentioned therein together with all appendices, all of which are hereto attached, are hereby incorporated in and made part of this Agreement.

10. ARBITRATION:

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. ATTORNEY FEES:

In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its reasonable attorneys' fees and court costs incurred in the action or proceeding brought thereon.

12. FIREARMS PROHIBITED:

Guns may not be carried by Contractor while working on City of Exeter

premises without the expressed written approval of the CITY, or an exemption in the contract. If the Contractor is caught carrying a firearm without CITY permission, the contract will be terminated.

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

CONTRACTOR

Dated:_____ By:_____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF EXETER

Dated:_____ By:_____

City Administrator

Dated:_____ By:_____

City Attorney

Dated:_____ By:_____

City Risk Manager

Dated:_____ By:_____

City Manager Project Manager

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: **H5**

Wording for Agenda: Award and authorize the City Administrator to execute an agreement with the lowest responsible bidder, Talley Oil, Inc., of Madera, CA in an amount of $68,410 for construction of the FY 2024 Crack Sealing Project.

Submitting Department: Public Works
Contact Name: Daymon Qualls, Public Works Director
Phone Number: (559) 592-3318
Email: dqualls@exetercityhall.com

For action by:
_X_ City Council

Regular Session:
_X_ Consent Calendar
___ Regular Item
___ Public Hearing

Review:

City Administrator (Initials Required)

Department Recommendation:
Staff recommends that Council award and authorize the City Administrator to execute an agreement with the lowest responsible bidder, Talley Oil, Inc., of Madera, CA in an amount of $68,410 for construction of the FY 2024 Crack Sealing Project.

Summary/Background:
On November 3, 2023, staff advertised a Request for Bids (RFB 24-001) for a crack sealing project and received six (6) construction bids on November 29, 2023:

Toasted Asphalt	$165,000.00
Pavement Coatings	$133,597.00
Graham Contractors	$95,670.40
Carter Enterprise Group	$82,880.00
Global Road Sealing	$81,928.00
Talley Oil, Inc.	$68,410.00

Talley Oil, Inc., of Madera, CA submitted the low bid in the amount of $68,410.00. Talley Oil, Inc's bid proposal for this project has been reviewed by staff and all required information submitted has been determined to be complete and responsive.

It should be noted that Talley Oil, Inc. is the contractor who completed this year's Reclamite Project, and the City was very pleased with their work.

Fiscal Impact:
The Council approved CIP schedule for FY 23/24 has funds programmed in the Transportation (113) and Measure R (131) accounts specifically for annual road maintenance projects. In addition to these programmed funding sources, a portion of LTF and Measure P funds could potentially be used also.

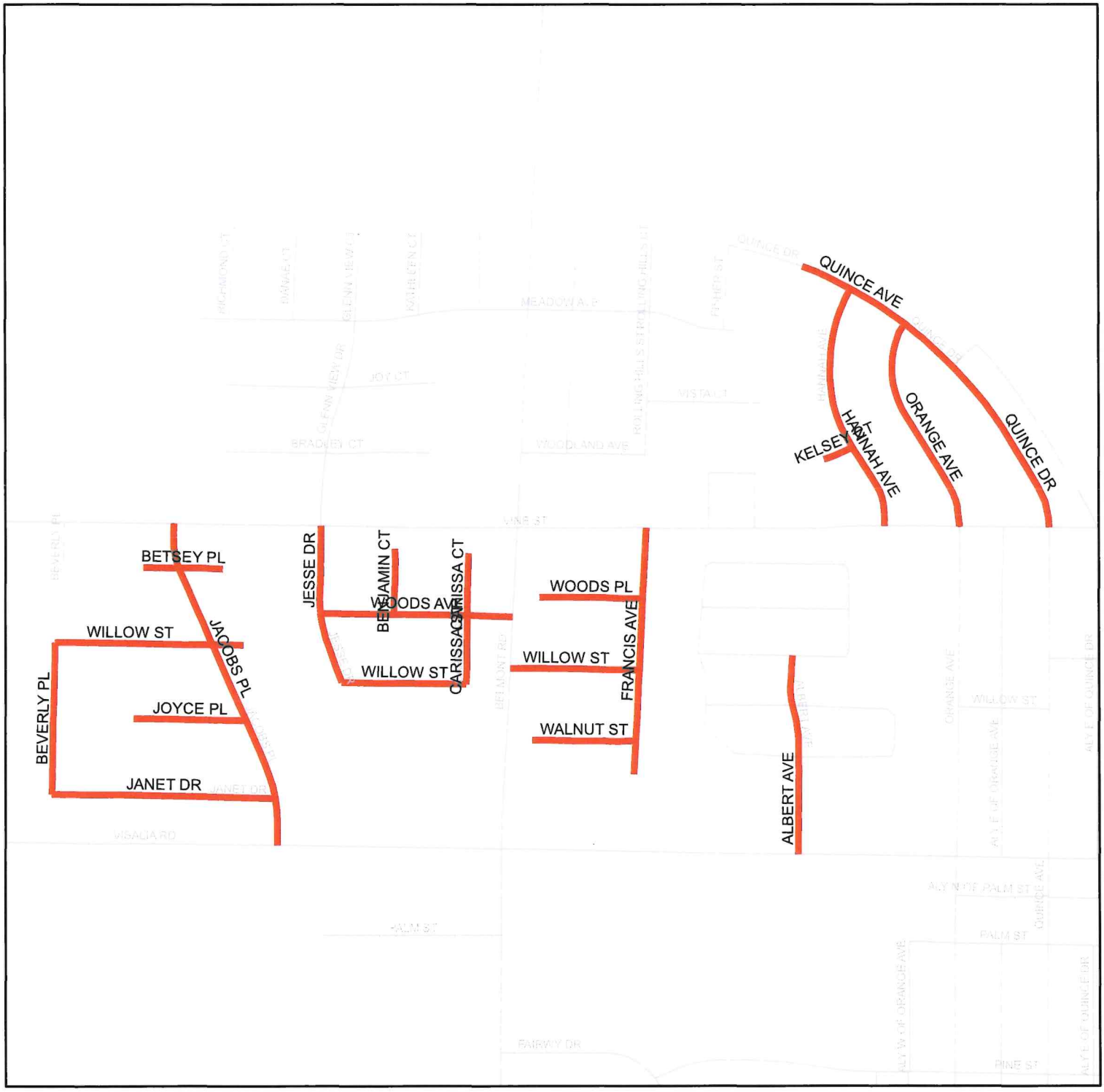
Prior Council/Board Actions: None applicable to this specific project.

Attachments: Exeter Crack Sealing Project Maps 2024

Environmental Clearance: Not applicable for this project.

Recommended motion to be made by Council/Board: I move to award and authorize City Administrator to execute an agreement with the lowest responsible bidder, Talley Oil, Inc., of Madera, CA in an amount of $68,410 for construction of the FY 2024 Crack Sealing Project.

City of Exeter
2023-24 Crack Seal Projects
NW Area



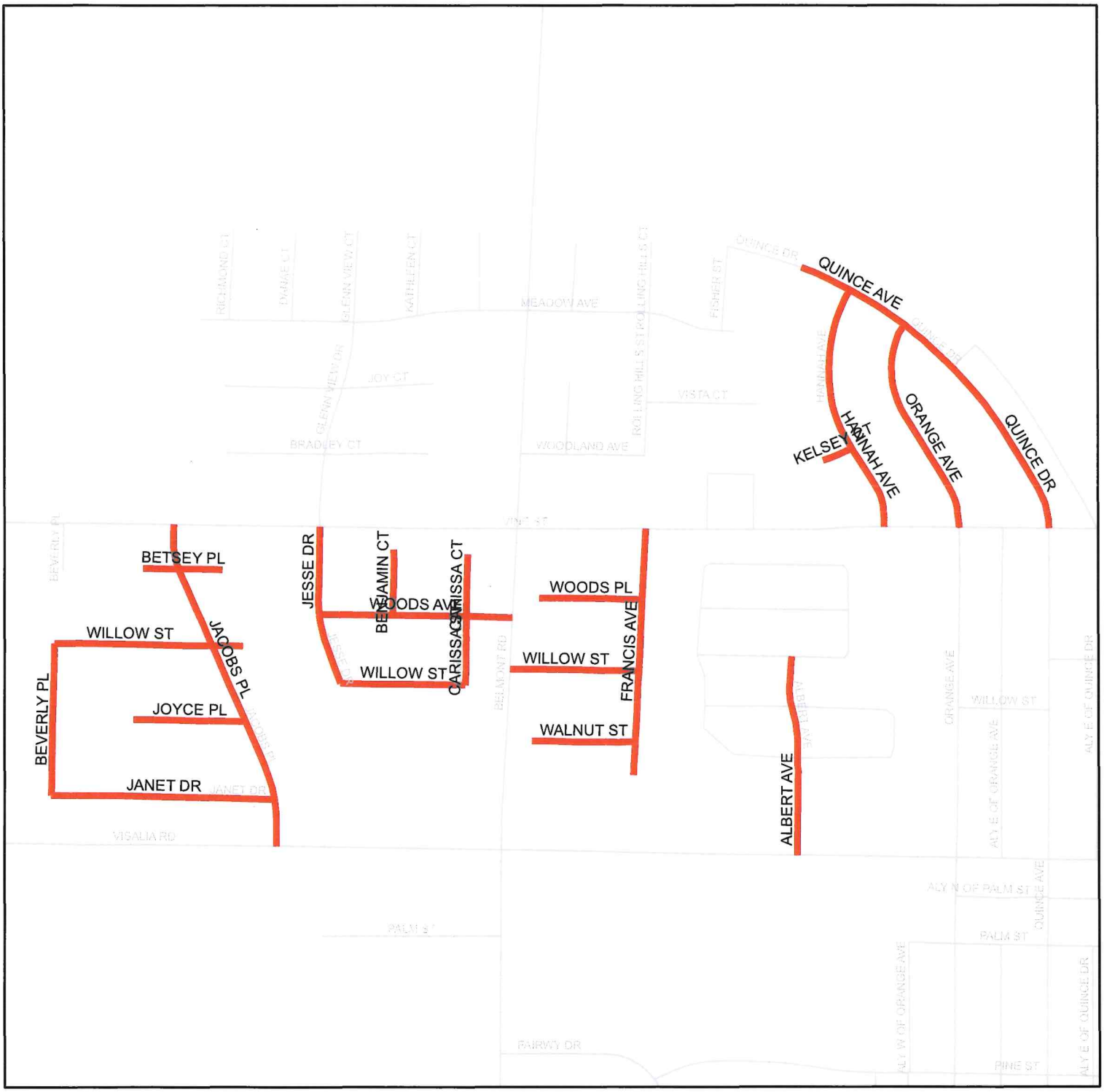
City of Exeter
2023-24 Crack Seal Projects
South Area



N

October, 2023

City of Exeter
2023-24 Crack Seal Projects
NW Area



N

October, 2023

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: **H6**

Wording for Agenda: Accept a Notice of Completion for the FY 23 Cape Seal Project, authorize the City Engineer to sign the Notice of Completion, and authorize the City Clerk to file the notice with the Tulare County Recorder's Office.

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

For action by:
__X__ City Council

Regular Session:
__X__ Consent Calendar
___ Regular Item
___ Public Hearing

Review:

City Administrator (Initials Required)
CKE

Department Recommendation:
Staff recommends that the Council accept a Notice of Completion for the FY 23 Cape Seal Project, authorize the City Engineer to sign the Notice of Completion, and authorize the City Clerk to file the notice with the Tulare County Recorder's Office.

Summary/Background:
At its regularly scheduled meeting of March 28, 2023, the Exeter City Council awarded and authorized the City Administrator to execute an agreement with the lowest responsible bidder, Pavement Coatings Co., of Sacramento, CA in an amount of $398,682.95 for construction of the 2023 Cape Seal and Micro Surfacing Project and authorized a 10% contingency amount ($39,863.) for potential extra work.

All work was completed by the Contractor per the specifications outlined in RFB 23-003. There were no change orders and the project was completed under budget. The final contract amount was $392,685.95. Now that the contractor has fulfilled their contractual obligation for the project, a Notice of Completion (Attached) needs to be recorded with the Tulare County Recorder's office.

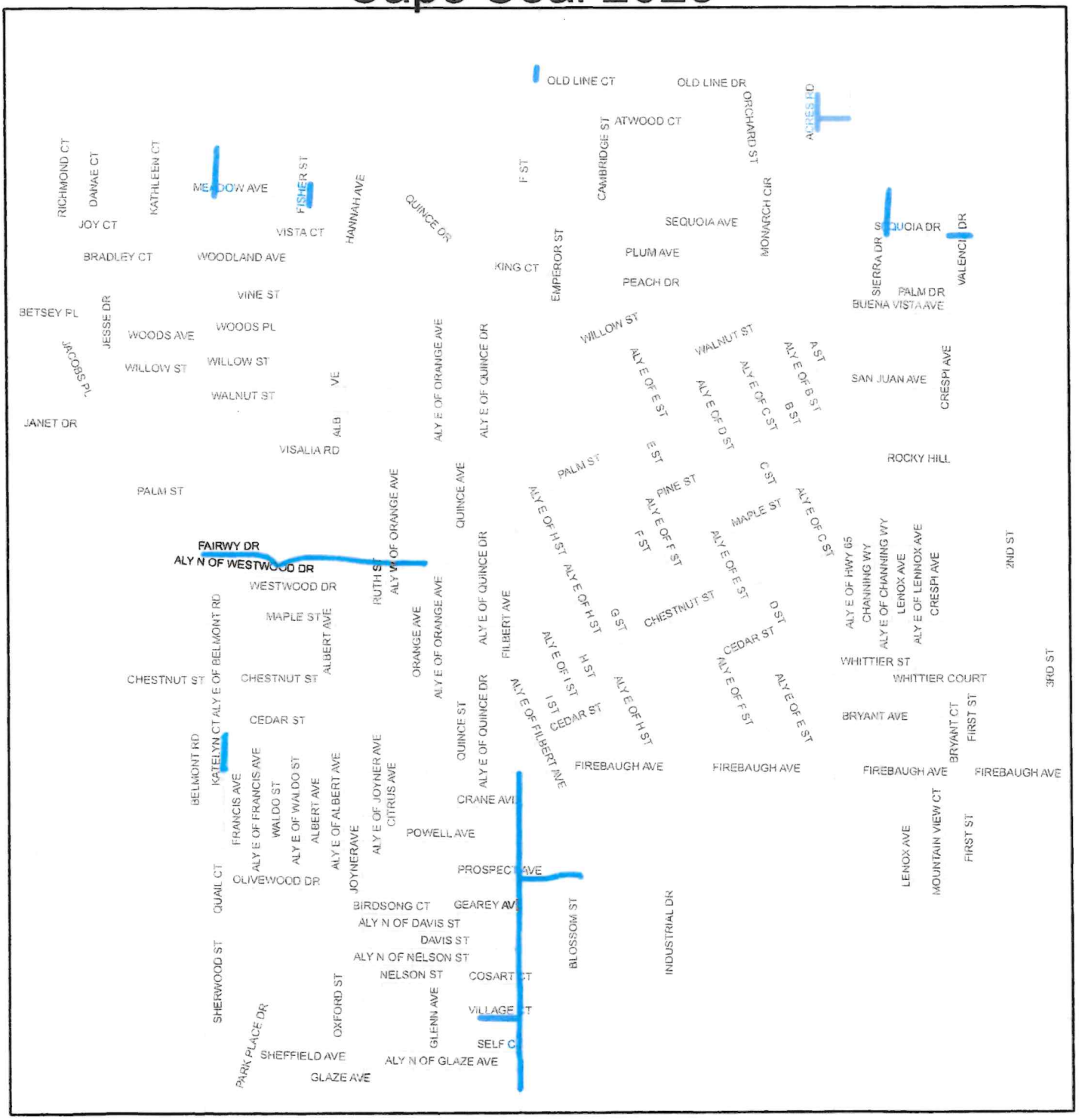
Fiscal Impact:
The Council approved CIP schedule for FY 22/23 has funds programmed in the Transportation (113) and Measure R (131) accounts specifically for annual road maintenance projects.

Prior Council/Board Actions: March 28, 2023 – Council awarded and authorized the City Administrator to execute an agreement with the lowest responsible bidder, Pavement Coatings Co., of Sacramento, CA in an amount of $398,682.95 for construction of the 2023 Cape Seal and Micro Surfacing Project and authorized a 10% contingency amount ($39,863.) for potential extra work.

Attachments: FY 23 Cape Seal Project Map
Notice of Completion - FY 23 Cape Seal Project

Recommended motion to be made by Council/Board: I move to accept a Notice of Completion for the FY 23 Cape Seal Project, authorize the City Engineer to sign the Notice of Completion, and authorize the City Clerk to file the notice with the Tulare County Recorder's Office.

City of Exeter
Cape Seal 2023



N

October 2022

RECORDING REQUESTED
AND RETURN TO:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

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

2. That on the 13th day of September, 2023, a work of improvement on real property hereinafter described was completed pursuant to a contract to which Division 2, Part 3, Chapter 1, Article 4, of the Public Contract Code applies.

3. That the name of the contractor who performed said work of improvement pursuant to such contract with the City of Exeter is Pavement Coatings Co., whose physical address is 10240 San Sevaine Way, Jurupa Valley, CA 91752, and whose mailing address is 10240 San Sevaine Way, Jurupa Valley, CA 91752.

4. That the real property or public work or structure is described as follows:
FY 23 Cape Seal Project, Exeter City Limits, Exeter, CA 93221

5. That the Nature of the owner's interest or estate is: Public Improvements

6. That on December 12, 2023, at a regular meeting of the Council, the City Council of the City of Exeter authorized the filing of the Notice of Completion.

Dated: December 13, 2023

City of: Exeter
A Municipal Corporation

By: _____
Martin Querin, City Engineer

STATE OF CALIFORNIA)
)ss
COUNTY OF TULARE)

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

By: _____
Martin Querin, City Engineer

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

STATE OF CALIFORNIA)
)ss
COUNTY OF TULARE)

Subscribed and sworn (or affirmed) to before me on this 13th day of December, 2023, by Martin Querin, who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal.

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

_____
Commission Expiration Date

Attached to Notice of Completion for Exeter Municipal Project:

FY 23 Cape Seal Project, Exeter, CA 93221
(Insert name of project on line above)

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: **H7**

Wording for Agenda: Accept a Notice of Completion for the FY 23 Reclamite Project, authorize the City Engineer to sign the Notice of Completion, and authorize the City Clerk to file the notice with the Tulare County Recorder's Office.

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

For action by:
__X__ City Council

Regular Session:
__X__ Consent Calendar
___ Regular Item
___ Public Hearing

Review:

City Administrator (Initials Required)

Department Recommendation:
Staff recommends that the Council accept a Notice of Completion for the FY 23 Reclamite Project, authorize the City Engineer to sign the Notice of Completion, and authorize the City Clerk to file the notice with the Tulare County Recorder's Office.

Summary/Background:
At its regularly scheduled meeting of March 28, 2023, the Exeter City Council awarded and authorized the City Administrator to execute an agreement with the lowest responsible bidder, Talley Oil, Inc., of Madera, CA in an amount of $96,364.80 for construction of the 2023 Reclamite Project and authorized a 10% contingency amount ($9,636.) for potential extra work.

All work was completed by the Contractor per the specifications outlined in RFB 23-004. There were no change orders, and the project was completed under budget. The final contract amount was $94,395.31. Now that the contractor has fulfilled their contractual obligation for the project, a Notice of Completion (Attached) needs to be recorded with the Tulare County Recorder's office.

Fiscal Impact:
The Council approved CIP schedule for FY 22/23 has funds programmed in the Transportation (113) and Measure R (131) accounts specifically for annual road maintenance projects.

Prior Council/Board Actions: March 28, 2023 – Council awarded and authorized the City Administrator to execute an agreement with the lowest responsible bidder, Talley Oil, Inc., of Madera, CA in an amount of $96,364.80 for construction of the 2023 Reclamite Project and authorized a 10% contingency amount ($9,636.) for potential extra work.

Attachments: FY 23 Reclamite Project Map
Notice of Completion - FY 23 Reclamite Project

Recommended motion to be made by Council/Board: I move to accept a Notice of Completion for the FY 23 Reclamite Project, authorize the City Engineer to sign the Notice of Completion, and authorize the City Clerk to file the notice with the Tulare County Recorder's Office.

City of Exeter
Reclamite 2023



N

October 2022

RECORDING REQUESTED
AND RETURN TO:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

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

2. That on the 22nd day of August, 2023, a work of improvement on real property hereinafter described was completed pursuant to a contract to which Division 2, Part 3, Chapter 1, Article 4, of the Public Contract Code applies.

3. That the name of the contractor who performed said work of improvement pursuant to such contract with the City of Exeter is Talley Oil, Inc. whose physical address is 12483 Road 29, Madera, CA 93638, and whose mailing address is 12483 Road 29, Madera, CA 93638.

4. That the real property or public work or structure is described as follows:
FY 23 Reclamite Project, Exeter City Limits, Exeter, CA 93221

5. That the Nature of the owner's interest or estate is: Public Improvements

6. That on December 12, 2023, at a regular meeting of the Council, the City Council of the City of Exeter authorized the filing of the Notice of Completion.

Dated: December 13, 2023

City of: Exeter
A Municipal Corporation

By: _____
Martin Querin, City Engineer

STATE OF CALIFORNIA)
)ss
COUNTY OF TULARE)

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

By: _____
Martin Querin, City Engineer

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

STATE OF CALIFORNIA)
)ss
COUNTY OF TULARE)

Subscribed and sworn (or affirmed) to before me on this 13th day of December, 2023, by Martin Querin, who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal.

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

_____
Commission Expiration Date

Attached to Notice of Completion for Exeter Municipal Project:

FY 23 Reclamite Project, Exeter, CA 93221
(Insert name of project on line above)

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: **H8**

Wording for Agenda: Authorize the City Administrator to execute any necessary agreements to allow for up to $150,000 of State Highway 65 Measure 1 funding to be used for the placing of radar speed signs along the Highway 65 route in Exeter.

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

For action by:
_X_ City Council

Regular Session:
_X_ Consent Calendar
___ Regular Item
___ Public Hearing

Review:

City Administrator (Initials Required)

Department Recommendation:
Staff recommends that the Council authorize the City Administrator to execute any necessary agreements to allow for up to $150,000 of State Highway 65 Measure 1 funding to be used for the placing of radar speed signs along the Highway 65 route in Exeter.

Summary/Background:
Due to review and evaluations of traffic safety along State Highway 65 through Exeter, Measure 1 funding ($1.5 Million) has been designated to provide for traffic safety upgrades along the corridor. In addition to funding for a Caltrans engineer to evaluate and design improvements for the corridor, the funding has also been designated for installation/construction of improvements. An option has become available to use a portion of the designated improvement funding to place radar speed signs along the corridor prior to ultimate design and construction of improvements. These signs could assist in slowing traffic along the corridor through Exeter while ultimate design and construction are completed.

Fiscal Impact: None other than staff time to process the paperwork for funding and installation of the radar speed signs.

Prior Council/Board Actions: On November 14, 2023, the Council authorized this item to come back to Council for approval.

Attachments: None

Recommended motion to be made by Council/Board: I move to authorize the City Administrator to execute any necessary agreements to allow for up to $150,000 of State Highway 65 Measure 1 funding to be used for the placing of radar speed signs along the Highway 65 route in Exeter.

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: H9

Wording for Agenda: Authorize the City Administrator to execute a purchasing agreement with Ready 2 Go Restroom Trailers for the purchase of a 2 Station Restroom Trailer, in the amount of $40,900.00.

Submitting Department: Police
Contact Name: John Hall, Chief of Police
Phone Number: (559) 592-3103
Email: jhall@exeterpd.com

For action by:
_X_ City Council

Regular Session:
_X_ Consent Calendar
___ Regular Item
___ Public Hearing

Review:

City Administrator (Initials Required)

Department Recommendation:
Authorize the City Administrator to execute a purchasing agreement with Ready 2 Go Restroom Trailers for the purchase of a 2 Station Restroom Trailer, in the amount of $40,900.00.

Summary:
Officers of the Exeter Police Department (EPD) are required to attend regular training sessions several times a year to qualify with their duty weapons as part of their established duties. It is rightfully expected by the Community that their Officers are well trained and proficient when it comes to the use of force and the employment of firearms. The Department is extremely fortunate in that it has its own established firearms range which can be used for these training needs. The range previously had an office which included a bathroom, however several years ago that structure had to be demolished due to its condition and age. With the water well having gone dry, there are no current plans to rebuild a permanent structure at the range. The current bathroom facility at the range is limited to the traditional portable bathroom design typically seen at various events.

This traditional portable bathroom design is not suitable for long term use at the range due to its continuous environmental exposure. Wildlife of various forms routinely inhabit the portable bathroom and despite best efforts to keep it regularly cleaned and maintained, it is frequently found to be unusable due to the extensive amount of cobwebs, dirt, debris, insects, and rodents which are regularly found to be inside. These conditions arise due to a number of factors which include, but are not limited to: the very design of the bathroom does not allow itself to be easily secured against entry by wildlife, and insects; dirt, cobwebs, insects, etc. can easily inhabit and takeover the space inside the bathroom; extreme weather conditions and temperature changes make the portable bathroom inhospitable at various times of the year.

In searching for a more suitable solution, it is recommended by City Staff that the portable bathroom be replaced with a bathroom trailer. These trailers are more durable and can more readily be secured against wildlife, insects, and adverse environmental conditions. Furthermore, they are much more sanitary for use, especially when compared with the traditional portable bathroom. Currently the range has both electrical and septic capabilities which would allow for the trailer to be placed and used there on a semi-permanent basis.

An additional benefit to the purchase of a bathroom trailer for use at the range, is the easily transportable design which would allow for city staff to move the trailer without use of special equipment. This bathroom trailer could then be moved and used during special events, critical incidents, and other situations as needed.

While the various options for bathroom trailers are plentiful, City Staff is recommending the purchase of a two unit bathroom trailer which would adequately meet the needs of Department personnel at the range and critical incidents, while being fiscally responsible in terms of overall expense. Several vendors were contacted and prices obtained for a bathroom trailer as described.

Portable Restroom Trailers provided a quote of $40,690.00. Ready 2 Go Restroom Trailers has provided a quote of $40,900.00. Luxlav LLC provided a quote of $41,500.00

At the October 10, 2023 City Council meeting, City Staff recommended we enter into a purchasing agreement with Portable Restroom Trailers for the purchase of a 2 Station Restroom Trailer, in the amount of $40,690.00. At that meeting Council approved and authorized the purchase. Since then, the vendor has indicated they would not provide the trailer unless payment was made ahead of time, rather than at the time of delivery. This request is not in compliance with the City's standard operating procedure or best practices for municipality purchases. In light of this recent development, City Staff is now recommending that Council authorize the City Administrator to execute a purchasing agreement with Ready 2 Go Restroom Trailers for the purchase of a 2 Station Restroom Trailer, in the amount of $40,900.00.

Fiscal Impact: Funds for this purchase are currently available through ARPA.

Prior Council/Board Actions: Council has previously authorized the purchase of a Portable Restroom Trailer at the City Council meeting on October 10, 2023.

Attachments: Quotes from Portable Restroom Trailers, Ready 2 Go Restroom Trailers, and LuxLavs LLC .

Recommended motion to be made by Council/Board: I move to authorize the City Administrator to execute a purchasing agreement with Ready 2 Go Restroom Trailers for the purchase of a 2 Station Restroom Trailer, in the amount of $40,900.00.

Portable Restroom Trailers, LLC
Mobile Restroom Trailers
1-877-600-8645
info@portablerestroomtrailers.com

Exeter Police Department
Purchase Quote
2 Station Restroom Trailer
- Affordable Advantage Series
- 3 Season Heat Package
9/20/23

Portable Restroom Trailers, LLC
WOSB Certified
Disadvantaged, Small Business Enterprise
DUNS: 806679325
CAGE Code: 4VAL5
TIN: 46-4031428
NAICS: 56291

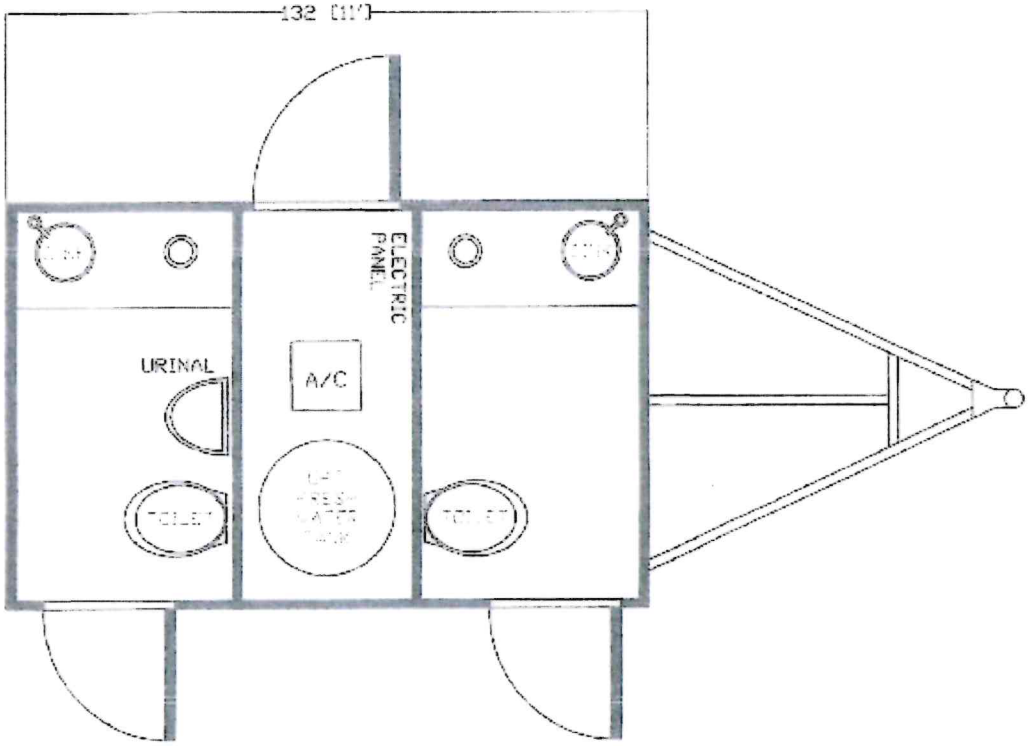


Prepared For
John Hall
Exeter Police Department
jhall@exeterpd.com

****Quote good for 7 business days;**
Subject to availability;

Created By
Ron Gerino
Ron@portablerestroomtrailers.com

2 Station Restroom Trailer
- Affordable Advantage Series
- 3 Season Heat Package



Portable Restroom Trailers, LLC
Mobile Restroom Trailers

1-877-600-8645
info@portablerestroomtrailers.com





Portable Restroom Trailers, LLC

Mobile Restroom Trailers

1-877-600-8645

info@portablerestroomtrailers.com

2 Station Restroom Trailer - Affordable Advantage Series - 3 Season Heat Package

Specs:

- Model Year: Newest Model
- Stations: 2
- Toilets: 2
- Urinals: 1
- Sinks: 2
- Laundry: No
- Fresh Water Tank (Gallons): 100
- Waste Tank (Gallons): 370
- Water Heater: Yes
- Mechanics Room: Yes
- Box Length: 11'
- A/C Unit Type (BTU): 13.5
- A/C Unit Count: 1
- Water Supply: City Water- Pressurized Water System- Garden Hose
- Power Supply/Cords: (3-4) 30 Amp Cords
- Motion Sensor Step Lights: No
- 3 Season Heat Package

PORTABLE RESTROOM TRAILERS, LLC
Mobile Restroom Trailers
1-877-600-8645
info@portablerestroomtrailers.com

Pricing

Name	Price	QTY	Subtotal
2 Station Restroom Trailer - Affordable Advantage Series - 3 Season Heat Package *Available Now *Subject to Availability SKU#PRAv2-5359	$37,400.00	1	$37,400.00
Freight-Approximate to Zip 93221 *Free freight up to 1,000 miles *Estimate Only *Actual freight TBD at time of order/sale	$3,290.00	1	$3,290.00

Subtotal	$40,690.00
Discount	$0.00
Tax	$0.00
Total	**$40,690.00**

This new unit has a 12 Year trailer manufacturer warranty on the roof membrane, a 1 year trailer manufacturer warranty on the trailer, and a 1-3 year warranty on Individual appliances. Registration details are provided by their individual appliance manufacturers and are located in the component binder located in the mechanics room on the backside of the trailer.

PORTABLE RESTROOM TRAILERS, LLC
Mobile Restroom Trailers
1-877-600-8645
info@portablerestroomtrailers.com

Ready2Go Restroom Trailers Sales LLC
1525 Park Manor Blvd. #300
Pittsburgh, PA 15205 US
mark@ready2gorestroomtrailers.com

Estimate

ADDRESS
John Hall, Chief of Police
Exeter Police Department
100 N. C Street
Exeter, CA 93221

SHIP TO
John Hall, Chief of Police
Exeter Police Department
100 N. C Street
Exeter, CA 93221

ESTIMATE # 1131
DATE 09/22/2023
EXPIRATION DATE 10/20/2023

TRACKING NO.
Ready Now_405643

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT	SKU
UL12 - 2 Station	INTERIOR • Lockable Aluminum Base Cabinet • Rust-Free Aluminum Countertop • Stainless Steel Sink • Auto-Shutoff Sink Faucets • Soap Dispensers • Paper Towel Dispensers • Toilet Paper Holders • Shatter Proof Mirror • Ceramic Pedal Flush Toilet • Waste Basket • Sanitary Supply Receptacle (Women's Restroom Module Only) • Auto Flush Ceramic Urinal (Men's Restroom Module Only) • Smooth, Aluminum PolyCor® Interior Walls & Ceiling • Non-Skid Black Rubber Coin Floor • 12v LED 6" Round Dome Lights (4 per) EXTERIOR • Fold-Up Steps with Handrail • Wall Mounted Aluminum Railings • 12v LED Porch Lights • 3" Quick Connect Waste Tank Valve • Waste Tank Level Indicator (Sight Glass) • City Water Hook-Up • Scissor Jacks MECHANICALS	1	34,900.00	34,900.00	

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT	SKU
	• Roof Mounted A/C with Heat Strip • Wall Mounted Thermostat • On-Board Fresh Water System (105 Gallons) • 6 Gallon Electric Water Heater • PEX Manifold Water Distribution System • 120V 30-amp Motor base with Twist Lock • 120V 30 amp 25' Shoreline • Polyethylene Waste Tank (3/8" Walls) • White Vinyl Walls In Mechanical Closet				
UL - Heater per room	Heater in restroom (2)	1			
Freight	Transport of Restroom/Shower/ or Specialty Trailer	1	6,000.00	6,000.00	
VIN Number - Info	VIN#7VOW1121XPE405643 Year: 2023 Make: Wells Cargo / UltraLav Model: UL612-2	1			

Trailer is In-Stock and ready to ship.

SUBTOTAL	40,900.00
TAX	0.00
TOTAL	**$40,900.00**

Accepted By

Accepted Date

LUXLAV

QUOTE #
OI2RT20230920AL

Date: 9/20/2023
Quote is good until unit is sold.

QUOTATION

Bill To:
Name: Exeter Police Department
Address: 100 N C St
City, State: Exeter, CA
Zip: 93221

Delivery Address
Name: Exeter Police Department
Address: 100 N C St
City, State: Exeter, CA
Contact: John Hall, 559.671.0531
Email: jhall@exeterpd.com

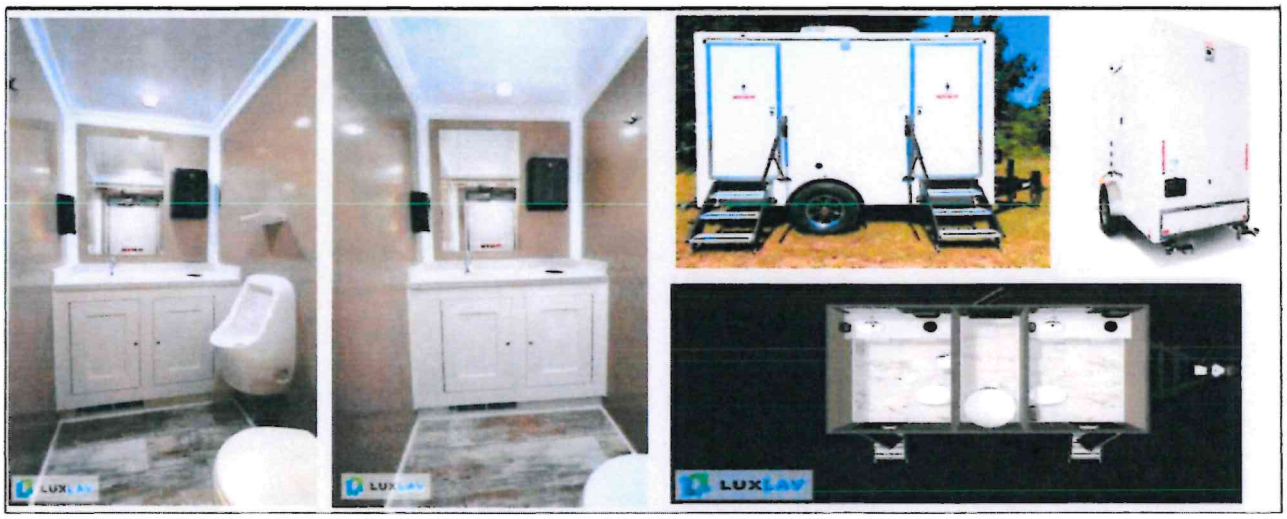
102 A OI 2 RESTROOM TRAILER (2 STALL)

INTERIOR STANDARD FEATURES

Smooth durable white fiberglass interior with composite backer | 12 Volt LED lighting - (2) lights per room | Lockable base cabinets | Solid surface countertops with molded sinks | Waste basket cut outs and waste baskets | Lockable inside steps | Self closing faucets Soap dispensers | Paper towel dispenser | Toilet paper holders | Ceramic China pedal flush toilets | Waterless urinal (men's restroom only) | Sanitary Napkin receptacles (women's restrooms only) | Shatterproof mirrors | Heavy duty door closers | 1 Piece transit grade flooring | Climate control sensor inside restroom

EXTERIOR STANDARD FEATURES

Large 32" heavy duty entrance doors | Occupancy lighting | 1 Piece roof | Smooth durable white fiberglass exterior | Porch lights w/ switch at all entry doors | Fold down steps with swing-out grab handles | 3" quick connect waste tank access valve | LED waste tank indicator | HDPE waste tanks | 1" wash out plug | City water connection | 30 amp marine-style power cord | Roof mounted Air Conditioner w/ heat strip | Climate control center mounted in control room | Insulated walls and ceiling | Torsion axle | Aluminum wheels | E-rated trailer specific tires | Full license plate frame with light | Fresh water fill/diverter (either hydrates the unit or fills the fresh tank) | Courtesy light above Control Room door | E coated frame | Powder coated aluminum trim | 7k tongue jack | Stabilizer jacks on all (4) corners - scissor jacks on the front and swing downs on the rear



ALL PHOTOS ARE FOR REPRESENTATION ONLY

OPTIONAL ITEMS, DELIVERY, AND TOTAL COSTS

(1) 2024 LuxuryLav A OI 2 Stall PRIVATE Restroom Trailer. All Standard Options Applied, All Self-Contained, Browntone Interior, A/C & Heat - All Seamless Fiberglass Exterior, All General Specifications and Layout attached.VIN: 1Z9BU1212R1598300 - Make: Optimus Industries - Model: OI-2	Configured Price:	$ 37,000.00
	Subtotal:	$ 37,000.00
Freight based on current gas prices (ships from Elkhart, IN)		$ 4,500.00

J & B LUXLAVS, LLC
J & B LuxLavs
26919 Kanis Road, PO BOX 241157
Little Rock, AR 72223
Andy Luna, Cell-909.964.1621

GSA Contract Holder

Government Info: DUNS # 079378560 | CAGE: 740A3
GSA# 47QSWA20D007Q | TID: 465508698 | SBA

PROUD MEMBER OF

FINAL PAYMENT
$41,500.00

TERMS:

Please sign in acceptance of this proposal, terms, and all the above components. Trailer is ready to ship. All trailers are sold on a first-come, first-served basis only. Final payment now due

X _____ X _____ X _____

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: **H10**

Wording for Agenda: Approve a request for a street closure of Maple Street, between D Street and E Street, for We Fit Boot Camp Gym to host a Small Business Christmas Market, beginning at 2:00 p.m. December 16, 2023, and ending at 7:00 p.m., subject to the conditions presented by staff.

For action by:
_X_ City Council

Regular Session:
_X_ Consent Calendar
___ Regular Item
___ Public Hearing

Review:

City Administrator (Initials Required)



Submitting Department: Public Works
Contact Name: Daymon Qualls, Public Works Director
Phone Number: (559) 592-3318
Email: dqualls@exetercityhall.com

Department Recommendation:
Staff recommends that Council approve a request for a street closure of Maple Street, between D Street and E Street, for We Fit Boot Camp Gym to host a Small Business Christmas Market, beginning at 2:00 p.m. December 16, 2023, and ending at 7:00 p.m., subject to the conditions presented by staff.

Summary/Background:
Local business We Fit Boot Camp Gym, located at 151 S E Street, has previously hosted numerous small business pop up events in the private parking lot adjacent to their business. Because each event has grown for both vendors and customers, event organizers are requesting to expand the event onto Maple Street for more of a street fair type atmosphere. Vendors will sell hand crafted and holiday themed items ideal for holiday shopping. The market hours will be 3:00 p.m.-5:00 p.m. with additional street closure time to allow for set up and clean-up.

Terms and Conditions:
1) The City of Exeter will post temporary road closure signs 72 hours prior to the event and provide road closure barricades for the event. Event organizers will remove barricades and place them in designated areas for City staff to remove the following business day.
2) Event guests will utilize the We Fit Boot Camp Gym building bathrooms.
3) The event host is responsible for post event clean up, including making arrangements with Mid Valley Disposal for any additional trash carts necessary for the removal of solid waste.
4) Vendors will obtain a one-day sellers permit from The City of Exeter.
5) The applicant must provide the required certificate of insurance and endorsement prior to the event.

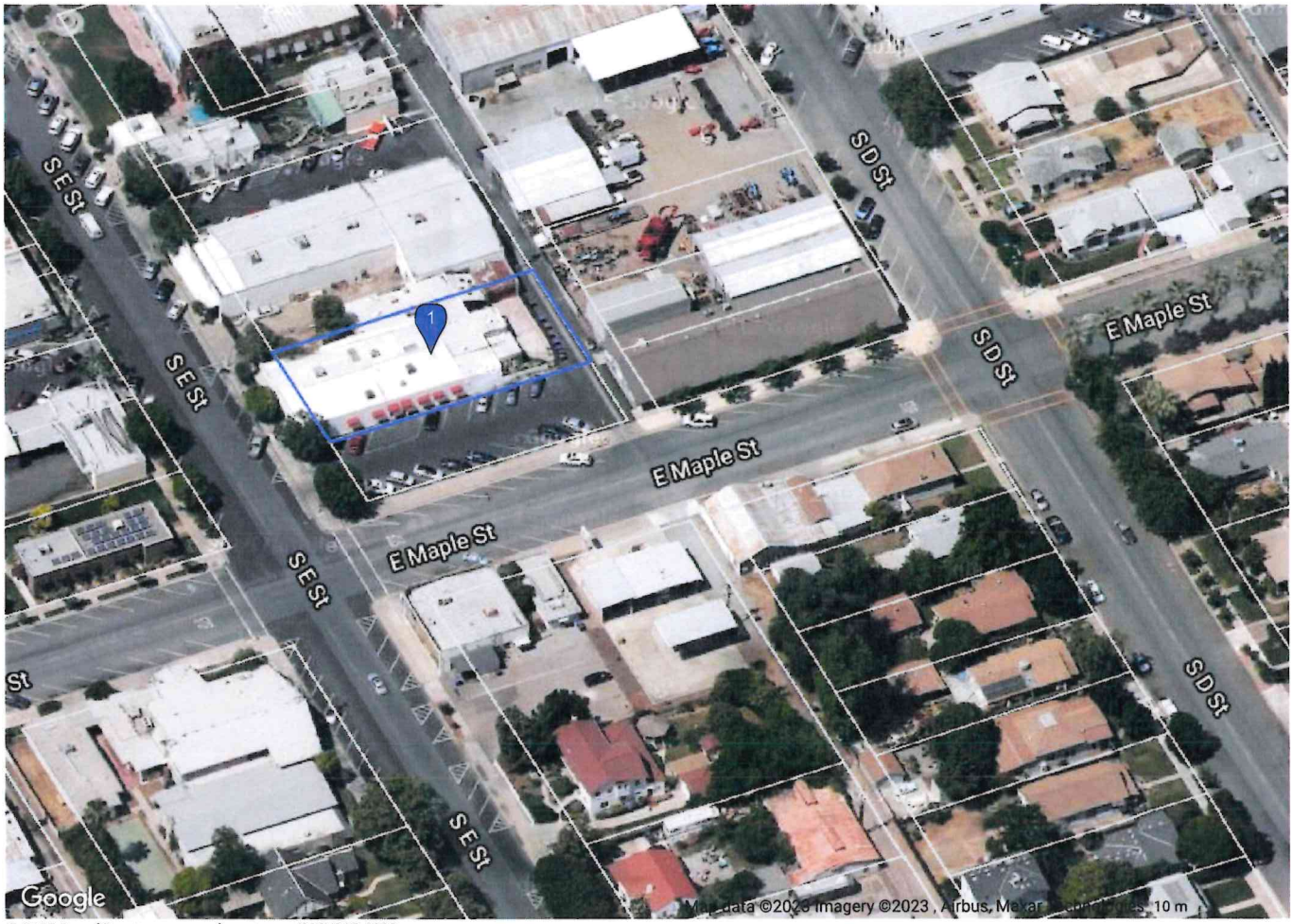
Fiscal Impact: None to the City.

Prior Council/Board Actions: None

Attachments: Request of Street Closure, Street Closure Authorization, and Amplified Sound Permit

Recommended motion to be made by Council/Board: I move to approve the request for a street closure of Maple Street, between D Street and E Street, for We Fit Boot Camp Gym to host a Small Business Christmas Market, beginning at 2:00 p.m. December 16, 2023, and ending at 7:00 p.m., subject to the conditions presented by staff.

PARCELQUEST



© 2015 ParcelQuest www.parcelquest.com (888) 217-8999

PARCELQUEST
LIST 1
DETAIL

1 Property Address: 151 S E ST EXETER CA 93221-1757

Ownership

County:	**TULARE, CA**
Assessor:	**TARA K. FREITAS, ASSESSOR**
Parcel # (APN):	**135-134-006-000**
Parcel Status:	**ACTIVE**
Owner Name:	**SOUZA MANUEL**
Mailing Address:	**586 S FARMERSVILLE BLVD FARMERSVILLE CA 93223-2040**
Legal Description:	**LTS 19 TO 21 BLK 29**

Assessment

Total Value:	**$339,329**	Use Code:	**2500**	Use Type:	**RESTAURANT**
Land Value:	**$173,696**	Tax Rate Area:	**002-014**	County Zoning Code:	**CC**
Impr Value:	**$165,633**	Year Assd:	**2023**	Census Tract:	**15.02/3**
Other Value:		Property Tax:	**$3,755.32**	Price/SqFt:	**$51.78**
% Improved:	**48%**	Delinquent Yr:			
Exempt Amt:		HO Exempt:	**N**		

Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date:	**11/17/2009**	**12/31/2001**		**11/17/2009**
Document Number:	**2009R71210**	**2001R98069**		**2009R71208**
Document Type:	**GRANT DEED**	**GRANT DEED**		
Transfer Amount:	**$387,000**	**$185,000**		
Seller (Grantor):	**BALL MARY E (SCSR TR) (F**			

Property Characteristics

Bedrooms:		Fireplace:		Units:	
Baths (Full):		A/C:	**CENTRAL**	Stories:	**1.0**
Baths (Half):		Heating:	**CENTRAL**	Quality:	**4.5**
Total Rooms:		Pool:		Building Class:	**C**
Bldg/Liv Area:	**7,474**	Park Type:	**ATTACHED GARAGE**	Condition:	
Lot Acres:	**0.258**	Spaces:		Site Influence:	
Lot SqFt:	**11,250**	Garage SqFt:	**379**	Timber Preserve:	
Year Built:	**1938**			Ag Preserve:	
Effective Year:	**1938**				

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 Rachel Orosco Phone No. 559-786-0014
Address 110 S. Orange Ave. Exeter

Name of Organization We Fit Boot Camp Phone No. 559-747-9144
Address 151 S. E Street

Type of Event Christmas Market Location of Event 151 S. E Street

Date of Event 12/16/23 Start Time 3:00 pm End Time 7:00 pm

Type of equipment to be used Speaker Box

Additional Information Phone will bluetooth to Speaker that We use daily at the gym.

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

Rachel Orosco
Applicant Signature

11-13-23
Date

[ ] Permit Denied
[X] Permit Approved

Chief of Police

(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 Street Closure Application

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

Date of Event: Dec. 16 2023

Name of group requesting street closure: We Fit Bootcamp Gym
Name of contact person: Rachel Orosco **Phone:** 559-786-0014
Mailing address: 110 S. Orange Ave. Exeter **Email :** rorosco2006@yahoo.com

Alternate Contact Person: David Orosco **Phone** 559-747-9144
Mailing Address: _____ **Phone:** _____

Type of event: Small Business Christmas Market event

Time of closure: 2:00 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)*
Maple Street between
D St and E St.

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

X **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.**

X **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: Rachel Orosco **Date** 11-8-23

Office use: **********
Fee paid _____

Public Works Director _____ Chief of Police _____

Council Approval: _____

City of Exeter

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

Special Event Street Closure Authorization

We Fit Boot Camp Gym is requesting a street closure to include Maple, between D st + E st. on Saturday December 16th, 2023 between the hours of 2:00pm and 8:00pm for Christmas Market Event.

Locations listed below will be affected by this closure.

Address	Agree	Oppose	Business Name	Signature	Phone
204 E Maple St	✓		Brushed Studio	[signature]	559.594.8557

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: **H11**

Wording for Agenda: Affirm sole source replacement of City computer server completed by the City contracted IT provider, EMD Networking of Visalia, CA and approve an appropriation and authorize payment in the amount of $11,355.14 for said replacement.

For action by:
__X__ City Council

Regular Session:
__X__ Consent Calendar
___ Regular Item
___ Public Hearing

Review:

City Administrator (Initials Required)

Submitting Department: Finance/Administration
Contact Name: Eekhong France, Finance Director /Adam Ennis, City Administrator
Phone Number: (559) 592-2755, (559) 592-4539
Email: efranco@exetercityhall.com, adam@exetercityhall.com

Department Recommendation:
Staff recommends that Council affirm the sole source replacement of City computer server completed by the City IT provider EMD Networking of Visalia, CA and approve an appropriation and authorize payment in the amount of $11,355.14 for said replacement.

Summary/Background: The City had the previous server in place for almost ten years and EMD identified it as an item needing replacement. Not only was the server getting near end of life, in October of this year it also was going to stop receiving security updates and have limited support for anti-virus with no security patches, making it an extremely high security risk.

EMD provided quotes for the replacement and needed authorization as soon as possible to get the equipment ordered and in place prior to losing support. To accomplish this quickly the City Administrator authorized the work to keep the process moving.

The server has been replaced and is having final connection configuration set up and is being secured in a locked cabinet for increased security in the future.

Fiscal Impact: This project is essential for the city. IT contractual services are charged across multiple funds including water 105.461.022.000, sewer 107.441.022.000, sanitation 106.451.022.001, and general government 104.404.022.000. Fund balances are available across all accounts listed above and will be utilized to properly fund this project.

Prior Council/Board Actions: None

Attachments: Purchase Order and Quote from EMD Networking

Recommended motion to be made by Council/Board: I move to affirm sole source replacement of City computer server completed by the City contracted IT provider, EMD Networking of Visalia, CA and approve an appropriation and authorize payment in the amount of $11,355.14 for said replacement.

Purchase Order

Finance Dept.
137 N F St
PO Box 237
Exeter, Ca 93221
(559)592-3710

PURCHASE ORDER NO.	23 5058
This order number must show on all invoices, packing lists, etc.	

Prepared Date:

Date received by Finance:

DELIVER TO: City of Exeter
137 N F St
Exeter CA 93221

VENDOR NO: 2640
New Vendor - Please attach W9

MAIL INVOICE TO: City of Exeter
PO Box 237
Exeter Ca 93221

VENDOR: EMD Networking Services

QUANTITY	UNIT	DESCRIPTION	PRICE	UNIT PRICE	DISCOUNTS	AMOUNT
		COE New Server				7,898.00
	1	HPE ProLiant DL380 Rack Server				
	2	Mircrosoft Window Server				
		Switch, External Drive and Cables				1,123.00
		Labor				1,635.00

ACCOUNT NO.	AMOUNT
~~EMD~~ 105.461.022.000	
107.441.022.000	
106.457.022.001	
104.404.022.000	

SUBTOTAL	10,656.00
DISCOUNTS	
SHIPPING AND HANDLING	
SALES TAX 8.75%	699.14
PO TOTAL	11,355.14

ATTACHMENTS (CHECK BOX BELOW)
Required for Purchase Orders over $2,500

- ☐ Quotes from minimum of Three (3) supplies
- ☐ Sole Source Memo for the following:
  - * Emergency
  - * Sole Distributor
- ☐ $5,000 - $9,999
  - * Appropriation request for non budget expenditure
  - * Submit transmittal for agenda item/ consent item
- ☐ $10,000 and over (Must have council approval)
  - * Submit transmittal for agenda
  - * Appropriation

Authorized Dept Administrator:

Finance Director:

City Administrator:

THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.

TERMS AND CONDITIONS

1. ACCEPTANCE: This Purchase Order becomes a contract subject to the terms and conditions set forth and incorporated herein by reference. Any additions to, changes in, modifications of, or revision of this order shall not be effective or binding unless expressed in writing by an authorized department administrator of the City of Exeter.
2. DELIVERY: All prices reflect F.O.B. (Free on Board), Exeter, site in place, unless otherwise stated herein. Since time is of the essence, deliveries are to be made both in quantities and at time specified herein. If vendor's deliveries fail to meet schedule, City of Exeter, without limiting its other rights or remedies, may direct expedited routing at no charge or cancel this order or any portion hereof. Vendor shall be liable to City for all damages, losses, and liability incurred by City directly or indirectly as a result of Vendor's breach. Where City has so authorized in writing, goods may be shipped F.O.B. shipping point, but Vendor shall prepay all shipping charges and list said charges as a separate item on Vendor's invoice. City reserves the right to reject C.O.D. (Cash on Delivery) shipments with no penalties to City.
3. SUBSITITUTION: All substitutions(s), partial delivers and back order(s) require notification to and consent of City Department Administrator.
4. PRICE: If Price(s) are shown as NOT TO EXCEED/Estimate(s), actual price may not exceed the price shown without authorization from the Authorized Department Administrator.
5. STATE SALES TAX/FEDERAL EXCISE TAX: City must pay State Sales Tax, unless resale number is stated at the time of purchase. City is exempt from Federal Excise Tax
6. WARRANTY: Vendor expressly warrants that all goods and services shall conform to all specifications, drawings, samples, i.e. description, applicable specification of this order, good merchantable quality, free of material defect, good workmanship, and be fit for the known purpose for which sold. The cost of returning goods found otherwise will be borne by the Vendor.
7. PRICE WARRANTY: In the event Vendor reduces price(s) for article(s) during the term of this order, Vendor agrees to reduce the price(s) hereof correspondingly. Vendor warrants that prices shown on the Purchase Orders shall be complete, and no additional cost shall be added without express written consent of City Department Administrator. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.
8. INVOICES: Invoices shall be submitted to the City of Exeter, Po Box 237, Exeter, CA 93221. The Purchase Order Number must appear on all correspondence, i.e. invoices, packing slips, shipping containers, letters. Failure to state purchase order number shall delay payment.
9. DISCOUNT: Cash discount period will date from the receipt of Vendor's invoice by City and NOT the date of invoice.
10. PACKAGING AND SHIPMENT: All goods to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified.
11. OSHA: This order is subject to all terms and conditions of the Occupational Safety and Health Act of 1970, California OSHA and their present and future amendments. Vendor expressly assumes responsibility for compliance therewith and warrants that all applicable materials, supplies and equipment provided or installed pursuant to this purchase order fully satisfy the requirements of these acts.
12. NON-DISCRIMINATION: The California Fair Employment Practices Act (labor Code Sec. 1410-1433) Prohibits discrimination in employment on the basis of race, religion, color, sex, physical handicap, mental condition, material status, age, national origin or ancestry and is applicable to all employers, employment agencies and labor organizations. The City of Exeter is an affirmative action employer and City requires Vendors and Contractors to comply with applicable laws relating to equal employment.
13. DRUG-FREE WORKPLACE CERTIFICATION: The contractor certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.).
14. TERMINATION: City may terminate this order or any part hereof for cause in the event of default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of defective products, nonconforming products, and failure to provide City, upon request, with reasonable assurance of future performance shall be causes allowing City to eliminate this order. In the event of termination for cause, City shall not be liable to Vendor for any amount, and Vendor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. Acceptance of part, the order shall not oblige City to accept later shipments and not affect its right to return goods already accepted.
15. FORCE MAJEURE: Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Government agency, strikes, fires, floods, earthquakes, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.
16. INDEMNIFICATION: Vendor 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 Vendor's performance of its obligations under this agreement or out of the operations conducted by Vendor, including the City's passive negligence, except for such loss of damage arising from the active or 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 Vendor's performance of this agreement, the Vendor 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.
17. WAIVER: City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or City's waiver of any breach hereunder shall not thereafter waive any other terms, condition, or privileges, whether the same or similar type.
18. HOLD HARMLESS: Contractor agrees to indemnify and hold the City and its officers, and agents, and employees, harmless from any liability imposed for injury (as **defined by Government Code Section13.48.070)**, whether arising before or after completion of the Work hereunder, or in any manner, directly or indirectly caused, claimed, occasioned or contributed to, by reason of any negligence or omission of the Contractor, in connection with or incident to or arising out of performance of this contract.
19. DEFAULT: In case of default by the Vendor of any of the conditions of this contract, the Vendor agrees the City may procure the articles or services from other sources and may deduct from the unpaid balance due to Vendor, or collect against the bond or security, or may invoice the Vendor for excess costs so paid, and prices paid by the City shall be considered the prevailing market price at the time such purchase is made.
20. ASSIGNMENT: Assignment by the Vendor of contract or any part thereof, or of funds to be received hereunder, will not be binding upon the city unless such assignment has had prior written approval and consent of the City. Seller shall not assign this contract, or the right to payment due hereunder, without Buyer's prior written consent.
21. CONTRACT MODIFICATION: No amendment or variation of the terms of this contract shall be valid unless made in writing. Signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contact is binding on any of the parties.
22. VENUE: This contact shall be governed by and shall be interpreted in accordance of the laws of the State of California; venue of any action brought with regard to this contact shall be in Tulare County, Exeter, California.
23. DISPUTES: The parties shall deal in good faith and attempt to resolve potential disputes informally. If the disputes persist the contractor must submit to the City Administrator in writing requesting a resolution.
24. PAYMENT: Payment will be made after receipt of invoice and acceptance of goods and/or services and upon requesting department confirmation of such acceptance.
25. SPECIAL CHARGES: Vendor shall be responsible for the payment of all charges for handling, shipping, packages, wrapping, bags, containers and related matter unless City has assumed an express obligation therefore by notation on the reverse side hereof.
26. LIENS, CLAIMS, AND ECUMBRANCES: Vendor warrants and represents that all goods will, when delivered hereunder, be free and clear of all liens, claims, encumbrances, and infringements of any patent, trademark, copyrights, or franchise rights.

SOLE SOURCE MEMO –

EMD is an established vendor that meets department needs and specifications.

11/16/2023

NETWORKING SERVICES, INC.

EXPERIENCE THE EMD WAY!

We have prepared a quote for you

CoE New Server, Switch & BDR Quote

Quote # 014161
Version 1

Prepared for:

City Of Exeter

Adam Ennis
adam@exetercityhall.com

Server

Description		Price	Qty	Ext. Price
HPE ProLiant DL380 G11 2U Rack Server - 1 x Intel Xeon Silver 4410Y 2 GHz - 32 GB RAM - 12Gb/s SAS Controller - Intel Chip - 2 Processor Support - 8 TB RAM Support - Gigabit Ethernet - 8 x SFF Bay(s) - Hot Swappable Bays - 1 x 800 W		$3,688.00	1	$3,688.00
HPE 32gb (1x32gb) 4800mhz Pc5-38400 Cl42 Ecc Ec8 Registered Dual Rank 1.1v Ddr5 Sdram 288-pin Rdimm Smart Memory Kit For Server.		$629.00	1	$629.00
Western Digital Red 1 TB Solid State Drive - 2.5" Internal - SATA (SATA/600) - 600 TB TBW - 560 MB/s Maximum Read Transfer Rate - 5 Year Warranty		$89.00	4	$356.00
Pack-4 2.5" SAS SATA SFF SAS Drive Tray Caddy		$75.00	1	$75.00
Microsoft Windows Server 2022 Standard - Perpetual License - 16 Core - Commercial - PC		$1,069.00	2	$2,138.00
Windows Server 2022 - 1 User CAL		$46.00	22	$1,012.00
			Subtotal:	$7,898.00

Switch, External Drive, and Cables

Description		Price	Qty	Ext. Price
Aruba 6000 24G 4SFP Switch - 24 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T, 100/1000Base-X - 3 Layer Supported - Modular - 2 SFP Slots - 33 W Power Consumption - Twisted Pair, Optical Fiber - PoE Ports - 1U High - Rack-mountable, Cabinet Mo		$869.00	1	$869.00
WD My Passport 4 TB Portable Hard Drive - External - Black - USB 3.0 - 256-bit Encryption Standard - 3 Year Warranty - Retail		$129.00	1	$129.00
Tripp Lite Cat5e 350 MHz Molded (UTP) Ethernet Cable (RJ45 M/M) PoE Blue 1 ft. (0.31 m) - 1ft - 1 x RJ-45 Male - 1 x RJ-45 Male - Blue		$2.50	20	$50.00
Tripp Lite Cat5e 350 MHz Molded (UTP) Ethernet Cable (RJ45 M/M) PoE Blue 7 ft. (2.13 m) - 7 ft Category 5e Network Cable - First End: 1 x RJ-45 - Male - Second End: 1 x RJ-45 - Male - Patch Cable - Blue - 1 Each		$3.00	25	$75.00
			Subtotal:	$1,123.00

Labor - See PDF for Details

Description	Price	Qty	Ext. Price
This labor amount is an ESTIMATE, and not a fixed quote. This is simply to give you an idea of how much labor we estimate on this project. The actual labor amount when done, may be more or less than this amount.	**$1,635.00**	**1**	**$1,635.00**
Physical build of server in house. Physical install of server, physical install of switch, and cabling changes needed for server deployment. (Before and After migrations). Migration of File server, then upgrade of File server. New build for Domain Controller, migration of domain services. Once all on production, re-install of Server 2022 on old host. Configuration of all backups.			

Subtotal: **$1,635.00**

CoE New Server, Switch & BDR Quote



Prepared by:

EMD Networking Services, Inc.
Christopher Pettibone
559-636-7000 x1011
chrisp@emdnet.com

Prepared for:

City Of Exeter
137 N. F St
Exeter, CA 93221
Adam Ennis
(559) 679-5872
adam@exetercityhall.com

Quote Information:

Quote #: 014161
Version: 1
Delivery Date: 09/06/2023
Expiration Date: 10/04/2023

Quote Summary

Description	Amount
Server	$7,898.00
Switch, External Drive, and Cables	$1,123.00
Labor - See PDF for Details	$1,635.00
Subtotal:	**$10,656.00**
Tax:	**$699.14**
Total:	**$11,355.14**

This Quote is governed under the provisions of the Master Services Agreement ("MSA") and is also further defined by the conditions and provisions of the statement of services ("Services Guide"). Both of these documents are located at https://www.emdnet.com/msa_sg. The MSA and Services Guide contain important provisions related to the Services (including payment and auto-renewal terms), and by agreeing to this Quote, you agree to the provisions of the MSA and the Services Guide. If you cannot access the MSA or Services Guide, or if you have any questions about those documents, then please do not sign this Quote and contact us for further information.

Thank you for your order. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached quote or proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, and you may fax or scan/email your signed order to us if you prefer. Due to the current computer chip shortage, some hardware prices are subject to change without notice. Once the quote is approved we will notify you immediately if the price, or availability changes when we place the order. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Unless specifically quoted, and delivery and installation labor will be charged by the hour at our normal hourly rates. A deposit equaling 80% of the product total is required prior to the ordering of services or hardware. Please do not use a credit card for any transactions over $1000. Also we're happy to help you dispose of old computers when applicable, however there is a recycling fee that we must pay if we take them, and there is labor needed to remove the hard drive(s) and destroy them so your data is secure. Our fee for taking care of this is $30 per computer. For Total Care+ customers that fee is reduced to $15. To allow us to pay our vendors, we may invoice some or all of the delivered product before the labor portion is complete. Customer agrees to pay for product invoices within 30 days regardless if installation is complete. Labor will not be billed until installation is complete. Unless otherwise specified, all new computers sold by EMD have a 1 year parts and labor warranty (if manufacturers warranty is longer than 1 year, EMD will replace the part but labor will be charged).EMD reserves the right to charge a re-stocking fee in the event that a product is returned, and the vendor does not accept the return for whatever reason.

EMD Networking Services, Inc.		City Of Exeter	
Signature:	Christy Pettibone	**Signature:**	
Name:	**Christopher Pettibone**	**Name:**	**Adam Ennis**
Title:	**Sales Manager**	**Date:**	10/16/23
Date:	**09/06/2023**		

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: **H12**

Wording for Agenda: Adopt Resolution 2023-29 establishing a standing Landscape and Lighting Maintenance District Oversight Committee.

Submitting Department: Administration/City Attorney
Contact Name: Adam Ennis and Julia Lew
Phone Number: (559) 592-4539
Email: adam@exetercityhall.com

For action by:
_X_ City Council

Regular Session:
_X_ Consent Calendar
___ Regular Item
___ Public Hearing

Review:

City Administrator (Initials Required)

Department Recommendation:
Staff recommends that Council adopt Resolution 2023-29 establishing a standing Landscape and Lighting Maintenance District Oversight Committee.

Summary/Background:
At the City Council meeting of November 14, 2023, the Council considered the details of the formation of the Landscape and Lighting Maintenance District temporary advisory ad hoc committees per Council districts, and the formation of a Landscape and Lighting District Oversight standing committee. During the discussion staff was directed to discontinue formation of the Landscape and Lighting Maintenance District temporary advisory ad hoc committees per Council districts and continue with the formation of the Landscape and Lighting District Oversight standing committee.

The Council desired to establish a standing committee to provide oversight and recommendations to the City Council related to the needs of the City's Landscape and Lighting Maintenance Districts (L&Ls) and their status and operation. The Landscape and Lighting Maintenance District Oversight Committee (hereinafter referred to as "LLOC") would be formed per the direction of Council as detailed on the attached resolution.

Fiscal Impact: To be determined based on time and resources needed to provide support to the committees.

Prior Council/Board Actions: At their September 26, 2023, meeting the Council authorized the formation and development of Landscape and Lighting Maintenance District temporary advisory ad hoc committees per Council districts, and the formation of a Landscape and Lighting District Oversight standing committee.

At their November 14, 2023, meeting, the Council considered the details of the formation of the Landscape and Lighting Maintenance District temporary advisory ad hoc committees per Council districts, and the formation of a Landscape and Lighting District Oversight standing committee.

Attachments: Resolution 2023-29

Recommended motion to be made by Council/Board: I move to adopt Resolution 2023-29 as presented.

RESOLUTION 2023-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER ESTABLISHING THE (STANDING) LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT OVERSIGHT COMMITTEE

WHEREAS, the City Council of the City of Exeter desires to establish a standing committee to provide oversight and recommendations to the City Council related to the needs of the City's Landscape and Lighting Maintenance Districts (L&Ls) and their status and operation;

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

SECTION 1. Creation of Standing Committee. The City Council hereby establishes the Landscape and Lighting Maintenance District Oversight Committee (hereinafter referred to as "LLOC"). LLOC shall be a standing committee of the City Council.

SECTION 2. Committee Composition. LLOC shall have a total of seven (7) members, comprised of seven (7) members of the public at large who reside within L&Ls. All committee members shall be appointed by and serve at the pleasure of the City Council. Members shall serve for a two-year (non-staggered) term, and there shall be no limits on the number of terms that may be served. The City Council will strive to appoint members representing a variety of L&Ls and Electoral Districts to achieve diverse perspectives and widespread community representation. Members shall abide by all applicable conflicts of interest laws when undertaking their responsibilities.

SECTION 3. Purpose and Scope. No later than June of each year, LLOC shall review the draft engineers report supporting the annual L&L assessments for any issues and/or areas of concern. LLOC is authorized to report to the City administrative staff on its issues and findings, and shall report any unresolved issues to the City Council, along with its recommendations related to how the issues may be addressed. Additionally, LLOC shall review and report back on any L&L issues expressly referred to it by the City Council, including but not limited to the financial sustainability of particular Districts.

SECTION 5. Meetings. LLOC shall meet at mutually agreeable times and places, but no more than three (3) times per year unless otherwise explicitly approved by action of the City Council, with at least one meeting upon the availability of the draft L&L annual engineer's report as set forth above and prior to consideration of the report by the City Council. As a standing committee, said meetings shall be required to be noticed and subject to the attendance of the public pursuant to the Brown Act.

SECTION 6. City staff meeting attendance and support, as determined by the City Administrator, shall be required, in order to maintain compliance with the record-keeping requirements of the Brown Act.

SECTION 7. Effective Date. This Resolution shall be effective immediately upon adoption.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption of this Resolution.

Passed, approved, and adopted this 12th day of December 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frankie Alves, Mayor

ATTEST:

Christina Arias, Deputy City Clerk

City of Exeter
Agenda Item Transmittal

Date: December 12, 2023

Agenda Item Number: I1

Wording for Agenda: PUBLIC HEARING to consider an application for a Cannabis Regulatory Permit and adopting Resolution No. 2023-30 to permit the operation of a Medical Cannabis Treatment Center consistent with all provisions of Section 8.50 of the Exeter Municipal Code, located at 123 N. E Street, Suite 102.

Submitting Department: Planning Department
Contact Name and Phone Number: Greg Collins, City Planner
Tristan Suire, Assistant City Planner
Phone: 559-734-8737
Email: greg@weplancities.com, tristan@weplancities.com

For action by:
_X_ City Council
___ Planning Comm.

Regular Session:
____ Consent Calendar
____Regular Item
_X_ Public Hearing

Review:

City Administrator (Initials Required)



Department Recommendation:
Staff recommends that the City Council adopt Resolution No. 2023-30, permitting the operation of a Medical Cannabis Treatment Center consistent with all provisions of Section 8.50 of the Exeter Municipal Code subject to conditions as presented.

Summary:
The City has received a request for a Cannabis Regulatory Permit, pursuant to Exeter Municipal Code Section 8.50, located at 123 N. E Street, Suite 102, on the east side of N. E Street, north of E. Pine Street. The existing condition of the site is a developed commercial site, maintained in good condition, generally located in the developed downtown portion of the City. The applicant proposes no new changes to the existing structure, nor changes to the existing on and off-site improvements. The request is specifically to permit operations of a Medical Cannabis Treatment Center in the existing commercial structure, and no development of any kind is necessary to facilitate this proposal.

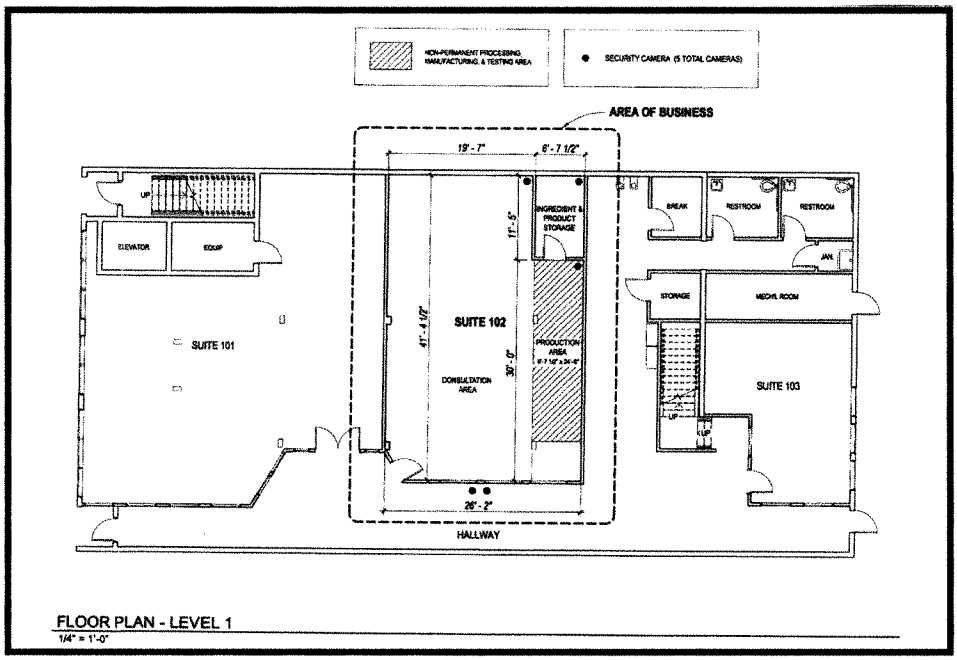
Background and Discussion:
The applicant, Don Anderson, has applied for a Cannabis Regulatory Permit in order to operate the proposed Medical Cannabis Treatment Center, located at 123 N. E. Street, Suite 102, on the east side of N. E Street, north of E. Pine Street. The Cannabis Regulatory Permit is required in addition to individual Employee Permits for all employees or independent contractors working at the proposed cannabis operations or involved in the related services, in order to operate a Medical Cannabis Treatment Center. Prior to this request, the applicant completed a Zoning Ordinance Text Amendment to permit the proposed use in the Central Commercial zoning district, subject to Regulatory Permit review. The approval of the Cannabis Regulatory Permit is contingent on adherence to all provisions of Section 8.50 (Regulation of Cannabis) of the Exeter Municipal Code, as well as annual renewal of the Cannabis Regulatory Permit.

The subject property consists of a single parcel with one existing commercial structure, which contains existing, unrelated commercial uses in the other suites. A recent examination of the site indicates that the current condition of the property is well-maintained, and the applicant is not proposing any changes to the existing structure or improvements. The proposed Medical

Cannabis Treatment Center would only be available by appointment, with no walk-ins open to the general public.

The subject property is zoned CC (Central Commercial), which allows "M (Medicinal) – Type 12 Microbusiness, Medical Cannabis Treatment Center consistent with all provisions of Section 8.50 of the Exeter Code of Ordinances" as a permitted use. The proposed Medical Cannabis Treatment Center is consistent with the purposes and permitted uses of the Central Commercial zoning district, and all provisions of Section 8.50 of the Exeter Municipal Code. The subject property is bounded by property zoned CC (Central Commercial) to the north, south, east, and west, occupied by various downtown commercial uses including a brewery and a bakery.

See site plans below:



The N. E Street right-of-way, which the proposed Medical Cannabis Treatment Center fronts onto, will not be negatively impacted by the proposed use. The business will operate on an appointment basis, limiting the number of employees and patients that are inside at any given time. The existing off-site public diagonal street parking provided along N. E Street will be sufficient to serve any anticipated increase in parking demand generated by the proposed use.

The Site Plan Review Committee, during their November meeting, determined that the proposed Cannabis Regulatory Permit request is exempt from Site Plan Review under Exeter Municipal Code Section 17.54.03(F). However, the Regulation of Cannabis Ordinance requires that the Police Chief make a recommendation on the Regulatory Permit issuance based on an authorized investigation and make the following findings:

A. The business or conduct of the business at a particular location is not prohibited by any local or State law, statue, rule, or regulation. This finding can be made.
B. The Business Owner or Operator has not been issued a local or State permit related to Cannabis operations at any other location in California, or another state, and such permit

was not suspended or revoked, nor has the Business Owner or Operator had disciplinary action related to such permit. This finding can be made.

C. The Business Owner or Operator has not knowingly made false statements of material fact nor has knowingly omitted to state a material fact in the application. This finding can be made.
D. Consistent with State Law, or other applicable State law, the Business Owner or Operator, or any Responsible Person, has not been any of the following, this finding can be made:
    a. Convicted of a serious or violent offence as listed under California Penal Code sections 667.5 and 1192.7(c); or
    b. Convicted of any of the offenses listed in Business and Professions Code section 19323; or
    c. Convicted of a misdemeanor involving moral turpitude as defined under State law (general crimes related to theft and dishonesty) within five (5) years preceding the date of the application.
    d. Convicted of a felony involving the illegal use, possession, transportation, distribution, or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in the Act; or
    e. Has engaged in misconduct related to the qualifications, functions, or duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a State license under State Law; or
    f. Consistent with State Law or other applicable State Law, the Business Owner or Operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or
    g. The Business Owner or Operator is under twenty-one (21) years of age, or any older other age set by the State; or
    h. The Cannabis Operation does not comply with the zoning ordinance standards of the City, the development standards set forth in the City of Exeter Municipal Code, or the terms of the Development Agreement; or
    i. The required annual business license fee, annual regulatory fee or fees specified in the Exeter Municipal Code have not been paid.
E. All of the above findings can be made.

Pursuant to Section 8.50.120(A)(1) of the Exeter Municipal Code, the Police Chief did cause written notice of their recommendation on the issuance or denial of the proposed Regulatory Permit to be mailed to the applicant prior to this public hearing before the City Council.

Conclusion:
Staff recommends that the City Council adopt Resolution 2023-30, issuing the proposed Cannabis Regulatory Permit, to allow operation of a Medical Cannabis Treatment Center subject to conditions of approval. This will allow the applicant to operate the Medical Cannabis Treatment Center at the existing commercial structure located at 123 N. E Street, Suite 102, subject to annual renewal of the Regulatory Permit.

Facts:

Applicant: Don Anderson

Location: 123 N. E Street, Suite 102, generally located on the east side of N. E Street, north of E. Pine Street.

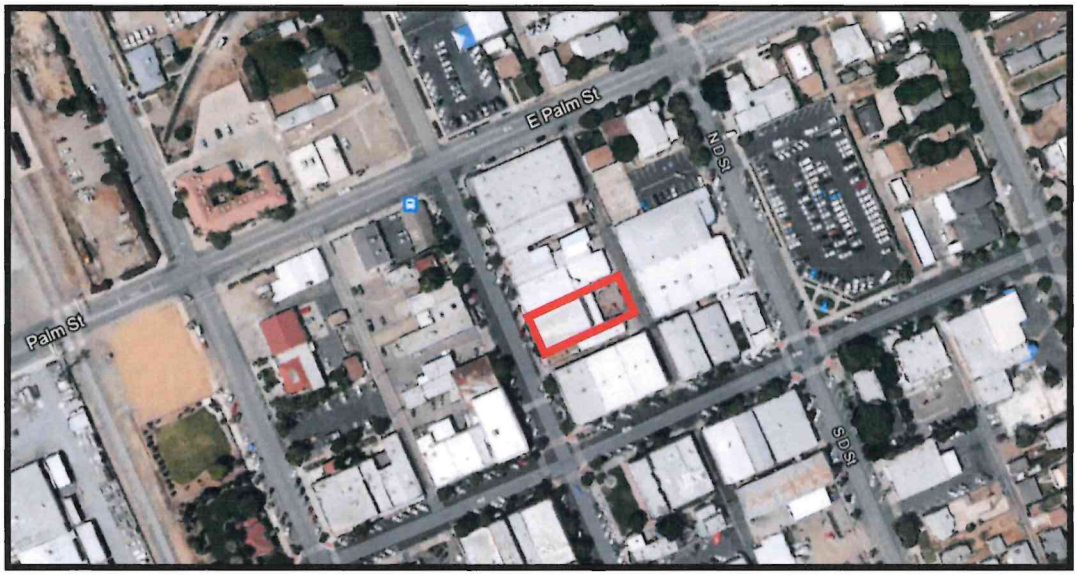
Request: The applicant requests issuance of a Cannabis Regulatory Permit, subject to Exeter Municipal Code Sec. 8.50

Design: The proposed project does not include any changes to the site design. The design of the project itself will not negatively impact surrounding properties.

Historic Use: The subject property contains a large commercial structure. A variety of downtown commercial uses have historically occupied this site including a flooring and carpet store and stationary store.

Site: The subject site is currently a multi-tenant commercial structure, with existing businesses including a café and salon. The rear of the building has access to the alley with loading and limited parking on-site.

See pictured from above:



See pictured from N. E Street facing northeast:



Zone: The project is located in the CC (Central Commercial) zone district. The proposed use is consistent with Section 17.24.02(CC) "M (Medicinal) – Type 12 Microbusiness, Medical Cannabis Treatment Center consistent with all provisions of Section 8.50 of the Exeter Code of Ordinances" of the Zoning Ordinance.

Gen. Plan: The subject site has the General Plan designation of Central Commercial

Land Use: The site contains improvements including a two-story commercial structure with brick façade, frontage improvements including existing curb, gutter, sidewalk, landscape planters, and street trees. Surrounding land uses are as follows:

North:	Homes goods store
South:	Bakery
East:	Ford automobile dealership
West:	Brewery

Infrastructure: The project will utilize existing commercial space to operate the proposed use. No new public right-of-way improvements proposed, nor are there any proposed improvements to the existing on-site infrastructure.

Landscaping: The project has not proposed any changes to the existing landscaping. No new landscaping is proposed.

CEQA: The proposed "project" is exempt from California Environmental Quality Act (CEQA) review, subject to the Class 1 Existing Facilities categorical exemption (Cal. Code Regs. tit. 14 §15301).

Prior Council/Board Actions: N/A

Attachments: City Council Resolution 2023-30
Chief of Police Letter of Recommendation

Recommended motion to be made by the City Council: I move to adopt Resolution 2023-30 permitting the Cannabis Regulatory Permit, to allow operation of the proposed Medical Cannabis Treatment Center subject to conditions of approval as presented.

City of Exeter
Agenda Item Transmittal

Date: December 12, 2023

Agenda Item Number: I1

Wording for Agenda: PUBLIC HEARING to consider an application for a Cannabis Regulatory Permit and adopting Resolution No. 2023-30 to permit the operation of a Medical Cannabis Treatment Center consistent with all provisions of Section 8.50 of the Exeter Municipal Code, located at 123 N. E Street, Suite 102.

Submitting Department: Planning Department
Contact Name and Phone Number: Greg Collins, City Planner
Tristan Suire, Assistant City Planner
Phone: 559-734-8737
Email: greg@weplancities.com, tristan@weplancities.com

For action by:
_X_ City Council
___ Planning Comm.

Regular Session:
____ Consent Calendar
____Regular Item
_X_ Public Hearing

Review:

City Administrator (Initials Required)

_____

Department Recommendation:
Staff recommends that the City Council adopt Resolution No. 2023-30, permitting the operation of a Medical Cannabis Treatment Center consistent with all provisions of Section 8.50 of the Exeter Municipal Code subject to conditions as presented.

Summary:
The City has received a request for a Cannabis Regulatory Permit, pursuant to Exeter Municipal Code Section 8.50, located at 123 N. E Street, Suite 102, on the east side of N. E Street, north of E. Pine Street. The existing condition of the site is a developed commercial site, maintained in good condition, generally located in the developed downtown portion of the City. The applicant proposes no new changes to the existing structure, nor changes to the existing on and off-site improvements. The request is specifically to permit operations of a Medical Cannabis Treatment Center in the existing commercial structure, and no development of any kind is necessary to facilitate this proposal.

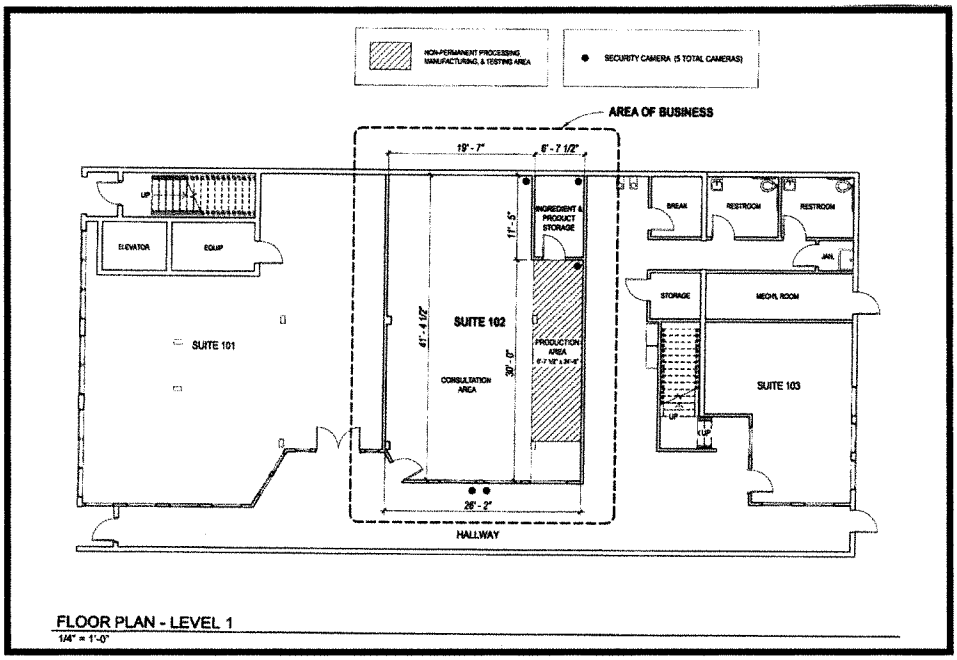
Background and Discussion:
The applicant, Don Anderson, has applied for a Cannabis Regulatory Permit in order to operate the proposed Medical Cannabis Treatment Center, located at 123 N. E. Street, Suite 102, on the east side of N. E Street, north of E. Pine Street. The Cannabis Regulatory Permit is required in addition to individual Employee Permits for all employees or independent contractors working at the proposed cannabis operations or involved in the related services, in order to operate a Medical Cannabis Treatment Center. Prior to this request, the applicant completed a Zoning Ordinance Text Amendment to permit the proposed use in the Central Commercial zoning district, subject to Regulatory Permit review. The approval of the Cannabis Regulatory Permit is contingent on adherence to all provisions of Section 8.50 (Regulation of Cannabis) of the Exeter Municipal Code, as well as annual renewal of the Cannabis Regulatory Permit.

The subject property consists of a single parcel with one existing commercial structure, which contains existing, unrelated commercial uses in the other suites. A recent examination of the site indicates that the current condition of the property is well-maintained, and the applicant is not proposing any changes to the existing structure or improvements. The proposed Medical

Cannabis Treatment Center would only be available by appointment, with no walk-ins open to the general public.

The subject property is zoned CC (Central Commercial), which allows "M (Medicinal) – Type 12 Microbusiness, Medical Cannabis Treatment Center consistent with all provisions of Section 8.50 of the Exeter Code of Ordinances" as a permitted use. The proposed Medical Cannabis Treatment Center is consistent with the purposes and permitted uses of the Central Commercial zoning district, and all provisions of Section 8.50 of the Exeter Municipal Code. The subject property is bounded by property zoned CC (Central Commercial) to the north, south, east, and west, occupied by various downtown commercial uses including a brewery and a bakery.

See site plans below:



The N. E Street right-of-way, which the proposed Medical Cannabis Treatment Center fronts onto, will not be negatively impacted by the proposed use. The business will operate on an appointment basis, limiting the number of employees and patients that are inside at any given time. The existing off-site public diagonal street parking provided along N. E Street will be sufficient to serve any anticipated increase in parking demand generated by the proposed use.

The Site Plan Review Committee, during their November meeting, determined that the proposed Cannabis Regulatory Permit request is exempt from Site Plan Review under Exeter Municipal Code Section 17.54.03(F). However, the Regulation of Cannabis Ordinance requires that the Police Chief make a recommendation on the Regulatory Permit issuance based on an authorized investigation and make the following findings:

A. The business or conduct of the business at a particular location is not prohibited by any local or State law, statue, rule, or regulation. This finding can be made.
B. The Business Owner or Operator has not been issued a local or State permit related to Cannabis operations at any other location in California, or another state, and such permit

was not suspended or revoked, nor has the Business Owner or Operator had disciplinary action related to such permit. This finding can be made.

C. The Business Owner or Operator has not knowingly made false statements of material fact nor has knowingly omitted to state a material fact in the application. This finding can be made.
D. Consistent with State Law, or other applicable State law, the Business Owner or Operator, or any Responsible Person, has not been any of the following, this finding can be made:
    a. Convicted of a serious or violent offence as listed under California Penal Code sections 667.5 and 1192.7(c); or
    b. Convicted of any of the offenses listed in Business and Professions Code section 19323; or
    c. Convicted of a misdemeanor involving moral turpitude as defined under State law (general crimes related to theft and dishonesty) within five (5) years preceding the date of the application.
    d. Convicted of a felony involving the illegal use, possession, transportation, distribution, or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in the Act; or
    e. Has engaged in misconduct related to the qualifications, functions, or duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a State license under State Law; or
    f. Consistent with State Law or other applicable State Law, the Business Owner or Operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or
    g. The Business Owner or Operator is under twenty-one (21) years of age, or any older other age set by the State; or
    h. The Cannabis Operation does not comply with the zoning ordinance standards of the City, the development standards set forth in the City of Exeter Municipal Code, or the terms of the Development Agreement; or
    i. The required annual business license fee, annual regulatory fee or fees specified in the Exeter Municipal Code have not been paid.
E. All of the above findings can be made.

Pursuant to Section 8.50.120(A)(1) of the Exeter Municipal Code, the Police Chief did cause written notice of their recommendation on the issuance or denial of the proposed Regulatory Permit to be mailed to the applicant prior to this public hearing before the City Council.

Conclusion:

Staff recommends that the City Council adopt Resolution 2023-30, issuing the proposed Cannabis Regulatory Permit, to allow operation of a Medical Cannabis Treatment Center subject to conditions of approval. This will allow the applicant to operate the Medical Cannabis Treatment Center at the existing commercial structure located at 123 N. E Street, Suite 102, subject to annual renewal of the Regulatory Permit.

Facts:

Applicant: Don Anderson

Location: 123 N. E Street, Suite 102, generally located on the east side of N. E Street, north of E. Pine Street.

Request: The applicant requests issuance of a Cannabis Regulatory Permit, subject to Exeter Municipal Code Sec. 8.50

Design: The proposed project does not include any changes to the site design. The design of the project itself will not negatively impact surrounding properties.

Historic Use: The subject property contains a large commercial structure. A variety of downtown commercial uses have historically occupied this site including a flooring and carpet store and stationary store.

Site: The subject site is currently a multi-tenant commercial structure, with existing businesses including a café and salon. The rear of the building has access to the alley with loading and limited parking on-site.

See pictured from above:



See pictured from N. E Street facing northeast:



Zone: The project is located in the CC (Central Commercial) zone district. The proposed use is consistent with Section 17.24.02(CC) "M (Medicinal) – Type 12 Microbusiness, Medical Cannabis Treatment Center consistent with all provisions of Section 8.50 of the Exeter Code of Ordinances" of the Zoning Ordinance.

Gen. Plan: The subject site has the General Plan designation of Central Commercial

Land Use: The site contains improvements including a two-story commercial structure with brick façade, frontage improvements including existing curb, gutter, sidewalk, landscape planters, and street trees. Surrounding land uses are as follows:

North:	Homes goods store
South:	Bakery
East:	Ford automobile dealership
West:	Brewery

Infrastructure: The project will utilize existing commercial space to operate the proposed use. No new public right-of-way improvements proposed, nor are there any proposed improvements to the existing on-site infrastructure.

Landscaping: The project has not proposed any changes to the existing landscaping. No new landscaping is proposed.

CEQA: The proposed "project" is exempt from California Environmental Quality Act (CEQA) review, subject to the Class 1 Existing Facilities categorical exemption (Cal. Code Regs. tit. 14 §15301).

Prior Council/Board Actions: N/A

Attachments: City Council Resolution 2023-30
Chief of Police Letter of Recommendation

Recommended motion to be made by the City Council: I move to adopt Resolution 2023-30 permitting the Cannabis Regulatory Permit, to allow operation of the proposed Medical Cannabis Treatment Center subject to conditions of approval as presented.

RESOLUTION 2023-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER APPROVING ISSUANCE OF CANNABIS REGULATORY PERMIT NO. 2023-01, A REQUEST BY DON ANDERSON TO OPERATE A MEDICAL CANNABIS TREATMENT CENTER, SUBJECT TO ALL PROVISIONS OF EXETER MUNICIPAL CODE SECTION 8.50 (REGULATION OF CANNABIS) FOR A BUSINESS LOCATED AT 123 N. E STREET, SUITE 102, ON THE EAST SIDE OF N. E STREET, NORTH OF E. PINE STREET, APN 138-094-015, CONTAINING APPROXIMATELY 0.17 ACRES.

WHEREAS, the applicant, Don Anderson, has requested a Cannabis Regulatory Permit to operate a medical cannabis treatment center on property at 123 N. E Street, Suite 102, (APN: 138-094-015), located on the east side of N. E Street, north of E. Pine Street in Exeter, pursuant to Exeter Municipal Code Section 8.50, Regulation of Cannabis, and

WHEREAS, the applicant's request to operate a medical cannabis treatment center requires that a Cannabis Regulatory Permit be issued prior to operation, and

WHEREAS, Exeter Municipal Code Section 8.50 sets forth procedures for the issuance of a Regulatory Permit, which includes a requirement for the Exeter Chief of Police to make a recommendation on issuance or denial of the Regulatory Permit, as well as requiring a public hearing before the City Council to issue or deny the proposed Regulatory Permit, and

WHEREAS, the City of Exeter Chief of Police did, on November 16th of 2023, pursuant to Exeter Municipal Code Sec. 8.50.120(A)(1), cause written notice of the findings of their authorized investigation and recommendation on issuance to be mailed to the applicant prior to the public hearing before City Council, and

WHEREAS, The City Council of Exeter, California did, on December 12, 2023, hold a duly noticed public hearing for review for an applicant-initiated request to consider a Cannabis Regulatory Permit to operate a medical cannabis treatment center, for property located at 123 N. E Street, Suite 102, (APN: 138-094-015), located on the east side of N. E Street, north of E. Pine Street in Exeter, identified in attached Exhibit "A", and

WHEREAS, the proposed use, "M (Medicinal) – Type 12 Microbusiness, Medical Cannabis Treatment Center consistent with all provisions of Section 8.50 of the Exeter Code of Ordinances" is a permitted use in the CC (Central Commercial) district, and

WHEREAS, the proposed use has been determined by Site Plan Review Committee to be exempt from Site Plan Review under Exeter Municipal Code Section 17.54.03(F), and

WHEREAS, a public hearing notice was sent to surrounding property owners within 300 feet of the subject property and was also published in the local paper 10 days prior to said public hearing, and

WHEREAS, the Planning Department has prepared a staff report on the Cannabis Regulatory Permit and determined that the project is categorically exempt under the California Environmental Quality Act (CEQA), Section 15301, Existing Facilities exemption, and

WHEREAS, the City Council has reviewed the staff report, considered public testimony on the proposed Regulatory Permit, both for and against.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented, determined the following findings were relevant in evaluating this Regulatory Permit:

1. The business or conduct of the business at a particular location is not prohibited by any local of State law, statue, rule, or regulation. This finding can be made.
2. The Business Owner or Operator has not been issued a local or State permit related to Cannabis operations at any other location in California, or another state, and such permit was not suspended or revoked, nor has the Business Owner or Operator had disciplinary action related to such permit. This finding can be made.
3. The Business Owner or Operator has not knowingly made false statements of material fact nor has knowingly omitted to state a material fact in the application. This finding can be made.
4. Consistent with State Law, or other applicable State law, the Business Owner or Operator, or any Responsible Person, has not been any of the following, this finding can be made:

    a. Convicted of a serious or violent offence as listed under California Penal Code sections 667.5 and 1192.7(c); or
    b. Convicted of any of the offenses listed in Business and Professions Code section 19323; or
    c. Convicted of a misdemeanor involving moral turpitude as defined under State law (general crimes related to theft and dishonesty) within five (5) years preceding the date of the application.
    d. Convicted of a felony involving the illegal use, possession, transportation, distribution, or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in the Act; or
    e. Has engaged in misconduct related to the qualifications, functions, or duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a State license under State Law; or
    f. Consistent with State Law or other applicable State Law, the Business Owner or Operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or
    g. The Business Owner or Operator is under twenty-one (21) years of age, or any older other age set by the State; or
    h. The Cannabis Operation does not comply with the zoning ordinance standards of the City, the development standards set forth in the City of Exeter Municipal Code, or the terms of the Development Agreement; or
    i. The required annual business license fee, annual regulatory fee or fees specified in the Exeter Municipal Code have not been paid.

5. All of the above findings can be made.
6. That the conditions of approval are necessary to protect public health, safety, and general welfare. The conditions of approval regulate the operation of the proposed Regulatory Permit and are intended to allow the proposed use to operate harmoniously with surrounding uses. This finding can be made.
7. Effective Date: Regulatory Permit No. 2023-01 shall be issued on January 1, 2024.

BE IT FURTHER RESOLVED that the City Council hereby approves Resolution 2023-30 approving issuance of Cannabis Regulatory Permit No. 2023-01, subject to conditions set forth in Exhibit "B".

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER 2023, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frankie Alves, Mayor

ATTEST:

Christina Arias, Deputy City Clerk

Exhibit A
Location Map



Exhibit B
Conditions of Approval

1. Before installation or erection of any signage, the applicant must submit an application for sign permit(s) and be approved. All signs shall be compliant with the City of Exeter sign standards.
2. All lighting must be installed with canopies, hoods, or other devices designed to direct lighting down and away from the street, and compliant with all improvement standards of the City of Exeter.
3. Any graffiti shall be removed within 24 hours.
4. The applicant must follow all provisions of Exeter Municipal Code Section 8.50, subject to the annual review and approval of the Chief of Police.
5. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.

Exeter Police Department

100 N. C Street
Exeter, CA 93221
(559) 592-3103

John Hall
Chief of Police

Notice of Regulatory Permit Recommendation

November 16, 2023

RE: Exeter Municipal Code Sec. 8.50.120(A)(1) Written Notice of Regulatory Permit Recommendation

To Donald Anderson,

This letter is pursuant to Exeter Municipal Code Section 8.50.120(A)(1) which requires the Police Chief to cause written notice of their recommendation on the issuance of denial of a Regulatory Permit to be personally delivered or mailed to the applicant prior to the public hearing before City Council. Based on the following criteria, as well as the submission of a complete and compliant application, I hereby notify you, the applicant, that the City Council will hold a Public Hearing on December 12, 2023, to consider the proposed Regulatory Permit, and that the Police Chief will recommend issuing the Regulatory Permit. The adopted Regulation of Cannabis Ordinance requires that the following findings be made regarding the proposed Regulatory Permit:

A. The business or conduct of the business at a particular location is not prohibited by any local or State law, statute, rule, or regulation. This finding can be made.
B. The Business Owner or Operator has not been issued a local or State permit related to Cannabis operations at any other location in California, or another state, and such permit was not suspended or revoked, nor has the Business Owner or Operator had disciplinary action related to such permit. This finding can be made.
C. The Business Owner or Operator has not knowingly made false statements of material fact nor has knowingly omitted to state a material fact in the application. This finding can be made.
D. Consistent with State Law, or other applicable State law, the Business Owner or Operator, or any Responsible Person, has not been and of the following, this finding can be made:
    a. Convicted of a serious or violent offence as listed under California Penal Code sections 667.5 and 1192.7(c); or
    b. Convicted of any of the offenses listed in Business and Professions Code section 19323; or
    c. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes related to theft and dishonesty) within five (5) years preceding the date of the application; or
    d. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activated related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in the Act; or
    e. Has engaged in misconduct related to the qualifications, functions, or duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a State license under State Law; or
    f. Consistent with State Law or other applicable State Law, the Business Owner or Operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or
    g. The Business Owner or Operator is under twenty-one (21) years of age, or any older other age set by the State; or

Exeter Police Department

100 N. C Street
Exeter, CA 93221
(559) 592-3103

John Hall
Chief of Police

h. The Cannabis Operation does not comply with the zoning ordinance standards of the City, the development standards set forth in this Code, or the terms of the Development Agreement; or

i. The required annual business license fee, annual regulatory fee or fees specified in this Code have not been paid.

E. All of the above findings can be made.

I, the City of Exeter Chief of Police, hereby advise the City Council of the City of Exeter to issue the Regulatory Cannabis Permit submitted by Donald Anderson, based on the findings above and the authorized investigation of the application.

Sincerely,

John Hall, Chief of Police
Exeter Police Department
100 N. C Street
Exeter, CA 93221
(559) 592-3103

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: I2

Wording for Agenda: Public Hearing to receive the City's annual public accounting for development impact fees for Fiscal Year 2022-2023 pursuant to State Law, Government Code Section 66006.

Submitting Department: Finance
Contact Name: Eekhong Franco, Finance Director
Phone Number: (559) 592-2755
Email: efranco@exetercityhall.com

For action by:
_X_ City Council

Regular Session:
___ Consent Calendar
___ Regular Item
_X_ Public Hearing

Review:

City Administrator (Initials Required)

Department Recommendation:
Conduct a Public Hearing to receive the 2022-2023 Impact Fee Report in compliance with State Law, Government Code Section 66006, therefore Council is required to receive, review, and file the report.

Summary/Background:
Development impact fees are part of a funding system that California cities and counties use to fund new or expanded infrastructure needed to serve growth and development. Impact fees are imposed by a city on new development to pay for proportionate costs of providing public infrastructure to serve the new development (increased population, increased traffic, etc.) These infrastructure fees include roads, parks, storm drains, water, sewer, and other public facilities.

The purpose of this report is to advise the public and the Council on the City's use of our accumulated impact fees, and to demonstrate that these monies were appropriately spent on impact related projects. The 2022-2023 Impact Fee Report follows Government Code Section 66006 (a) and (b), which requires agencies to provide information on each fund or account established for the collection of impact fees. Within 180 days after the last day of each fiscal year this information must be made available to the public for the period covered by that fiscal year.

The City has four development impact fee categories:

- Public Facilities Improvement (201-209)
- Storm Drain (120)
- Water Capital (105)
- Sewer Capital (107)

Fiscal Impact: Information only, no fiscal impact with this action.

Prior Council/Board Actions: Previous annual filings of Impact Fee Reports

Attachments: City of Exeter 2022-2023 Impact Fee Report

Recommended motion to be made by Council: I move the City Council receive and file the 2022-2023 Impact Fee Report as required by Government Code Section 66006

2022-2023 IMPACT FEE REPORT

As required by Government Code Section 66006, the following report is provided regarding Development Impact Fees collected and expended by the City of Exeter. There was a 13.80% CPI increase that went into effect for fiscal year 2022-2023.

PUBLIC FACILITIES IMPROVEMENT (Funds 201-209)

Funds are earmarked to fund public improvement projects based on the preferred units of impact. Landscaped medians, Signals, and Railroad crossings, all based on traffic generation rates. Bike path is based on bike trips. Public facilities, Parks, and Parking in-lieu are all based on population.

A. Public Improvement Fees are charged for new development within the City. All impact fees came into effect December 26, 2004 except Parking in-lieu which was effective as of January 9, 2021.

B. The fees per lot:

	Single	Multi Unit	Mobile Home
Landscaped Medians:	$ 489	$ 349	$ 244
Signals	$ 390	$ 279	$ 193
Railroad Crossings	$ 204	$ 145	$ 100
Bike Path	$ 41	$ 28	$ 19
Public Facilities	$1,360	$ 454	$1,305
Parks	$ 740	$ 627	$ 708
Totals Fees per unit:	$3,224	$1,882	$2,569

C. The optional Downtown Parking Impact Fee $1,707 per stall for new or expanding business

D. The Beginning Fund Balances as of July 1, 2022 totaled $239,781.25. The Ending Fund Balances on June 30, 2023 was $269,241.98.

E. 2022/2023 Fiscal Year: Fees collected $26,231 Total interest earned: $3,229.73.

A. Expenditures: **None**

F. Funds are earmarked:
   a. Landscape Median (201) $42,313.39 - Entrance sign at west end of Visalia Road.
   b. Public Facilities (202) $97,089.47 - Parking Lot off Palm and F (estimated costs $750,000)
   c. RR crossing (203) $17,571.13 - Rocky Hill crossing and Downtown
   d. Signals (204) $33,742.77 - Palm and G flashing signal
   e. Parks (206) $75,008.67 – Park Improvements, Lights at Dobson Field ($250,000 estimated costs)
   f. Bike Path (208) $3,516.55 – Bike Lane Striping
   g. Parking (209) $0 – Downtown parking improvement (restriping, signage, additional lights, etc.)

STORM DRAIN (120.000.299.005)

A. Storm Drain Fee is charged for new development within the City on an acreage basis. On April 26, 2008, the fee was changed as per Resolution 2008-06.

B. The fee per acre is $1,047.

C The Beginning Fund Balance on July 1, 2022 was $2,785.78. The Ending Fund Balance on June 30, 2023 was $15,373.12.

D. 2022/2023 Fiscal Year: Fees collected: $17,118.45; Interest earned $173.09.

E. Expenditures: $4,704.20 (incurred for storm drain master plan update)

F. Pending LEAP grant reimbursement during 2023/2024 Fiscal year: $65,000

G. Funds are earmarked for capital improvements including storm drain capacity increasing projects

WATER CAPITAL (105.000.299.005)

B. A Water Capital Improvement Fee is charged for new development within the City.

C. New fees were adopted on February 26, 2008 per Resolution 2008-06 and became effective 60 days after the adoption date, April 26, 2008. The new fee schedule is based on a single-family residence cost of $6,411. This is determined by Equivalent Dwelling Unit (EDU) ratios for water supply and distribution per unit of measure.

D. The Beginning Fund Balance on July 1, 2022 was $643,564.24. The Ending Fund Balance on June 30, 2023 was $694,624.22.

E. 2022/2023 Fiscal Year: Fees collected: $41,671.50; Interest earned: $9,388.48.

F. Expenditures: **None**

G. Funds are earmarked for water capital improvements such as:
   a. Well improvements
   b. Water capacity increasing projects

SEWER CAPITAL (107.000.299.005)

A. Sewer Capital Fee is charged for new development within the City. New fees were adopted Per Resolution 2008-06 on February 26, 2008 and became effective 60 days after the adoption date, which was April 26, 2008. The new fee schedule replaces existing fees and will be based on a single-family residence cost of $903 calculated by Equivalent Dwelling Unit (EDU) ratios for wastewater collection per unit of measure.

B. The Beginning Fund Balance on July 1, 2022 was $91,319.21. The Ending Fund balance June 30, 2023 was $98,311.01.

C. 2022/2023 Fiscal Year: Fees collected: $5,869.50; Interest earned: $1,122.30

D. Expenditures: **None**

E. Funds are earmarked for sewer improvements due to new development.

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: I3

Wording for Agenda: Consideration of awarding and authorizing the City Administrator to execute an agreement with the lowest responsible bidder, Perfect Care Landscape and Maintenance of Tulare, CA in a base annual amount of $102,924 to provide landscape maintenance services for the City's landscape and lighting districts beginning January 1, 2024, for a term of one (1) year, with four (4) optional 1-year extensions.

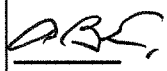
Submitting Department: Public Works
Contact Name: Daymon Qualls, Public Works Director
Phone Number: (559) 592-3318
Email: dqualls@exetercityhall.com

For action by:
_X_ City Council

Regular Session:
___Consent Calendar
_X_Regular Item
___ Public Hearing

Review:

City Administrator (Initials Required)



Department Recommendation:
It should be noted that the low bidder's bid proposal comes with an annual increase of $30,444 (42%) over the cost of the current contract. Eight (8) of the landscape and lighting districts are currently operating in a deficit and prior attempts to ballot for reasonable operational cost increases have failed in most districts. As previously directed by the Council, maintenance services were reduced or suspended in certain districts, in an attempt to balance the respective fund. This approach was working, and the deficit amounts were being slowly reduced over time.

Should the Council decide to award the new contract, eighteen (18) of the nineteen (19) districts will be in annual deficit and, within five years, fourteen (14) of the nineteen (19) districts will be in fund deficit. The total deficit balance in the landscape and lighting district fund as of 6/30/2023 was $118,139.14. The projected deficit balance for FY 24/25, with just the new contractor costs (not including other scheduled utility cost increases), will increase an estimated $45K, bringing the total deficit to over $160,000. This fund deficit will continue to grow as additional district fund surpluses are depleted by these annual deficits.

Without increased revenue (assessments), the deficit amount will continue to grow over time. For this reason, consideration must be given to either increasing revenue (assessments) or decreasing expenditures to bring the districts into balance. Accordingly, staff is requesting that the Council consider all of the above information and provide direction on how to proceed.

Summary/Background:
At the direction of Council, staff advertised a Request for Bids (RFB 23-008) on October 13, 2023 for landscape maintenance services for the City's landscape and lighting districts and received four (4) bids on November 15, 2023. Perfect Care Landscape and Maintenance of Tulare, CA submitted the lowest bid in the amount of $102,924, which is a 42% increase over the current contract amount.

Following is a summary of the bids that were received:

Perfect Care Landscape and Maintenance	$102,924
JCS Land Management	$128,400
Westscapes Inc.	$158,304

Valley Green Landscape and Maintenance $191,000

Perfect Care Landscape and Maintenance's bid proposal has been reviewed by staff and all required information submitted has been determined to be complete and responsive.

Fiscal Impact: Landscape maintenance services for the City's landscape and lighting districts are paid from assessments collected from property owners within the various landscape and lighting districts. As indicated above, the low bidder's bid proposal comes with an annual increase of $30,444 (42%) over the cost of the current contract. With several of the districts already being in substantial deficit, the increased costs of the new contract for services will cause even larger deficits in certain districts and send nearly all of the districts into annual deficit. While the City is currently covering the shortfalls through a loan of General Fund dollars, it is not appropriate to continue doing so as the financial responsibility for maintenance of landscape and lighting districts falls on individual property owners of each district, not the entire city.

Prior Council/Board Actions: On June 28, 2022, Council awarded and authorized the City Administrator to execute an agreement with the lowest responsible bidder, Valley Green Landscape and Maintenance of Visalia, CA in a base annual amount of $72,480 to provide landscape maintenance services for the City's landscape maintenance districts beginning July 1, 2022, for a term of one (1) year, with four (4) optional 1-year extensions.

Attachments: Contract
LLMD Spreadsheet

Environmental Clearance: Not applicable for this project.

Recommended motion to be made by Council/Board: I move to provide direction to staff regarding contract award and addressing district deficits per council discussion.

CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF EXETER'S LANDSCAPING AND LIGHTING DISTRICTS

(City of Exeter Bid No. 23-008)

This Agreement, entered into and effective this 1st day of January, 2024 ["Effective Date"], by and between the City of Exeter, hereinafter referred to as the "CITY", and Perfect Care Landscape and Maintenance hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is a partnership business with a primary business address of 482 Ranch Acres Rd, Tulare, CA 93274; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Exeter reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for Landscape Maintenance Services for the City's Landscape and Lighting Districts; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to provide said services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. "Additionally, this Agreement may be terminated for convenience. In the event of termination

or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	**DESCRIPTION OF ATTACHMENT**
Attachment 1	City of Exeter RFB 23-008 – Landscape Maintenance Services – Landscape and Lighting Districts
Attachment 2	CONTRACTOR's bid in response to RFB 23-008

CONTRACTOR will invoice the City monthly on or before the 5th of each month.

CONTRACTOR shall provide all work/services described in "Scope of Services" in RFB 23-008.

3. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	**COMPLETION DATE**
Pay Contractor on a monthly basis	Within 30 days from date of invoice for completed work

4. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	$102,924.00

Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

5. INSURANCE:

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described in Attachment 1.

6. Indemnification:

Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

It is the intent of the parties that Contractor will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

The Contractor shall continuously protect City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the contract, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of EXETER in any emergency, the Contractor shall unconditionally comply therewith.

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

7. AFFIRMATION:

Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

8. INTEGRATION/MODIFICATION:

The Request for Bids, the Notice and Instructions to Contractors, Bid Proposal, Non Collusion Affidavit, Bidder's Bond, Bond for Faithful Performance, Bond for Material men and Laborers, Contract Agreement, Special Provisions, Project Manual, and the Plans mentioned therein together with all appendices, all of which are hereto attached, are hereby incorporated in and made part of this Agreement.

9. ARBITRATION:

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. ATTORNEY FEES:

In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its reasonable attorneys' fees and court costs incurred in the action or proceeding brought thereon.

11. FIREARMS PROHIBITED:

Guns may not be carried by Contractor while working on City of Exeter premises without the expressed written approval of the CITY, or an exemption in the contract. If the Contractor is caught carrying a firearm without CITY permission, the contract will be terminated.

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

CONTRACTOR

Dated:_____ By:_____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF EXETER

Dated:_____ By:_____
City Administrator

Dated:_____ By:_____
City Attorney

Dated:_____ By:_____
City Risk Manager

Dated:_____ By:_____
Director of Public Works

Attachment 1

CITY OF EXETER
PUBLIC WORKS DEPARTMENT

Landscape Maintenance Services – Landscape and Lighting Districts

IN

CITY OF EXETER
TULARE COUNTY

PROJECT NO. 23-008

Dated: October 13, 2023

CITY OF EXETER
STATE OF CALIFORNIA
NOTICE TO CONTRACTORS

Project Name: Landscape Maintenance Services – Landscape and Lighting Districts
Project No.: 23-008
RFB No.: 23-008

Sealed bids will be received at City Hall, 137 North F Street or P.O. Box 237, Exeter, California 93221, **until 1:00 p.m. on Wednesday, November 15, 2023,** and promptly thereafter all bids that have been duly received will be publicly opened and read aloud for furnishing to said City all labor, materials, supplies, equipment, transportation, incidentals, and services necessary to perform work. It is the bidder's responsibility that the sealed bid is received by the City of Exeter by the date and time stated above.

Instructions to bidders, specifications and bid forms may be inspected and obtained by visiting https://www.bidnetdirect.com/california/cityofexeter. To prevent misinterpretations, the City would prefer that all questions be sent by email to pw@exetercityhall.com. **Questions must be received no later than Wednesday, November 8, 2023.**

A mandatory pre-bid meeting and site walk will be held on Monday, October 30, 2023, at 1:00 p.m. at 137 North F Street, Exeter, California.

This project requires the Contractor to have a California (C-27) Landscaping Contractor Classification License.

All contractors and/or subcontractors shall be required to obtain a City of Exeter Business Tax Certificate. No payment will be made to any contractor until such license is obtained.

The contractors must be registered with the State of California Department of Industrial Relations in compliance with SB854 which states: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Awarded contractor will be required to furnish electronic payroll records for project to the Labor Commissioner.

Per the California Labor Code (CLC), the following statements are hereby incorporated into this Contract:

As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Exeter. Proof of registration for each contractor and subcontractor listed on the bid is required.

As set forth in CLC section 1771.4(a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As set forth in CLC section 1773, the City of Exeter shall obtain the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. In accordance with labor code section 1773.2, this information is to be included in the bid specifications and in the contract itself.

This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from the State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, available at the California Department of Industrial Relations' Internet web site: http://www.dir.ca.gov/dlsr/PWD/index.htm.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wage: and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These rates shall be a part of the Contract and are on file at the City of Exeter – Public Works offices and will be made available to any interested person on request. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

City reserves the right to temporarily retain five percent (5%) from each payment to Contractor pursuant to California Public Contract Code § 7201 until the City determines that all work and other requirements of this Contract are complete. Pursuant to Section 22300 of the California Public Contract Code (Section 10263 of the Public Contract Code for State Agencies), the Contractor may substitute securities for any money held by the City to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or federally-chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The City shall not certify that the contract has been completed until at least 35 days after filing by the City of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

CITY OF EXETER
Daymon Qualls,
Director of Public Works

Section 1: Introduction

Purpose

The City of Exeter ("City") is requesting bids (RFB) from experienced, well qualified landscape contractors to perform weekly maintenance of the City's twenty-one (21) landscape and lighting districts.

Background

The City of Exeter is located in Tulare County and covers approximately 2.46 square miles. The City of Exeter is situated in the middle of California's agricultural heartland, the great San Joaquin Valley, one of the world's most fertile valleys. The area has scenic beauty, a thriving business community and a population of more than 11,169 who take great pride in the town's heritage, quality housing, good schools, and a low crime rate.

Objectives

The City has twenty-one (21) landscape and lighting districts to be included in this bid.

This RFB is to solicit bids from qualified landscaping contractors to perform weekly maintenance of the City's twenty-one (21) landscape and lighting districts. Below are the key points for consideration:

- The selected contractor shall have a proven track record of services required.
- The selected contractor shall have sufficient liability insurance.
- The selected contractor shall have a California C-27 Landscaping Contractor Classification License.
- The selected contractor shall have a Qualified Applicator Certificate in category B (QAC-B).
- The selected contractor shall maintain a City business license at all times during the service of the contract.
- The initial contract period shall be for twelve (12) months, renewable annually thereafter for four (4) consecutive one-year periods, at the City's option, and upon mutually agreeable terms
- The contract period shall be from January 1st through December 31st annually.
- The contract may be terminated at any time for failure to perform satisfactorily or may be terminated after a 30-day notice to terminate.
- All prices shall be fixed for a twelve-month period. Prices bid by Contractor may be adjusted annually at time of contract renewal or upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials, or changes in scope of work.
- By submitting a bid for this project, the Contractor acknowledges that he has visited each of the City's twenty-one (21) landscape and lighting districts and made himself aware as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal.
- The Contractor shall be liable for all damage done to any structure arising through his operations. The Contractor shall repair all damage done through his acts or negligence.

Prevailing Wages

The selected contractor must be registered with the State of California Department of Industrial Relations in compliance with SB854 which states: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified

to perform public work pursuant to Section 1725.5. To the extent required by law, selected contractor will be required to furnish electronic payroll records for project to the Labor Commissioner.

Per the California Labor Code (CLC), the following statements are hereby incorporated into this Contract:

As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City. Proof of registration for each contractor and subcontractor listed on the bid is required.

As set forth in CLC section 1771.4(a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from the State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site: http://www.dir.ca.gov/dlsr/PWD/index.htm.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wage: and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These rates are available from the California Department of Industrial Relations' Internet web site.

Compliance with Discrimination Laws

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, or other protected class.

Section 2: Scope of Work

Bid will be awarded to the most responsive, responsible Bidder whose Proposal meets the requirements and criteria set forth in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City.

Maintenance of areas must include if applicable, but not be limited to, pruning, shaping and training of trees, shrubs and ground covers; fertilization; weed control; litter control; control of all plant diseases and pests; mowing; maintenance of irrigation system; and all other duties required to keep the area(s) in safe, attractive, usable condition and maintain plant and turf condition with horticulturally acceptable growth and color and as otherwise described herein. **Landscape Maintenance for the City of Exeter must be "priority work" for the successful Contractor. Contractor must have sufficient equipment and employees to complete the work in accordance with the specifications and requirements of this Invitation to Bid.**

After award of the contract, the Contractor will inspect and review current landscape and irrigation conditions of the project areas. The Contractor must provide a statement summarizing the status of the current landscape conditions and irrigation system along with a cost estimate to make the necessary corrections and present them to the Public Works Department for review. The City of Exeter will schedule a meeting with the Contractor to review the current landscape and irrigation conditions of the project work areas and agree to a resolution and approval of the project areas. The City will provide a statement summarizing the resolution of the current landscape conditions and irrigation system and must be executed by the Contractor in phases as stated below. The Contractor will accept the conditions of the project area based off the agreed upon resolutions.

The City may conduct periodic inspections of the landscaping work by the Contractor and issue observed "Out of Compliance" reports to the Contractor. The Contractor will be required to review and remedy the observed "Out of Compliance" issues of those observed areas of the inspection reports by the City within seven (7) days. This does not relinquish the Contractor of any responsibility to inspect and ensure that all areas maintained by the Contractor are compliant as outlined in the contract.

Sixty (60) Days prior to annual contract renewal or termination of contract, all landscape repairs and replanting requested by the City must be complete. Any work left in an unacceptable condition will be cause for delay of final payment to Contractor until such time as the City has repairs and replanting completed. Final payment will be reduced by the cost of these repairs and replanting performed by the City.

A. GENERAL CONDITIONS

1. **Standards.** Contractor must perform services in a manner commensurate with the highest quality professional standards of the landscape maintenance profession, using qualified and experienced personnel and high-quality equipment and materials.

   The specifications and standards must be always met by Contractor regardless of Contractor's employees' absence or established staffing pattern and levels.

2. **Working Day**. The Contractor's activities must be confined to the hours between 6:00a.m. PST and 6:00p.m. PST, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior written consent of the City, except in emergencies involving immediate hazard to persons or property. No normal and routine maintenance operations that cause excessive noise shall be performed before 6:00 a.m. All or some locations may require blowing of parking lots and other hardscape areas prior to normal business hours of 8 a.m. PST to avoid materials and debris being scattered on vehicles or adjacent property. Contractor shall comply with the City of Exeter's Municipal Code Noise Ordinance *Special restrictions 9.20.030*

3. **Company Identification.** All employees must wear uniforms or other identifying clothing, to make clear to all observers that they are employed by the Contractor. All vehicles (trucks, etc.) used while fulfilling this contract shall have appropriate company identification, visible to all observers, to identify vehicles as being owned by the Contractor.

4. **Professional Conduct.** Contractor and Contractor's employees must always conduct themselves professionally in public and when dealing with City staff and/or Exeter citizens. This will include

but not be limited to refraining from using profane or vulgar language in public areas while performing work under this agreement. Contractor and Contractor's employees will also always afford residents and citizens the utmost courtesy and respect

5. **Property Owner Concerns**. As soon as the Contractor is aware of a resident concern either directly or indirectly, the contractor shall immediately inform the Public Works Department of the concern (including the resident's name and phone number if possible). The Public Works Department will provide direction to the Contractor with regards to the appropriate response.

6. **Mowing** (when applicable). All turf areas covered by this contract shall be mowed on a weekly basis.

7. **Watering**. Irrigation systems must be maintained, repaired, and adjusted to prevent wetting of adjacent streets and water waste during the irrigation cycle. Contractor shall follow the City's and State's water conservation regulations.

8. **Chemicals**. The City reserves the right to reject any chemicals Contractor and/or their subcontractors propose to use, prior to or during actual use. **Safety Data Sheets (S.D.S.) shall be provided to City prior to award of contract and in case of changes after award of contract at least thirty (30) days prior to usage by Contractor of any chemicals while performing this contract.** Materials shall be non-staining, non-corrosive, and shall not leave a flammable residue.

9. **Fertilizer**. Fertilization will be on an as needed basis. Quotes shall be provided to the Public Works Department when additional services are needed.

10. **Clean-up.** All areas covered by the contract must be kept free of debris and potential safety hazards generated by but not limited to, leaves, grass clippings, pruning, weeding, trimming, and other operations of the Contractor, as well as bottles, cans, trash and paper and other yard waste. All trash and debris are to be immediately removed and disposed of. Trash, debris and green waste from City of Exeter landscaping may be disposed of at the City Corporation Yard located at 350 W. Firebaugh, during business hours.

11. **Emergency Response**. Contractor must be able to respond immediately to emergencies. Emergencies are generally construed as those events that in the opinion of City staff constitute an **immediate danger or hazard to property or persons,** or that significantly violate water conservation requirements. If the emergency condition is identified and the Contractor is notified (either through discovery or by contact from City personnel) during normal work hours, the Contractor must respond to the emergency within **two hours** unless otherwise specified. If discovery or notification occurs after normal working hours, the Contractor must respond by 10 a.m. on the following working day.

    Contractor must provide some acceptable method by which contact can be made in case of emergency, i.e., paging system, cell phone, etc. and shall also provide a method by which non-emergency messages can be received during the workday, i.e., phone messages, texts, email, etc.

12. **Monthly Progress Reports**. The Contractor shall provide monthly status reports with the monthly invoices. These reports are to include the following information:
    a. Areas recommended for attention encountered during the month.
    b. The Contractor is responsible for submitting chemical usage reports to the County Agricultural Department. Copies are to be sent to the Public Works Department as part of the Contractor's monthly report.

B. LANDSCAPE MAINTENANCE – SPECIFICATIONS

1. **Irrigation**. Irrigation must be done with the use of automatic or manual sprinkler systems where available and operable, unless outlined in the initial acceptance inspections for repairs. These areas will be addressed with Contractor. Failure of an existing system after notice of acceptance to provide full and adequate coverage shall not relieve the Contractor of the responsibility to provide proper coverage of all areas. **Providing any supplementary hoses, sprinklers, nozzles, etc. necessary to accomplish proper coverage shall be the Contractor's responsibility.** Exclusions will be identified in description of areas and will be addressed with Contractor during initial inspection. Original brand and size of heads and nozzles will be used in replacement of vandalized or faulty heads in turf and planter areas.

   Contractor is responsible for all repairs to the irrigation system starting at the City side of the water meter, except for the **testing of the back flow** device.

   a. **Maintenance**. The Contractor must always maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments or repairs necessary to maintain healthy turf, plant growth, prevent dry spots in turf, plants, and shrubs, and prevent excessive run-off into streets or other areas not intended to be irrigated. Care must be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

      The Contractor shall keep controllers and valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise, or lower the following sprinkler system components:

      - Sprinkler heads
      - Spray nozzles
      - Sprinkler risers
      - Quick coupler valve boxes
      - Hose bib boxes
      - Remote control valves
      - Remote control valve boxes and covers
      - Maintain and replace batteries in battery operated controllers on a continual basis
      - All irrigation wiring should be maintained to City standards including proper splices using DBR/Y-6 splice kits
      - Proper solenoid replacement should be completed with dry and tight connections
      - Minor graffiti removal from irrigation controllers

- Controllers to be keep free of all plant materials, spiders and webs, and any other material that could cause the controller to be non-accessible or damaging to the controller

If Contractor fails to keep sprinkler nozzles properly adjusted/aligned to prevent water waste, repair or replace malfunctioning, broken or missing sprinkler heads and/or sprinkler head risers and water waste results, the City of Exeter reserves the right to bill Contractor for excess amount of water in addition to assessing a liquidated damage assessment of $100 per incident because it is difficult to estimate the potential losses in water and the City's response time to complaints from residents.

b. **Inspection**. **The Contractor must inspect all irrigation systems on a weekly basis** for any malfunction. This includes, but is not limited to breaks in irrigation lines, irrigation valves, heads, leaks and washouts, saturated areas, or dry spots. Contractor must confirm irrigation scheduling is following the City's water conservation plan. The Contractor must notify the Public Works Department within twenty-four (24) hours of any malfunctions. Excessive water run off or overflow onto hard surface areas must be kept to an absolute minimum so as not to cause waste of water, pedestrian and/or vehicular liabilities.

Irrigation system leaks must be isolated within two (2) hours on the day reported to the Contractor. Repairs must be made within twenty-four (24) hours or sooner if City classifies the necessary repairs as requiring an Emergency Response as stated in this Agreement. Twenty-four (24) hour fixit notices will be sent to Contractor via email.

Approximately sixty (60) days prior to the conclusion of the contract, a comprehensive test of all irrigation systems shall be made by a Public Works Department representative. Any repairs deemed the Contractor's responsibility must be made by the Contractor prior to the end of the contract period.

If the repairs made are not to the City's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works.

c. **Repairs**. Irrigation systems which are aged, damaged by vandalism or in any way because of work performed under this contract must be repaired or replaced in kind and in an approved manner by the Contractor. Repairs must be made immediately after damage occurs, unless otherwise directed. Vandalism will be documented by the Contractor with the use of digital photos or video and supplied to the Public Works Department as proof of vandalism. The preferred method of transmission of photos would be digital photos transmitted via email. Failure to provide such documentation may be cause for no reimbursement of corrective expenses to Contractor.

The Contractor shall keep an itemized list of material(s) used to repair vandalism damage and submit to Public Works Department, along with the regular monthly invoice, for reimbursement of materials only.

- **Normal Repairs**: Contractor is responsible for all normal repairs (i.e., timers, control boxes, valves, control wires, sprinklers, nozzles, lateral water service lines etc.)
- **Major Repairs**: The City of Exeter is responsible for maintaining the backflow devices including annual maintenance/testing and repairs, in addition to meter and main water service lines.

Failure to complete repairs in the allotted time on a repeated basis will cause the Contractor to have the full costs of repairs deducted from monthly billing and may be grounds for termination of contract. Contractor will be responsible for any fines applicable under state law, public utility billing, or local ordinance, due to continuous running water.

d. **Turf Watering** (when applicable). All turf areas must be watered based on the City's water conservation plan. It is preferred to maintain a uniform, green, healthy growth pattern and promote deep root growth. Each time the schedule is changed due to seasons or any other reason, a revised schedule shall be provided to the Public Works Department.

e. **Water Schedule**. Turf and landscape watering shall be scheduled in accordance with prevailing water conservation requirements, unless otherwise directed by the City. **Contractor will be responsible for any fines associated with not following the City's Water Conservation Rules and Regulations**.

f. **Ground Cover**. Enough water shall be applied to ground cover areas to maintain a healthy growth pattern and promote deep rooting. Care shall be taken to not overwater or waterlog soil.

g. **Banks and Slopes**. Sloped landscape areas shall be irrigated in short cycles as required to prevent water runoff, and to maintain horticulturally acceptable growth and color. Irrigation practice is to promote deep root growth with a minimum of run-off.

h. **Shrub and Trees**. All shrubs and trees shall be watered as needed to maintain healthy growth and promote deep rooting. Care shall be taken not to over water.

Irrigation rates shall be adjusted according to shrubs or tree types and seasonal weather conditions. Deep watering for root growth is encouraged and surface run-off is to be kept at a minimum.

i. **Remote Control Receiver:** Upon contract commencement, the Contractor is required to have a radio-frequency ready remote-control receiver that is compatible with all major irrigation systems.

j. Continuous activation of valves by manual solenoid or bleeding valve stem can be damaging to the fragile irrigation mechanisms. The remote control allows the Contractor to inspect the irrigation system effectively by utilizing the technology currently in place.

2. **Weed Control**. To this specification, **a weed shall be any undesirable plant or plant growing out of place.** Maintenance shall include the removal and chemical abatement of weeds growing on all paved and unpaved surfaces of all maintenance areas of contract. All landscaping within the specified maintenance areas including lawns, planter areas, median islands, and tree wells shall be kept always weed free. **Complete removal of all weed growth is to be accomplished on a continuing basis weekly,** not just once each thirty (30) days. Weeds may be controlled by mechanical methods, or chemical methods at the discretion of the Contractor.

Weeds reaching height or width of four inches (4") shall be physically removed from landscaped areas.

Seedlings growing out of desired landscape plants shall be removed and chemically treated to terminate the growth of the undesirable seedling.

Use of Chemical Herbicides. The Contractor shall abide by all rules and regulations of the California State Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding the safe application of herbicides under this contract. Care shall be taken to ensure the safety of the public and the Contractor's employees during chemical weed control operations. The City of Exeter may restrict the use of chemical weed control in certain areas. **Pesticide Applicators License is required to apply herbicide. Contractor must supply a copy of this license to the City of Exeter.**

3. **Diseases and Pest Control**. The Contractor must regularly inspect all landscaped areas for the presence of disease, and insect, or rodent infestation. The Contractor shall notify the Public Works Department within three (3) days of finding such a condition.

a. **Use of Chemical Pesticides**. All rules of the California State Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding safe application of pesticides under this contract shall be observed. **Pesticide Applicators License-Category B and C, along with a valid Maintenance Gardener Pest Control Business License are required to apply pesticide.** Contractor shall take necessary precautions to avoid pesticide drift onto non-target organisms.

b. **Rodent Mounding**. Mound of soil in turf and planter areas caused by rodent activity shall be raked down bi-weekly to prevent soil build up in turf and around plants. All curbs, gutters, and other hardscapes adjacent to the maintenance areas will be free of any soil mounds or erosion caused by rodents.

c. **Rodent/Pest Control**. Contractor must inspect all turf and planter areas for rodent (gopher, squirrel, and other pest) activity, and initiate control measures on a weekly basis. Contractor must fill all rodent holes in areas that are used by walkers and pedestrians for safety (i.e. trails, turf, DG paths, etc.). Contractor shall take necessary precautions and safeguards to protect health of public and employees.

4. **Plants**. All shrubs and ground cover plants growing in the work area must be pruned as needed to maintain plants in a healthy growing condition, and to allow for full coverage of the irrigation system. Pruning is to be done in a manner that promotes the plant's natural growth characteristics. If hedging is needed to clear the sidewalk, the plant must be trimmed on all sides to balance growth. Hedging, shearing, or other severe pruning will not be allowed except with prior approval. **All debris from trimming of plant material will be removed from beds, hauled off, and disposed of immediately and appropriately. Fallen leaf material shall be removed off the plants on a weekly basis to allow for proper growth of the plants.**

   a. **Growth Control**. Plant growth shall be kept within reasonable bounds to prevent its encroachment into walkways, passageways, and streets. Clear view of traffic signs and intersections is to be always maintained. **All shrubs and plant growth in planter areas along walls are to be maintained to the height of the wall without blocking any subdivision or safety signage or overhead or landscape lighting.**

      All trees, large and small shrubs, and groundcovers in planters or Right of Way areas along streets and at intersections, must be maintained and trimmed for traffic sightline clearances. Mature trees must be raised above eighty-four (84) inches for site line visibility. Newly planted, young, or non-mature trees, multi-trunk trees, or large shrubs must also be raised or thinned to maintain site line visibility. Pruning is to be done in a manner that promotes the plant's natural growth characteristics. Small shrubs and groundcovers must be kept below thirty (30) inches at road level to allow for visual site of oncoming traffic.

   b. **Removal.** All dead, dying, or damaged plants (including trees) and any branches must be removed immediately. This debris, including plant growth removed by Contractor, shall be removed away from job sites, and appropriately disposed of. **Hauling and disposing of said debris must be included in bid price.** Green waste debris may be dumped at City Corporation Yard during business hours and at no cost to the Contractor.

   c. **Trees**.

      Using sharp and proper pruning tools along with the correct pruning techniques to promote and achieve the trees natural growth characteristics and to meet International Society of Arboriculture (I.S.A.) Standards, all cuts shall be made cleanly with no stubs or projections remaining. No weed whackers or hedging type tools shall be allowed to trim and maintain trees. The use of improper tools and techniques resulting in the negligent and irresponsible care of trees or plants, thus causing damage to trees or

plants and resulting in the need for the City to hire outside services to correct the damage will result in those costs associated with the corrections being deducted from the Contractors monthly invoice. Canopy clearance above sidewalks, bikeways, and other pathways of 84" is to be maintained for pedestrian safety. All regulatory street and traffic signs must always be clear from obstruction. Clippings must be picked up, hauled away, and disposed of by the Contractor immediately and appropriately.

Leaves in planter areas shall be removed on a continual basis. In addition, during seasonal drop leaves will need to be removed off walkways as needed for safety. **Fallen leaf material shall be removed off the plants on a weekly basis to allow for proper plant growth.**

Newly planted trees that do not have trunk caliber sufficient to support the tree's weight shall be staked, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species. Until young trees are strong enough to stand alone, they shall be flex-tied between two (2) approved two-inch (2") diameter eight foot (8') treated tree stakes. Tree stakes shall be of treated lodge pole pine. Metal stakes may be required in some areas. Tree ties made of extruded vinyl base, 1" wide, and a minimum of .01" thick shall be used to secure the young trees. Tree ties to be inspected often for signs of girdling or abrasion.

Trees damaged by maintenance equipment shall be replaced by Contractor with like size and species. Contractor is responsible for all costs related to replacement.

Maintenance shall include the removal of dead trees, limbs, and dead leaf material on a weekly basis. Dead trees will need to be replaced per the contract for plant replacement in section 6 of this scope of work and per the discretion and determination of the City.

Young or new trees along trails, paths, Landscape and Lighting Districts, and parkway strips shall be maintained, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species by the Contractor for the first three (3) years of the tree's life within the landscape. Stakes must be removed when tree has sufficient strength to support itself. These costs are to be factored into the planter costs. Contractor is responsible for the proper disposal of all pressure treated wooden tree stakes. All metal stakes in good condition must be taken to City of Exeter, Corporation Yard for storage.

The Contractor shall notify the City within twenty-four (24) hours of any tree that shows sign of root heaving, leaning, having hanger limbs, or in some manner constitutes a safety hazard.

d. **Shrubs.** All shrubs must be trimmed to prevent encroachment onto walkways, passageways, streets, curbing, and trails to allow for safe passage of users. Shrubs must be trimmed to allow a clear sightline of oncoming traffic at all Right of Ways and intersections. Shrubs must be cleared away from all regulatory street and traffic signs.

5. **Fertilization**. Fertilization will be performed on an as needed basis, or as requested by the City. A slow-release fertilizer will be applied when fertilizer is requested.

The City anticipates that primarily nitrogen will be deficient in soils; however, Contractor shall identify and correct other mineral deficiencies that affect plant growth. All turf fertilizer shall be watered in thoroughly within two (2) hours of application. Fertilizer shall be applied uniformly using an appropriate spreader. Analysis of fertilizer shall be approved by the City prior to application. When fertilization is necessary the Contractor shall notify the City at least ten (10) days before any fertilizer applications. **Receipts for the Contractor's purchase of the approved fertilizer will be required and must be submitted to the City with monthly invoice.**

6. **Replacement of Plant Material**

a. The Contractor must notify the City within three (3) days of discovery of loss of turf, shrub, ground cover, or tree material due to any cause.

b. The Contractor must supply all labor and materials to replace any tree, shrub, turf, or ground cover damaged during work by the Contractor or lost through the Contractor's faulty maintenance or negligence. Trees, shrubs, or turf that are damaged or lost through disease, insect infestation, or rodents, that could have been prevented with reasonable ordinary care by the Contractor shall be the responsibility of the Contractor. Contractor is not responsible for plant loss due to vandalism, theft, vehicle accident, fires, storm, or water restriction in response to drought conditions. Whether or not the loss was due to Contractor faulty maintenance or negligence shall be determined by the Director of Public Works. The size and species of replacement plant material shall also be determined by the City of Exeter but shall be reasonably equal to the plant material that is being replaced.

c. Any plant damaged or lost through fires, storms, or water restrictions in response to drought conditions, theft, vehicular damage, or vandalism that are not the responsibility of the Contractor (as determined by the City), shall be replaced in kind and size at the City's direction. **The Contractor will perform the work and the City will pay for the Contractor's labor at an hourly rate established in this contract.**

From time to time, it may be necessary or desirable to replace some plants to enhance the overall appearance of a site. Any such replacements will be at the City of Exeter's decision. The Contractor will perform the work and the City will pay for the Contractor's labor at contract rates and pay for replacement materials. All landscape repairs and

replanting requested by the City must be completed sixty (60) days prior to contract renewal or prior to termination of contract.

The Contractor shall supply itemized labor hours and material cost invoice(s) with monthly invoices to be reimbursed for plant replacement.

7. **Turf Maintenance** (When Applicable)

a. **Mowing**. The turf must be mowed and edged at regular intervals each week during its growing season to maintain a neat appearance and healthy growth. If weather conditions do not permit regular mowing, longer intervals may be observed by the City with notice from Contractor. Contractor will never mow turf when it is in a wet, saturated condition that would cause rutting, tearing, or sliding on the turf surface or when it could be unsafe for Contractor's employees to operate equipment. All lawn areas in this contract shall be mowed with power-propelled reel or rotary-type mowers. Mowers shall be adjusted and maintained to provide a smooth, uniform cut with no ridges or depressions. Turf will be cut with the size of equipment, which will give a neat appearance without rutting, sliding over, or scalping the turf. This will be strictly adhered to, including cases of steep turf slopes. Blades shall be always kept sharp to prevent turf damage. Mowing patterns will be changed weekly or as often as necessary to avoid rutting. Turf will be kept at a uniform height that is recommended for that turf grass. Grass clippings shall be removed promptly and disposed of at the Contractor's expense unless they will dry and drop beneath the growing level of the turf within twenty-four (24) hours.

Contractor's employees shall take care to avoid obstructions such as electrical boxes, signage, buildings, vehicles, etc. Contractor shall be responsible for repair of damage caused by its mowing or other activities. Any trees which have more than fifty percent (50%) of the trunk removed in a given three-inch (3") area of trunk by weed whips or mowers shall be considered destroyed and shall be replaced at the Contractor's expense with like species and size.

All mowers shall be cleaned prior to each mowing to avoid possible weed invasion.

b. **Mowing Height**. All turf, except Bermuda, must be maintained at three and one-half inches (3 ½ ") maximum and two and three fourths' inches (2-3/4") minimum. Fescue height should not exceed 3 ½" and common Bermuda must not exceed 2 "in height.

Mowing shall be performed so that no more than one third (1/3) of the grass blade is removed per frequency in returning the grass to acceptable height for the species being mowed.

All turf areas shall be mowed once a week on a preset day and route. Any changes to this schedule shall be approved in advance by the City.

During periods of heavy growth, more than one mowing per week may be required to maintain an acceptable appearance.

All turf areas shall be maintained at a level that will insure a healthy, green color and uniform growth.

c. **Broad Leaf and Noxious Weeds**. These weeds shall be controlled on a continuous basis by chemical or manual method. Chemicals used for control shall be registered for use on Fescue and Bermuda turfs. A Broadleaf and Crabgrass pre-emergent herbicide shall be applied between mid-January and March and again between September and Mid-November of every year.

d. **Edging**. All turf adjacent to improved surfaces shall be edged a minimum of once every mowing. Unimproved surfaces between turf and planter areas and/or property lines shall be edged a minimum of once per month to maintain turf delineation.

e. **Clean-up**. All surfaces shall be free of grass clippings and debris including turf, gutters, and street upon completion of mowing and edging operation. It is the responsibility of the Contractor to remove these items immediately and dispose of them appropriately.

f. **Turf grass seeding**. Turf grass seeding will be done on an as-needed basis when requested by the City. This is considered additional work and will be paid separately from this contract. Contractor shall provide the City of Exeter a quote for work prior to work being started.

When seed is used, areas shall be top-dressed with humus.

g. **Aerification**. Aerification will be done on an as-needed basis when requested by the City. This is considered additional work and will be paid separately from this contract. Contractor shall provide The City of Exeter a quote for work prior to work being started.

8. **Ground Cover Maintenance & Wall Covering of Ficus Pumila, and All Other Vines**

a. All areas planted in ground covers shall be adequately irrigated to maintain vigorous growth.

b. Groundcover beds shall be periodically edged to keep them in their intended space. Groundcovers shall not be allowed to encroach into sidewalks, lawns, shrub beds, or other areas deemed as undesirable by the City.

c. Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site.

d. Groundcovers in median and other Right of Way areas must be trimmed below thirty (30) inches at road/asphalt level for sight clearances for traffic safety.

e. Wall covering of Ficus Pumila and other vines, will be trimmed back close to the wall and removed from trees and shrubs, and removed from planter areas as needed. **Wall coverings shall not be allowed to grow over the top of the wall.**

C. HARDSCAPE MAINTENANCE

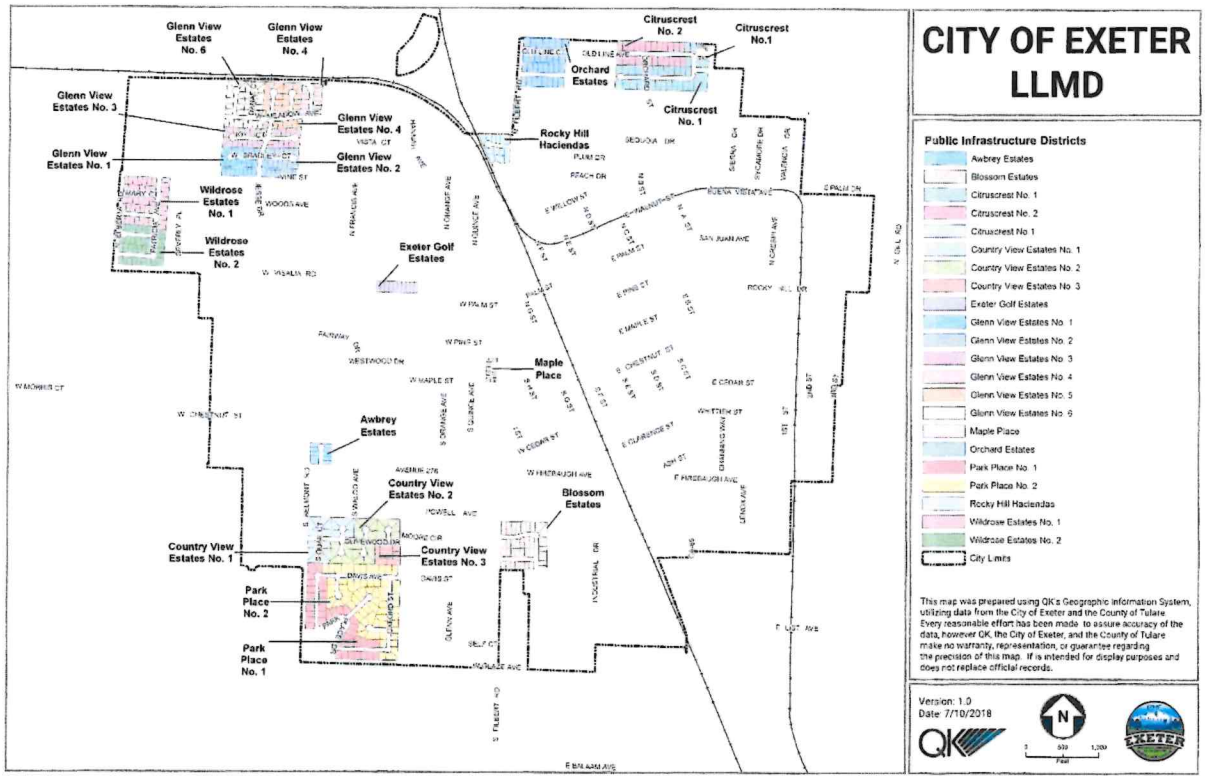
1. **HARDSCAPE AREAS.** All curbs, gutters, pathways, sidewalks, and other hardscape areas (i.e. center median island points, roundabouts, etc.) adjacent to and part of the City's landscape and lighting districts must be kept free of weeds, debris, leaves, grass clippings, etc. at all times to provide a safe and clean passage for users and to prevent slips and falls.

   All areas covered by the contract must be kept free of debris and potential safety hazards generated by but not limited to, leaves, grass clippings, pruning, weeding, trimming, and other operations of the Contractor, as well as glass, bottles, cans, trash, paper, and other yard waste. Trash, debris and green waste from City of Exeter landscaping and lighting districts may be disposed of at the City Corporation Yard located at 350 W. Firebaugh, during business hours.

   NOTE * The City's municipal code 9.20.030 states "Between the hours of ten p.m. of one day and six a.m. of the following day, it is unlawful for any person within a residential zone, or within a radius of five hundred feet therefrom, to create, cause to be created or maintain sources of noise which shall cause annoyance or discomfort to a reasonable person of normal sensitiveness in the neighborhood. Such sources shall include, but not be limited to, the following: Power-assisted leaf blowers, lawn mowers, edger's, or other power equipment used for the maintenance of property. Debris must be picked up and not blown into streets or adjacent properties." When using a blower or other power equipment, said municipal code must be adhered to.

Landscape Maintenance District Locations:

NOTE: Not all highlighted areas require maintenance and are not included in this request for bid. BIDDER must visit each Landscape and Lighting District and make themselves aware as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal. Questions regarding the areas included in the scope of work should be directed to **pw@exetercityhall.com.**



Section 3: Exclusions

The following activities are excluded from this contract:

1. Pruning of trees above the 8' canopy height
2. Cleaning of gutters except for cleaning up after maintenance is performed
3. Any watering which cannot be accomplished by the irrigation system
4. Major corrective pruning above and beyond specifications for shrubs
5. Landscape improvements beyond the scope of this proposal shall be on a separate contract basis
6. No lighting maintenance is included in this contract

Section 4: Response Requirements

Bids will be received until **1:00 P.M., on Wednesday, November 15, 2023**. All costs associated with the bid proposal preparation will be borne by the Bidder.

Hand delivery of proposal option:
Daymon Qualls, Director of Public Works
City of Exeter - City Hall
137 N. F St
Exeter, CA 93221

Email delivery of proposal option:
Public Works Department
pw@exetercityhall.com

USPS mail option:
City of Exeter
PO Box 237
Exeter, CA 93221
Attn.: Public Works Department

Direct questions for clarification of this bid document to the Public Works Department via email pw@exetercityhall.com. Questions must be received by Wednesday, November 8, 2023.

Bidders shall submit the following information in their response:

1. **Cover Letter:** Provide a Cover Letter signed by an official authorized to bind the firm and shall contain a statement indicating that the bid proposal is valid for at least six (6) months.
2. **Bid Sheet:** Provide a completed bid sheet to include pricing per month for landscaping services at each City landscape and lighting district, as well as a total annual contract amount.

Section 5: Questionnaire

Proposer Information

All questions must be answered, and the data given must be clear and comprehensive. Bidders may submit additional information if appropriate.

1. Provide your company information and background.
2. Provide at least three (3) references for sites you currently maintain.
3. Describe any contracts your company currently has.
4. Describe your proposed landscape maintenance schedule and work plan.
5. Provide cost for any after hour/weekend emergency call outs.

Section 6: Insurance Requirements

i. Commercial General Liability

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

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

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

d. Coverage shall contain a waiver of subrogation in favor of the City.

ii. Business Automobile Liability

a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars ($2,000,000) per accident.

iii. Environmental Impairment/Pollution Liability, to include non-aerial spraying of pesticides and herbicides, Groundwater contamination, etc. with limits no less than $1,000,000 per occurrence, to include Sudden and Accidental Environmental cleanup.

iv. Workers' Compensation and Employers' Liability

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Contractor 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.

Contractor shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;
b. Indicate whether coverage provided is on a claims made or occurrence basis; and
c. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City's Purchasing Division, Attention:

City Administration Office
100 N. C Street
EXETER, CA 93221.

Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claim made policy is used, coverage shall be maintained during the contract term and for a period extending 5 years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates 4 years beyond the contract term, when Contractor has a claim made form(s). If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this agreement and/or obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

This insuring provision, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions, contained therein, may be within public policy and enforceable.

Note : the selected firm(s) shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should Contractor cease to have insurance as required during any time, all work by Contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF EXETER'S LANDSCAPING AND LIGHTING DISTRICTS

(City of Exeter Bid No. 23-008)

This Agreement, entered into and effective this 1st day of January, 2024 ["Effective Date"], by and between the City of Exeter, hereinafter referred to as the "CITY", and (Insert Contractor's Name)_ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is an **Incorporated** (insert individual or entity type) with a primary business address of _____ and SSN or EIN: **XXXXXXXX**; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Exeter reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for Landscape Maintenance Services for the City's Landscape and Lighting Districts; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to provide said services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. "Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	**DESCRIPTION OF ATTACHMENT**
Attachment 1	City of Exeter RFB 23-008 – Landscape Maintenance Services – Landscape and Lighting Districts
Attachment 2	CONTRACTOR's bid in response to RFB 23-008

CONTRACTOR will invoice the City monthly on or before the 5th of each month.

CONTRACTOR shall provide all work/services described in "Scope of Services" in RFB 23-008.

3. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	**COMPLETION DATE**
Pay Contractor on a monthly basis	Within 30 days from date of invoice for completed work

4. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	$XX,XXX.XX
Source of Funds:	Local Revenues

Payment Schedule:	Within 30 days from date of invoice for completed work

5. INSURANCE:

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described in Attachment 1.

6. Indemnification:

Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

It is the intent of the parties that Contractor will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

The Contractor shall continuously protect City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the contract, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of EXETER in any emergency, the Contractor shall unconditionally comply therewith.

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

7. AFFIRMATION:

Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

8. INTEGRATION/MODIFICATION:

The Request for Bids, the Notice and Instructions to Contractors, Bid Proposal, Non Collusion Affidavit, Bidder's Bond, Bond for Faithful Performance, Bond for Material men and Laborers, Contract Agreement, Special Provisions, Project Manual, and the Plans mentioned therein together with all appendices, all of which are hereto attached, are hereby incorporated in and made part of this Agreement.

9. ARBITRATION:

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. ATTORNEY FEES:

In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its reasonable attorneys' fees and court costs incurred in the action or proceeding brought thereon.

11. FIREARMS PROHIBITED:

Guns may not be carried by Contractor while working on City of Exeter premises without the expressed written approval of the CITY, or an exemption in the contract. If the Contractor is caught carrying a firearm without CITY permission, the contract will be terminated.

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

CONTRACTOR

Dated:_____ By:_____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF EXETER

Dated:_____ By:_____
City Administrator

Dated:_____ By:_____
City Attorney

Dated:_____ By:_____
City Risk Manager

Dated:_____ By:_____
Director of Public Works

Section 8: City of Exeter Landscape and Lighting District - Landscape Maintenance Bid Sheet

Company Bidding: _____ **Contact:** _____

Landscape Maintenance District	Amount Per Month	Initials of individual who visited site prior to bidding
Awbrey Estates	$	
Blossom Estates	$	
Citrus Crest #1	$	
Citrus Crest #2	$	
Country View Estates #1	$	
Country View Estates #2	$	
Country View Estates #3	$	
Exeter Golf Estates	$	
Glenn View Estates #1	$	
Glenn View Estates #2	$	
Glenn View Estates #3	$	
Glenn View Estates #4	$	
Glenn View Estates #5	$	
Glenn View Estates #6	$	
Maple Place	$	
Orchard Estates	$	
Park Place #1	$	
Park Place #2	$	
Rocky Hill Hacienda	$	
Wild Rose Estates #1	$	
Wild Rose Estates #2	$	

Total Annual Amount $ _____

By signing below, the Contractor acknowledges that he or she has visited each Landscape and Lighting District and is aware as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal.

The City reserves the right to reduce or suspend services for specific districts. In such cases, Contractor's invoice shall be adjusted accordingly.

_____ _____

Signature Date

Attachment 2

Professional Landscape Maintenance Consultant Services Proposal

Landscape Maintenance Services-
Landscape and Lighting Districts



Prepared for:

City of Exeter
137 North "F" St.
Exeter, CA 93221

Prepared by

Perfect Care Landscape & Maintenance
Paul and Joey Cardoza, Partners

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CERTIFICATE OF INSURANCE

LICENSE/CERTIFICATE DOCUMENTATION

PERFECT CARE LANDSCAPE & MAINTENANCE
482 Ranch Acres Dr.
Tulare, Ca 93274
Phone/Fax (559) 686-5919 / Cell (559) 679-6815 ***E-mail:*** perfectcare@aol.com

Nov. 14, 2023

Daymon Qualls, Director of Public Works
City of Exeter
137 N. F St.
Exeter, CA 93221

Dear Mr. Qualls;

Thank you for the opportunity to submit a proposal to provide quality landscape maintenance services for The City of Exeter. Attached you will find information about our company, a company that provides a wide range of services, including but not limited to: commercial landscape maintenance, disking, aerating, weed abatement, chemical applications, water auditing, etc. We work throughout the Central San Joaquin Valley from Bakersfield to Fresno, and including the City of Exeter.

We serve as the identified contact and legal representative, authorized to make decisions regarding the terms and conditions of any contract.

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Contact information includes the following:

Consultant(s):	Paul & Joey Cardoza, Partners
Company Name:	Perfect Care Landscape & Maintenance
Address:	482 Ranch Acres Tulare, CA 93274
Phone/Fax:	(559) 686-5919
Cell/Text:	Joey (559) 679-6815 / Paul (559) 804-9615
E-mail:	perfectcare@aol.com
Website:	www.perfectcarelandscape.com (information/photos of various projects)

Joey Cardoza, partner, will serve as the contact person during the proposal evaluation phase and can be contacted via any method listed above.

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We trust that this information will be helpful in determining our qualifications. At Perfect Care, we are committed to offering you the best service possible, at the most reasonable price available, and we believe you would be very satisfied with our services. This proposal shall remain valid for 120 calendar days from submittal. To the best of our knowledge, all information submitted within this document is true and correct. Thank you again for the opportunity to serve the citizens of the City of Exeter.

Sincerely,

Paul Cardoza, Partner
Perfect Care Landscape & Maintenance
(559) 804-9615

Joey Cardoza, Partner
Perfect Care Landscape & Maintenance
(559) 679-6815

Questionnaire

1. Company Information/background

Perfect Care is a professional organization, with an excellent reputation, and fully covered by Worker's Compensation and Liability Insurance. The company has operated in the landscape maintenance field for over 37 years, serving in the Central Valley for the last 34 of those years. Perfect Care is a local company that supports the local communities. The company purchases goods and services from vendors within the communities of Tulare County. Vehicles are purchased from local dealerships. Fuel is purchased daily from Tulare County gas stations, and all of our employees live in the surrounding area. Whenever possible, income earned through Perfect Care is pumped back in the local economy. We believe in community and the work that we do and the money that we spend all serve to beautify and improve our Tulare County. This is how we always have and will continue to do business.

Below you will find a brief profile that will be helpful in determining the viability of our company:

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PERFECT CARE LANDSCAPE & MAINTENANCE
COMPANY PROFILE

Perfect Care Landscape & Maintenance
Primary Location (2 Offices/Shop/Yard):
482 Ranch Acres Rd
Tulare, CA 93274
Secondary Location (Equipment Yard)
13870 Ave. 228
Tulare, CA 93274

Phone Number(Office): (559) 686-5919
Fax Number: ((818)302-2304
24-Hour Emergency Number: (559) 679-6915

Services Provided:

- Pest and weed control application
- Irrigation Repair
- Aerating
- Trash/Debris Removal
- Commercial landscape maintenance/landscaping
- Water auditing
- Disking

Company Founded: 1986
Type of Business: Partnership
Exeter Business License #: 5445
Member: Tulare Chamber of Commerce
Number of Employees: 30-35

Partners Paul Cardoza/Joey Cardoza
Contractor License # 943930
Certified Water Auditor Certificate #85834
Qualified Pesticide Applicator's License # 119146

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Perfect Care Landscape Maintenance provides pesticide application services and maintains a pest control business license with the state of California. Employees within the company are trained pesticide applicators, maintaining the most current knowledge in utilizing weed control techniques.

INSURANCE INFORMATION:

General Liability:	$2,000,000	Auto Liability:	$1,000,000
Employer's Liability / Workers Comp:	$1,000,000		

Perfect Care Landscape Maintenance is in strong financial condition and has maintained a history of financial stability. Our company has qualified for and secured performance bonds for the last 20+ years. Typically, each bond is guaranteed for $100,000-$250,000. The company qualifies for unlimited lines of credit with companies such as; Southern Tire Depot (formerly TF Tires), California Turf, Ewing Irrigation, Diesel Doctor, Toro / Turf Star Equipment and Supplies, etc. Additionally, a $50,000 line of credit has been offered through Wells Fargo and Mechanics Bank. This strong financial condition will allow Perfect Care to complete the project efficiently.

COMPANY ASSETS/EQUIPMENT

(1) 48" Stand Up X Mark mower	
(1) 16' Toro 5900 mower	(1) 96" X Mark mower
(7) 72" Riding mowers	(1) Xmark 48" stand-up aerator
(1) Toro Commercial Aerator	(12) Trailors-16'-24'
(6) 60" Riding mowers	(3) 21" Walk-behind mowers
(10) Commercial grade trucks	(1) 16' Dump Trailer
(1) John Deer Tractor	(1) Commercial spray truck w/2 (150 gal.) tanks with 15' boom
(3) 48" Riding bagging mowers	(2) Brush Hog
(1) Toro ProCore Processor	(2) Utility Bed Irrigation Trucks
(1) 160 gal. Spray Star riding sprayer (16' width)	(1) Skidsteer (Bobcat)

Additional equipment: Hedge trimmers (25+), commercial backpack blowers (25+), line trimmers (25+), backpack sprayers(9), chain/pole saws (6), other misc. small equipment

2. Business References

The following clients that we currently maintain within the Tulare County area serve as business references and are available for contact:

Business Reference	Address	Yrs. of Service	Contact Info.	Phone
City of Tulare Routes B-C-D-E-F	475 N. "M" St., Tulare	12 yrs.	Ivan Nicar, Parks Mgr.	(559) 381-0971
City of Visalia Parks, Roadsides and Medians, Quadrants P, H, C	336 N. Ben Maddox, Visalia	20+ yrs.	Alvin Diaz, Mgr. Parks & Recreation	(559) 904-0658
City of Delano Landscape District/Police Station	725 S. Lexington Delano, CA	8 yrs.	Jose Rojas	(661) 720-2281
Evans Property Mgmt. The Grove, Eastbrook, etc.	303 N. West St., Visalia	15+ yrs.	Darlene Christie	(559) 732-0313
Equity Group: Courtyard at Del Lago, etc.	4401 W. Goshen Ave.	10 yrs.	Steve Duerre, Owner	(559) 901-7123
Tulare County Office of Education	6200 S. Mooney Visalia	9 yrs.	Roger Beaver	(559) 553-2285

3. Current Contract Description

Perfect Care Landscape Maintenance runs more than 10 complete crews and has provided landscape maintenance services for several communities throughout the valley. The company has extensive experience working with several government agencies, including the Cities of Delano, Tulare, Visalia, Porterville, as well as several school districts (TCOE, TCSD, Saucelito, Sundale, etc.) and over 27 projects with the Tulare County Housing Authority. Our company currently provides service for the City of Visalia's Parks (over 200 acres of parks), Lighting and Landscaping Districts /Quadrants (30+ acres), 118 acres of Roadsides and Medians, etc. As well, the company has provided landscape maintenance, aerating, weed control application and related services for the City of Tulare for the past 12 years. Perfect Care has extensive experience in working with government agencies, and key personnel understand the importance of developing good working relationships with those agencies. Supervisory personnel from the cities of Tulare, Delano, Visalia and others (see list of business references) can attest to the professional quality services our company has provided.

Below is a list of complexes or sites that are of similar service level (not an exhaustive list-samples only).

- Evans Property Management: Cobblestone, Villa Monte Vista, etc. (9 properties)
- City of Visalia-Parks (200 acres)
- Tulare County Office of Education (9 sites)
- City of Tulare-Routes "B", "C", "D" , "E", "F" (108 acres + parking lots)
- City of Visalia-Roadsides and Medians (118 acres)
- Tulare County Housing Authority (28 sites)
- Equity Group Property Management (9 properties)
- Ruiz Foods (2 sites)

The crew-supervisors have a depth of knowledge regarding landscape maintenance and have over 100 years of combined years of experience in the field.

4. Approach to Work Plan

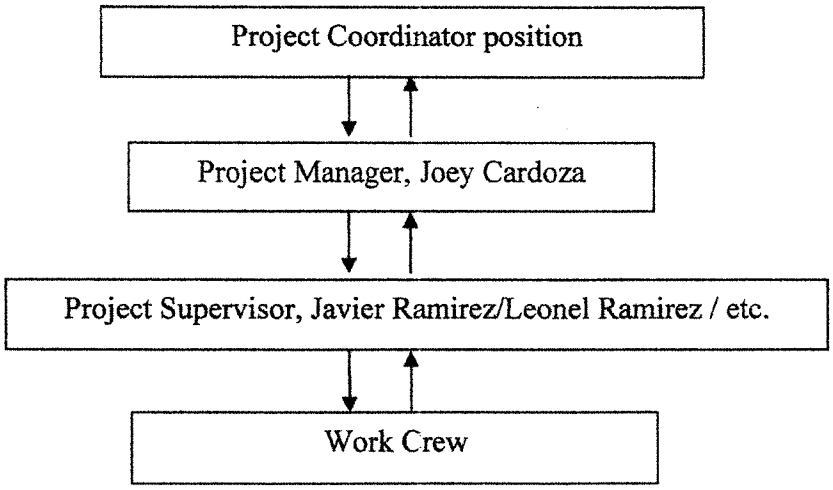
Perfect Care approaches the development of the work plan based on the needs of the Project. Upon signing of the contract, the Project Manager will meet with designated City of Exeter personnel to develop a work plan that meets the needs of the project. Each task or combination of tasks (such as mowing and edging) has a different cycle for completion. While some things must be done weekly, other tasks have to be done every other week, or throughout the year. The development of the work plan is then completed based on the requirements of the contract and the individual needs of each route.
The key to any successful business is in its strong central management and trained and experienced supervisors and employees with a clear line of authority and system of checks and balances. The project(s) will be managed and maintained by thoroughly trained staff.

Key Staff include:

Project personnel	Yrs. experience	Yrs. with the company	Credentials/Training
Paul Cardoza	37 yrs.	37 yrs.	Project Manager-general landscape maintenance, pesticide applicator's certificate, irrigation repair, pruning, aeration specialist
Joey Cardoza	22 yrs.	22 yrs.	Project Manager (assigned to the City of Exeter projects)-general landscape maintenance, contractor's license, pesticide applicator's license, water auditing license, irrigation repair, aeration specialist

Lionel Ramirez	25 yrs.	21 yrs.	Project supervisor - irrigation specialist, pruning, general landscape maintenance
Javier Ramirez	17 yrs.	17 yrs.	Project supervisor - general landscape maintenance, pesticide applicator training, irrigation repair, pruning
David Andrada	24 yrs.	10 yrs.	Project supervisor - irrigation repair, pruning, general landscape maintenance
Juan Gonzalez	25 yrs.	15 yrs.	Irrigation specialist-irrigation repair, general landscape maintenance

Additional crew members have experience in the field, have previously worked with landscaping companies and have experience with general landscaping and landscape maintenance. All employees in the field have at least 1 year of experience in the landscape maintenance field. Key personnel that will be performing the work have been identified above and will perform duties depending on the needs of the site and their individual areas of expertise. All work will be overseen by Joey and Paul Cardoza, Project Managers. Depending on which contracts are secured, crews will be assigned to the routes identified. The Project Manager will provide the project owner with specific information on which route the project supervisor is assigned. All information regarding communication and work plan schedules will be provided as well. The project(s) would be managed in the most efficient method available. Listed below is an outline of the project organizational chart:



The Project Manager, Joey Cardoza, serves as the main contact and maintains constant communication with project personnel. As can be seen above, there is a direct line of communication between the project manager and project supervisor(s). For example, the primary Project Supervisor, Leonel Ramirez, reports

to and communicates with the Project Manager, Joey Cardoza. Additional work crews can be assigned as needed, depending on the needs of the project. The Project Manager and Project Supervisor will be assigned to the project for the duration of the contract. These individuals have a long employment history and changes are not anticipated. Any changes in key staff will be made will start with communication with city personnel and the agreement of all parties.

Tasks within the work plan will be completed according to the specifications established in the Request for Proposal. A Project Supervisor will be placed on the job site with the assigned crew. Each crew member will be assigned various tasks within the project. For example, one member on the mower, one man on the line trimmer, one working in the planter areas, etc. The assignments and order of activities depends on what tasks are needed for the project on that day. As discussed above, some tasks are not completed on a weekly basis. An estimated timeline will be established based on the needs of the individual projects/routes. Project implementation will be commenced upon signing of the contract and will be based on the needs of the project.

Perfect Care employees are trained in safety procedures, including appropriate protective wear, use of equipment, appropriate customer service strategies. All employees are easily identified by their neon colored Perfect Care uniforms and demonstrate the utmost respect during any interactions with the public. This is a Perfect Care standard and expectation upon employment.

Quality Control: Perfect Care Landscape Maintenance's method of quality control is probably the biggest difference between Perfect Care and the rest of the competition. **At Perfect Care Landscape Maintenance you will be assigned both a Project Manager and Project Supervisor.** This style of project management has evolved through the years to balance the need to service you, our client. This supervision team is above and beyond the normal supervision of a project.

The Project Manager's primary work concern is to service you. He monitors jobs regularly to verify that the crews are on schedule and that the work that is being preformed is of good quality. The Project Manager is also the person who reports to you on the condition of the job site and makes suggestions to improve the appearance of the project on a steady basis. The budget and schedule control will be the responsibility of the Project Manager, who will work closely with project personnel. Additionally, the

project manager will be in constant communication (daily) with the City of Exeter personnel regarding any on the job site issues that arise. This allows for issues to be resolved immediately. Project manager then communicates with and directs the **Project Supervisor** to complete any task at hand.

The **Project Supervisor** is the one that manages the regular maintenance crews, supervises the on-going work completed by work crews, and handles service requests and scheduling the work so that the specifications are adhered to. Perfect Care Landscape Maintenance offers a variety of methods of **communication** that are designed to address any needs related to any projects. Work requests can be submitted through the Project Supervisor on site, via telephone/text communication, faxes or by e-mail. Perfect Care maintains the appropriate technology to manage any data or communication needs. All methods of submission will be acknowledged within a 1-hour period, although responses are usually made very quickly after initial contact. With the use of smart phone technology, requests are often acknowledged instantaneously and acted upon as quickly. At that time a plan for addressing work requests or any related needs will be provided by the Project Manager. Because Perfect Care is a local company, crews are within Exeter city limits or nearby and can respond to requests without any additional travel time.

Any special issues or problems will be dealt with as they arise. Depending on the nature of the issue, Perfect Care employees develop a plan to address the problem, and communicate this to City staff, depending on need. A broken line would be automatically fixed, whereas a problem with usage of the property landscaping would be discussed with City personnel.

5. Cost and Price Proposal

The following pages contain information regarding the proposed cost for the identified areas outlined in this RFB. Additionally, as requested, the proposal includes a cost for any after hour/weekend emergency call outs:

Additional work (Beyond the described scope of work)	Key Personnel,	Job Function	Hourly Rate
Irrigation Repair	Irrigation tech.	Repair broken irrigation pipe	$60.00
Clean up additional site, crew of 3 (1 foreman /2 crew members)	Project supervisor, crew members	Knock down weeds, rake, pick up trash, etc.	$60.00
Weekend / After hours emergency call out	Project supervisor, foreman, crew member, irrigation tech, etc....	Shut off stuck valve, pick up fallen tree limb, etc.	$60.00

Please note that all Perfect Care Landscape Maintenance employees assigned to City projects are paid at or above prevailing wage rates as described according to the appropriate prevailing wage determination. Perfect Care is currently working several prevailing wage projects, a registered contractor and is familiar with the requirements and procedures, as described by the DIR. Certified payroll records are submitted in a timely manner.

Section 8: City of Exeter Landscape and Lighting District - Landscape Maintenance Bid Sheet

Company Bidding: Perfect Care Landscape & Maintenance **Contact:** Paul Cardoza (559) 686-5919

Landscape Maintenance District	Amount Per Month	Initials of individual who visited site prior to bidding
Awbrey Estates	$205.00	JC
Blossom Estates	$ 365.00	JC
Citrus Crest #1	$ 273.00	JC
Citrus Crest #2	$205.00	JC
Country View Estates #1	$410.00	JC
Country View Estates #2	$ 410.00	JC
Country View Estates #3	$ 410.00	JC
Exeter Golf Estates	$545.00	JC
Glenn View Estates #1	$ 365.00	JC
Glenn View Estates #2	$ 365.00	JC
Glenn View Estates #3	$ 365.00	JC
Glenn View Estates #4	$365.00	JC
Glenn View Estates #5	$ 365.00	JC
Glenn View Estates #6	$ 365.00	JC
Maple Place	$ 410.00	JC
Orchard Estates	$ 547.00	JC
Park Place #1	$ 547.00	JC
Park Place #2	$929.00	JC
Rocky Hill Hacienda	$ 155.00	JC
Wild Rose Estates #1	$155.00	JC
Wild Rose Estates #2	$ 821.00	JC

Total Annual Amount $102,924.00

By signing below, the Contractor acknowledges that he or she has visited each Landscape and Lighting District and is aware as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal.

The City reserves the right to reduce or suspend services for specific districts. In such cases, Contractor's invoice shall be adjusted accordingly.

Jay Cayce
Signature

11/14/2023
Date

Appendices

- **Addendum #1**
- **Addendum #2**
- **Bond**
- **Certificate of Insurance**
- **Licenses / Certificates**

EXHIBIT "A"

CONTRACT BOND FORMS

BIDDER'S BOND TO ACCOMPANY PROPOSAL

Known all men by these presents,

That we, Perfect Care Landscape & Maintenance, as principal and The Ohio Casualty Insurance Company, As surety, are held and firmly bound into the City of Exeter in the sum of Ten (10) Percent of Amount Bid dollars, ($ Ten (10) Percent of Amount Bid), to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden Perfect Care Landscape & Maintenance for Landscape Maintenance Services - Landscape and Lighting Districts dated November 15, 2023 is accepted by the City of Exeter and if the above bounded Perfect Care Landscape & Maintenance, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within fifteen days (not including Sunday) from the date of the mailing of a notice to the above bounden Perfect Care Landscape & Maintenance by and from the said City of Exeter that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 2nd day of November, 20 23.

The Ohio Casualty Insurance Company

Pamela Ann Binns

Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California
County of Kern)

On November 2, 2023 before me, Christine M. Stahl, Notary Public
(insert name and title of the officer)

personally appeared Pamela Ann Binns, Attorney in Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINE M. STAHL
COMM. #2348526
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Feb. 24, 2025

Signature _____ (Seal)

Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208553-983784**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jason Findley; Mark Heyne; Michael Moore; Mike Hay; Pamela Ann Binns; Ronald Burcham

all of the city of Bakersfield state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of August, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of November, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Evaluation of New Contractor Costs

Districts	Current Monthly Contract Cost	New Monthly Contract Cost	Monthly Contract Cost Increase/Decrease	Annual Contract Cost Increase/Decrease	Current Annual Surplus/Deficit	Annual Surplus/Deficit With New Contract	Currrent Annual Assessment	Total Annual Cost With Current Contract	Total Annual Costs With New Contract	23-24 Annual Projected Ending Balance With Current Contract	Number of Years to Fund Deficit	Districts In Annual Deficit With Over 5 Years to Fund Deficit	Annual Deficits For Funds Over 5 Year to Fund Deficit	
Citrus Crest #1	$ 170.00	$ 273.00	103.00	1236.00	398.90	-837.10	3,669.28	$ 3,270.00	$ 4,506.00	-4,295.51	-	-	-	In Fund Defict Immediately
Country View #3	$ 230.00	$ 410.00	180.00	2160.00	-2775.60	-4,935.60	964.40	$ 3,740.00	$ 5,900.00	-13,811.57	-	-	-	In Fund Defict Immediately
Glenn View Estates #2	$ 210.00	$ 365.00	155.00	1860.00	-6537.74	-8,397.74	3,601.26	$ 10,139.00	$ 11,999.00	-21,298.69	-	-	-	In Fund Defict Immediately
Orchard Estates	$ 415.00	$ 547.00	132.00	1584.00	-3256.40	-4,840.40	4,173.60	$ 7,430.00	$ 9,014.00	-17,720.04	-	-	-	In Fund Defict Immediately
Park Place 1	$ 515.00	$ 547.00	32.00	384.00	-1862.54	-2,246.54	6,167.46	$ 8,030.00	$ 8,414.00	-19,658.39	-	-	-	In Fund Defict Immediately
Park Place 2	$ 515.00	$ 929.00	414.00	4968.00	997.72	-3,970.28	9,927.72	$ 8,930.00	$ 13,898.00	-18,561.85	-	-	-	In Fund Defict Immediately
Rocky Hill Haciendas	$ 230.00	$ 155.00	-75.00	-900.00	-1922.72	-1,022.72	2,867.28	$ 4,790.00	$ 3,890.00	-14,615.31	-	-	-	In Fund Defict Immediately
Wildrose #1	$ 480.00	$ 155.00	-325.00	-3900.00	-5716.80	-1,816.80	2,345.20	$ 8,062.00	$ 4,162.00	-23,332.50	-	-	-	In Fund Defict Immediately
Glenn View Estates #1	$ 210.00	$ 365.00	155.00	1860.00	1512.16	-347.84	5,456.16	$ 3,944.00	$ 5,804.00	32,782.61	94.25	$ 94.25	(347.84)	In Fund Deficit - Long Term
Glenn View Estates #3	$ 210.00	$ 365.00	155.00	1860.00	583.88	-1,276.12	4,522.88	$ 3,939.00	$ 5,799.00	8,013.59	6.28	$ 6.28	(1,276.12)	In Fund Deficit - Long Term
Citrus Crest #2	$ 170.00	$ 205.00	35.00	420.00	545.20	125.20	3,804.20	$ 3,259.00	$ 3,679.00	31,382.78	-	-	-	Not in Annual or Fund Deficit
Glenn View Estates #4	$ 210.00	$ 365.00	155.00	1860.00	-895.92	-2,755.92	2,554.08	$ 3,450.00	$ 5,310.00	2,211.06	0.80	-	-	In Fund Deficit - Short Term
Glenn View Estates #5	$ 210.00	$ 365.00	155.00	1860.00	1568.40	-291.60	5,018.40	$ 3,450.00	$ 5,310.00	12,208.47	41.87	$ 41.87	(291.60)	In Fund Deficit - Long Term
Glenn View Estates #6	$ 210.00	$ 365.00	155.00	1860.00	1624.08	-235.92	5,074.08	$ 3,450.00	$ 5,310.00	13,785.65	58.43	$ 58.43	(235.92)	In Fund Deficit - Long Term
Maple Place	$ 275.00	$ 410.00	135.00	1620.00	-1200.46	-2,820.46	2,729.54	$ 3,930.00	$ 5,550.00	14,179.89	5.03	$ 5.03	(2,820.46)	In Fund Deficit - Long Term
Blossom Estates	$ 160.00	$ 365.00	205.00	2460.00	1162.28	-1,297.72	4,012.28	$ 2,850.00	$ 5,310.00	6,352.78	4.90	-	-	In Fund Deficit - Short Term
Exeter Golf Estates	$ 550.00	$ 545.00	-5.00	-60.00	-3777.60	-3,717.60	4,252.40	$ 8,030.00	$ 7,970.00	7,038.91	1.89	-	-	In Fund Deficit - Short Term
Country View #1, #2, Awbrey Estates	$ 590.00	$ 1,025.00	435.00	5220.00	-1435.40	-6,655.40	7,321.60	$ 8,757.00	$ 13,977.00	5,084.89	0.76	-	-	In Fund Deficit - Short Term
Wildrose #2	$ 480.00	$ 821.00	341.00	4092.00	-3041.60	-7,133.60	6,752.40	$ 9,794.00	$ 13,886.00	3,682.92	0.52	-	-	In Fund Deficit - Short Term
	$ 6,040.00	$ 8,577.00	2537.00	30444.00	-24030.16	-54,474.16	85,214.22	$ 109,244.00	$ 139,688.00	3,429.69			(4,971.94)	

Short Term (Less Than 5 year) Fund Deficit = -49,502.22

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: 14

Wording for Agenda: Consideration of awarding and authorizing the City Administrator to execute an agreement with the lowest responsible bidder, Clean Cut Landscape Management Inc. of Clovis, CA in a base annual amount of $86,580 to provide landscape maintenance services for the City's parks and public buildings beginning January 1, 2024, for a term of one (1) year, with four (4) optional 1-year extensions.

Submitting Department: Public Works
Contact Name: Daymon Qualls, Public Works Director
Phone Number: (559) 592-3318
Email: dqualls@exetercityhall.com

For action by:
_X_ City Council

Regular Session:
___Consent Calendar
_X_Regular Item
___ Public Hearing

Review:

City Administrator (Initials Required)

Department Recommendation:
Staff recommends that Council consider awarding and authorizing the City Administrator to execute an agreement with the lowest responsible bidder, Clean Cut Landscape Management Inc. of Clovis, CA in a base annual amount of $86,580 to provide landscape maintenance services for the City's parks and public buildings beginning January 1, 2024, for a term of one (1) year, with four (4) optional 1-year extensions.

Summary/Background:
At the direction of Council, staff advertised a Request for Bids (RFB 23-009) on October 13, 2023 for landscape maintenance services for the City's parks and public buildings and received five (5) bids on November 15, 2023. Clean Cut Landscape Management Inc. of Clovis, CA submitted the lowest bid in the amount of $86,580.

Following is a summary of the bids that were received:

Clean Cut Landscape Management	$86,580
Perfect Care Landscape and Maintenance	$146,756.90
JCS Land Management	$207,840
Valley Green Landscape and Maintenance	$212,880
Westcapes Inc.	$222,720

Clean Cut Landscape Management's bid proposal has been reviewed by staff and all required information submitted has been determined to be complete and responsive.

Fiscal Impact: Landscape maintenance services for the City's parks and public buildings are paid from the General Fund. The new contract for services comes with an annual increase of $8,100 (10.3%) over the cost of the previous contract.

Prior Council/Board Actions: On June 28, 2022, Council awarded and authorized the City Administrator to execute an agreement with the lowest responsible bidder, Valley Green Landscape and Maintenance of Visalia, CA in a base annual amount of $78,480 to provide landscape maintenance services for the City's parks and public buildings beginning July 1, 2022, for a term of one (1) year, with four (4) optional 1-year extensions. a contract in an annual

Attachments: Contract

Environmental Clearance: Not applicable for this project.

Recommended motion to be made by Council/Board: I move to award and authorize the City Administrator to execute an agreement with the lowest responsible bidder, Clean Cut Landscape Management Inc. of Clovis, CA in a base annual amount of $86,580 to provide landscape maintenance services for the City's parks and public buildings beginning January 1, 2024, for a term of one (1) year, with four (4) optional 1-year extensions.

CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF EXETER'S PARKS AND PUBLIC BUILDINGS (City of Exeter Bid No. 23-009)

This Agreement, entered into and effective this 1st day of January, 2024 ["Effective Date"], by and between the City of Exeter, hereinafter referred to as the "CITY", and Clean Cut Landscape Management Inc., hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is an Incorporated California C Corporation – California State Certified Small Business #2028823, with a primary business address of 8406 N. Armstrong Ave., Clovis, CA 93619; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Exeter reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for Landscape Maintenance Services for the City's Parks and Public Buildings; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to provide said services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. "Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	**DESCRIPTION OF ATTACHMENT**
Attachment 1	City of Exeter RFB 23-009 – Landscape Maintenance Services – Parks and Public Buildings
Attachment 2	CONTRACTOR's bid in response to RFB 23-009

CONTRACTOR will invoice the City monthly on or before the 5th of each month.

CONTRACTOR shall provide all work/services described in "Scope of Services" in RFB 23-009.

3. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	**COMPLETION DATE**
Pay Contractor on a monthly basis	Within 30 days from date of invoice for completed work

4. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	$86,580.00
Source of Funds:	Local Revenues

Payment Schedule:	Within 30 days from date of invoice for completed work

5. INSURANCE:

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described in Attachment 1.

6. Indemnification:

Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

It is the intent of the parties that Contractor will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

The Contractor shall continuously protect City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the contract, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of EXETER in any emergency, the Contractor shall unconditionally comply therewith.

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

7. AFFIRMATION:

Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

8. INTEGRATION/MODIFICATION:

The Request for Bids, the Notice and Instructions to Contractors, Bid Proposal, Non Collusion Affidavit, Bidder's Bond, Bond for Faithful Performance, Bond for Material men and Laborers, Contract Agreement, Special Provisions, Project Manual, and the Plans mentioned therein together with all appendices, all of which are hereto attached, are hereby incorporated in and made part of this Agreement.

9. ARBITRATION:

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. ATTORNEY FEES:

In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its reasonable attorneys' fees and court costs incurred in the action or proceeding brought thereon.

11. FIREARMS PROHIBITED:

Guns may not be carried by Contractor while working on City of Exeter premises without the expressed written approval of the CITY, or an exemption in the contract. If the Contractor is caught carrying a firearm without CITY permission, the contract will be terminated.

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

CONTRACTOR

Dated:_____ By:_____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF EXETER

Dated:_____ By:_____
City Administrator

Dated:_____ By:_____
City Attorney

Dated:_____ By:_____
City Risk Manager

Dated:_____ By:_____
Director of Public Works

Attachment 1

CITY OF EXETER
PUBLIC WORKS DEPARTMENT

Landscape Maintenance Services – Parks and Public Buildings

IN

CITY OF EXETER
TULARE COUNTY

PROJECT NO. 23-009

Dated: October 13, 2023

CITY OF EXETER
STATE OF CALIFORNIA
NOTICE TO CONTRACTORS

Project Name: Landscape Maintenance Services – Parks and Public Buildings
Project No.: 23-009
RFB No.: 23-009

Sealed bids will be received at City Hall, 137 North F Street or P.O. Box 237, Exeter, California 93221, **until 1:00 p.m. on Wednesday, November 15, 2023,** and promptly thereafter all bids that have been duly received will be publicly opened and read aloud for furnishing to said City all labor, materials, supplies, equipment, transportation, incidentals, and services necessary to perform work. It is the bidder's responsibility that the sealed bid is received by the City of Exeter by the date and time stated above.

Instructions to bidders, specifications and bid forms may be inspected and obtained by visiting https://www.bidnetdirect.com/california/cityofexeter. To prevent misinterpretations, the City would prefer that all questions be sent by email to pw@exetercityhall.com. **Questions must be received no later than Wednesday, November 8, 2023.**

A mandatory pre-bid meeting and site walk will be held on Tuesday, October 31, 2023, at 1:00 p.m. at 137 North F Street, Exeter, California.

This project requires the Contractor to have a California (C-27) Landscaping Contractor Classification License.

All contractors and/or subcontractors shall be required to obtain a City of Exeter Business Tax Certificate. No payment will be made to any contractor until such license is obtained.

The contractors must be registered with the State of California Department of Industrial Relations in compliance with SB854 which states: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Awarded contractor will be required to furnish electronic payroll records for project to the Labor Commissioner.

Per the California Labor Code (CLC), the following statements are hereby incorporated into this Contract:

As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Exeter. Proof of registration for each contractor and subcontractor listed on the bid is required.

As set forth in CLC section 1771.4(a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As set forth in CLC section 1773, the City of Exeter shall obtain the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. In accordance with labor code section 1773.2, this information is to be included in the bid specifications and in the contract itself.

This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from the State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, available at the California Department of Industrial Relations' Internet web site: http://www.dir.ca.gov/dlsr/PWD/index.htm.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wage: and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These rates shall be a part of the Contract and are on file at the City of Exeter – Public Works offices and will be made available to any interested person on request. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

City reserves the right to temporarily retain five percent (5%) from each payment to Contractor pursuant to California Public Contract Code § 7201 until the City determines that all work and other requirements of this Contract are complete. Pursuant to Section 22300 of the California Public Contract Code (Section 10263 of the Public Contract Code for State Agencies), the Contractor may substitute securities for any money held by the City to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or federally-chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The City shall not certify that the contract has been completed until at least 35 days after filing by the City of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

CITY OF EXETER
Daymon Qualls,
Director of Public Works

Section 1: Introduction

Purpose

The City of Exeter ("City") is requesting bids (RFB) from experienced, well qualified landscape contractors to perform weekly maintenance of the City's twelve (12) parks and two (2) public buildings.

Background

The City of Exeter is located in Tulare County and covers approximately 2.46 square miles. The City of Exeter is situated in the middle of California's agricultural heartland, the great San Joaquin Valley, one of the world's most fertile valleys. The area has scenic beauty, a thriving business community and a population of more than 11,169 who take great pride in the town's heritage, quality housing, good schools, and a low crime rate.

Objectives

The City has twelve (12) parks and two (2) public buildings to be included in this bid.

This RFB is to solicit bids from qualified landscaping contractors to perform weekly maintenance of the City's twelve (12) parks and two (2) public buildings. Below are the key points for consideration:

- The selected contractor shall have a proven track record of services required.
- The selected contractor shall have sufficient liability insurance.
- The selected contractor shall have a California C-27 Landscaping Contractor Classification License.
- The selected contractor shall have a Qualified Applicator Certificate in category B (QAC-B).
- The selected contractor shall maintain a City business license at all times during the service of the contract.
- The initial contract period shall be for twelve (12) months, renewable annually thereafter for four (4) consecutive one-year periods, at the City's option, and upon mutually agreeable terms
- The contract period shall be from January 1st through December 31st annually.
- The contract may be terminated at any time for failure to perform satisfactorily or may be terminated after a 30-day notice to terminate.
- All prices shall be fixed for a twelve-month period. Prices bid by Contractor may be adjusted annually at time of contract renewal or upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials, or changes in scope of work.
- By submitting a bid for this project, the Contractor acknowledges that he has visited each of the City's twelve (12) parks and two (2) public buildings and made himself aware as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal.
- The Contractor shall be liable for all damage done to any structure arising through his operations. The Contractor shall repair all damage done through his acts or negligence.

Prevailing Wages

The selected contractor must be registered with the State of California Department of Industrial Relations in compliance with SB854 which states: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified

to perform public work pursuant to Section 1725.5. To the extent required by law, selected contractor will be required to furnish electronic payroll records for project to the Labor Commissioner.

Per the California Labor Code (CLC), the following statements are hereby incorporated into this Contract:

As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City. Proof of registration for each contractor and subcontractor listed on the bid is required.

As set forth in CLC section 1771.4(a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from the State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site: http://www.dir.ca.gov/dlsr/PWD/index.htm.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wage: and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These rates are available from the California Department of Industrial Relations' Internet web site: http://www.dir.ca.gov/dlsr/PWD/index.htm.

Compliance with Discrimination Laws

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, or other protected class.

Section 2: Scope of Work

Bid will be awarded to the most responsive, responsible Bidder whose Proposal meets the requirements and criteria set forth in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City.

Maintenance of areas must include if applicable, but not be limited to, pruning, shaping and training of trees, shrubs and ground covers; fertilization; weed control; litter control; control of all plant diseases and pests; mowing; maintenance of irrigation system; and all other duties required to keep the area(s) in safe, attractive, usable condition and maintain plant and turf condition with horticulturally acceptable growth and color and as otherwise described herein. **Landscape Maintenance for the City of Exeter must be "priority work" for the**

successful Contractor. Contractor must have sufficient equipment and employees to complete the work in accordance with the specifications and requirements of this Invitation to Bid.

After award of the contract, the Contractor will inspect and review current landscape and irrigation conditions of the project areas. The Contractor must provide a statement summarizing the status of the current landscape conditions and irrigation system along with a cost estimate to make the necessary corrections and present them to the Public Works Department for review. The City of Exeter will schedule a meeting with the Contractor to review the current landscape and irrigation conditions of the project work areas and agree to a resolution and approval of the project areas. The City will provide a statement summarizing the resolution of the current landscape conditions and irrigation system and must be executed by the Contractor in phases as stated below. The Contractor will accept the conditions of the project area based off the agreed upon resolutions.

The City may conduct periodic inspections of the landscaping work by the Contractor and issue observed "Out of Compliance" reports to the Contractor. The Contractor will be required to review and remedy the observed "Out of Compliance" issues of those observed areas of the inspection reports by the City within seven (7) days. This does not relinquish the Contractor of any responsibility to inspect and ensure that all areas maintained by the Contractor are compliant as outlined in the contract.

Sixty (60) Days prior to annual contract renewal or termination of contract, all landscape repairs and replanting requested by the City must be complete. Any work left in an unacceptable condition will be cause for delay of final payment to Contractor until such time as the City has repairs and replanting completed. Final payment will be reduced by the cost of these repairs and replanting performed by the City.

A. GENERAL CONDITIONS

1. **Standards.** Contractor must perform services in a manner commensurate with the highest quality professional standards of the landscape maintenance profession, using qualified and experienced personnel and high-quality equipment and materials.

   The specifications and standards must be always met by Contractor regardless of Contractor's employees' absence or established staffing pattern and levels.

2. **Working Day**. The Contractor's activities must be confined to the hours between 6:00a.m. PST and 6:00p.m. PST, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior written consent of the City, except in emergencies involving immediate hazard to persons or property. No normal and routine maintenance operations that cause excessive noise shall be performed before 6:00 a.m. All or some locations may require blowing of parking lots and other hardscape areas prior to normal business hours of 8 a.m. PST to avoid materials and debris being scattered on vehicles or adjacent property. Contractor shall comply with the City of Exeter's Municipal Code Noise Ordinance *Special restrictions 9.20.030*

3. **Company Identification.** All employees must wear uniforms or other identifying clothing, to make clear to all observers that they are employed by the Contractor. All vehicles (trucks, etc.) used while fulfilling this contract shall have appropriate company identification, visible to all observers, to identify vehicles as being owned by the Contractor.

4. **Professional Conduct.** Contractor and Contractor's employees must always conduct themselves professionally in public and when dealing with City staff and/or Exeter citizens. This will include but not be limited to refraining from using profane or vulgar language in public areas while performing work under this agreement. Contractor and Contractor's employees will also always afford residents and citizens the utmost courtesy and respect.

   Property Owner Concerns. As soon as the Contractor is aware of a resident concern either directly or indirectly, the contractor shall immediately inform the Public Works Department of the concern (including the resident's name and phone number if possible). The Public Works Department will provide direction to the Contractor with regards to the appropriate response.

5. **Mowing** (when applicable). All turf areas covered by this contract shall be mowed on a weekly basis.

6. **Watering**. Irrigation systems must be maintained, repaired, and adjusted to prevent wetting of adjacent streets and water waste during the irrigation cycle. Contractor shall follow the City's and State's water conservation regulations.

   Chemicals. The City reserves the right to reject any chemicals Contractor and/or their subcontractors propose to use, prior to or during actual use. **Safety Data Sheets (S.D.S.) shall be provided to City prior to award of contract and in case of changes after award of contract at least thirty (30) days prior to usage by Contractor of any chemicals while performing this contract.** Materials shall be non-staining, non-corrosive, and shall not leave a flammable residue.

7. **Fertilizer**. Fertilization will be on an as needed basis. Quotes shall be provided to the Public Works Department when additional services are needed.

8. **Clean-up.** All areas covered by the contract must be kept free of debris and potential safety hazards generated by but not limited to, leaves, grass clippings, pruning, weeding, trimming, and other operations of the Contractor, as well as bottles, cans, trash and paper and other yard waste. All trash and debris are to be immediately removed and disposed of. Trash, debris and green waste from City of Exeter landscaping may be disposed of at the City Corporation Yard located at 350 W. Firebaugh, during business hours.

9. **Emergency Response**. Contractor must be able to respond immediately to emergencies. Emergencies are generally construed as those events that in the opinion of City staff constitute an **immediate danger or hazard to property or persons,** or that significantly violate water conservation requirements. If the emergency condition is identified and the Contractor is notified (either through discovery or by contact from City personnel) during normal work hours, the Contractor must respond to the emergency within **two hours** unless otherwise specified. If discovery or notification occurs after normal working hours, the Contractor must respond by 10 a.m. on the following working day.

   Contractor must provide some acceptable method by which contact can be made in case of emergency, i.e., paging system, cell phone, etc. and shall also provide a method by which non-emergency messages can be received during the workday, i.e., phone messages, texts, email, etc.

10. **Monthly Progress Reports**. The Contractor shall provide monthly status reports with the monthly invoices. These reports are to include the following information:
    a. Areas recommended for attention encountered during the month.
    b. The Contractor is responsible for submitting chemical usage reports to the County Agricultural Department. Copies are to be sent to the Public Works Department as part of the Contractor's monthly report.

B. LANDSCAPE MAINTENANCE – SPECIFICATIONS

1. **Irrigation**. Irrigation must be done with the use of automatic or manual sprinkler systems where available and operable, unless outlined in the initial acceptance inspections for repairs. These areas will be addressed with Contractor. Failure of an existing system after notice of acceptance to provide full and adequate coverage shall not relieve the Contractor of the responsibility to provide proper coverage of all areas. **Providing any supplementary hoses, sprinklers, nozzles, etc. necessary to accomplish proper coverage shall be the Contractor's responsibility.** Exclusions will be identified in description of areas and will be addressed with Contractor during initial inspection. Original brand and size of heads and nozzles will be used in replacement of vandalized or faulty heads in turf and planter areas.

   Contractor is responsible for all repairs to the irrigation system starting at the City side of the water meter, except for the **testing of the back flow** device.

   a. **Maintenance**. The Contractor must always maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments or repairs necessary to maintain healthy turf, plant growth, prevent dry spots in turf, plants, and shrubs, and prevent excessive run-off into streets or other areas not intended to be irrigated. Care must be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

      The Contractor shall keep controllers and valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise, or lower the following sprinkler system components:

      - Sprinkler heads
      - Spray nozzles
      - Sprinkler risers
      - Quick coupler valve boxes
      - Hose bib boxes
      - Remote control valves
      - Remote control valve boxes and covers
      - Maintain and replace batteries in battery operated controllers on a continual basis
      - All irrigation wiring should be maintained to City standards including proper splices using DBR/Y-6 splice kits
      - Proper solenoid replacement should be completed with dry and tight connections
      - Minor graffiti removal from irrigation controllers

- Controllers to be keep free of all plant materials, spiders and webs, and any other material that could cause the controller to be non-accessible or damaging to the controller

If Contractor fails to keep sprinkler nozzles properly adjusted/aligned to prevent water waste, repair or replace malfunctioning, broken or missing sprinkler heads and/or sprinkler head risers and water waste results, the City of Exeter reserves the right to bill Contractor for excess amount of water in addition to assessing a liquidated damage assessment of $100 per incident because it is difficult to estimate the potential losses in water and the City's response time to complaints from residents.

b. **Inspection**. **The Contractor must inspect all irrigation systems on a weekly basis** for any malfunction. This includes, but is not limited to breaks in irrigation lines, irrigation valves, heads, leaks and washouts, saturated areas, or dry spots. Contractor must confirm irrigation scheduling is following the City's water conservation plan. The Contractor must notify the Public Works Department within twenty-four (24) hours of any malfunctions. Excessive water run off or overflow onto hard surface areas must be kept to an absolute minimum so as not to cause waste of water, pedestrian and/or vehicular liabilities.

Irrigation system leaks must be isolated within two (2) hours on the day reported to the Contractor. Repairs must be made within twenty-four (24) hours or sooner if City classifies the necessary repairs as requiring an Emergency Response as stated in this Agreement. Twenty-four (24) hour fixit notices will be sent to Contractor via email.

Approximately sixty (60) days prior to the conclusion of the contract, a comprehensive test of all irrigation systems shall be made by a Public Works Department representative. Any repairs deemed the Contractor's responsibility must be made by the Contractor prior to the end of the contract period.

If the repairs made are not to the City's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works.

c. **Repairs**. Irrigation systems which are aged, damaged by vandalism or in any way because of work performed under this contract must be repaired or replaced in kind and in an approved manner by the Contractor. Repairs must be made immediately after damage occurs, unless otherwise directed. Vandalism will be documented by the Contractor with the use of digital photos or video and supplied to the Public Works Department as proof of vandalism. The preferred method of transmission of photos would be digital photos transmitted via email. Failure to provide such documentation may be cause for no reimbursement of corrective expenses to Contractor.

The Contractor shall keep an itemized list of material(s) used to repair vandalism damage and submit to Public Works Department, along with the regular monthly invoice, for reimbursement of materials only.

- **Normal Repairs**: Contractor is responsible for all normal repairs (i.e., timers, control boxes, valves, control wires, sprinklers, nozzles, lateral water service lines etc.)
- **Major Repairs**: The City of Exeter is responsible for maintaining the backflow devices including annual maintenance/testing and repairs, in addition to meter and main water service lines.

Failure to complete repairs in the allotted time on a repeated basis will cause the Contractor to have the full costs of repairs deducted from monthly billing and may be grounds for termination of contract. Contractor will be responsible for any fines applicable under state law, public utility billing, or local ordinance, due to continuous running water.

d. **Turf Watering** (when applicable). All turf areas must be watered based on the City's water conservation plan. It is preferred to maintain a uniform, green, healthy growth pattern and promote deep root growth. Each time the schedule is changed due to seasons or any other reason, a revised schedule shall be provided to the Public Works Department.

e. **Water Schedule**. Turf and landscape watering shall be scheduled in accordance with prevailing water conservation requirements, unless otherwise directed by the City. **Contractor will be responsible for any fines associated with not following the City's Water Conservation Rules and Regulations**.

f. **Ground Cover**. Enough water shall be applied to ground cover areas to maintain a healthy growth pattern and promote deep rooting. Care shall be taken to not overwater or waterlog soil.

g. **Banks and Slopes**. Sloped landscape areas shall be irrigated in short cycles as required to prevent water runoff, and to maintain horticulturally acceptable growth and color. Irrigation practice is to promote deep root growth with a minimum of run-off.

h. **Shrub and Trees**. All shrubs and trees shall be watered as needed to maintain healthy growth and promote deep rooting. Care shall be taken not to over water.

Irrigation rates shall be adjusted according to shrubs or tree types and seasonal weather conditions. Deep watering for root growth is encouraged and surface run-off is to be kept at a minimum.

i. **Remote Control Receiver:** Upon contract commencement, the Contractor is required to have a radio-frequency ready remote-control receiver that is compatible with all major irrigation systems.

j. Continuous activation of valves by manual solenoid or bleeding valve stem can be damaging to the fragile irrigation mechanisms. The remote control allows the Contractor to inspect the irrigation system effectively by utilizing the technology currently in place.

2. **Weed Control**. To this specification, **a weed shall be any undesirable plant or plant growing out of place.** Maintenance shall include the removal and chemical abatement of weeds growing on all paved and unpaved surfaces of all maintenance areas of contract. All landscaping within the specified maintenance areas including lawns, planter areas, median islands, and tree wells shall be kept always weed free. **Complete removal of all weed growth is to be accomplished on a continuing basis weekly,** not just once each thirty (30) days. Weeds may be controlled by mechanical methods, or chemical methods at the discretion of the Contractor.

Weeds reaching height or width of four inches (4") shall be physically removed from landscaped areas.

Seedlings growing out of desired landscape plants shall be removed and chemically treated to terminate the growth of the undesirable seedling.

Use of Chemical Herbicides. The Contractor shall abide by all rules and regulations of the California State Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding the safe application of herbicides under this contract. Care shall be taken to ensure the safety of the public and the Contractor's employees during chemical weed control operations. The City of Exeter may restrict the use of chemical weed control in certain areas. **Pesticide Applicators License is required to apply herbicide. Contractor must supply a copy of this license to the City of Exeter.**

3. **Diseases and Pest Control**. The Contractor must regularly inspect all landscaped areas for the presence of disease, and insect, or rodent infestation. The Contractor shall notify the Public Works Department within three (3) days of finding such a condition.

a. **Use of Chemical Pesticides**. All rules of the California State Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding safe application of pesticides under this contract shall be observed. **Pesticide Applicators License-Category B and C, along with a valid Maintenance Gardener Pest Control Business License are required to apply pesticide.** Contractor shall take necessary precautions to avoid pesticide drift onto non-target organisms.

b. **Rodent Mounding**. Mound of soil in turf and planter areas caused by rodent activity shall be raked down bi-weekly to prevent soil build up in turf and around plants. All curbs, gutters, and other hardscapes adjacent to the maintenance areas will be free of any soil mounds or erosion caused by rodents.

c. **Rodent/Pest Control**. Contractor must inspect all turf and planter areas for rodent (gopher, squirrel, and other pest) activity, and initiate control measures on a weekly basis. Contractor must fill all rodent holes in areas that are used by walkers and pedestrians for safety (i.e. trails, turf, DG paths, etc.). Contractor shall take necessary precautions and safeguards to protect health of public and employees.

4. **Plants**. All shrubs and ground cover plants growing in the work area must be pruned as needed to maintain plants in a healthy growing condition, and to allow for full coverage of the irrigation system. Pruning is to be done in a manner that promotes the plant's natural growth characteristics. If hedging is needed to clear the sidewalk, the plant must be trimmed on all sides to balance growth. Hedging, shearing, or other severe pruning will not be allowed except with prior approval. **All debris from trimming of plant material will be removed from beds, hauled off, and disposed of immediately and appropriately. Fallen leaf material shall be removed off the plants on a weekly basis to allow for proper growth of the plants.**

   a. **Growth Control**. Plant growth shall be kept within reasonable bounds to prevent its encroachment into walkways, passageways, and streets. Clear view of traffic signs and intersections is to be always maintained. **All shrubs and plant growth in planter areas along walls are to be maintained to the height of the wall without blocking any subdivision or safety signage or overhead or landscape lighting.**

      All trees, large and small shrubs, and groundcovers in planters or Right of Way areas along streets and at intersections, must be maintained and trimmed for traffic sightline clearances. Mature trees must be raised above eighty-four (84) inches for site line visibility. Newly planted, young, or non-mature trees, multi-trunk trees, or large shrubs must also be raised or thinned to maintain site line visibility. Pruning is to be done in a manner that promotes the plant's natural growth characteristics. Small shrubs and groundcovers must be kept below thirty (30) inches at road level to allow for visual site of oncoming traffic.

   b. **Removal.** All dead, dying, or damaged plants (including trees) and any branches must be removed immediately. This debris, including plant growth removed by Contractor, shall be removed away from job sites, and appropriately disposed of. **Hauling and disposing of said debris must be included in bid price.** Green waste debris may be dumped at City Corporation Yard during business hours and at no cost to the Contractor.

   c. **Trees**.

      Using sharp and proper pruning tools along with the correct pruning techniques to promote and achieve the trees natural growth characteristics and to meet International Society of Arboriculture (I.S.A.) Standards, all cuts shall be made cleanly with no stubs or projections remaining. No weed whackers or hedging type tools shall be allowed to trim and maintain trees. The use of improper tools and techniques resulting in the negligent and irresponsible care of trees or plants, thus causing damage to trees or

plants and resulting in the need for the City to hire outside services to correct the damage will result in those costs associated with the corrections being deducted from the Contractors monthly invoice. Canopy clearance above sidewalks, bikeways, and other pathways of 84" is to be maintained for pedestrian safety. All regulatory street and traffic signs must always be clear from obstruction. Clippings must be picked up, hauled away, and disposed of by the Contractor immediately and appropriately.

Leaves in planter areas shall be removed on a continual basis. In addition, during seasonal drop leaves will need to be removed off walkways as needed for safety. **Fallen leaf material shall be removed off the plants on a weekly basis to allow for proper plant growth.**

Newly planted trees that do not have trunk caliber sufficient to support the tree's weight shall be staked, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species. Until young trees are strong enough to stand alone, they shall be flex-tied between two (2) approved two-inch (2") diameter eight foot (8') treated tree stakes. Tree stakes shall be of treated lodge pole pine. Metal stakes may be required in some areas. Tree ties made of extruded vinyl base, 1" wide, and a minimum of .01" thick shall be used to secure the young trees. Tree ties to be inspected often for signs of girdling or abrasion.

Trees damaged by maintenance equipment shall be replaced by Contractor with like size and species. Contractor is responsible for all costs related to replacement.

Maintenance shall include the removal of dead trees, limbs, and dead leaf material on a weekly basis. Dead trees will need to be replaced per the contract for plant replacement in section 6 of this scope of work and per the discretion and determination of the City.

Young or new trees shall be maintained, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species by the Contractor for the first three (3) years of the tree's life within the landscape. Stakes must be removed when tree has sufficient strength to support itself. These costs are to be factored into the planter costs. Contractor is responsible for the proper disposal of all pressure treated wooden tree stakes. All metal stakes in good condition must be taken to City of Exeter, Corporation Yard for storage.

The Contractor shall notify the City within twenty-four (24) hours of any tree that shows sign of root heaving, leaning, having hanger limbs, or in some manner constitutes a safety hazard.

d. **Shrubs.** All shrubs must be trimmed to prevent encroachment onto walkways, passageways, streets, curbing, and trails to allow for safe passage of users. Shrubs must

be trimmed to allow a clear sightline of oncoming traffic at all Right of Ways and intersections. Shrubs must be cleared away from all regulatory street and traffic signs.

5. **Fertilization**. Fertilization will be performed on an as needed basis, or as requested by the City. A slow-release fertilizer will be applied when fertilizer is requested.

   The City anticipates that primarily nitrogen will be deficient in soils; however, Contractor shall identify and correct other mineral deficiencies that affect plant growth. All turf fertilizer shall be watered in thoroughly within two (2) hours of application. Fertilizer shall be applied uniformly using an appropriate spreader. Analysis of fertilizer shall be approved by the City prior to application. When fertilization is necessary the Contractor shall notify the City at least ten (10) days before any fertilizer applications. **Receipts for the Contractor's purchase of the approved fertilizer will be required and must be submitted to the City with monthly invoice.**

6. **Replacement of Plant Material**

   a. The Contractor must notify the City within three (3) days of discovery of loss of turf, shrub, ground cover, or tree material due to any cause.

   b. The Contractor must supply all labor and materials to replace any tree, shrub, turf, or ground cover damaged during work by the Contractor or lost through the Contractor's faulty maintenance or negligence. Trees, shrubs, or turf that are damaged or lost through disease, insect infestation, or rodents, that could have been prevented with reasonable ordinary care by the Contractor shall be the responsibility of the Contractor. Contractor is not responsible for plant loss due to vandalism, theft, vehicle accident, fires, storm, or water restriction in response to drought conditions. Whether or not the loss was due to Contractor faulty maintenance or negligence shall be determined by the Director of Public Works. The size and species of replacement plant material shall also be determined by the City of Exeter but shall be reasonably equal to the plant material that is being replaced.

   c. Any plant damaged or lost through fires, storms, or water restrictions in response to drought conditions, theft, vehicular damage, or vandalism that are not the responsibility of the Contractor (as determined by the City), shall be replaced in kind and size at the City's direction. **The Contractor will perform the work and the City will pay for the Contractor's labor at an hourly rate established in this contract.**

      From time to time, it may be necessary or desirable to replace some plants to enhance the overall appearance of a site. Any such replacements will be at the City of Exeter's decision. The Contractor will perform the work and the City will pay for the Contractor's labor at contract rates and pay for replacement materials. All landscape repairs and

replanting requested by the City must be completed sixty (60) days prior to contract renewal or prior to termination of contract.

The Contractor shall supply itemized labor hours and material cost invoice(s) with monthly invoices to be reimbursed for plant replacement.

7. **Turf Maintenance** (When Applicable)

a. **Mowing**. The turf must be mowed and edged at regular intervals each week during its growing season to maintain a neat appearance and healthy growth. If weather conditions do not permit regular mowing, longer intervals may be observed by the City with notice from Contractor. Contractor will never mow turf when it is in a wet, saturated condition that would cause rutting, tearing, or sliding on the turf surface or when it could be unsafe for Contractor's employees to operate equipment. All lawn areas in this contract shall be mowed with power-propelled reel or rotary-type mowers. Mowers shall be adjusted and maintained to provide a smooth, uniform cut with no ridges or depressions. Turf will be cut with the size of equipment, which will give a neat appearance without rutting, sliding over, or scalping the turf. This will be strictly adhered to, including cases of steep turf slopes. Blades shall be always kept sharp to prevent turf damage. Mowing patterns will be changed weekly or as often as necessary to avoid rutting. Turf will be kept at a uniform height that is recommended for that turf grass. Grass clippings shall be removed promptly and disposed of at the Contractor's expense unless they will dry and drop beneath the growing level of the turf within twenty-four (24) hours.

Contractor's employees shall take care to avoid obstructions such as electrical boxes, signage, buildings, vehicles, etc. Contractor shall be responsible for repair of damage caused by its mowing or other activities. Any trees which have more than fifty percent (50%) of the trunk removed in a given three-inch (3") area of trunk by weed whips or mowers shall be considered destroyed and shall be replaced at the Contractor's expense with like species and size.

All mowers shall be cleaned prior to each mowing to avoid possible weed invasion.

b. **Mowing Height**. All turf, except Bermuda, must be maintained at three and one-half inches (3 ½ ") maximum and two and three fourths' inches (2-3/4") minimum. Fescue height should not exceed 3 ½" and common Bermuda must not exceed 2 "in height.

Mowing shall be performed so that no more than one third (1/3) of the grass blade is removed per frequency in returning the grass to acceptable height for the species being mowed.

All turf areas shall be mowed once a week on a preset day and route. Any changes to this schedule shall be approved in advance by the City.

During periods of heavy growth, more than one mowing per week may be required to maintain an acceptable appearance.

All turf areas shall be maintained at a level that will insure a healthy, green color and uniform growth.

c. **Broad Leaf and Noxious Weeds**. These weeds shall be controlled on a continuous basis by chemical or manual method. Chemicals used for control shall be registered for use on Fescue and Bermuda turfs. A Broadleaf and Crabgrass pre-emergent herbicide shall be applied between mid-January and March and again between September and Mid-November of every year.

d. **Edging**. All turf adjacent to improved surfaces shall be edged a minimum of once every mowing. Unimproved surfaces between turf and planter areas and/or property lines shall be edged a minimum of once per month to maintain turf delineation.

e. **Clean-up**. All surfaces shall be free of grass clippings and debris including turf, gutters, and street upon completion of mowing and edging operation. It is the responsibility of the Contractor to remove these items immediately and dispose of them appropriately.

f. **Turf grass seeding**. Turf grass seeding will be done on an as-needed basis when requested by the City. This is considered additional work and will be paid separately from this contract. Contractor shall provide the City of Exeter a quote for work prior to work being started.

When seed is used, areas shall be top-dressed with humus.

g. **Aerification**. Aerification will be done on an as-needed basis when requested by the City. This is considered additional work and will be paid separately from this contract. Contractor shall provide The City of Exeter a quote for work prior to work being started.

8. **Ground Cover Maintenance & Wall Covering of Ficus Pumila, and All Other Vines**

a. All areas planted in ground covers shall be adequately irrigated to maintain vigorous growth.

b. Groundcover beds shall be periodically edged to keep them in their intended space. Groundcovers shall not be allowed to encroach into sidewalks, lawns, shrub beds, or other areas deemed as undesirable by the City.

c. Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site.

d. Groundcovers in median and other Right of Way areas must be trimmed below thirty (30) inches at road/asphalt level for sight clearances for traffic safety.

e. Wall covering of Ficus Pumila and other vines, will be trimmed back close to the wall and removed from trees and shrubs, and removed from planter areas as needed. **Wall coverings shall not be allowed to grow over the top of the wall.**

C. HARDSCAPE MAINTENANCE

1. **HARDSCAPE AREAS.** All curbs, gutters, pathways, sidewalks, and other hardscape areas (i.e. center median island points, roundabouts, etc.) adjacent to and part of the City owned property or Right of Way must be kept free of weeds, debris, leaves, grass clippings, etc. at all times to provide a safe and clean passage for users and to prevent slips and falls.

   All areas covered by the contract must be kept free of debris and potential safety hazards generated by but not limited to, leaves, grass clippings, pruning, weeding, trimming, and other operations of the Contractor, as well as glass, bottles, cans, trash, paper, and other yard waste. Trash, debris and green waste from City of Exeter landscaping may be disposed of at the City Corporation Yard located at 350 W. Firebaugh, during business hours.

   NOTE * The City's municipal code 9.20.030 states "Between the hours of ten p.m. of one day and six a.m. of the following day, it is unlawful for any person within a residential zone, or within a radius of five hundred feet therefrom, to create, cause to be created or maintain sources of noise which shall cause annoyance or discomfort to a reasonable person of normal sensitiveness in the neighborhood. Such sources shall include, but not be limited to, the following: Power-assisted leaf blowers, lawn mowers, edger's, or other power equipment used for the maintenance of property. Debris must be picked up and not blown into streets or adjacent properties." When using a blower or other power equipment, said municipal code must be adhered to.

Parks and Public Buildings Locations:

NOTE: BIDDER must visit each location and make themselves aware as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal. Questions regarding the areas included in the scope of work should be directed to pw@exetercityhall.com.

Facility	Location	Acreage
Administration	100 No. C St	
City Hall	137 No. F St	
Dobson Field	East Rocky Hill Drive	17
City Park	Chestnut and "E" Street	2.53
Brick House Park	Palm and Filbert	0.97
Bark Park	Palm and "F" Street	0.75
Joyner Park	Pine and "C" Street	0.5
Mixture Park	Pine and "E" Street	0.01
Water Tower Park	Pine and "B" Street	0.25
Rose Garden Park	Palm and "A" Street	0.22
Schelling Park	Pine and Filbert	0.01
Planter Park	Maple and "B" Street	0.01
Schroth Park	Belmont and Vine	5
Unger Park	Belmont and Glaze	4.7

Section 3: Exclusions

The following activities are excluded from this contract:

1. Pruning of trees above the 8' canopy height
2. Cleaning of gutters except for cleaning up after maintenance is performed
3. Any watering which cannot be accomplished by the irrigation system
4. Major corrective pruning above and beyond specifications for shrubs
5. Landscape improvements beyond the scope of this proposal shall be on a separate contract basis
6. No lighting maintenance is included in this contract

Section 4: Response Requirements

Bids will be received until **1:00 P.M., on Wednesday, November 15, 2023**. All costs associated with the bid proposal preparation will be borne by the Bidder.

Hand delivery of proposal option:
Daymon Qualls, Director of Public Works
City of Exeter - City Hall
137 N. F St
Exeter, CA 93221

Email delivery of proposal option:
Public Works Department
pw@exetercityhall.com

USPS mail option:
City of Exeter
PO Box 237
Exeter, CA 93221
Attn.: Public Works Department

Direct questions for clarification of this bid document to the Public Works Department via email pw@exetercityhall.com. Questions must be received by Wednesday, November 8, 2023.

Bidders shall submit the following information in their response:

1. **Cover Letter:** Provide a Cover Letter signed by an official authorized to bind the firm and shall contain a statement indicating that the bid proposal is valid for at least six (6) months.
2. **Bid Sheet:** Provide a completed bid sheet to include pricing per month for landscaping services at each City location, as well as a total annual contract amount.

Section 5: Questionnaire

Proposer Information

All questions must be answered, and the data given must be clear and comprehensive. Bidders may submit additional information if appropriate.

1. Provide your company information and background.
2. Provide at least three (3) references for sites you currently maintain.
3. Describe any contracts your company currently has.
4. Describe your proposed landscape maintenance schedule and work plan.
5. Provide cost for any after hour/weekend emergency call outs.

Section 5: Insurance Requirements

i. Commercial General Liability

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

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

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

d. Coverage shall contain a waiver of subrogation in favor of the City.

ii. Business Automobile Liability

a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars ($2,000,000) per accident.

iii. Environmental Impairment/Pollution Liability, to include non-aerial spraying of pesticides and herbicides, Groundwater contamination, etc. with limits no less than $1,000,000 per occurrence, to include Sudden and Accidental Environmental cleanup.

iv. Workers' Compensation and Employers' Liability

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Contractor 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.

Contractor shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;
b. Indicate whether coverage provided is on a claims made or occurrence basis; and
c. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City's Purchasing Division, Attention:

City Administration Office
100 N. C Street
EXETER, CA 93221.

Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claim made policy is used, coverage shall be maintained during the contract term and for a period extending 5 years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates 4 years beyond the contract term, when Contractor has a claim made form(s). If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this agreement and/or obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

This insuring provision, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions, contained therein, may be within public policy and enforceable.

Note : the selected firm(s) shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should Contractor cease to have insurance as required during any time, all work by Contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF EXETER'S PARKS AND PUBLIC BUILDINGS (City of Exeter Bid No. 23-009)

This Agreement, entered into and effective this 1st day of January, 2024 ["Effective Date"], by and between the City of Exeter, hereinafter referred to as the "CITY", and (Insert Contractor's Name)_ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is an **Incorporated** (insert individual or entity type) with a primary business address of _____ and SSN or EIN: **XXXXXXXX**; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Exeter reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for Landscape Maintenance Services for the City's Parks and Public Buildings; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to provide said services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. "Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	**DESCRIPTION OF ATTACHMENT**
Attachment 1	City of Exeter RFB 23-009 – Landscape Maintenance Services – Parks and Public Buildings
Attachment 2	CONTRACTOR's bid in response to RFB 23-009

CONTRACTOR will invoice the City monthly on or before the 5th of each month.

CONTRACTOR shall provide all work/services described in "Scope of Services" in RFB 23-009.

3. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	**COMPLETION DATE**
Pay Contractor on a monthly basis	Within 30 days from date of invoice for completed work

4. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	$XX,XXX.XX
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

5. INSURANCE:

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described in Attachment 1.

6. Indemnification:

Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

It is the intent of the parties that Contractor will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

The Contractor shall continuously protect City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the contract, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of EXETER in any emergency, the Contractor shall unconditionally comply therewith.

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

7. AFFIRMATION:

Contractor affirms that the signatures, titles, and seals set forth hereinafter in

execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

8. INTEGRATION/MODIFICATION:

The Request for Bids, the Notice and Instructions to Contractors, Bid Proposal, Non Collusion Affidavit, Bidder's Bond, Bond for Faithful Performance, Bond for Material men and Laborers, Contract Agreement, Special Provisions, Project Manual, and the Plans mentioned therein together with all appendices, all of which are hereto attached, are hereby incorporated in and made part of this Agreement.

9. ARBITRATION:

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. ATTORNEY FEES:

In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its reasonable attorneys' fees and court costs incurred in the action or proceeding brought thereon.

11. FIREARMS PROHIBITED:

Guns may not be carried by Contractor while working on City of Exeter premises without the expressed written approval of the CITY, or an exemption in the contract. If the Contractor is caught carrying a firearm without CITY permission, the contract will be terminated.

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

CONTRACTOR

Dated:_____ By:_____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF EXETER

Dated:_____ By:_____
City Administrator

Dated:_____ By:_____
City Attorney

Dated:_____ By:_____
City Risk Manager

Dated:_____ By:_____
Director of Public Works

Section 8: Landscape Maintenance - Parks and Public Buildings - Bid Sheet

Company Bidding: _____ **Contact:** _____

Landscape Maintenance	Amount Per Month	Initials of individual who visited site prior to bidding
Administration	$	
City Hall	$	
Dobson Field	$	
City Park	$	
Brick House Park	$	
Bark Park	$	
Joyner Park	$	
Mixture Park	$	
Water Tower Park	$	
Rose Garden Park	$	
Schelling Park	$	
Planter Park	$	
Schroth Park	$	
Unger Park	$	

Total Annual Amount $ _____

By signing below, the Contractor acknowledges that he or she has visited each location and is aware as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal.

The City reserves the right to reduce or suspend services for specific locations. In such cases, Contractor's invoice shall be adjusted accordingly.

_____ _____

Signature Date

Attachment 2

Clean Cut

LANDSCAPE MANAGEMENT

SINCE 1985

PRESENTED TO:

THE CITY OF EXETER

LANDSCAPE MAINTENANCE PARKS & PUBLIC BUILDINGS

11/8/2023

This proposal and attached pricing remains in effect for a period of 6 months.

Clean Cut Landscape Management Inc. 8406 N. Armstrong Ave., Clovis CA 93619 (559) 322-2041 Fax (559) 322-2071
CSLB #1010030 C-27/A
QAL-#129286 ABCDF

****

Clean Cut
LANDSCAPE MANAGEMENT

SINCE 1985

GENERAL INFORMATION

Clean Cut Landscape Management has 38 years experience maintaining properties for commercial entities, industrial manufacturers and various municipalities and government agencies. We also perform expert irrigation installation, irrigation troubleshooting, tree pruning, plant diagnostics, soil deficiency analysis, grading, concrete, mowing, seeding, tree pruning and fertilizing.

2-ACCOUNT REPRESENTATIVES/ASSIGNMENTS

1. **Project Manager-Karry Wendel**
2. **Project Supervisor-Juan Perez Oregel**
3. **Route Foreman-Juan Ordaz**

3-TYPE OF ORGANIZATION

1. **California C Corporation**
2. **California State Certified Small Business #2028823**
3. **Minority owned/No certification.**

4-LICENSES AND OTHER INFORMATION

1. **Spray License QAL thru 12-31-2023.**
2. **No bankruptcies or claims.**
3. **Equipment-Please see #9**
4. **No subcontractors will be used.**
5. **No penalties, bankruptcies or claims have been placed against CCLM.**
6. **Federal Tax ID #-47-5090814**
7. **CSLB #1010030 C-27/A General Engineering**
8. **DIR #1000033453**
9. **Numerous City Business Licenses**

5-COMPANY OFFICERS

- **President and CFO-Karry Wendel**
- **Secretary-Mai Lee Hermann**

6-PERSONNEL/RESUMES AND BACKGROUND

**Most employees have been with CCLM over 10 years. As such we do not expect turnover at this time.*

Karry Wendel

President/Project Manager/Contact

- **Bachelors Degree-Linguistics 1983**
- **Relevant coursework in Field Biology, Irrigation, Plant Identification, Construction Project Management, Scheduling, Estimating.**
- **Pepsi Cola 1983 thru 1985**
- **Began CCLM in 1985**
- **QAL Spray License ABCDF**
- **A-General Engineering Contractors Licenses**
- **C-27 Landscaping Licenses**
- **Fluent in Spanish**

Mai Lee Vang

Office Manager

- **Bachelors Degree in Child Education 2006**
- **Extensive work (16 Years) in Public Works Payroll and Labor Compliance**
- **Job Costing**
- **Accounting Fundamentals**
- **Proficient at 10 Key, Typing, Excel**
- **401 K Management**
- **Health Insurance Compliance and Set Up**

Anastasia Line

Office Assistant-CCLM Manager

- **Certified Payroll and Labor Compliance**
- **Day to day contract duties**
- **Billing**
- **A/P**
- **A/R**
- **Project Assistance**
- **Employee issues**

Juan Perez Oregel

Operations Manager/Irrigation Specialist

- **16 Years experience**
- **Tree Pruning**
- **Irrigation Diagnostics**
- **Two Wire Systems and Troubleshooting**
- **Booster Pump Diagnostics**
- **Flow Sensors**
- **Master Valves**
- **Controller Repair**
- **Wire Diagnostics and polarity review**
- **Weed control**

7-SURETIES AND BONDING CAPACITY

After 38 years CCLM currently carries a $15,000,000.00 bonding capacity, should the City opt for Labor or Performance bonds for any of our work. Our bonding has run through Alliant Services for many years. Outside of the provided Insurance Certificates provided under separate cover, CCLM carries a $10,000,000.00 liability policy at all times, for the protection of all parties involved.

- **Liability Insurance-The Hartford Group**
- **Workers Compensation-Zurich**
- **See attached certifications**

8-REFERENCES

-See attached-

9-EQUIPMENT-RESOURCES

- **36 Trucks**
- **47 Trailers**
- **Semi-Truck with End Dump and Low Boy Equipment Hauler**
- **60' Boom Lift for Tree Work and/or Other**
- **8 Arrow Boards**
- **3 Message Boards**
- **2-New Holland 95 HP Tractors**
- **Discs/Flail Mowers/Baker Olsons/**
- **Spray Truck**
- **1-96" Mower for Parks**
- **10-72" Ride On Mowers**
- **3-60" Ride On Mowers**
- **1-52" Mower**
- **2 Walker Mowers with Grass Collection Systems**
- **3-Walk Behind Mowers**
- **12 Bobcats**
- **8 Ditch Witch Trenchers**
- **Caterpillar 415F2 Skip Loader**
- **Case Skip 570MXT Loader**
- **John Deere 310J Backhoe**
- **1 Bobcat Mini Ex**
- **1000 Gallon Finn Hydroseeder**
- **3 Dump Trucks**
- **Many compactors, fertilizer spreaders, generators etc. not listed here.**

10-COMPANY STRUCTURE/OTHER

President-Karry R. Wendel

Irrigation Technician and Crew Supervisor-Juan Oregel
Irrigation Technician and Assistant Crew Supervisor-Miguel Hernandez
Tractor/Large Equipment Operator-Filemon Gonzalez
Tractor/Large Equipment Operator-Manuel Lomelii
Tractor/Large Equipment -Cristian Romero
Tree Specialist-Cristian Romero
Tree Specialist-Filemon Gonzalez
Route Supervisor-Juan Ordaz

11-COMPANY HISTORY AND DESCRIPTION

The company began in 1985 with 1 truck and 1 mower. Since that day CCLM has continued to strive for excellence and knowledge in our field and the success that is a by product of that pursuit. We have had the privilege of being trusted with some fairly high-profile projects in maintenance and construction. From maintaining the CSUF Presidents Estate to the Downtown San Diego Historic Landscape Renovation and Maintenance valued at $4,000,000.00 to installing the Landscape and Irrigation and Maintaining Clovis North High School the goal has still been excellence. There have been many changes in the industry in the last 40 years with the latest being a renewed emphasis on preserving water, which has profoundly affected everyone as conservation and plant selection have come to the forefront. Irrigation technology and central control systems are moving rapidly ahead with each passing year and CCLM must be at the leading edge of this technology. The transition to low emission equipment is underway and again, CCLM is beginning that move as we speak. We have a long list of employees, some of whom have been with the Company for over 30 years. We are grateful for this long term dedication and the quality that only comes from employees who care. CCLM is built on this work ethic. We would consider it a privilege to work for the City of Exeter.

PROJECT APPROACH

CCLM forces will mobilize a dedicated mow rig with 96" and 72" turf mowers to service all areas. This work, along with other projects in the areas will be accomplished on a set service day. In addition, the irrigation technician will review the controllers and programming, irrigation repairs and quality control for all operations. A weekly report will be reviewed by the office for any deficiencies or proposals. Back up batteries will be changed out regularly. We are Certified Rain Bird Technicians.

AFTER HOUR PRICE-$60.00 PER HOUR

Karry Wendel — *11/15/2023*

SIGNED — *DATE*

Section 8: Landscape Maintenance - Parks and Public Buildings - Bid Sheet

Company Bidding: Clean Cut Landscape Management Inc. **Contact:** Karry Wendel

Landscape Maintenance	Amount Per Month	Initials of individual who visited site prior to bidding
Administration	$ 300.00	M.O.
City Hall	$ 280.00	M.O.
Dobson Field	$ 3,280.00	M.O.
City Park	$ 540.00	M.O.
Brick House Park	$ 225.00	M.O.
Bark Park	$ 150.00	M.O.
Joyner Park	$ 120.00	M.O.
Mixture Park	$ 100.00	M.O.
Water Tower Park	$ 75.00	M.O.
Rose Garden Park	$ 75.00	M.O.
Schelling Park	$ 60.00	M.O.
Planter Park	$ 60.00	M.O.
Schroth Park	$ 1,060.00	M.O.
Unger Park	$ 890.00	M.O.

Total Annual Amount $ 86,580.00

By signing below, the Contractor acknowledges that he or she has visited each location and is aware as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal.

The City reserves the right to reduce or suspend services for specific locations. In such cases, Contractor's invoice shall be adjusted accordingly.

Karry Wendel
Signature

11/15/2023
Date

REFERENCES

- **City of Lindsay-LMD's**
  Regular maintenance of City LMD's
  City of Lindsay
  Neyba Amezcua (559) 562-7102
  Maintenance of irrigation, lawn and shrubs, weed controls etc..
  Status-Ongoing for over 10 years.

- **City of Hanford Maintenance of All LMD's**
  Regular maintenance of City LMD/s, parks, streetscapes.
  City of Hanford
  Levi Winebrenner (559) 585-2561
  Donnie (559) 362-4659
  Mowing, edging, blowing, irrigation, weed control, pruning etc.
  Costs-As per Bid
  Status-Ongoing for 11 years.

- **City of Dinuba Maintenance-Sports Parks & Public Spaces**
  Regular maintenance of all City Parks and LMD's
  City of Dinuba
  Current-Stephanie Hurtado (559) 591-5940
  Mowing, edging, blowing, trimming of shrubs, weed control etc..
  Costs-As per bid
  Status-Ongoing for past 14 years approximately.

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **1010030** Entity CORP

Business Name CLEAN CUT LANDSCAPE
MANAGEMENT INC

Classification(s) A C27

Expiration Date 12/31/2023 www.cslb.ca.gov

dpr
DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: 129286 **EXPIRES: 12/31/2023**
Categories: ABCF Issued: 2/18/2022

KARRY R WENDEL
8406 N ARMSTRONG
CLOVIS, CA 93619

This License must be shown to any representative of the Director or Commissioner upon request.

EXHIBIT "A"

CONTRACT BOND FORMS

BIDDER'S BOND TO ACCOMPANY PROPOSAL

Known all men by these presents,

That we, Clean Cut Landscape Management Inc., as principal and Everest National Insurance Company, As surety, are held and firmly bound into the City of Exeter in the sum of Ten Percent of Bid Amount dollars, ($ 10%), to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden Clean Cut Landscape Management Inc. for Landscape Maintenance Services-Parks & Public Buildings Project #23-009 dated November 15, 2023 is accepted by the City of Exeter and if the above bounded Clean Cut Landscape Management Inc., his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within fifteen days (not including Sunday) from the date of the mailing of a notice to the above bounden Clean Cut Landscape Management Inc. by and from the said City of Exeter that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 15th day of November, 20 23.

Clean Cut Landscape Management Inc.

Kerry Wendel, President

Everest National Insurance Company

Kim Wilson, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

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

State of California)
) ss
County of Fresno)

On November 15, 2023, before me, Lyn Genito, Notary Public, personally appeared Kim Wilson, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LYN GENITO
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2435271
FRESNO COUNTY
My Comm. Exp. January 21, 2027

(Seal)

Signature: _____
Lyn Genito, Notary Public

everest

POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Steven P. Edwards, Lyn Genito, Bonnie Gonzalez, Kim Wilson

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.

Everest National Insurance Company CORPORATE SEAL 1985 DELAWARE

Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this **15th day of February 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 15 day of November 2023.

Everest National Insurance Company CORPORATE SEAL 1985 DELAWARE

By: Sylvia Semerdjian, Secretary

ACKNOWLEDGMENT

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

State of California
County of FRESNO)

On NOVEMBER 15, 2023 before me, ANASTASIA LINE, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared KARRY WENDEL,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANASTASIA B. LINE
Notary Public - California
Fresno County
Commission # 2452043
My Comm. Expires Jul 1, 2027

Signature _____ (Seal)

City of Exeter
Agenda Item Transmittal

Meeting Date: December 12, 2023

Agenda Item Number: I5

Wording for Agenda: Discussion of Animal Control and Shelter Service options for the City of Exeter.

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

For action by:
_X_ City Council

Regular Session:
___ Consent Calendar
_X_ Regular Item
___ Public Hearing

Review:

City Administrator (Initials Required)

Department Recommendation:
For the Council to discuss Animal Control and Shelter Service options for the City of Exeter.

Summary:
At the last regular Council meeting on November 14, the Council had questions regarding Visalia's proposal for renewal of the Animal Shelter and Control Services contract and at the Special meeting on December 4 requested that an item be brought to also discuss options.

Visalia staff responded to the questions the Council had indicating that the 300-animal minimum was to provide a buffer and make up some remaining deficit from the previous years. However, they indicated that after the first year they would be willing to negotiate a lower minimum animal threshold. They also indicated that Exeter providing their own animal control officer is an option moving forward and that they currently have that arrangement with the City of Dinuba.

There are two basic pieces to providing animal control services, Sheltering and Animal Control Officers (ACO). Providing sheltering services is specialized and requires a shelter that has to meet many requirements to provide proper care for the animals. Throughout the County the smaller agencies have not provided their own shelters due to the difficulty and expense of meeting these requirements for a relatively small number of animals. Therefore, shelters have been primarily developed in the larger agencies where an economy of scale can make the operation more affordable. Currently the Cities of Dinuba, Farmersville and Exeter contract with the City of Visalia and the Cities of Woodlake and Lindsay contract with the City of Porterville for sheltering services. In contacting the larger agencies regarding sheltering services, Tulare County and the Cities of Tulare and Porterville are currently over capacity. Porterville is finishing up a new animal control facility in the next few months that may have capacity for additional animals in the future and Tulare is planning for some expansion but is at least a few months out also. Porterville also indicated that they will still have to work on increasing staffing for the new facility. The cities of Tulare and Porterville both indicated that they will be evaluating their costs as their expansions are completed and the costs are known. So, currently the only shelter able to take on Exeter's sheltering needs is the City of Visalia.

The ACO position is addressed differently in each of the cities. The large cities provide their own as part of their animal control operation, including the City of Dinuba. In the smaller cities the ACO position varies. Exeter and Farmersville have contracted with Visalia as a part of the overall services. Woodlake has inserted it into duties of their public works department but appears to be minimizing the amount of time spent on animal control by doing a sweep through the city every two weeks or as needed. It appears that by reducing the time spent they have absorbed the cost into the General Fund Park Services costs. Lindsay has combined the ACO

with their Community Services Officer position and indicated that it is working well but they still have quite a few stray animals.

For the ACO portion of the services there are three basic options, 1) contracting out to a larger agency, which could include a partnership with another small agency like we have with Farmersville and Visalia now, 2) forming a partnership with other small agencies to provide an ACO or ACOs to provide services to the small cities as a group and 3) bringing the position in-house as part of City staff. There are potential benefits and challenges with each of these options. Contracting to a larger agency could cost a little more but would result in a "full services" approach which would include some of the harder to quantify items like liability and claims losses, backup personnel during leave times and position vacancies and overall management of the position and service, such as recruiting, training, oversight.

Bringing the ACO position in as a city staff position is an option but has its challenges. While the "basic" costs might look less expensive, there are several costs that are harder to quantify but still real such as, recruiting, training, supervising, liability/claims losses, etc. One of the challenges for the smaller cities individually is that the ACO position does not need to be a full-time position. Hiring and retaining part time positions is challenging and can result in a lot of management time spent on just keeping a trained position filled. The position can be combined with other duties, but the combination of duties needs to allow for efficiency in all the areas and funding for those other duties must be provided from somewhere. Obtaining efficiency while "wearing multiple hats" can be difficult. Currently, the City of Exeter public works staff is stretched thin, and it would be very difficult to take half of a staff member's time away from public works to cover this responsibility. In addition, Exeter wished to step up code enforcement when Measure P was passed and the City's current Community Services Officer position that covers code enforcement would have to reduce time spent on code enforcement and other police department duties to take this duty on. Without hiring an additional person, it would be difficult to absorb the ACO duties into the current staffing without significantly reducing duties and services in other areas. Over 5 years ago Exeter provided much more of the services "in-house" and the City of Exeter's finances were severely strained. Due to the hidden costs above, one of the strategies that was used to help turn the City's financial situation around was contracting out these one-of-a-kind type services.

Creating a partnership with other small agencies to share ACO services could be a way to get the amount of time needed for ACO services at a lower cost. Some of the challenges with this option are management of a single, or even two positions, by multiple agencies can be difficult when each agency may have different expectations and/or political views, complicating decisions on who takes on the management, coordination and liability of the services. Such an arrangement might be accomplished via an Agreement. Alternatively, a Joint Powers Authority (JPA) could be formed but that would require representation from each member agency which could result in more representatives involved in the JPA than there are staff providing the services, which can become inefficient. The provision of backup for leaves and vacant positions would also need to be considered, potentially either requiring two ACOs, which with four small agencies results in a half person per agency like Exeter has in its current contract or pursuing a contract for that additional service with the shelter services provider. Farmersville has expressed the concern for having backup personnel.

Background: In September of 2018, the City Council approved contracting with the City of Visalia for the provision of animal control and sheltering services. The City of Farmersville also participated in contracting with the City of Visalia, which allowed sharing of the Animal Control Officer (ACO) between the two cities, helping to keep costs down. Over the last year the City of Visalia has been evaluating their animal control operations and have determined that based on the previous contract amount that Visalia has been subsidizing the animal control costs for the

City of Exeter and Farmersville and cannot continue to do that. So, in late August the City of Visalia gave notice that they would need to end the current contract in late November, providing the required 90-day notice. However, it took them some time to provide what the revised costs would be for the services, which was received in early October. City staff from both Farmersville and Exeter had questions regarding the services and costs so a meeting with the City of Visalia occurred in late October. Visalia will continue to provide Animal Control services on a monthly basis until the contract negotiations are completed. Like many expenses as of late, this contract change represents a large increase in costs, from $75,800 to $216,900 annually. Animal control has become an increasingly expensive operation to adequately maintain, primarily due to staffing and required sheltering requirements. The City of Dinuba was at a cost of about $155,000 and has indicated that their costs have increased another 120% in the last year. Below is a breakdown of the cost proposal, which would be a contract annually renewable for up to 5 years.

Exeter

Cost Per Animal	$315
Animal Control	$ 82,600
Animal Sheltering	94,500
Animal Processing/License Billing	39,800
Contract Total	**$ 216,900**
Contract w/o Billing	$ 207,000
Contract Up To	300 Animals

Additonal Charges as Needed	
Protective Custody/Quarantine/Vicious Hold	$50 Per day after 30 days while on hold
After Hours Calls	$200 per call out

As seen with other types of services, providing ACO services in-house can also be more expensive than expected. For example, the below represents some basic minimum costs not counting backup during leaves and recruitments, training, participation in hearings, liability/claims losses, outreach etc.:

1. Personnel
   1/2 Animal Control X $87,000 per year = $43,500 annually
2. Vehicles
   Initial and replacement cost = ($60,000)/10 years = $6,000 annually
   Maintenance and insurance = $2,500 annually
   Fuel = 25 Gal/Week X $5/Gal X 52 weeks/year = $6,500 annually
3. Equipment
   Initial/replacement and maintenance cost = $20,000/5 years = $4,000 annually
4. Supplies
   Annual cost = $2,000 annually
5. Administration
   Annual cost = $5,000 annually
6. Total cost = $69,500 annually

The proposal from Visalia is based on the cities of Exeter and Farmersville entering into an agreement at the same time. Farmersville's City Council considered the proposal on November 13 and authorized the City Manager to negotiate a contract. There are many services that are typically provided under the animal control umbrella that should be considered. Below is a summary of the services that would be included in the Visalia contract.

Services	***City of Visalia***
Housing – up to 300 Animals	YES
Veterinarian Care	YES

Disposal of Dead Animals	YES
After hours call outs	YES
Vicious Dog Hearings	YES
License Billing and Outreach	YES
Administrative Fines/Hearings	YES
Regular Patrol	YES
Community Outreach	YES
After Hours Accessibility	YES
Contingent on Farmersville	YES
Spay/Neuter, Microchip	Provided, paid by animal owner

Experience: The City of Visalia provides full animal control and shelter services at a newer humane facility that has been designed to provide enough capacity for other agencies such as Exeter and Farmersville. Room for shelter of animals is not a concern. Currently, Visalia provides billing and shelter services (including veterinary care for sick/injured animals) with no significant issues. Visalia is positioned well to handle animal control and shelter services for the cities of Exeter and Farmersville due to their close proximity to Visalia and Visalia's ability to have multiple Animal Control Officers which enable them to provide adequate patrol and on call services.

Response times: Visalia has indicated that response times during normal hours would be within 30 minutes and after-hour calls would be within 1 hour (such as calls from Exeter PD for assistance). Visalia would provide a regular patrol to keep proactive on enforcement of stray animals. There would be the same officer for regular servicing of the City of Exeter as well as the City of Farmersville on a daily basis. If there were vacations, sick or other days off there would be other employees available to fill in and provide service to Exeter. In addition, the City of Farmersville is looking into being able to provide office space for the ACO during the regular workdays.

Fees: Exeter's current license fees of $10 for altered dogs and $25 for unaltered dogs per year would remain in effect. Visalia would direct bill on behalf of the City of Exeter on an annual basis and collect license fees and forward to Exeter upon collection. Bills would have the City of Exeter name on them and have a mailing address located at the Visalia Animal Shelter. Animals would need to be licensed before being returned to owners. The City of Visalia would charge fees for shelter services at their currently established rates.

Current Relationships: The City of Farmersville City Council is also considering the same proposal from Visalia, with Farmersville staff recommending Visalia's proposal. The City of Farmersville has a history with the City of Exeter partnering in Animal Control Services due to their close proximity. Visalia's proposal was based on both agencies coming to an agreement which helps to reduce costs and provide more efficient services for both agencies.

Next Steps: Staff will take next steps based on Council direction. Should an agreement with Visalia be authorized there will need to be an update to the City's Ordinance to align animal control services more with City of Visalia procedures. Staff (including the City Attorney) would bring an update to City Council for approval. City staff will continue to look for the most cost-effective options for animal control services as they come available in the future.

Fiscal Impact: Fiscal impact may vary depending on the direction given by Council..

Prior Council/Board Actions: Previous contract approval with Visalia for Animal Control Services on September 11, 2018.

Attachments: None

Recommended motion to be made by Council/Board: I move to provide direction to staff regarding the provision of Animal Control Services as discussed.