



EXETER CITY COUNCIL AGENDA

TUESDAY, MAY 28, 2024

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

137 North "F" Street, Exeter, California 93221

CITY ADMINISTRATOR

Adam Ennis

MAYOR

Frankie Alves

PUBLIC WORKS DIRECTOR

Daymon Qualls

CHIEF OF POLICE

John Hall

MAYOR PRO TEM

Justin Mills

CITY ATTORNEY

Julia Lew

FINANCE DIRECTOR/CITY
TREASURER

Eekhong Franco

COUNCIL MEMBERS

Jacob Johnson

Vicki Riddle

Barbara Sally

CITY PLANNER

Greg Collins

CITY CLERK

Francesca Quintana

CITY ENGINEER

Martin Querin

DEPUTY CITY CLERK

Christina Arias

Staff Reports related to items on the agenda are available
on the City's website at www.cityofexeter.com and
available for viewing at the Council Chambers.



6:00 p.m.

A. CALL TO ORDER CLOSED SESSION

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS - Comments from the public are limited to items listed on the closed session matters (GC 54954.3a). Speakers will be allowed three (3) minutes. Please begin your comments by stating your name and providing your City of residence.

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

1. 54957.6 Conference with Labor Negotiations
Agency Negotiator: Shelline Bennett
Employee Groups: Exeter Police Officer's Association (EPOA)
2. 54957.6 Conference with Labor Negotiations
Agency Negotiator: Adam Ennis
Employee Groups: All represented and unrepresented employees

3. 54956.9(d)(4) Conference with Legal Counsel
Re: Potential Initiation of Litigation by the City: Two (2) cases

7:00 p.m. (or, immediately following Closed Session)

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

E. INVOCATION

Presented by Pastor Genetti

F. PLEDGE OF ALLEGIANCE

G. PUBLIC COMMENTS:

This is the time for citizens to comment on subject matters that are not on the agenda that are within the jurisdiction of the Exeter City Council. In compliance with public meeting laws, Council cannot discuss topics that are not included on the published agenda. This is also the time for citizens to comment on items listed on the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Public comments related to all pulled Consent Calendar Items and all Individual Business or Public Hearing Items that are listed on this agenda will be heard at the time that item is discussed or at a time the Public Hearing is opened for comment.

In fairness to all who wish to speak tonight, comments shall be limited to five (5) minutes for each individual, ten (10) minutes for an individual representing a group, and thirty (30) minutes overall for the entire public comment period, unless otherwise indicated by the Mayor. Although not required, speakers are asked to begin their comments by stating their name and city of residence.

H. SPECIAL PRESENTATIONS (if any)

None

I. CONSENT CALENDAR:

Items listed under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

1. Approval of May 14, 2024 regular meeting minutes (pp. 4 – 8)
2. Payment of Bills (pp. 9 – 17)
3. May 10, 2024, Payroll (pp. 18 – 23)
4. Award and authorize the City Administrator to execute a contract with West Valley Construction of Fresno, CA, in the amount of \$37,860.67 to install four (4) 1-inch service connections from an existing 6-inch water mainline to existing meter boxes and authorize a contingency amount of \$3,786.00 (10%) for potential unforeseen conditions (pp. 24 – 33)
5. Approval of Letter of Opposition for Assembly Bill No. 1886, as requested by the City Council to oppose California Assembly Bill (AB) No. 1886, an act to amend Sections 65585 and 65589.5 of the Government Code, relating to land use (pp. 34 – 41)
6. Approval of Letter of Opposition for Senate Bill No. 1037, as requested by the City Council to oppose California Senate Bill (SB) No. 1037, an act to add Section 65009.1 to the Government Code, relating to Housing (pp. 42 – 51)
7. Council authorization for the City Administrator to enter into a one-year agreement with Tulare County to provide emergency dispatch and communication services for \$135,705.00 (pp. 52 – 63)

J. INDIVIDUAL BUSINESS ITEMS:

Comments related to Individual Business and Public Hearing Items are limited to three (3) minutes per speaker, for a maximum of 30 minutes per item. The Mayor may reasonably limit or extend the public comment period to preserve the Council's interest in conducting efficient, orderly meetings.

1. Review and approval of the final Public Safety Task Force report (pp. 64 – 122)
Presented by Vicki Riddle, Council Member and Justin Mills, Mayor Pro Tem

2. Adoption of **Resolution 2024-11**, A Resolution of the City Council of the City of Exeter granting a utility easement and right of way along portions of North Filbert Road to Southern California Edison Company, across and along certain real property related to the Yokohl Landing Development and authorizing the City Administrator to execute the agreement and any and all documents necessary to complete the easement transaction, subject to minor language modifications as determined necessary by the City Attorney. (pp. 123 – 131)
Presented by Daymon Quall, Public Works Director

K. CITY COUNCIL ITEMS OF INTEREST

L. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

M. REGULAR MEETING ADJOURNMENT

State of California)
County of Tulare) ss.
City of Exeter)

I declare under penalty of perjury that I am employed by the City of Exeter, in the Administrator’s Office; and that I posted this Agenda on the bulletin board in the Finance Office and on the bulletin board outside of City Hall on May 24, 2024.

Christina Arias, Deputy City Clerk

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In compliance with the Americans with Disabilities Act, and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the City Clerk (559) 592-9244. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet. (28 CFR 35.102-35. 104 ADA Title II).

Materials related to an item on this Agenda submitted to the legislative body after distribution of the agenda packet are available for public inspection at City of Exeter, Administration Office 100 N. C Street, Exeter CA during normal business hours.



EXETER CITY COUNCIL
TUESDAY, MAY 14, 2024 REGULAR MEETING
ACTION MINUTES
Closed Session – 6:00 p.m.
Regular Session – 7:00 p.m.
137 North "F" Street, Exeter, California 93221

CITY ADMINISTRATOR
Adam Ennis

MAYOR
Frankie Alves

PUBLIC WORKS DIRECTOR
Daymon Qualls

CHIEF OF POLICE
John Hall

MAYOR PRO TEM
Justin Mills

CITY ATTORNEY
Julia Lew

FINANCE DIRECTOR/CITY
TREASURER
Eekhong Franco

COUNCIL MEMBERS

Jacob Johnson
Vicki Riddle

CITY PLANNER

Greg Collins

CITY CLERK
Francesca Quintana

Barbara Sally

CITY ENGINEER
Martin Querin

Staff Reports related to items on the agenda are available
on the City's website at www.cityofexeter.com and
available for viewing at the Council Chambers.



A closed session of the City Council, City of Exeter was held on Tuesday, May 14, 2024, at 6:00 p.m., in the Exeter City Council Chambers, 137 North F Street in Exeter CA 93221.

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

COUNCIL ABSENT: None.

STAFF PRESENT: Adam Ennis, Julia Lew, Eekhong Franco, Francesca Quintana, and Christina Arias.

6:00 p.m.

A. CALL TO ORDER CLOSED SESSION

Mayor called the closed session to order at 6:00 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.

1. 54957.6 Conference with Labor Negotiations
Agency Negotiator: Shelline Bennett

- Employee Groups: All represented and unrepresented employees
2. 54956.9(d)(4) Conference with Legal Counsel
Re: Potential Initiation of Litigation by the City: One (1) case
 3. 54956.9(d)(1) Conference with Legal Counsel – Existing Litigation
Name of Case: Fear vs. City of Exeter – 17CV0529, 2nd DCA B316324
 4. 54956.95 Consideration of Liability Claims
Claimant: Monica Garcia
Claimed Against: City of Exeter

No public comments were presented.

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

Mayor Alves adjourned the closed session at 6:44 p.m.

A regular session of the City Council, City of Exeter was held on Tuesday, May 14, 2024, at 7:00 p.m., in the Exeter City Council Chambers, 137 North F Street in Exeter CA 93221.

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

COUNCIL ABSENT: None.

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

7:00 p.m. (or, immediately following Closed Session)

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

Mayor Alves called the regular session to order at 07:04 p.m. City Attorney Julia Lew reported that action was taken by the Council on closed session item B.4; 54956.95 Consideration of Liability Claims Claimant: Monica Garcia Claimed Against: City of Exeter. It was moved by Council Member Sally, seconded by Mayor Pro Tem Mills and approved 5-0 to reject the claim from claimant Monica Garcia.

E. INVOCATION

Presented by Pastor Zoll.

F. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given by Council Member Sally.

G. PUBLIC COMMENTS:

No public comments were presented.

H. SPECIAL PRESENTATIONS (if any):

1. Exeter Lions Club Independence Day Celebration Presentation
Presented by Andrew Rodriguez

I. CONSENT CALENDAR:

Items listed under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

1. Approval of April 23, 2024 regular meeting minutes (pp. 4 – 7)
2. Payment of Bills (pp. 8 – 28)
3. April 26, 2024, Payroll (pp. 29 – 34)

4. Approve a request by the Exeter Lions Club for a Special Event with facility use of Lions Stadium and Dobson Field for an Independence Day celebration July 03, 2024, with set up beginning at 7:00 a.m., activities beginning at 5:00 p.m., the fireworks show beginning at dusk and ending at 10:00 p.m., and a \$742.00 fee waiver, subject to the conditions presented by staff (pp. 35 – 51)
5. Approve a request by the Center for Art Culture and History – Exeter (CACHE) for a Special Event with facility use of Joyner Park and street closures of B Street between Pine Street and Rocky Hill Drive for their annual fund raiser dinner, beginning at 10:00 a.m. June 01, 2024, and ending at 10:00 p.m., subject to the conditions presented by staff (pp. 52 – 64)
6. Adoption of **Resolution No. 2024-09**, A Resolution of the City Council of the City of Exeter, Requesting the Tulare County Board of Supervisors Permit the County Registrar of Voters to Render Specified Services to the City (pp. 65 – 68)
7. Adoption of **Resolution No. 2024-10**, A Resolution of the City Council of the City of Exeter, Ordering Even-Year City Council Election; Consolidation of Elections; and Specifications of the Election Order (pp. 69 – 72)
8. Approval to issue permits to four (4) applicants including; Exeter Union High School Music Boosters, Exeter Outdoors Association, Exeter Wrestling Boosters, and the Bridge Church for the sale of Safe and Sane Fireworks contingent upon compliance with required booth clearances, appropriate documentation, proper on-site storage, compliance with all City Municipal Code requirements, and any County or State guidance and orders in place during the time of sales (pp. 73 – 74)

Approval of Consent Calendar as Presented with <i>Item 1.7. Removed from the Consent Calendar to be Voted on Separately</i>							
1 st	2 nd	Result	ALVES	MILLS	RIDDLE	JOHNSON	SALLY
MILLS	SALLY	(5-0)	AYE	AYE	AYE	AYE	AYE

It was moved by Mayor Pro Tem Mills and seconded by Council Member Sally, that the items on the Consent Calendar be approved as presented. The motion carried 5-0.

J. INDIVIDUAL BUSINESS ITEMS:

Comments related to Individual Business and Public Hearing Items are limited to three (3) minutes per speaker, for a maximum of 30 minutes per item. The Mayor may reasonably limit or extend the public comment period to preserve the Council's interest in conducting efficient, orderly meetings.

1. Consider a request for a donation of \$10,000.00 to partner with the Exeter Lions Club in holding their annual Independence Day Celebration Event (pp. 75 – 76)
Presented by Daymon Qualls, Public Works Director

No public comment was presented.

Director of Public Works Daymon Qualls provided a report for the Council's review and consideration.

No action was taken on the request for a donation of \$10,000.00 to partner with the Exeter Lions Club in holding their annual Independence Day Celebration Event.

2. Receive outlook on the 2024/2025 and 2025/2026 Two Year Budget providing feedback on the planning and preparation of the budget (pp. 77 – 79)
Presented by Eekhong Franco, Finance Director

No public comment was presented.

Director of Finance Eekhong Franco provided a report for the Council's review and consideration.

The City Council provided direction to staff on the 2024/2025 and 2025/2026 Two Year Budget, providing feedback on the planning and preparation of the budget.

3. Discussion of Animal Control, Shelter and Licensing Service options for the City of Exeter and consider approving a contract with the City of Visalia to provide these services (pp. 80 – 101)
Presented by Adam Ennis, City Administrator

Approval of a Contract with the City of Visalia to Provide Animal Control, Shelter and Licensing Services for the City of Exeter							
1 st	2 nd	Result	ALVES	MILLS	RIDDLE	JOHNSON	SALLY
MILLS	SALLY	(5-0)	AYE	AYE	AYE	AYE	AYE

Consent Calendar Item No. I.7. was pulled from the Consent Calendar and voted on as a part of the Individual Business Items portion of the meeting.

City Attorney Julia Lew and City Clerk/Human Resources Manager Francesca Quintana provided a report for the Council's review and consideration.

Adoption of Resolution No. 2024-10, A Resolution of the City Council of the City of Exeter, Ordering Even-Year City Council Election; Consolidation of Elections; and Specifications of the Election Order							
1 st	2 nd	Result	ALVES	MILLS	RIDDLE	JOHNSON	SALLY
RIDDLE	ALVES	(5-0)	AYE	AYE	AYE	AYE	AYE

It was moved by Council Member Riddle and seconded by Mayor Alves to adopt Resolution No. 2024-10, A Resolution of the City Council of the City of Exeter, Ordering Even-Year City Council Election; Consolidation of Elections; and Specifications of the Election Order. The motion carried 5-0.

K. CITY COUNCIL ITEMS OF INTEREST

Mayor Pro Tem Mills shared that he hopes to present the PSTF final report at the next meeting.

Council Member Sally shared that she attended a sigma meeting and will attend the EDC meeting.

Sally asked staff to look into soliciting provisions in the Municipal Code.

Council Member Johnson had no report.

Council Member Riddle provided a legislative update and proposed the Council consider placing letters of opposition for SB1037 and AB 1886 on a future agenda. It was moved by Mayor Alves and seconded by Mayor Pro Tem Mills to place the letters of opposition on a future agenda. The motion carried 5-0. Riddle attended the TCAG meeting, Coffee with a Cop, Chamber of Commerce Meeting and the mural fundraiser.

Mayor Alves shared that soccer sign ups will be ending soon. Alves attended the Council of Cities Meeting and encouraged everyone to attend the upcoming Sergeant Promotion Ceremony.

L. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

City Administrator Adam Ennis, Director of Public Works Daymon Qualls, Chief John Hall, City Attorney Julia Lew, Director of Finance Eekhong Franco, and City Clerk Francesca Quintana provided a brief update on City and department related items.

M. REGULAR MEETING ADJOURNMENT

Mayor Alves adjourned the regular meeting at 8:55 p.m.

Prepared by:
Francesca Quintana, City Clerk

Report Selection:

Run Group... 051724 Comment... CHECK RUN 5/17/2024

Approval Date for Report..... 05 17 2024

Payments Through Date..... 05 17 2024

Cutoff Amount to be Used..... 0000000

RUN GROUP... 051724 COMMENT... CHECK RUN 5/17/2024

DATA-JE-ID	DATA COMMENT
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D-05172024-258 CHECK RUN 05/17/2024

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01		LASERHP4	Y	S	6	066	10			

Approved on 5/17/2024 for Payments Through 5/17/2024

Vendor Name	Description	Amount
A.R.E AUTO PARTS INC.	18 MONTH BATTERY (QTY 3)	648.99
AFLAC	APR 2024 AFLAC	2,694.38
BASIC	MAY 2024 COBRA FEE	33.97
CARDOZA/ PAUL	APR 2024 L&L LAWN MAINTENANCE	5,862.00
CENTRAL CAL WATERWORKS, INC	CPO MAY 2024 WTR/WWTP	17,682.46
CITY OF EXETER	GLENVIEW 2 CORRECTION	64,750.75
CITY OF VISALIA	MAY 2024 ANIMAL SERVICE	6,316.67
CIVICA LAW GROUP, APC	GENERAL CODE ENFORCEMENT	47.50
CLEAN CUT LANDSCAPE MANAGEMENT	APR CITY PARK MAINTENANCE	7,215.00
CONSOLIDATED ELECTRICAL DISTRI	T&B H150 1-1/2" HUB-RANG	239.07
COUNTY OF TULARE	PD RENOVATION & IMPROVE	17,751.77
CULLIGAN	APR FD WATER SERVICE	251.25
DEPT OF JUSTICE	APR BLOOD ALCOHOL ANAL	70.00
ELITE CORPORATE MEDICAL SERV	MEDICAL CLINIC FEES - 59	1,694.50
EMPLOYMENT DEVELOPMENT DEPT	JAN-MAR 2024 UI BENEFIT	2,639.00
EXETER IRRIGATION & SUPPLY	(WWTP) SCH40 PVC PIPE	404.34
EXETER MERCANTILE CO.	WELL 11 DRILL BIT/SCREW	553.13
EXETER MOTORS, INC.	ELEMENT A-STOCK	407.64
FERGUSON ENTERPRISES INC	8" CL 150 BFV W/HNDWHL	1,552.41
FRESNO OXYGEN	STD LRG FOWS CYLS	196.53
GLASS SHOP/THE	PW REPLACE GLASS/NEW SCR	1,309.00
GOLDSTROM/ NORM	APR 2024 TRAVEL REIMBURS	71.02
GOVERNMENT REVENUE SOLUTIONS	APR 2024 APP HOSTING	3,233.35
HERR PEDERSEN & BERGLUND, LLP	APR 24 PERSONNEL MATTERS	106.50
HIGH SIERRA LUMBER CO.	3/8X4X8 CDX (STREETS)	46.01
KAWEAH LIFT INC	VI035-6A TRACKS	3,090.98
KAWEAH PUMP, INC.	WELL 12 RPLC TIME DELAY	575.89
KRC SAFETY CO INC.	STOP SIGNS	2,687.11
LEAF CAPITAL FUNDING LLC	ADMIN-MAY 24 KYOCERA 002	400.41
LESLEY & ASSOCIATES	PD BUSINESS CARDS	286.55
MID VALLEY DISPOSAL, LLC	APR MID VALLEY	112,383.41
MINERAL KING PUBLISHING INC	4/3/24 PN-405-14 CS ZONE	334.40
MIRACLE PLAYSYSTEMS INC	SWING - CITY PARK	541.70
MORRIS LEVIN & SON	CONDUIT CHASE NIPPLE	9.94
ODP BUSINESS SOLUTIONS LLC	CALCULATOR	330.63
PACE SUPPLY CORP.	45 TYPE K SOFT CPR PIPE	23.07
PENA'S DISPOSAL INC	ADMIN APR 2024 SHRED	35.00
QUAD KNOFF ENGINEERING	240061-FIREBAUGH REHAB	52,318.54
ROBERT HALF INTERNATIONAL INC.	MUNSON 5/3/24	5,002.79
SAKAGUCHI/ CLAUDIA	PER DIEM REIMB-PERISHABL	149.60
SCA OF CA, LLC	APR 2024 AIR ST SWEEPING	4,910.00
SELF-HELP ENTERPRISES	APR 87-CDBG/STBG AT 7.25	1,177.50
SIERRA SANITATION, INC	SINK/TOILET-NAT'L NIGHT	555.97
SIMMONS TIRE SERVICE	245/55R18 103V GOODYEAR	1,132.50
SOUTHERN CALIFORNIA EDISON	4631- 3/25/24 - 4/23/24	13,472.31
SOUTHERN CALIFORNIA GAS CO.	7144- 4/1/24 - 5/1/24	20.84
T-MOBILE	3/21/24 - 4/20/24 GPS	189.00
TRANSUNION RISK & ALTERNATIVE	MAR 2024 PERSON SEARCH	150.00

Approved on 5/17/2024 for Payments Through 5/17/2024

Vendor Name	Description	Amount
UNITED RENTALS	2 BLADE DI ASPLT OR GREE	260.98
UNIVAR SOLUTIONS USA INC	MAY 1906 W MYER SOD HYPO	3,729.32
US BANK N.A.	APR 2024 CUSTODY CHARGES	63.25
VAST NETWORKS	MAY 2024 UTILITY	2,500.00
VERIZON WIRELESS	PD 3/29/24 - 4/28/24	1,413.39

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Final Totals... 343,522.32

AVENU FINANCIAL SYSTEM

5/17/2024 17:07:19

Payments for Publication

CITY OF EXETER

GL335R-V08.21 PAGE

TOTAL NUMBER OF RECORDS PRINTED

208

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
-----	-----	
104	GENERAL FUND	38,568.25
105	WATER FUND	32,501.21
106	SANITATION FUND	117,871.72
107	SEWER FUND	33,920.20
109	GAS TAX FUND	3,593.12
111	CDBG REVOLVING FUND	630.75
113	TRANSPORTATION FUND	14,335.92
116	LOW/MODERATE HOUSING FUND	336.75
117	FTHB PROGRAM INCOME FUND	188.25
121	INSURANCE FUND	4,059.47
128	GRANTS	21.75
131	MEASURE R	14,335.92
136	ROAD MAINTENANCE REHAB	7,167.96
140	LANDSCAPE AND LIGHTING DISTR	71,461.49
141	MEASURE P	331.78
142	AMERICAN RESCUE PLAN ACT	4,197.78
TOTAL ALL FUNDS		343,522.32

BANK RECAP:

BANK	NAME	DISBURSEMENTS
-----	-----	
BANK	BANK OF THE SIERRA	343,522.32
TOTAL ALL BANKS		343,522.32

AVENU FINANCIAL SYSTEM CITY OF EXETER
05/17/2024 18:45:28 Payments for Publication GL050S-V08.21 COVERPAGE
GL335R

Report Selection:

Run Group... 051724 Comment... SPECIAL RUN 5/17/2024

Approval Date for Report..... 05 17 2024

Payments Through Date..... 05 17 2024

Cutoff Amount to be Used..... 0000000

RUN GROUP... 051724 COMMENT... SPECIAL RUN 5/17/2024

DATA-JE-ID DATA COMMENT

D-05172024-276 SPECIAL RUN 5/17/2024

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01		LASERHP4	Y	S	6	066	10			

Approved on 5/17/2024 for Payments Through 5/17/2024

Vendor Name	Description	Amount
COUNTY OF TULARE	PD RENOVATION & IMPROVEM	17,751.77
** Final Totals...		17,751.77

AVENU FINANCIAL SYSTEM

5/17/2024 18:45:28

Payments for Publication

CITY OF EXETER

GL335R-V08.21 PAGE

TOTAL NUMBER OF RECORDS PRINTED

17

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
-----	-----	
105	WATER FUND	5,387.19
106	SANITATION FUND	4,083.40
107	SEWER FUND	4,083.40
142	AMERICAN RESCUE PLAN ACT	4,197.78
TOTAL ALL FUNDS		17,751.77

BANK RECAP:

BANK	NAME	DISBURSEMENTS
-----	-----	
BANK	BANK OF THE SIERRA	17,751.77
TOTAL ALL BANKS		17,751.77

PERIOD 1 DATING 4/22/2024- 5/05/2024 CHECK DATE 5/10/2024
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
1518	63.69	CA STATE DISBURSEMENT UN	2	1	VENDOR CHECK
1519	251.20	BROOKS/CALVIN BRADLEY	745	1	
1520	44.32	COLEMAN/DEWAYNE	728	1	
1521	243.80	HOWELL/MATTHEW	740	1	
1522	73.88	HUGHES/CADON	729	1	
1523	371.42	HUTCHESON/AVRIE	720	1	
1524	110.82	MCFALL/BLAINE	722	1	
1525	44.32	PLYMAN/ADEN ALAN MOSES	741	1	

TOTALS FOR CHECK FORM: CHEK

NEGOTIABLE CHECKS			COUNTS
1,139.76	*EMPLOYEE CHECKS		7
63.69	*VENDOR CHECKS		1
0.00	*BANK CHECKS		0
1,203.45	**TOTAL NEGOTIABLE CHECKS		8

OTHER CHECKS

0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0

1,203.45 **TOTAL FOR CHECK FORM

NON-NEGOTIABLE CHECKS

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

PERIOD 1 DATING 4/22/2024- 5/05/2024 CHECK DATE 5/10/2024
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
52488	195.00	CLOCEA	4	1 VENDOR STUB ONLY
52489	650.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
52490	215.93	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
52491	2,156.79	ARIAS/CHRISTINA	730	1 STUB ONLY
52492	4,834.67	ENNIS/ADAM	206	1 STUB ONLY
52493	2,164.00	QUINTANA FRANCESCA N	742	1 STUB ONLY
52494	1,317.72	CARTER/AMY JO	502	1 STUB ONLY
52495	3,305.95	FRANCO/EEKHONG	304	1 STUB ONLY
52496	2,480.93	HERNANDEZ/XOCHITL	306	1 STUB ONLY
52497	219.79	SANCHEZ/CESILIA	307	1 STUB ONLY
52498	1,654.22	SANTOYO/AIDE G	710	1 STUB ONLY
52499	1,466.50	CARRETERO/VANESSA	402	1 STUB ONLY
52500	2,158.20	FELIX/ESTEVAN	704	1 STUB ONLY
52501	2,749.71	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
52502	1,253.19	GRANT/AIMEE	738	1 STUB ONLY
52503	3,850.60	HALL/JOHN T	406	1 STUB ONLY
52504	1,804.10	HIFNER/CHRISTOPHER	736	1 STUB ONLY
52505	1,976.82	LUJAN/JOSHUA	715	1 STUB ONLY
52506	2,276.02	MARX/CHRIS	706	1 STUB ONLY
52507	172.46	MORENO/MATTHEW	724	1 STUB ONLY
52508	1,587.41	NAVARRO/JORGE ALBERTO	743	1 STUB ONLY
52509	1,795.10	PHILLIPS/ZACHARY	705	1 STUB ONLY
52510	1,906.50	ROBLES JR/EVERARDO	744	1 STUB ONLY
52511	1,515.78	ROCHA/CRISTINA	731	1 STUB ONLY
52512	1,836.42	SAKAGUCHI/CLAUDIA D	726	1 STUB ONLY
52513	1,795.61	SHIELDS/ZION	708	1 STUB ONLY
52514	1,941.97	VILLARREAL/ISIDRO	707	1 STUB ONLY
52515	1,907.27	WINTER/JARED	735	1 STUB ONLY
52516	3,366.74	YARBER/ISABEL	422	1 STUB ONLY
52517	1,843.57	ALDRIDGE/GARY	618	1 STUB ONLY
52518	1,463.37	ARROYO/MARIE	623	1 STUB ONLY
52519	1,830.81	ESPINOLA/DANIEL M	602	1 STUB ONLY
52520	166.73	GOLDSTROM/NORMAN	629	1 STUB ONLY
52521	1,659.06	HUGGINS/KYLE AARON	621	1 STUB ONLY
52522	3,073.11	QUALLS/DAYMON	607	1 STUB ONLY
52523	1,557.77	RAMIREZ/JUAN	608	1 STUB ONLY
52524	1,334.25	RIVERA/RYAN	733	1 STUB ONLY
52525	495.36	WENDT/EDDIE	626	1 STUB ONLY
52526	2,012.93	GARVER/ELIJAH	712	1 STUB ONLY
52527	2,029.13	MILLAN/MARCUS	622	1 STUB ONLY
52528	1,177.36	MILLER/JAMES	624	1 STUB ONLY
52529	244.90	MIRWALD/PHILIP	625	1 STUB ONLY
52530	1,261.44	QUIROZ/PATRICK P	512	1 STUB ONLY
52531	1,303.97	GRAY/DAIZY	717	1 STUB ONLY
52532	2,137.98	PRIDEAUX/TRACI	448	1 STUB ONLY

PERIOD 1 DATING 4/22/2024- 5/05/2024 CHECK DATE 5/10/2024
DIRECT DEPOSIT IS TURNED ON

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

TOTALS FOR CHECK FORM: STUB				COUNTS
NEGOTIABLE CHECKS				
	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				
	77,086.21	*DIRECT DEPOSIT STUBS		42
	1,060.93	*VENDOR DIR DEP STUBS		3

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	70,071.19	49,853.13	48,713.37
1	105	4,712.83	12,873.51	12,873.51
1	106	.00	1,393.92	1,393.92
1	107	.00	8,745.24	8,745.24
1	121	.00	2,108.35	2,108.35
1	141	3,441.95	3,251.82	3,251.82

#1 CALCULATION TOTALS BY HOME FUND (NET PAY + REIMB. EXP.)
#2 PAYROLL REGISTER (CHECK AMOUNT)

#1	CALCULATION TOTALS BY FUND WORKED (NET PAY + REIMB. EXP.)
#2	LABOR DISTRIBUTION (NET PAY + REIMB. EXP.)

PERIOD 1 DATING 4/22/2024- 5/05/2024 CHECK DATE 5/10/2024

EMR CODE	FUND CODE	DEPT CODE		HOME TOTALS	FULL EMPLOYEE	PART EMPLOYEE	TEMP COUNTS	FEMALE
1	104	402	ADMINISTRATION	9,155.46	3			2
1	104	403	FINANCE	8,978.61	4	1		5
1	104	421	POLICE	35,360.40	16	2		5
1	104	431	STREET	13,424.03	7	2		1
1	104	471	RECREATION	3,152.69	1	7		1
1	105	461	WATER	4,712.83	3	1		
1	141	405	COMM SERVICE OFFICER	1,303.97	1			1
1	141	421	POLICE	2,137.98	1			1
TOTAL				78,225.97	36	13		16

PERIOD 1 DATING 4/22/2024- 5/05/2024 CHECK DATE 5/10/2024

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
------------------	--------------	----------------	------------------	-------------------

GRAND TOTALS

NEGOTIABLE CHECKS		COUNTS
1,139.76	*EMPLOYEE CHECKS	7
63.69	*VENDOR CHECKS	1
0.00	*BANK CHECKS	0
1,203.45	**TOTAL NEGOTIABLE CHECKS	8

OTHER CHECKS

0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0

1,203.45 ***GRAND TOTAL

NON-NEGOTIABLE CHECKS

77,086.21	*DIRECT DEPOSIT STUBS	42
1,060.93	*VENDOR DIR DEP STUBS	3

78,147.14 **TOTAL NON-NEGOTIABLE CHECKS 45

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

1,139.76	*EMPLOYEE CHECKS	7
63.69	*VENDOR CHECKS	1
0.00	*BANK CHECKS	0
77,086.21	*DIRECT DEPOSIT STUBS	42
1,060.93	*VENDOR DIR DEP STUBS	3

79,350.59 ***TOTAL NEGOTIABLE & NON-NEGOT 53

0.00 *OTHER CHECKS 0

79,350.59 ***TOTAL NEG, NON-NEG, OTHER CHECKS

TOTAL SEQ 1 FEMALES 16

**City of Exeter
Agenda Item Transmittal**

Meeting Date: May 28, 2024

Agenda Item Number: I.4.

Wording for Agenda: Award and authorize the City Administrator to execute a contract with West Valley Construction of Fresno, CA, in the amount of \$37,860.67 to install four (4) 1-inch service connections from an existing 6-inch water mainline to existing meter boxes and authorize a contingency amount of \$3,786.00 (10%) for potential unforeseen conditions.

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 award and authorize the City Administrator to execute a contract with West Valley Construction of Fresno, CA, in the amount of \$37,860.67 to install four (4) 1-inch service connections from an existing 6-inch water mainline to existing meter boxes and authorize a contingency amount of \$3,786 (10%) for potential unforeseen conditions.

Summary:

An apparent water service line leak revealed itself in the roadway in front of 415 W. Palm Street. An investigation by the City's public works crew concluded that the leaking service line, which is a 2-inch line that feeds four separate properties, is located in between four (4) high pressure gas mainlines. Due to the complexity of working in such close proximity to the high-pressure gas mains, staff reached out to the City's pre-qualified contractors for assistance.

All of the City's pre-qualified contractors were contacted, provided the scope of work, and given an opportunity to bid on this project. Two (2) bid responses were received from the following pre-qualified contractor:

West Valley Construction	\$37,860.67
Lyles Utility, LLC.	\$45,615.00

West Valley's bid proposal for this project has been reviewed by staff and has been determined to be complete and responsive. Accordingly, staff is recommending that Council award this maintenance project and authorize the City Administrator to execute a contract with West Valley Construction to perform the work.

Background:

A Notice to Contractors and Request for Qualifications (RFQ 23-001) for repair and rehabilitation work on the City's water distribution and sanitary and storm sewer collection systems was advertised on June 23, 2023. The purpose of this advertisement was to solicit responses from contractors to be evaluated and pre-qualified for future work on the City's water distribution and sanitary and storm sewer collection systems. This qualification process was

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**

intended to streamline and shorten the time to get a contractor started on repair or rehabilitation work as needed since a fully advertised qualification process has already been conducted. With a list of qualified contractors established, those contractors would simply be contacted and provided with scopes of work as specific repairs and rehabilitation needs arise. Each qualified contractor would have the opportunity to submit a bid for each specific scope of work. The low bidder for each specific scope of work would then be awarded the contract for that specific work, subject to approval per the City purchasing policy.

In response to the RFQ, the City received qualifications from the following contractors:

<u>Contractor</u>	<u>Location</u>
RT Nelson Company, Inc.	Visalia, CA
Lyles Utility Const., LLC	Visalia, CA
West Valley Const.	Fresno, CA

At the City Council meeting of August 08, 2023, the Council accepted the aforementioned list of pre-qualified contractors and authorized the City Administrator to execute initial agreements with each contractor. As indicated in the staff report submitted for that meeting, the annual cost has been around \$100K to \$200K per year but varies based on the needs.

Fiscal Impact:

The CIP schedule in the FY 23/24 budget, which was previously approved by Council, has available funds for this project in the water (105) account, specifically for Water Service Line Replacement.

Prior Council/Board Actions:

List of qualified contractors accepted on August 08, 2023.

Attachments:

- Proposal from West Valley Construction

Environmental Clearance:

Not applicable to this project.

Recommended motion to be made by Council/Board: I move to award and authorize the City Administrator to execute a contract with West Valley Construction of Fresno, CA, in the amount of \$37,860.67 to install four (4) 1-inch service connections from an existing 6-inch water mainline to existing meter boxes and authorize a contingency amount of \$3,786.00 (10%) for potential unforeseen conditions.
--



FORCE ACCOUNT / TIME & MATERIAL TRACKING SHEET

JOB NO. & NAME: City of Exeter - W. Palm Street Leak Repair (4 Individual 1-inch Service Connections)

DATE: 4/22/2024

DESCRIPTION OF WORK:

Pothole/Prefield to locate existing utilities. Horizontal drill and install (4) 1-inch service connections from existing 6-inch mainline to existing meter boxes.

Item No.:	Material and/or Equipment Rental	Quantity	Unit	Unit Price	Total
1-	Misc. Materials for Mainline & Service Reconnections	1	LS	\$ 1,886.90	\$ 1,886.90
2-	Base Rock	6	TON	\$ 18.49	\$ 110.94
3-	Import Sand	3	TON	\$ 15.23	\$ 45.69
4-	Temp Asphalt	3	TON	\$ 101.14	\$ 303.42
5-		0	LS	\$ -	\$ -
Sub-Total					\$ 2,346.95
* Material Mark-up (10%)					\$ 234.70
Total w/Mark-up					\$ 2,581.65

Select Craft and/or Trade:	Employee Name	Quantity	Unit	Rates	Total
	Foreman_Operator_STR	16	HR	\$ 135.00	\$ 2,160.00
	Foreman_Operator_OT 1 HR Drive Time	2	HR	\$ 165.00	\$ 330.00
	Operator_Backhoe_STR	16	HR	\$ 165.00	\$ 2,640.00
	Operator_Backhoe_OT 1 HR Drive Time	2	HR	\$ 200.00	\$ 400.00
	Laborer_Skilled_STR	16	HR	\$ 125.00	\$ 2,000.00
	Laborer_Skilled_OT 1 HR Drive Time	2	HR	\$ 150.00	\$ 300.00
	Laborer_Skilled_STR Flagger	16	HR	\$ 125.00	\$ 2,000.00
	Laborer_Skilled_OT Flagger OT	2	HR	\$ 150.00	\$ 300.00
	Laborer_Skilled_STR Flagger	16	HR	\$ 125.00	\$ 2,000.00
	Laborer_Skilled_OT Flagger OT	2	HR	\$ 150.00	\$ 300.00
Total w/ Mark-up					\$ 12,430.00

Item No.:	Equipment Description	Quantity	Unit	Rates	Total
1-	Crew_Truck_F550	18	HR	\$ 73.00	\$ 1,314.00
2-	Backhoe_CAT_430E	16	HR	\$ 91.00	\$ 1,456.00
3-	Dump_Truck_5YD	18	HR	\$ 98.00	\$ 1,764.00
4-	Equip_Trailer_SM	16	HR	\$ 7.00	\$ 112.00
5-	Bore_Mach_DW_JT922	16	HR	\$ 60.00	\$ 960.00
6-	Vac_Trailer_Vermeer_V450	16	HR	\$ 52.00	\$ 832.00
7-	Dump_Truck_10YD	18	HR	\$ 122.00	\$ 2,196.00
8-	Equip_Trailer_LG	18	HR	\$ 21.00	\$ 378.00
9-	For Flaggers Pickup_Truck_F250	16	HR	\$ 44.00	\$ 704.00
10-		0	HR	\$ -	\$ -
Sub-Total					\$ 9,716.00
Total w/ Mark-up					\$ 9,716.00

Item No.:	Sub-Contractor Extra Work	Quantity	Unit	Unit Price	Total
1-		0	LS	\$ -	\$ -
2-		0	LS	\$ -	\$ -
3-		0	LS	\$ -	\$ -
4-		0	LS	\$ -	\$ -
5-		0	LS	\$ -	\$ -
Sub-Total					\$ -
*****Sub-Contractor Mark-up (10%)					\$ -
Total w/ Mark-up					\$ -

TOTAL EXTRA COSTS \$ 24,727.65



FORCE ACCOUNT / TIME & MATERIAL TRACKING SHEET

JOB NO. & NAME: City of Exeter - W. Palm Street Leak Repair (Surface Resotration - Individual Services Option)

DATE: 4/22/2024

DESCRIPTION OF WORK:

Asphalt & Paving Restoration on W. Palm Street for the Individual Service Connections Option.

Item No.:	Material and/or Equipment Rental	Quantity	Unit	Unit Price	Total
1-	Asphalt	6	TON	\$ 78.30	\$ 469.80
2-	Concrete	3	CY	\$ 224.39	\$ 673.17
3-		0	LS	\$ -	\$ -
4-		0	LS	\$ -	\$ -
5-		0	LS	\$ -	\$ -
Sub-Total					\$ 1,142.97
* Material Mark-up (10%)					\$ 114.30
Total w/Mark-up					\$ 1,257.27

Select Craft and/or Trade:	Employee Name	Quantity	Unit	Rates	Total
	Foreman_Operator_STR	8	HR	\$ 135.00	\$ 1,080.00
	Foreman_Operator_OT 1 HR Drive Time	1	HR	\$ 165.00	\$ 165.00
	Operator_Backhoe_STR	8	HR	\$ 165.00	\$ 1,320.00
	Operator_Backhoe_OT 1 HR Drive Time	1	HR	\$ 200.00	\$ 200.00
	Laborer_Skilled_STR	8	HR	\$ 125.00	\$ 1,000.00
	Laborer_Skilled_OT 1 HR Drive Time	1	HR	\$ 150.00	\$ 150.00
	Laborer_Skilled_STR Flagger	8	HR	\$ 125.00	\$ 1,000.00
	Laborer_Skilled_OT Flagger OT	1	HR	\$ 150.00	\$ 150.00
	Laborer_Skilled_STR Flagger	8	HR	\$ 125.00	\$ 1,000.00
	Laborer_Skilled_OT Flagger OT	1	HR	\$ 150.00	\$ 150.00
Total w/ Mark-up					\$ 6,215.00

Item No.:	Equipment Description	Quantity	Unit	Rates	Total
1-	Crew_Truck_F550	9	HR	\$ 73.00	\$ 657.00
2-	Backhoe_CAT_430E	8	HR	\$ 91.00	\$ 728.00
3-	Dump_Truck_5YD	9	HR	\$ 98.00	\$ 882.00
4-	Roller_Bomag_BW120AD	8	HR	\$ 50.00	\$ 400.00
5-	Equip_Trailer_SM	8	HR	\$ 7.00	\$ 56.00
6-	Skidsteer_Sweeper_Attachment	8	HR	\$ 65.00	\$ 520.00
7-	Dump_Truck_10YD	9	HR	\$ 122.00	\$ 1,098.00
8-	Equip_Trailer_LG	8	HR	\$ 21.00	\$ 168.00
For Flaggers 9-	Pickup_Truck_F250	9	HR	\$ 44.00	\$ 396.00
10-		0	HR	\$ -	\$ -
Sub-Total					\$ 4,905.00
Total w/ Mark-up					\$ 5,640.75

Item No.:	Sub-Contractor Extra Work	Quantity	Unit	Unit Price	Total
1-		0	LF	\$ -	\$ -
2-		0	LS	\$ -	\$ -
3-		0	LS	\$ -	\$ -
4-		0	LS	\$ -	\$ -
5-		0	LS	\$ -	\$ -
Sub-Total					\$ -
*****Sub-Contractor Mark-up (10%)					\$ -
Total w/ Mark-up					\$ -

TOTAL EXTRA COSTS \$ 13,113.02



PACE SUPPLY CORP
4569 E. HOME AVENUE
FRESNO CA 93703
559-251-7581

Quote#	1994912
Quote Date	04/15/24
Page#	1

QUOTATION

WEST VALLEY CONSTRUCTION 23183-00

P O BOX 5639
SAN JOSE CA 95150-5639

Ship To:

Expiration Date	05/15/24	Requested By	
FOB	ORIGIN	Prepared By	Bernie Howell bhowell@pacesupply.com
Online Quote	1994912	Salesperson	Bernie Howell bhowell@pacesupply.com
Job Name			

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Ln#	Part Number	Description	Price	Qty	Unit	Extended Price
>>> SEGMENT: 1 - 6 X 2 SERVICE						
1	RMC202S7602CC	202S 6.63-7.60 X 2CC PAINTED SADDLE W/2 SS STRAPS ROMAC	106.88	1	EA	106.88
2	FORFB10007NL	2 CC X COMP CTS PJ LF BRS CORP BALL STOP FORD	352.69	1	EA	352.69
3	WPP2100BLK	2X100 CTS 250PSI SDR9 BLACK PE4710	205.00	1	RL	205.00
4	FORCF3177NL	2 FLG X FIP LF BRS METER FLG FORD	84.63	1	EA	84.63
5	MTRFLGGASKET2	2 X 1/8 NEO DROP IN METER GASKET	3.91	1	EA	3.91
6	WBLBOLTSETMTR112	1 1/2 METER BOLT SET PLTD (4) 5/8 X 2 1/2, 2 GASKETS	5.78	1	PR	5.78
7	FORL4477NL	2 COMP CTS PJ LF BRS 90 FORD	294.48	1	EA	294.48
8	BLFCROSS2	2 LF CROSS BRASS	62.24	1	EA	62.24
9	NIPBR218	2 X 18 BRS NIPPLE	71.63	2	EA	143.26
10	BLF92	2 LF 90 ELL BRASS	22.32	2	EA	44.64
11	CHCG5TBOX	G5 BOX CONCRETE TRAFFIC 10-3/8ID*12	53.72	4	EA	214.88
12	CHCG5CW	G5 LID CI WATER TRAFFIC BOLT DOWN	40.36	4	EA	161.44
13	BLFB21	2 X 1 LF BUSHING BRASS	14.07	3	EA	42.21
14	FORB11444WNL	1 FIP X FIP LF BRS BALL VLV CURB STOP W/ LW FORD	122.77	3	EA	368.31
15	NIPBR1CLOSE	1 X CLOSE BRASS NIPPLE	3.50	3	EA	10.50
16	PFEFA1	1 PVC 80 SOC X FIP ADAPTER 835-010	5.73	3	EA	17.19
17	CLM2100L	1 GALV COMP CPLG LONG 440L05C	13.89	3	EA	41.67
18	PVPSCH801	1 X 20 PE PVC SCH80 PIPE	121.50	20	CF	24.30
						2184.01
>>> SEGMENT: 2 - 6 X 1 SERVICE						
19	RMC202S7601CC	202S 6.63-7.60 X 1CC PAINTED SADDLE W/2 SS STRAPS ROMAC	94.86	4	EA	379.44

Subtotal	
Estimated Sales Tax	
Estimated Freight	
Total	



PACE SUPPLY CORP
4569 E. HOME AVENUE
FRESNO CA 93703
559-251-7581

Quote#	1994912
Quote Date	04/15/24
Page#	2

QUOTATION

WEST VALLEY CONSTRUCTION 23183-00

P O BOX 5639
SAN JOSE CA 95150-5639

Ship To:

Expiration Date	05/15/24	Requested By	
FOB	ORIGIN	Prepared By	Bernie Howell bhowell@pacesupply.com
Online Quote	1994912	Salesperson	Bernie Howell bhowell@pacesupply.com
Job Name			

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Ln#	Part Number	Description	Price	Qty	Unit	Extended Price
20	FORF10004NL	1 CC X COMP CTS PJ LF BRS CORP KEY STOP FORD	73.97	4	EA	295.88
21	WPP1100BLK	1X100 CTS 250PSI SDR9 BLACK PE4710	58.13	4	RL	232.52
22	FORKV43444WNL	1 PJ X MN CTS LF BRS ANGLE KEY METER VLV W/ LW FORD	81.47	4	EA	325.88
23	FORC38442625NL	1 X 2 5/8 METER MN X MIP LF BRS CPLG FORD	22.42	4	EA	89.68
24	CHCB16BOX	B16 BOX CONCRETE W/KNOCK OUTS 12*22-1/4	55.54	4	EA	222.16
25	CHCN16RW	N16 LID CONC R-SERIES WATER BOLT DOWN	46.91	4	EA	187.64
26	FOR52	1 CTS SS INSERT FORD	2.35	8	EA	18.80
						----- - 1752.00 + Tax \$ 1386.90

Subtotal	3936.01
Estimated Sales Tax	328.66
Estimated Freight	
Total	4264.67

SHIP TO:

10810 ave 412 sultana
FOB SANGER/ ASHLAN / AUSTIN
FOB SANGER/ ASHLAN / AUSTIN
FOB SANGER/ ASHLAN / AUSTIN
FRESNO, CA 93706

SOLD TO:

WEST VALLEY CONSTRUCTION
PO BOX 5639
SAN JOSE, CA 95150

To ensure proper credit, please include remittance or
list invoice numbers on your check remittance and
send to:

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO: 98378-218231

INVOICE NO: 73940369

INVOICE DATE: 03/15/2024

INVOICE AMT: 2,332.53

ORDER: 24057

DUE DATE: 04/15/2024

INVOICE

***For Reference Only**

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES:	PERCENT:	AMOUNT:	SALES TAX:	TOTAL PRODUCT:	Pay this AMOUNT: \$2,332.53
		CALIFORNIA	6.00%	129.62	172.28	2,110.25	
		FRESNO	1.25%	27.00		TOTAL FREIGHT: 0.00	
		TRANSPORTATION AUTHORITY	0.50%	10.80	FEES:	TOTAL OTHER: 50.00	
TOTAL QUANTITY: 121.51		TOTAL LOADS: 5.00	PUBLIC LIBRARY	0.13%	2.70		
			OTHER	0.10%	2.16		

SALES REP		PO NUMBER		REF		CONTRACT NO.		TAX EXEMPT ID.		TERMS	
11744 Cindy Shipley										NET15THPROX - Payable in full by the 15th of each month following month of shipment	
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION		ORDER	BILL OF LADING		FOB		
73940369	03/15/2024	98378-218231	5085-132	SANGER SAND & GRAVEL		24057			PICKUP		

TICKET DETAIL						PRODUCT			FREIGHT			ADDED CHARGES			AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	
03/13/2024	13540795	JJ126	STANDARD STANDARD	16012 ENVFEE	* Native Base Rock Environmental Fee -Agg & Asphalt	T	24.66	17.00				L	1.00	10.00	419.22
	13540833	JJ126	STANDARD STANDARD	16012 ENVFEE	Native Base Rock Environmental Fee -Agg & Asphalt	T	24.33	17.00				L	1.00	10.00	413.61
	13540862	JJ126	STANDARD STANDARD	16012 ENVFEE	Native Base Rock Environmental Fee -Agg & Asphalt	T	24.02	17.00				L	1.00	10.00	408.34
							73.01								1,271.17
	13540885	JJ126	STANDARD STANDARD	31202 ENVFEE	* FILL SAND Environmental Fee -Agg & Asphalt	T	24.74	14.00				L	1.00	10.00	346.36
							24.74								10.00
															356.36
	13540762	JJ126	STANDARD STANDARD	31482 ENVFEE	STATE SAND Environmental Fee -Agg & Asphalt	T	23.76	22.00				L	1.00	10.00	522.72
							23.76								10.00
															532.72

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

SHIP TO:
fresno yard
18901 FRESNO
FOB SANGER/ ASHLAN / AUSTIN
FOB SANGER/ ASHLAN / AUSTIN
FRESNO, CA 93706

SOLD TO:
WEST VALLEY CONSTRUCTION
PO BOX 5639
SAN JOSE, CA 95150

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO: **98378-218231**
INVOICE NO: **73911578**
INVOICE DATE: **02/12/2024**
INVOICE AMT: **562.09**
ORDER: **24057**
DUE DATE: **03/15/2024**

INVOICE

***For Reference Only**

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES:	PERCENT:	AMOUNT:	SALES TAX:	TOTAL PRODUCT:	Pay this AMOUNT: \$562.09
		CALIFORNIA	6.00%	31.24	41.52	510.57	
		FRESNO	1.25%	6.51		TOTAL FREIGHT: 0.00	
		TRANSPORTATION AUTHORITY	0.50%	2.60		TOTAL OTHER: 10.00	
TOTAL QUANTITY:	5.49	TOTAL LOADS:	1.00	PUBLIC LIBRARY	0.13%	0.65	
				OTHER	0.10%	0.52	
SALES REP		PO NUMBER		REF	CONTRACT NO.	TAX EXEMPT ID.	TERMS
11744 Cindy Shipley		fresno yard					NET15THPROX - Payable in full by the 15th of each month following month of shipment
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FOB
73911578	02/12/2024	98378-218231	5085-221	SANGER HMA	24057		PICKUP

TICKET DETAIL						PRODUCT			FREIGHT			ADDED CHARGES			AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	
02/08/2024	20081273	WTB594	STANDARD STANDARD	457301 ENVFEE	* COLD MIX 3/8 SC8 Environmental Fee -Agg & Asphalt	T	5.49	93.00				L	1.00	10.00	510.57 10.00

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Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.



P.O. Box 30013

Raleigh, NC 27622-0013

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WEST VALLEY CONST CO INC

PO BOX 5639

CAMPBELL CA 95150

SPECIAL

FOR BILLING QUESTIONS PLEASE CALL

559-205-1322

JOB NAME: 2024 - WEST VALLEY CONST - FRE

SHIP TO:

WEST VALLEY CONST CO INC

2095 E Central Ave

709 W CALIFORNIA

Fresno CA 93725 US

For Reference Only*PAYMENT TERMS: NET 30 DAYS- A/R**

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
21174801 SO	371221		60340757	24	15127	Fresno Asphalt	989351	3/21/24	41979749	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
03/20/24	8389 *	1/2 HMA PG 64-10 15%RAP								
		30024055	9.24	TN	71.00	656.04				656.04
		ENVIRONMENTAL FEE (LOAD/EA			10.00				10.00	10.00
		30024068	9.07	TN	71.00	643.97				643.97
		ENVIRONMENTAL FEE (LOAD/EA			10.00				10.00	10.00
		30024084	4.22	TN	71.00	299.62				299.62
		ENVIRONMENTAL FEE (LOAD/EA			10.00				10.00	10.00
		SUBTOTAL	22.53			1,599.63			30.00	1,629.63

DETACH and Include this Return Portion with Payment



CUSTOMER NUMBER: 989351 WEST VALLEY CONST CO

INVOICE NUMBER: 41979749

REMIT TO:

MARTIN MARIETTA MATERIALS

PO BOX 677061

Dallas TX 75267-7061

PAYMENT DUE

\$1,765.72

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.

For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT



Outback Materials
4201 W. Shaw Ave., Ste. 106
Fresno, CA 93722
Order Desk: 559-293-3888
Office: 559-293-3880 • Fax: 559-721-5992
www.outbackmaterials.com

INVOICE

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CUSTOMER #	DATE	INVOICE NO.	PAGE
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WESTVA 03/25/24 145590 1

WEST VALLEY CONSTRUCTION
PO BOX 5639
SAN JOSE, CA 95150

***For Reference Only**

DATE	JOB NUMBER - JOB LOCATION - ADDRESS				PRICE	PER UNIT	TAX	TOTAL
	TICKET NO.	QUANTITY	UNIT	DESCRIPTION				
	000137	SULTANA WATER MAIN						
		PO#: 309727						
							DINUBA	
03/25	106-156572	* 9.50	CY	6.28SK CALTRANS CLASS 2	143.00	CY	113.43	1358.50
03/25	106-156572	1.00	LD	FUEL SURCHARGE	25.00	LD	2.09	25.00
03/25	106-156572	1.00	LD	CARB FEE	30.00	LD	2.51	30.00
03/25	106-156572	9.50	CY	ZONE DELIVERY CHARGE	45.00	CY	0.00	427.50
03/25	106-156574	3.50	CY	6.28SK CALTRANS CLASS 2	143.00	CY	41.79	500.50
03/25	106-156574	1.00	LD	FUEL SURCHARGE	25.00	LD	2.09	25.00
03/25	106-156574	1.00	LD	CARB FEE	30.00	LD	2.51	30.00
03/25	106-156574	3.50	CY	ZONE DELIVERY CHARGE	45.00	CY	0.00	157.50
		13.00		QUANTITY TOTAL				
				JOB TAX				164.42
				JOB TOTAL				2718.42

AMOUNT DUE ➡ 2718.42

City of Exeter Agenda Item Transmittal

Meeting Date: May 28, 2024

Agenda Item Number: I.5.

Wording for Agenda: Approval of Letter of Opposition for Assembly Bill No. 1886, as requested by the City Council to oppose California Assembly Bill (AB) No. 1886, an act to amend Sections 65585 and 65589.5 of the Government Code, relating to land use.

Submitting Department: Administration
Contact Name: Francesca Quintana
Phone Number: (559)592-9244
Email: fquintana@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar
☐ Regular Item
☐ Public Hearing

Review:

**City Administrator
(Initials Required)**

Department Recommendation:

Staff recommends that the City Council consider whether or not to direct staff to provide a letter of opposition for AB No. 1886.

Summary:

AB 1886 (Alvarez) removes a fundamental provision of housing element law where a city may disagree with HCD, explain why its housing element is in substantial compliance with the law and then adopt that housing element which is thereafter considered "in substantial compliance with housing element law."

For decades, cities have worked with HCD to draft housing plans that accommodate their fair share of housing at all income levels. These extensive and complex plans can take years to develop, include public involvement and engagement, and environmental review. Cities go to great lengths to ensure that their housing element substantially complies with the law, even if HCD disagrees. Current law acknowledges this fact by allowing cities to "self-certify" their housing element or take the issue to court and have a judge make the final determination of substantial compliance.

AB 1886 encourages "builder's remedy" projects by eliminating self-certification for the purpose of what it means to have a housing element "in substantial compliance with the law." The "builder's remedy" allows a developer to choose any site other than a site that is identified for very low-, low-, or moderate-income housing, and construct a project that is inconsistent with both the city's general plan and zoning. AB 1886 facilitates such projects for those cities that have a good faith disagreement based in substantial evidence.

Background:

AB No. 1886 was introduced by Assembly Member Alvarez on January 22, 2024. Per Assembly Bill No. 1886, "(1) The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. Existing law, commonly referred to as the Housing Element Law, prescribes requirements for a city's or county's preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine

whether the housing element substantially complies with the Housing Element Law, as specified.

If the department finds that a draft housing element or amendment does not substantially comply with the Housing Element Law, existing law requires the legislative body of the city or county to either (A) change the draft element or amendment to substantially comply with the Housing Element Law or (B) adopt the draft housing element or amendment without changes and make specified findings as to why the draft element or amendment substantially complies with the Housing Element Law despite the findings of the department. Existing law requires a planning agency to promptly submit an adopted housing element or amendment to the department and requires the department to review the adopted housing element or amendment and report its findings to the planning agency within 60 days.

This bill would require a planning agency that makes the above-described findings as to why a draft housing element or amendment substantially complies with the Housing Element Law despite the findings of the department to submit those findings to the department. The bill would require the department to review those finding in its review of an adopted housing element or amendment. The bill would create a rebuttable presumption of validity for the department's findings as to whether the adopted element or amendment substantially complies with the Housing Element Law. Because the bill would require planning agencies to submit specified findings to the department with an adopted housing element or amendment, the bill would impose a state-mandated local program.

This bill would provide that a housing element or amendment is considered substantially compliant with the Housing Element Law when the local agency has adopted a housing element or amendment and the department or a court of competent jurisdiction determines the adopted housing element or amendment to be in substantial compliance with the Housing Element Law. The bill would specify that a determination of substantial compliance continues until the department or a court of competent jurisdiction determines otherwise or the end of the applicable housing element cycle. The bill would provide that these provisions are declaratory of existing law.

(2) Existing law, the Housing Accountability Act, among other things, prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, a housing development project for very low, low-, or moderate-income households unless the local agency makes written findings as to one of certain sets of conditions, as specified. One set of conditions is that (A) the jurisdiction has adopted a housing element that is in substantial compliance with the Housing Element Law, and (B) the jurisdiction has met or exceeded its share of the regional housing need allocation for the planning period for the income category proposed for the housing development project. ~~This bill would provide that, for purposes of disapproving or conditionally approving a housing development project for very low, low-, or moderate-income households, a housing element or amendment is considered substantially compliant with the Housing Element Law when the local agency has adopted a housing element or amendment and the department or a court of competent jurisdiction determines the adopted housing element or amendment to be in substantial compliance with the Housing Element Law. The bill would specify that a determination of substantial compliance continues until the department or a court of competent jurisdiction determines otherwise or the end of the applicable housing element cycle. The bill would provide that these provisions are declaratory of existing law.~~

~~(3) The Housing Accountability Act also requires~~ *Existing law* subjects a housing development project to only be subject to the ordinances, policies, and standards adopted and in effect when a preliminary application was submitted, except as specified.

This bill would ~~provide that~~ *require* a housing element or amendment ~~must to~~ be considered in substantial compliance with the Housing Element Law only if the element or amendment was

determined to be in substantial compliance when a preliminary application or complete application was submitted, as specified. The bill would provide that this provision is declaratory of existing law. (4)

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement. This bill would provide that no reimbursement is required by this act for a specified reason.”

Formal placement on a future agenda of a letter of opposition for this bill was requested at the May 14, 2024, regular City Council meeting by motion made by Mayor Alves and seconded by Mayor Pro Tem Mills, the motion carried (5-0).

Fiscal Impact:

No fiscal impact associated with this action.

Prior Council/Board Actions:

On May 14, 2024, the City Council directed staff to bring back this Letter of Opposition.

Attachments:

- Assembly Bill No. 1886
- Draft Letter of Opposition

Recommended motion to be made by Council/Board: I move to direct staff to provide the discussed letter of opposition of AB 1886, an act to amend Sections 65585 and 65589.5 of the Government Code, relating to land use.

AMENDED IN ASSEMBLY APRIL 15, 2024

AMENDED IN ASSEMBLY APRIL 1, 2024

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

ASSEMBLY BILL

No. 1886

Introduced by Assembly Member Alvarez
(Coauthor: Assembly Member Wicks)

January 22, 2024

An act to amend Sections 65585 and 65589.5 of the Government Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

AB 1886, as amended, Alvarez. Housing Element Law: substantial compliance: Housing Accountability Act.

(1) The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. Existing law, commonly referred to as the Housing Element Law, prescribes requirements for a city's or county's preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine whether the housing element substantially complies with the Housing Element Law, as specified. If the department finds that a draft housing element or amendment does not substantially comply with the Housing Element Law, existing law requires the legislative body of the city or county to either (A) change the draft element or amendment to substantially comply with the Housing Element Law or (B) adopt the draft housing element or amendment without changes and make specified findings as to why the draft element or amendment substantially complies with

the Housing Element Law despite the findings of the department. Existing law requires a planning agency to promptly submit an adopted housing element or amendment to the department and requires the department to review the adopted housing element or amendment and report its findings to the planning agency within 60 days.

This bill would require a planning agency that makes the above-described findings as to why a draft housing element or amendment substantially complies with the Housing Element Law despite the findings of the department to submit those findings to the department. The bill would require the department to review those findings in its review of an adopted housing element or amendment. The bill would create a rebuttable presumption of validity for the department's findings as to whether the adopted element or amendment substantially complies with the Housing Element Law. Because the bill would require planning agencies to submit specified findings to the department with an adopted housing element or amendment, the bill would impose a state-mandated local program.

This bill would provide that a housing element or amendment is considered substantially compliant with the Housing Element Law when the local agency has adopted a housing element or amendment and the department or a court of competent jurisdiction determines the adopted housing element or amendment to be in substantial compliance with the Housing Element Law. The bill would specify that a determination of substantial compliance continues until the department or a court of competent jurisdiction determines otherwise or the end of the applicable housing element cycle. The bill would provide that these provisions are declaratory of existing law.

(2) Existing law, the Housing Accountability Act, among other things, prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, a housing development project for very low, low-, or moderate-income households unless the local agency makes written findings as to one of certain sets of conditions, as specified. One set of conditions is that (A) the jurisdiction has adopted a housing element that is in substantial compliance with the Housing Element Law, and (B) the jurisdiction has met or exceeded its share of the regional housing need allocation for the planning period for the income category proposed for the housing development project.

~~This bill would provide that, for purposes of disapproving or conditionally approving a housing development project for very low, low-, or moderate-income households, a housing element or amendment~~

is considered substantially compliant with the Housing Element Law when the local agency has adopted a housing element or amendment and the department or a court of competent jurisdiction determines the adopted housing element or amendment to be in substantial compliance with the Housing Element Law. The bill would specify that a determination of substantial compliance continues until the department or a court of competent jurisdiction determines otherwise or the end of the applicable housing element cycle. The bill would provide that these provisions are declaratory of existing law.

(3) The Housing Accountability Act also requires

Existing law subjects a housing development project to only be subject to the ordinances, policies, and standards adopted and in effect when a preliminary application was submitted, except as specified.

This bill would provide that *require* a housing element or amendment ~~must~~ to be considered in substantial compliance with the Housing Element Law only if the element or amendment was determined to be in substantial compliance when a preliminary application or complete application was submitted, as specified. The bill would provide that this provision is declaratory of existing law.

(4)

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.

State-mandated local program: yes.

The people of the State of California do enact as follows:

1 ~~SECTION 1. Section 65585 of the Government Code is~~
2 ~~amended to read:~~
3 ~~65585. (a) In the preparation of its housing element, each city~~
4 ~~and county shall consider the guidelines adopted by the department~~
5 ~~pursuant to Section 50459 of the Health and Safety Code. Those~~
6 ~~guidelines shall be advisory to each city or county in the~~
7 ~~preparation of its housing element.~~
8 ~~(b) (1) At least 90 days prior to adoption of a revision of its~~
9 ~~housing element pursuant to subdivision (e) of Section 65588, or~~
10 ~~at least 60 days prior to the adoption of a subsequent amendment~~



Office of the Mayor

100 North C Street – PO Box 237 Exeter, CA 93221
Phone: (559)592-9244

May 28, 2024

The Honorable Senator Shannon Grove
Member, California State Senate
1021 O St., Ste. Room 7150
Sacramento, CA 95814

RE: AB 1886 (Alvarez) Housing Element Law: Substantial Compliance
Notice of Opposition (*As of April 1, 2024*)

Dear Senator Grove,

The City of Exeter regrettably must oppose measure AB 1886 (Alvarez), because it turns its back to a fundamental provision of housing element law: A city may disagree with HCD; explain why its housing element is in substantial compliance with the law; and then adopt that housing element which is thereafter considered “in substantial compliance with housing element law.”

For decades, cities have worked with HCD to draft housing plans that accommodate their fair share of housing at all income levels. These extensive and complex plans can take years to develop, include public involvement and engagement, and environmental review. Cities go to great lengths to ensure that their housing element substantially complies with the law, even if HCD disagrees. Current law acknowledges this fact by allowing cities to “self-certify” their housing element or take the issue to court and have a judge make the final determination of substantial compliance.

AB 1886 encourages “builder’s remedy” projects by eliminating self-certification for the purpose of what it means to have a housing element “in substantial compliance with the law.” The “builder’s remedy” allows a developer to choose any site other than a site that is identified for very low-, low-, or moderate-income housing, and construct a project that is inconsistent with both the city’s general plan and zoning. AB 1886 facilitates such projects for those cities that have a good faith disagreement based in substantial evidence.

The City of Exeter opposes AB 1886 for various reasons including but not limited to; 1) it has a negative impact on local planning processes, 2) it streamlines the “builders remedy”, and 3) it could result in legal and financial risks. A City’s housing element plan is a time consuming and extensive project that should not be taken lightly.

The City of Exeter believes that AB 1886 is counterproductive. What is really needed is for HCD to partner with cities to provide meaningful direction that helps them finalize their housing elements and put those plans to work so that much needed housing construction can occur. For these reasons, the City of Exeter must **oppose AB 1886 (Alvarez)**.



Office of the Mayor

*100 North C Street – PO Box 237 Exeter, CA 93221
Phone: (559)592-9244*

If you have any questions, do not hesitate to contact me at falves@exetercityhall.com and (559)592-9244.

Sincerely,

Frankie Alves, *City of Exeter Mayor*

Cc: The Honorable David A. Alvarez
Raj Rakkar, rrakkar@calcities.org
League of California Cities, cityletters@calcities.org

City of Exeter Agenda Item Transmittal

Meeting Date: May 28, 2024

Agenda Item Number: I.6.

Wording for Agenda: Approval of Letter of Opposition for Senate Bill No. 1037, as requested by the City Council to oppose California Senate Bill (SB) No. 1037, an act to add Section 65009.1 to the Government Code, relating to Housing.

Submitting Department: Administration
Contact Name: Francesca Quintana
Phone Number: (559) 592-9244
Email: fquintana@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar
☐ Regular Item
☐ Public Hearing

Review:

**City Administrator
(Initials Required)**

Department Recommendation:

Staff recommends that the City Council consider whether or not to direct staff to provide a letter of opposition for SB No. 1037.

Summary:

SB 1037 (Wiener), would allow the Attorney General to take legal action against a city and seek fines up to \$50K a month for failure to adopt a compliant housing element or if the city does not follow state laws that require ministerial approval of certain housing projects.

Under existing law cities can be subject to significant fines and penalties for violating certain housing laws. However, before fines are imposed, a city has the ability to correct the action. Additionally, enhanced fines are not imposed unless the city fails to follow a court's order or acts in bad faith. Unfortunately, as currently drafted, SB 1037 does not provide an opportunity for cities to correct an honest mistake or address a genuine difference in interpreting the law. Even those jurisdictions acting in good faith could be subject to significant fines and be required to pay the Attorney General for all costs investigating and prosecuting the action, including expert witness fees and attorney's fees.

Background:

SB No. 1037 was introduced by Senator Wiener on February 06, 2024. Per Senate Bill No. 1037, "Existing law, the Planning and Zoning Law, requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. The Planning and Zoning Law requires the Department of Housing and Community Development (HCD) to determine whether the housing element is in substantial compliance with specified provisions of that law. The Planning and Zoning Law requires HCD to notify a city, county, or city and county, and authorizes HCD to notify the office of the Attorney General, that the city, county, or city and county is in violation of state law if the local government has taken action in violation of specified provisions of law. The Planning and Zoning Law also requires, among other things, that an application for a housing development be subject to a specified streamlined, ministerial approval process if the development satisfies certain objective planning standards.

This bill, in any action brought by the Attorney General, on behalf of HCD or in an independent capacity, to enforce the adoption of housing element revisions, as specified, or to enforce any state law that requires a city, county, or local agency to ministerially approve any land use decision or permitting application for a housing development project, as specified, would subject the city, county, or local agency to specified remedies, including a civil penalty of, at minimum, \$10,000 per month, and not exceeding \$50,000 per month, for each violation, as specified.

The bill would require that the penalties set forth in its provisions only apply when local land use decisions or actions are arbitrary, capricious, entirely lacking in evidentiary support, contrary to established public policy, unlawful, or procedurally unfair. The bill would require these civil penalties, as specified, to be deposited into the Building Homes and Jobs Trust Fund for the sole purpose of supporting the development of affordable housing located in the affected jurisdiction, except as provided, and would require that expenditure of any penalty moneys deposited into the fund under these provisions be subject to appropriation by the Legislature. In the event a city, county, or local agency fails to pay civil penalties imposed by the court, the bill would authorize the court to require the Controller to intercept any available state and local funds and direct those funds to the Building Homes and Jobs Trust Fund to correct the jurisdiction's failure to pay, as specified. The bill would make a related statement of legislative findings and declarations. The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities."

Formal placement on a future agenda of a letter of opposition for this bill was requested at the May 14, 2024, regular City Council meeting by motion made by Mayor Alves and seconded by Mayor Pro Tem mills, the motion carried (5-0).

Fiscal Impact:

No fiscal impact associated with this action.

Prior Council/Board Actions:

On May 14, 2024, the City Council directed staff to bring back this Letter of Opposition.

Attachments:

- Senate Bill No. 1037
- Draft Letter of Opposition

Recommended motion to be made by Council/Board: I move to direct staff to provide the discussed letter of opposition of SB 1037, an act to add Section 65009.1 to the Government Code, relating to Housing.

AMENDED IN SENATE APRIL 25, 2024

AMENDED IN SENATE MARCH 19, 2024

SENATE BILL

No. 1037

Introduced by Senator Wiener

February 6, 2024

An act to add Section 65009.1 to the Government Code, relating to housing.

LEGISLATIVE COUNSEL'S DIGEST

SB 1037, as amended, Wiener. Planning and zoning: housing element: enforcement.

Existing law, the Planning and Zoning Law, requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. The Planning and Zoning Law requires the Department of Housing and Community Development (HCD) to determine whether the housing element is in substantial compliance with specified provisions of that law. The Planning and Zoning Law requires HCD to notify a city, county, or city and county, and authorizes HCD to notify the office of the Attorney General, that the city, county, or city and county is in violation of state law if the local government has taken action in violation of specified provisions of law. The Planning and Zoning Law also requires, among other things, that an application for a housing development be subject to a specified streamlined, ministerial approval process if the development satisfies certain objective planning standards.

This bill, in any action brought by the Attorney General, on behalf of HCD or in an independent capacity, to enforce the adoption of housing element revisions, as specified, or to enforce any state law that requires a city, county, or local agency to ministerially approve any

land use decision or permitting application for a housing development project, as specified, would subject the city, county, or local agency to specified remedies, including a civil penalty of, at minimum, \$10,000 per month, and not exceeding \$50,000 per month, for each violation, as specified. *The bill would require that the penalties set forth in its provisions only apply when local land use decisions or actions are arbitrary, capricious, entirely lacking in evidentiary support, contrary to established public policy, unlawful, or procedurally unfair.* The bill would require these civil penalties, as specified, to be deposited into the Building Homes and Jobs Trust Fund for the sole purpose of supporting the development of affordable housing located in the affected jurisdiction, except as provided, and would require that expenditure of any penalty moneys deposited into the fund under these provisions be subject to appropriation by the Legislature. In the event a city, county, or local agency fails to pay civil penalties imposed by the court, the bill would authorize the court to require the Controller to intercept any available state and local funds and direct those funds to the Building Homes and Jobs Trust Fund to correct the jurisdiction's failure to pay, as specified.

The bill would make a related statement of legislative findings and declarations.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. The Legislature finds and declares all of the
- 2 following:
- 3 (a) California has a statewide housing shortage crisis.
- 4 (b) California's housing crisis stifles economic growth,
- 5 contributes to the homelessness epidemic, consumes an
- 6 ever-growing share of the paychecks of working families, and
- 7 holds millions of households back from realizing the California
- 8 dream of achieving housing security or home ownership.
- 9 Conversely, new construction of residences, particularly
- 10 multifamily homes, induces a chain of moves, ultimately adding

1 more housing units affordable to middle- and low-income
2 households.

3 (c) Restrictive zoning, land use planning, and burdensome
4 residential permitting practices and policies, at the local level in
5 particular, are a major cause of the shortfall between California's
6 housing needs and the available supply of housing. For example,
7 despite the obligations of local governments under the Housing
8 Element Law to update their general plans, including required
9 rezoning for additional sites to address projected housing needs,
10 numerous cities and counties continue to delay and, at times even
11 refuse, to undertake required actions to encourage, promote, and
12 facilitate the development of housing to accommodate the
13 established regional housing need. The absence of updated housing
14 elements that are substantially compliant with state law causes
15 unnecessary uncertainty and delay in approving housing
16 development applications. This cumulative delay causes many
17 local governments to continue to fall behind in meeting their share
18 of regional housing need.

19 (d) These restrictive practices and policies continue to persist
20 despite other statewide reforms to expedite, streamline, and
21 ministerially approve the planning and construction of housing of
22 all types, including housing affordable to persons and families of
23 lower income. While not exhaustive, these reforms can be found
24 in the following provisions:

25 (1) Accessory dwelling units, as described in Sections 65852.150
26 and 65852.2 of the Government Code.

27 (2) By-right housing, in which certain multifamily housing is
28 designated a permitted use, as described in Section 65589.4 of the
29 Government Code.

30 (3) Reduced time for action on affordable housing applications
31 under the approval of the development permits process, as
32 described in Article 5 (commencing with Section 65950) of Chapter
33 4.5 of Division 1 of Title 7 of the Government Code.

34 (4) Streamlining housing approvals during a housing shortage,
35 as described in Section 65913.4 of the Government Code.

36 (5) Streamlining agricultural employee housing development
37 approvals, as described in Section 17021.8 of the Health and Safety
38 Code.

39 (6) The Housing Crisis Act of 2019, as described in Chapter
40 654 of the Statutes of 2019 (Senate Bill 330).

1 (7) Allowing four units to be built on single-family parcels
2 statewide, as described in Chapter 162 of the Statutes of 2021
3 (Senate Bill 9).

4 (8) The Middle Class Housing Act of 2022, as described in
5 Section 65852.24 of the Government Code.

6 (9) The Affordable Housing and High Road Jobs Act of 2022,
7 as described in Chapter 4.1 (commencing with Section 65912.100)
8 of Division 1 of Title 7 of the Government Code.

9 (10) Housing element law requirements and required rezoning
10 to address unmet housing needs, as described in Chapter 974 of
11 the Statutes of 2018 (Senate Bill 828) and Chapter 358 of the
12 Statutes of 2021 (Assembly Bill 1398).

13 SEC. 2. Section 65009.1 is added to the Government Code, to
14 read:

15 65009.1. (a) In any action brought by the Attorney General,
16 on behalf of the Department of Housing and Community
17 Development or in an independent capacity, to enforce the adoption
18 of housing element revisions pursuant to the schedule set forth in
19 subdivision (e) of Section 65588, or to enforce any state law that
20 requires a city, county, or local agency to ministerially approve,
21 without discretionary review, any land use decision or permitting
22 application for a housing development project, the city, county,
23 or local agency shall be subject to the following remedies:

24 (1) A civil penalty of, at minimum, ten thousand dollars
25 (\$10,000) per month, and not exceeding fifty thousand dollars
26 (\$50,000) per month, for each violation, accrued from the date of
27 the violation until the date the violation is cured.

28 (2) (A) All costs of investigating and prosecuting this action,
29 including expert fees, reasonable attorney's fees, and costs,
30 whenever the Attorney General prevails in a civil action to enforce
31 any state laws under this section.

32 (B) Awards imposed pursuant to this paragraph shall be paid
33 to the Public Rights Law Enforcement Special Fund established
34 by Section 12530.

35 (3) (A) Other relief as the court deems appropriate, including
36 equitable and injunctive relief, provisional or otherwise.

37 (B) Any injunction, provisional or otherwise, ordered by the
38 court pursuant to this paragraph shall be deemed to be prohibitory,
39 and not affirmative.

(b) ~~The purpose of this section is to ensure that, where penalties set forth in this section shall only apply when~~ local land use decisions or actions are arbitrary, capricious, entirely lacking in evidentiary support, contrary to established public policy, unlawful, or procedurally ~~unfair~~, *unfair*. *The purpose of this section is to ensure* adequate remedies are available to ensure that state laws mandating streamlined, ministerial approvals related to housing development projects, and the timely adoption of housing element revisions, are promptly and faithfully followed.

(c) (1) Any civil penalty levied pursuant to this section shall be deposited into the Building Homes and Jobs Trust Fund for the sole purpose of supporting the development of affordable housing located in the affected jurisdiction. Expenditure of any penalty moneys deposited into the Building Homes and Jobs Trust Fund pursuant to this subdivision shall be subject to appropriation by the Legislature.

(2) Any penalty imposed pursuant to this section shall not be paid out of funds already dedicated to affordable housing, including, but not limited to, very low, low-, and moderate-income households.

(3) To the extent permitted under the California Constitution, in the event a city, county, or local agency fails to pay civil penalties imposed by the court, the court may require the Controller to intercept any available state and local funds and direct those funds to the Building Homes and Jobs Trust Fund to correct the jurisdiction's failure to pay.

(4) Notwithstanding paragraph (1), if the penalty moneys have not been expended five years after deposit, the penalty moneys may be used, upon appropriation, to finance newly constructed affordable housing units in the state without any geographic restrictions.

(d) The liability, penalties, and remedies imposed by this section are in addition to any other liability, penalties, and remedies imposed by any other law.

SEC. 3. The Legislature finds and declares that the lack of housing is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, the Legislature clarifies that

- 1 Section 2 of this act adding Section 65009.1 to the Government
- 2 Code applies to all cities, including charter cities.

O



Office of the Mayor

100 North C Street – PO Box 237 Exeter, CA 93221
Phone: (559)592-9244

May 28, 2024

The Honorable Senator Shannon Grove
Member, California State Senate
1021 O St., Ste. Room 7150
Sacramento, CA 95814

RE: SB 1037 (Wiener) Planning and zoning: housing element: enforcement
Notice of Opposition (As of April 25, 2024)

Dear Senator Grove,

The City of Exeter regrettably must oppose measure SB 1037 (Wiener), which would allow the Attorney General to take legal action against a city and seek fines up to \$50K a month for failure to adopt a compliant housing element or if the city does not follow state laws that require ministerial approval of certain housing projects.

Under existing law cities can be subject to significant fines and penalties for violating certain housing laws. However, before fines are imposed, a city has the ability to correct the action. Additionally, enhanced fines are not imposed unless the city fails to follow a court's order or acts in bad faith. Unfortunately, as currently drafted, SB 1037 does not provide an opportunity for cities to correct an honest mistake or address a genuine difference in interpreting the law. Even those jurisdictions acting in good faith could be subject to significant fines and be required to pay the Attorney General for all costs investigating and prosecuting the action, including expert witness fees and attorney's fees.

The City of Exeter opposes SB 1037 for several reasons including but not limited to; 1) it causes a financial burden, 2) it challenges local autonomy, and 3) it could have a negative impact on the community. Instead of creating new fines and penalties, lawmakers and the Department of Housing and Community Development should provide cities with clear guidance and technical assistance to help them finalize their housing elements and put those plans to work so much-needed housing construction can occur.

For these reasons, the City of Exeter must **oppose SB 1037**. If you have any questions, do not hesitate to contact me at valves@exetercityhall.com and (559)592-9244.

Sincerely,

Frankie Alves, *City of Exeter Mayor*



Office of the Mayor

100 North C Street – PO Box 237 Exeter, CA 93221
Phone: (559)592-9244

Cc: The Honorable Scott Wiener
Raj Rakkar, rrakkar@calcities.org
League of California Cities, cityletters@calcities.org

DRAFT

City of Exeter Agenda Item Transmittal

Meeting Date: May 28, 2024

Agenda Item Number: 1.7.

Wording for Agenda: Council authorization for the City Administrator to enter into a one-year agreement with Tulare County to provide emergency dispatch and communication services for \$135,705.00.

Submitting Department: Police
Contact Name: Chief Hall
Phone Number: (559)592-3103 ext. 2001
Email: jhall@exeterpd.com

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar
☐ Regular Item
☐ Public Hearing

Review:

**City Administrator
(Initials Required)**

Department Recommendation:

Staff recommends that Council authorize the City Administrator to enter into a one-year agreement with Tulare County to provide emergency dispatch and communication services for \$135,705.00.

Summary/Background:

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

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

EPD has been, and is currently receiving these services through an established contract with the Tulare County Sheriff's Office. These services were provided last year at an annual cost of \$121,165.00. This year there will be a 12% increase in cost. The City would not be able to provide these services any other way for this cost.

The current agreement is set to expire June 30, 2024. The new agreement would go into effect July 01, 2024 and expire June 30, 2025.

Fiscal Impact:

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

Prior Council/Board Actions:

The previous annual contract(s) have been approved by previous Councils.

Attachments:

- Copy of the proposed contract agreement.

Recommended motion to be made by Council/Board: I move that the Council authorize the City Administrator to enter into a one-year agreement with Tulare County to provide dispatch services for \$135,705.00.

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

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

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

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of July 1, 2024 and expires at 11:59 p.m. on June 30, 2025 unless earlier terminated in accordance with the provisions of this Agreement, or unless the Parties extend the term by a written amendment to this Agreement.

2. SCOPE OF SERVICES: See attached **Exhibit A**.

3. PAYMENT FOR SERVICES: See attached **Exhibit B**.

4. INSURANCE: COUNTY and CITY, each at their sole cost and expense, to protect against liability arising from any and all negligent acts or incidents caused by their employees, shall maintain during the term of this agreement Commercial General Liability and Professional Liability insurance in amounts not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, Automobile Liability (any auto) of one million dollars (\$1,000,000) per occurrence. If an annual aggregate applies it must be no less than two million dollars (\$2,000,000). COUNTY and CITY shall maintain evidence of workers' compensation and disability coverage as required by law. Coverage under such insurance shall be obtained from a carrier rated A, or better, by AM Best or a qualified program of self-insurance.

5. GENERAL TERMS AND CONDITIONS: See attached **Exhibit C**.

6. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

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

With a Copy to:
COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrell Ave.

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

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

CITY:

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

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

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

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

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

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

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

CITY OF EXETER

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

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

COUNTY OF TULARE

Date: _____

By _____

Larry Micari, Chair of the Board
Tulare County Board of Supervisors

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

By _____
Deputy Clerk

Approved as to Form
COUNTY COUNSEL

By _____
Deputy

Matter # _____

EXHIBIT A
SCOPE OF SERVICES
CITY OF EXETER

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

EXHIBIT B
PAYMENT FOR SERVICES
CITY OF EXETER

1. The annual cost for all services is \$135,705.
2. Billing by COUNTY will be submitted on an annual basis for services performed during the year, July 1, 2024 to June 30, 2025. COUNTY will send CITY an invoice by July 31, 2024. Payment will be due by the CITY to the COUNTY within 30 days after receipt of the invoice.

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

1. LIMITATION OF LIABILITY:

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

(b) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 1(c), IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID, AND AMOUNTS ACCRUED BUT NOT YET PAID, TO COUNTY PURSUANT TO THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$135,705, WHICHEVER IS LESS.

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

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

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

4. CONFLICT OF INTEREST:

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

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

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

5. INDEMNIFICATION AND DEFENSE:

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

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

6. TERMINATION:

(a) **Without Cause:** COUNTY may terminate this Agreement without cause by giving sixty (60) days' prior written notice to CITY of its intention to terminate under this provision, specifying the date of termination. CITY will pay to COUNTY the compensation earned for work performed and not previously paid for to the date of termination. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement.

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

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

In addition, COUNTY may terminate this Agreement based on:

(6) Material misrepresentation, either by CITY or anyone acting on CITY'S behalf, as to any matter related in any way to subject matters of this Agreement, Will misconduct by the CITY.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 10 days of written notice specifying the breach. If the breach is not remedied within that 10-day period then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 10- day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination. CITY will pay to COUNTY the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Exeter Agenda Item Transmittal

Meeting Date: May 28, 2024

Agenda Item Number: J.1.

Wording for Agenda: Review and approval of the final Public Safety Task Force report.

Submitting Department: Ad Hoc Public Safety Task Force

Contact Name: Vicki Riddle, Council Member
Justin Mills, Mayor Pro Tem

Phone Number: (559) 592-9244

Email: vriddle@exetercityhall.com, jmills@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

Review:

City Administrator
(Initials Required)

Department Recommendation:

Council Member Vicki Riddle and Mayor Pro Tem Justin Mills present the final Public Safety Task Force report to the City Council for review and approval. This report is intended to provide the task force's recommendations as they relate to the needs of the City's public safety services.

Summary/Background:

On January 24, 2023, the Exeter City Council discussed and provided direction regarding the development of an Ad Hoc Public Safety Task Force to include community involvement in evaluating public safety and advising the Council as requested and presented by Councilmember Riddle. Following discussion, it was the consensus of the Council to move forward with considering a resolution to form an Ad Hoc Public Safety Task Force.

At the February 14, 2023, Council Meeting, the Council adopted Resolution 2023-05, establishing the Ad Hoc Public Safety Task Force ("PSTF"). The PSTF was tasked with providing recommendations to the City Council related to the needs of the City's public safety services. The PSTF consisted of 2 members of the City Council (Mayor Pro Tem Mills and Council Member Riddle) with one community member appointed by each of the three remaining Council members to be community advisors to the PSTF. The PSTF met once per month on the second Tuesday of the month from 5:30-6:45 PM at Exeter City Hall. The PSTF conducted sixteen total in-person meetings in the span of one year. Four of those meetings were dedicated to Exeter's local Fire Fighting Station 11.

Attached to this report is the comprehensive final PSTF report which introduces and provides an overview of the committee, summarizes the issues and/or problems studied, provides the task force's conclusions and recommendations, and provides relevant appendices.

Fiscal Impact:

None.

Prior Council/Board Actions:

On January 24, 2023, the City Council discussed and provided direction regarding the development of a Public Safety Ad Hoc Task Force. At the February 14, 2024, Council Meeting, the Council adopted Resolution 2023-05, establishing the Ad Hoc Public Safety Task Force (PSTF).

Attachments:

- Final PSTF Report

Recommended motion to be made by Council/Board: I move to either: 1) approve the final PSTF report, OR 2) not approve the PSTF final report.
--



Public Safety Task Force (PSTF) Final Report

Approved by the Exeter City Council on MM/DD/YYYY



Foreword

By PSTF Chairwoman Vicki Riddle

This final report is a living and fluid document intended to provide a platform for future research and for ad hoc committees to springboard off from. Crime is ongoing, legislation will change, and the way Exeter adapts and responds to crime will look different than the way we adapt and respond today. It is my hope that this study will serve as a template for future Public Safety studies and that our descendant Councils will continue to review, update, and improve upon this study.

How Does Exeter Define Safety?

How do our Exeter citizens define safety? I conducted a random sample interview of forty-three people to get the answer to this question. Invariably, somewhere in the answer the words “feel” or “feeling” were included. So I asked myself, is safety a feeling? After spending months and months with meetings, data collection, interviews, research, guest speakers, focus topics, and much more, as the author of this report, I now begin with a hypothesis: safety is indeed a feeling regardless of data. If a parent doesn't feel safe with their child being alone, running to the Mercantile or Monarch Ford, or to get an ice cream, then no matter our data, Exeter, to that parent, does not feel safe. I cannot argue with a person's feelings.

I then followed up with a second question. “What will cause you to feel safer?” My sample participants answered in the following order of importance:

1. Greater visual police presence
2. Security cameras on Main Street and at our public parks
3. Community engagement of Police Officers

The conclusion: Our Exeter Police play the most vital role in our citizen's sense of safety and security.

I hope my rudimentary study will serve to inspire follow-up from one of Exeter's own to do a graduate or doctoral thesis in “Feelings of Safety in Rural California.” This would be a unique study indeed!

Author Acknowledgements

To the Exeter Police, thank you for your heart. You serve and you sacrifice. I will always be indebted to each of you. Thank you to my City Council colleagues for your support in the formation and conduction of this study. I feel honored to sit on the dais with each of you.

To my City Manager Adam Ennis and our City Attorney Julia Lew, you both kept me properly informed and legal. Thank you for contributing additional hours of advice, research, and time. Our City Clerk Francesca Quintana, thank you for the many edits topped with your special brand of patience. Serving with each of you is making me a better person! And thank you to Valeri Barnes for her help getting this document shined up.

To the PSTF team, my heartfelt thank you to each member of this task force. You gave up family time to show up, discuss, debate, ask questions, learn, and study public safety in Exeter. Additionally, you patiently sorted through multiple emails, schedules, agendas, and increased meetings as we completed our one-year study. You love Exeter and our City is better because of each of you!

Members of the Ad-Hoc PSTF

Justin Mills, *Mayor Pro Tem*
Chairwoman Vicki Riddle, *Council Member*

Community Advisors To The Ad Hoc PSTF

Jeff Wilson, *District A Community Advisor*
Troy Staib, *District B Community Advisor*
Ron Watson, *District C Community Advisor*



Vicki Riddle
Council Member
PSTF Chairwoman



Justin Mills
Mayor Pro Tem
PSTF Committee Member, Liaison to City Council

Contributing Citizens

Pam Whitmire
Richard Vandenburg
Sara Vandenburg
William Stimple
Jennifer Stimple
George Eddy, Exeter Union High School Superintendent
Beth Micari, Rocky Hill Elementary School Principal
Tara Sharp, Lincoln Elementary School Principal

City Staff Assigned to the Ad Hoc PSTF

John Hall, *Chief of Police*
Daymon Qualls, *Director of Public Works*



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Introduction & Overview

Councilman Riddle's Original Proposal to Council December 2022

Exeter Public Safety Task Force

- Public Safety Task Force – Councilman Riddle as Chair, and one other council member, Justin Mills, plus three community members selected by each of the non-sitting council members and open to the public. This will be the Task Force advising the City Council on Public Safety.
- Purpose of Task Force is to determine what the current public safety situation in Exeter is and provide recommendations to the Council to continue to support, improve, change policies, and budgetary expenses to support findings.
 - Determine what we're currently doing and if it's working well
 - Is Exeter safer than 3 years ago, 5, 10, 20?
 - Deep dive into crime statistics – how do we define safety? Are we comparing and using the same definitions of crime from past years to the present? What external factors are impacting crime rates in Exeter?
 - If Exeter identifies areas to improve safety, what action steps will help the City achieve a more secure community?
 - Needs assessment – Assets, technology, personnel
 - How will the City pay for needed investments?
 - Multi-year plan?
 - Bonds/Savings/Grants/Taxes/Fees/Sale of City Assets/Reprioritization of Budget – Revenue Generating
 - Continuing Fiscal Responsibility with limited resources – (IE City doesn't need a helicopter/swat team)
- After creation, appointments have been made, and all necessary administrative functions have been established, begin holding public sessions – monthly
- Receive testimony from Police Chief, DA, Fire to establish baseline, where we are, and understand historical information such as where we have been
- Review possible case studies and/or evaluate other comparable cities to determine best practices
- Receive recommendations from staff and community for equipment, personnel, programs for future budgets
- Staff formalizes testimony and recommendations into a report and presents to full Council for possible action

Ad-Hoc PSTF Process

The Public Safety Task Force (“PSTF”) was formed via Resolution No. 2023-05 to provide recommendations to the City Council related to the needs of the City's public safety services. The PSTF consisted of 2 members of the City Council (Mayor Pro Tem Mills and Council Member Riddle) with one community member appointed by each of the three remaining Council members to be community advisors to the PSTF. The PSTF met once per month on the second Tuesday of the month from 5:30-6:45 p.m. at Exeter City Hall. The PSTF conducted twelve (12) meetings the span of one year. Four of those meetings were dedicated to Exeter's local Fire Fighting Station 11.

Following each meeting, Council Member Riddle sent out the prior meeting minutes, adjusted the following agenda to the suggestions and current identification of needs analysis, conferenced with the City Administrator and City Attorney as needed, requested administrative support from the City Clerk, scheduled and conferenced with the guest speaker for the following meeting, and together created an outline to be included in the following meeting agenda. She then emailed the new agenda to committee members and City Staff and meeting

reminders. At every Council Meeting, Council Member Mills gave an update on PSTF activity and answered any questions from the Council and/or public. We recognized that Exeter is rich in agricultural history, art, diversity, and culture. Our community extends to the Lincove UC Riverside Agricultural Extension which boasts numerous positive attributes to Exeter including agricultural vitality. Exeter's cultural diversity, and artistic creativity can be seen by the establishment of the CACHE Art Gallery and Museum, mural beautification project, and various community presentations that continue to maintain Exeter's reputation of a "hidden gem" with small-town charm.

Actual Calendar Schedule

February 2023 – Creation of Task Force and Seating of Members

March 2023 – Administrative Actions/Purpose of Task Force.

April 2023 – Review Public Safety Statistics, Officer retention housing/relocation incentives.

July 2023 – None due to member vacations.

August 2023 – Tulare County Chief Charlie Norman presentation regarding Fire Public Safety strengths, weaknesses, opportunities, and plan.

September 2023 – Public Safety Data Presentation.

October 2023 – Review Funding Options.

November 2023 – Draft Report with Findings.

December 2023 – Holiday.

January – February 2024 – Finalize report, add additional meetings/speakers as needed to achieve report goal.

March – April 2024 – Report Writing.

May 2024 – Report to City Council

Approach

The PSTF approach was four-pronged:

Prevention
Partnerships
Intervention
Involvement

Prevention

Prevention through Partnerships; the following programs are an example of community partnerships with law enforcement.

1. *Neighborhood Watch*. These programs are for neighborhood crime prevention and community awareness. This program opportunity was presented at the first PSTF meeting. “Alert neighborhoods help prevent crime” is this program's motto.
2. *Officer Nitro*. Exeter's kid friendly communication source of “see something, say something” education plus more. Officer Nitro is invited to many of Exeter's events.
3. *Exeter Union High School (“EUHS”) Resource Officers*. Two Exeter Police Officers are stationed at EUHS. The PSTF recommends that the Resource Officers provide updates to the City Council during Council Meetings as needed.

Partnerships

The PSTF acknowledges establishing partnerships between different agencies and organizations involved in crime prevention and intervention. These collaborations facilitate information sharing, resource allocation, joint operations, and problem-solving among law enforcement, the justice system, social services, healthcare, businesses, media, and community groups.

Intervention

The PSTF recognizes that Exeter is a small rural community with limited services and resources. However, we embrace a referral action plan which includes social services, as demonstrated below.

1. Exeter Courage to Change—troubled and at-risk youth referral source.
2. Encouraging community programs to empower and engage residents as stakeholders in crime prevention and intervention. These initiatives can promote civic participation, neighborhood watch, volunteerism and other forms of collective action and dialogue.
3. Referral to larger communities with social services offered. This is also currently ongoing through our local law enforcement.
4. Prioritizing crime prevention programs to address crime prevention and risk factors of criminal behavior. These programs can offer education, employment opportunities, healthcare, housing, counseling, mentoring, recreation, and other services to individuals and families at risk in the community.
5. Implementing intervention programs that aim to curb ongoing criminal behavior by providing alternatives or consequences for offenders. These initiatives can encompass diversion programs (such as drug treatment or community service) or rehabilitation programs (counseling or vocational training) for individuals willing to change. They should also bolster enforcement and prosecution for those who resist rehabilitation.

Involvement

The PSTF recommends encouraging community programs to empower and engage residents and stakeholders in crime prevention and intervention. These initiatives can promote civic participation, neighborhood watch, volunteerism, mediation, restorative justice, and other forms of collective action and dialogue.

The PSTF views Exeter residents as stakeholders in our Public Safety. As a collective, we beneficially encourage community programs to empower and engage residents again, as stakeholders in crime prevention and intervention. This will promote civic participation, such as neighborhood watch, volunteerism, and other forms of collective action and dialogue. We hope that as the Exeter City and Police budgets allow, Exeter PD will again be able to re-start/create new programs such as the Police Volunteer Service Program and join regional task forces, and/or create a gang task force as needed. PSTF prioritized crime prevention programs to address crime prevention and risk factors of criminal behavior involving police staff for outreach. The PSTF recognizes our current budget limitations. We recognize that establishing partnerships between different agencies and organizations involved in crime prevention leads to prevention and intervention. These collaborations facilitate information sharing, resource allocation, joint operations, and problem-solving among law enforcement, the justice system, social services, healthcare, businesses, media, and community groups.

*See “City of Exeter’s Grand Jury Inquiry regarding referrals on page 10.

A “Q&A” was conducted with Exeter Police Chief John Hall to aid as analysis for the report (see below his responses in italics).

February 22, 2024 Q&A With Chief John Hall

1. Are we up to date with technology? Are we meeting technology objectives?

We are compliant at levels representative of the size of our city.

2. Could we use Radar equipped patrol cars?

While I appreciate the suggestion, radar equipped patrol cars are not something we have need for. We would be much better served with license plate readers or similar technology but there are also privacy concerns that go along with this technology.

3. Do you need more patrolling officers?

We have eighteen allocated sworn Peace Officers. As of 05/20/24, two of those positions will be completely vacant, one of those positions will be in the police academy, one is out on leave, and one is in field training. This means out of eighteen allocated positions, only 13 are currently available for staffing. In February 2024, with the loss of two Sergeants and a Lieutenant. We lost forty-two years of law enforcement experience—forty-two years servicing the community of Exeter.

4. Are critical tasks not being met because allocated positions are not being filled? Example: Are investigations being completed? Is there an increase in burglaries, retail theft, increase in crime in general due to lack of police presence?"

Investigations are being completed. Asking for a conclusion regarding any increase in crime—that cannot be made and even then, it would be extremely subjective.

5. Are we exhausting the budget so that we can allocate for the next year?

We work to stay within whatever our allocated budget is.

6. Do you need to replace equipment?

Ten vehicles purchased and put into service all at the same time means ten vehicles that would be coming due for replacement all at the same time.

7. If we are behind in building maintenance and office repairs, does this come out of the administrative budget?

It comes out of the PD budget.

8. Does Exeter have policy and procedures for collaboration with our ambulance department?

We have procedures we follow whenever we work with other agencies.

9. Does Exeter need a Gang Task Force? Does Exeter need to create protocols for a Gang Task Force?

We do not have the resources to create a Gang Task Force.

10. If crime is down across the board, is it still too high for Exeter?

This question is very subjective as people's opinion as to what constitutes "too high" will vary greatly. The PD will always be working to reduce crime regardless of where it is currently at.

11. Do you need new technology?

Always. Technology is continuously advancing and trying to keep up is extremely challenging as well as expensive.

12. Do you need more patrolling officers? Specific please.

Yes. We can always use additional positions, but the most important thing is to fill the allocated positions we currently have.

13. Do you need to replace equipment?

Yes. While we are sitting in pretty good shape in terms of individual officer equipment, we need to replace several patrol vehicles as well as office equipment and building repairs. We do have a vehicle replacement program in place, but we are behind due to the Department making a single large purchase approximately ten years ago. Needless to say, when a large purchase is made all at once, those items also tend to come due for replacement all at once.

14. Do you need to join regional task forces such as gang task force?

Joining various multi-agency programs that target such activities as gangs, auto-theft, drugs, gun violence, etc. can be very beneficial but we have to be able to staff our basic patrol needs first.

15. Lastly, Do you have enough personnel to achieve your/our recommendations?

While I do not know what your or Council's specific recommendations are, the simple answer is no. We currently have several vacancies as well as personnel who are out on worker's comp. These vacancies make it very challenging to meet the basic needs of the Department and our Community.

***City of Exeter Response to Grand Jury Inquiry Regarding Improving Social Services and Resources**

Below is a quote that was discussed at a PSTF meeting regarding the City's efforts to improve its offering of social services and/or resources.

"Current estimates for the number of homeless in Exeter is at about 12 and has been relatively consistent for the last 4 to 5 years. The city has developed information to provide the homeless population to help them in getting assistance where needed. Our Police Department has taken the lead on this by meeting with other Tulare County agencies to learn about what resources are available within the county, where to find them, and how to access them. The Police Department has developed fliers to provide the homeless so that they have the information they need to get assistance. The Police Department has also met with the police department homeless teams in other cities where there is a larger homeless population to learn how they have assisted them.

There are some medical services provided by Kaweah Health Care clinics located in Exeter and the community also has a Food Link of Tulare County and Exeter Food Closet that provides food for the homeless. Several of the churches in town also provide items such as clothing and other items for the homeless. Although Exeter has not had a site ready to qualify for a low-income housing project recently, the City Council has provided Exeter's designated portion of Permanent Local Housing Allocation (PLHA) funding to neighboring agencies for completion of low-income housing projects. Through this allocation, approximately \$300,000 was provided to the City of Farmersville Los Arroyos housing project and \$200,000 to the Mt. Whitney Senior Housing rehabilitation in Lindsay. As part of the Exeter Housing Element Update that is currently in process, the city has been in coordination and review with Tulare County and Self-Help Enterprises to identify and develop future housing projects in Exeter to meet housing needs in the community."

Crime Data

The PSTF utilized the below Crime and Activity Statistics to form its analysis, findings and recommendations. The complete statistics including graphs are attached to this report as an appendix.

Exeter Police Department Crime and Activity Statics

CRIME REPORTS	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Homicide	1	0	0	0	1	0	0	1	1	3	1
Rape	3	2	1	1	4	3	5	4	2	3	2
Robbery	4	3	7	3	6	4	5	4	2	1	3
Assault - Aggravated	10	15	12	15	9	9	14	17	10	15	3
Assault - Simple	54	62	64	56	53	48	37	27	39	45	34
Domestic Violence	42	45	45	55	49	64	47	44	63	45	56
Burglary	73	91	115	84	54	50	56	34	29	27	38
Auto Theft	21	20	34	36	32	35	28	35	34	17	41
Grand Theft (Over \$400)	23	28	32	27	29	34	38	65	78	67	32
Petty Theft (Under \$400)	157	186	182	143	117	160	158	112	97	95	117
Other Felonies	210	225	184	163	145	162	186	157	134	179	150
Other Misdemeanors	538	581	577	631	517	517	532	579	630	501	594
TOTAL CRIME REPORTS	1136	1258	1253	1214	1016	1086	1106	1079	1119	998	1071

TRAFFIC DIVISION

Non-Injury - Traffic Accident	58	56	71	71	64	58	60	49	51	46	43
Injury - Traffic Accident	9	16	15	14	16	11	17	8	7	9	4
Fatal - Traffic Accident	0	0	0	0	0	0	0	0	0	0	0
TOTAL ACCIDENT REPORTS	67	72	86	85	80	69	77	57	58	55	47
Miscellaneous Reports	466	554	599	543	580	636	646	628	629	577	697
TOTAL REPORTS	533	626	685	628	660	705	723	685	687	632	744

ARRESTS

Felony	155	167	118	122	100	95	142	122	93	115	92
Misdemeanor	209	259	270	321	245	263	215	230	270	177	148
DUI - Alcohol/Drugs	27	22	33	26	49	32	27	48	39	19	23
UTI - Drugs	26	26	22	12	25	27	35	60	32	6	20
Warrants - Felony	55	64	36	44	37	38	32	39	45	45	29
Warrants - Misdemeanor	124	99	129	117	114	113	148	158	169	159	203
TOTAL ARRESTS	596	637	608	642	570	568	599	657	648	521	515
Adult	535	554	551	569	518	524	569	593	622	497	497
Juveniles	61	83	57	73	52	44	30	13	27	21	20
Miscellaneous											
Traffic Cites	734	747	316	546	345	282	317	325	418	226	245
Parking Cites	73	78	26	63	125	171	150	124	239	100	426
Property Lost/Stolen	30191	348288	405747	291940	376036	613949	445739	517979	611828	414677	519986
Property Recovered	170991	131173	189803	118219	232628	231074	116631	159219	265358	136667	163699

Crime and Activity Statistics Analysis

Analyzing the eleven years of data provided, it appears that over half of the individual classifications have varied consistently around the eleven-year average. The averages also correlate closely with the median in most classifications, indicating that the data are normally distributed. With that stated, several classifications indicate a trend. Simple assaults, burglary, petty theft (under \$400), other felonies, non-injury traffic accidents, injury traffic accidents, felony, misdemeanor, and traffic sites are indicating a decreasing trend, while warrant-misdemeanor, parking sites and property loss or stolen are indicating an increasing trend. When the classifications are grouped and totaled, the totals varied around the eleven-year average and the averages also correlate relatively closely with the median.

These conclusions are based solely on analysis of the eleven years of data provided. The analysis was only mathematical in nature and does not incorporate any type of law enforcement or crime analysis.

Challenges

The PSTF found that the biggest challenge facing public safety today is **Police Recruitment and Retention**.

The PSTF devoted many hours to developing ideas on how to recruit and retain police and developed the below action plan for police.

1. *Police Academy Scholarship*. A scholarship funded by Community Service Clubs for a Public Safety high school scholarship program sponsoring a high school student to go through the police academy with the hope of potential long-term employment at Exeter Police Department.
2. *Homes for Heroes*. Homes for Heroes is a vendor service that accesses many various incentive housing loans for law enforcement.
3. *¹Police Benefits*
 - a. Experience pay; officers with experience enter at higher step.
 - b. Broaden the steps from 5 to 8 steps for upward mobility.
 - c. First time homebuyers program for police officers.
 - d. Relocation assistance.
 - e. Cadet Recruitment from EUHS to COS to police academy. Community sponsored scholarship.
 - f. Available and affordable housing.
 - g. Education incentive for advance training.
 - h. OES to provide specialized training for an Exeter gang unit.

¹ Council Member Riddle and Mayor Pro Tem Mills recorded line-item requests regarding police benefits but did not directly discuss, encourage, or advocate for the proposed benefits.

Conclusion & Recommendations

The PSTF is recommending that the City Council continue to implement collaborative approaches involving prevention, intervention, partnerships, and community involvement as summarized below. This concerted effort can potentially help Exeter overcome officer recruitment and retention challenges and make Exeter a safer and even more appealing City for all.

Prevention: Prioritizing crime prevention programs to address the crime prevention and risk factors of criminal behavior. These programs can offer education, employment opportunities, healthcare, housing, counseling, mentoring, recreation, and other services to individuals and families at risk in the community.

Intervention: Implementing intervention programs that aim to curb ongoing criminal behavior by providing alternatives or consequences for offenders. These initiatives can encompass diversion programs (such as drug treatment or community service) or rehabilitation programs (counseling or vocational training) for individuals willing to change. They should also bolster enforcement and prosecution for those who resist rehabilitation.

Partnerships: Establishing partnerships between different agencies and organizations involved in crime prevention and intervention. These collaborations facilitate information sharing, resource allocation, joint operations, and problem-solving among law enforcement, the justice system, social services, healthcare, businesses, media, and community groups.

Community Involvement: Encouraging community programs to empower and engage residents and stakeholders in crime prevention and intervention. These initiatives can promote civic participation, neighborhood watch, volunteerism, mediation, restorative justice, and other forms of collective action and dialogue.

Final Recommendations to Council as presented by Council Member Justin Mills

1. **Requesting Council endorsement of the Police Academy Scholarship Program** by Community Service Clubs. This effort will be ongoing and communicated through the volunteer services clubs (Kiwanis) and our Police Chief.
2. **Review all large City Contracts** over 20k organized in a spread sheet system with the purpose of identifying potential cost savings. Such a system will show contracts that are evergreen or contracts that are up for bid.
3. **Periodic updates to council regarding EUHS school safety officer** data as part of Public Safety comments.
4. **Crime Blotter** (see attachment 2).
PSTF sees this as a valuable service to our community. This is a free online enrollment service and free to the city. The enrollee would receive Exeter's weekly crime data. PSTF recognizes that we do not currently have the police staffing to input data to conduct such a service. We recommend to council that this be considered as a future service to be incorporated as staffing allows. (The City of El Cerrito, population 25k, was used as an example.)
5. **Volunteer in Police Service**, (VIPS program). PSTF along with the Exeter Police department recognizes that a volunteer police service would enhance our department by being tasked with light duties while freeing officers to their law enforcement tasks. PSTF recognizes that Exeter must have increased police staffing to employ such a needed program.

6. Conduct an in-house study on morale for Public Safety employees and City Employees. What is the city doing that is good? What can the city do better?

Follow Up Study

Future information completion:

1. More definitive guidelines from PD with description of Scholarship to provide to service clubs
2. Correlation study of police staffing to overlay on crime data
3. Is a town's intolerance to crime driven by a town's culture?
 - A. It was recommended to me by a Tulare County Supervisor to think outside of the box when it came to doing comparative analysis as we frequently compare Exeter to Woodlake to Lindsay, to Farmersville. He suggested I compare Exeter to Windsor for example. But I've never been to Windsor. I am most familiar with El Cerrito where I grew up and I am currently working with two of their council members on the State Environmental Policy board. I travel there for holidays. El Cerrito is a town of 25,000, with a median income of \$135,000 with half the poverty rate of Exeter. Hold on, their crime rate is double that of Exeter. Their police staffing stays at 100%. When I asked people in El Cerrito, is it safe here? I heard these answers: 'You have to know where you're going and the time.' 'As a student at ECHS, no I didn't feel safe in high school'. 'I don't let my parents ride BART anymore.' Crime is essentially imported to this beautiful town from bordering towns, such as Oakland. With complete pride in Exeter and her citizens I suggest this hypothesis for future study: "There is a culture of safety. I tip my hat to our City Moto: 'Protect, preserve, promote Small Town America.' Without realizing it, each Exeter resident is called on as an ambassador to promoting small town America which is synonymous with safety."



Public Safety—Fire Fighting

The PSTF also devoted many hours to developing ideas on how to benefit its fire program and developed the below action plan for fire. Though Tulare County Fire is a separate contracted service, PSTF did devote four (4) meetings (two of those meetings were in the Exeter Fire Bay) to general education. Also discussed was the Fire Explorers Program at EUHS.

1. *Fire Explorer Scout Program.* This will begin in 2024 hopefully with Exeter's Captain Jackson, which is a form of Fire Service recruitment at EUHS.

Four meetings were devoted to Exeter Firefighting:

PSTF conducted 4 total meetings with Tulare County Fire this included Chief Norman for 2 meetings and Chief McLaughlin, Chief Van Grau, Chief Smith, Chief Reggie and Captain Jackson.

Tulare County Fire, Chief Charlie Norman was appointed county chief in 2007

- Exeter switched to the county for fire service from Cal fire. We had 1166 calls last year 58% of them were from Exeter annually.
- The city pays for half of the staffing of county residents.
- The county has dispatch with TCSO Goshen station under construction.
- Newer, rigs, secure stations to be refurbished.
- County costs has tripled over the years.
- The fire scope overseas mutual aid, OES.
- Chief McLaughlin incident complexity, met by increased training.
- Recruitment and retention is one of the largest challenges

• Example:

131 applicants - 59 declined, 18 did not show up, 8 were offered jobs and said 'no'. Currently there are 35 in the background being processed

- Tulare County Fire has the ability to hire 400 firefighters for extra help
- There are six vacancies for full-time fire employment
- Requirement is 18 years old, with 160 hours training. They can schedule themselves.
- Full time requirement: 18 years old with one year of college COS or Porterville Jr College.
- Mike Schearer stated 1,258 of calls originate from 'extra help' volunteers. These volunteers are required to be physically in the station at the time a fire call for request is made as opposed to the past practice of volunteers taking fire call from their place of residence.
- 70% of the county Fire employees were volunteers.

- Average age of the volunteer is 35 to 45 years old. 68% of the fire fighters are this age.
- Less than 10% are older than 45
- 70% of County fire employees were volunteers at one time
- Mutual Aid with 17 agencies

Jackson of Exeter Fire station #11. Captain Jackson is very happy at the support of Exeter's PSTF for public safety firefighting. Captain Jackson is working hard to bring about an Explorer Pathway program to EUHS, to equip our students with a bright future upon graduation. He feels confident that our pathway program will be up and running at EUHS within 2-3 months!

Trivia:

Did you know that the Explorer Program is part of the Boy Scouts of America and accepts candidates up to age 21? The Scouting/Explorer program equipped Heath Grimm to go from high school to Porterville's Firefighter 1 Academy. Also of great benefit is the preparedness this program will provide for those applying to the Tulare County Extra Help Firefighter Academy, This January Exeter will receive 3 graduates from Extra Help Fire Academy plus 2-3 graduates of the Firefighter 1 academy will be assigned to Station #2 off of Rd.256.

Explorer Program for firefighting:

EUHS Superintendent states an Explorer Fire Fighting program is the best fit for EUHS and supports this. Pointed out is that additionally a graduate of a Firefighter Explorer program would be a good candidate for the T.C. Extra Help Firefighter Academy (see #4*)

4. Educating our high-school seniors of the Tulare County Extra Help Fire Academy

This program information is given to Mr. Eddy to place in our EUHS Career Department. A graduating Fire Explorer will be a good candidate for this county program*

Firefighting Action Plan:

1 Action plan: Support EUHS for a CTE Career Technical

Education pathway program partnering with EUHS to provide an on-campus pathway program for First Responders. Fire Recruitment and Retention: PSTF brought a team together to make this a possibility. Information through Tulare County Fire and EUHS Superintendent Eddy was provided.

2 Action Plan: Fire Explorer Scout program. This will begin in 2024 hopefully with Exeter's Captain Jackson which is a form of Fire Service recruitment at EUHS: Through discussions with Exeter/Tulare County EUHS staff and Superintendent Eddy this program was given revived enthusiasm.

Appendices

Exeter Police Department Crime and Activity Statistics

Estimated Expenses for Attending Basic Police Academy

Police Grants Lexipol News Article

PSTF Timeline

Information Regarding Flock Safety

Salary Survey

Stats from Surrounding Cities

Photos

Appendix: Exeter Police Department Crime and Activity Statistics

Exeter Police Department Crime and Activity Statics

CRIME REPORTS

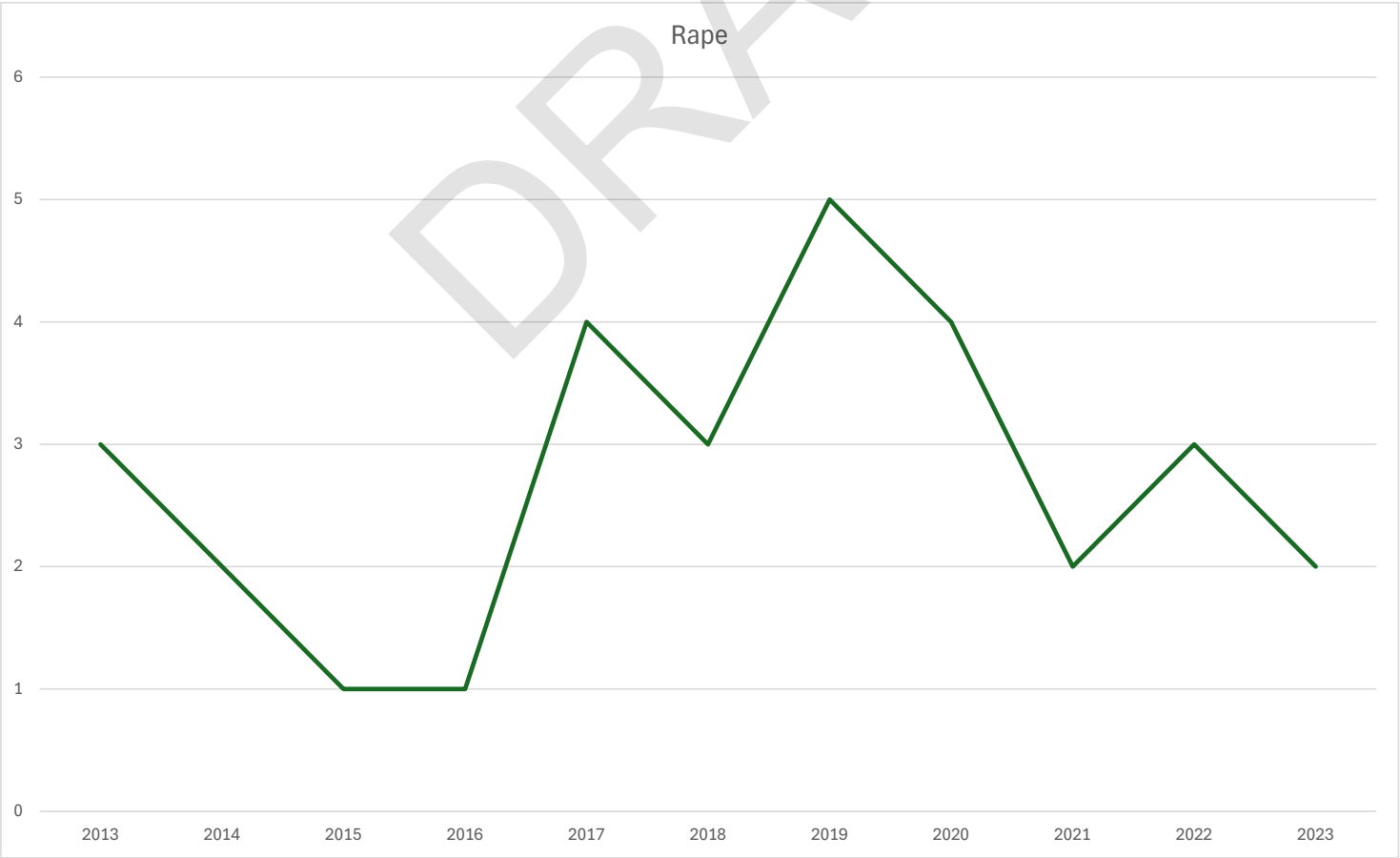
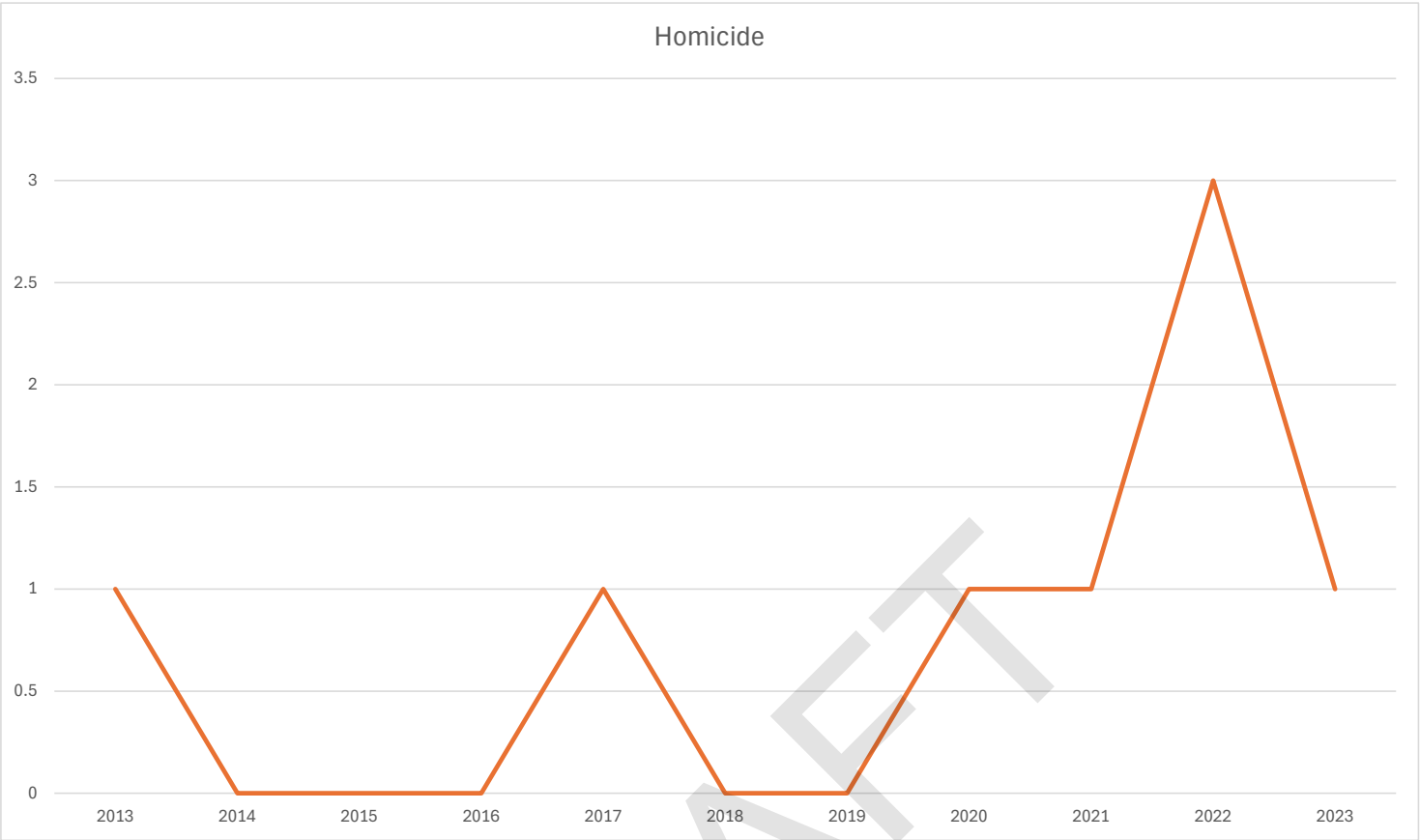
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TRAFFIC DIVISION

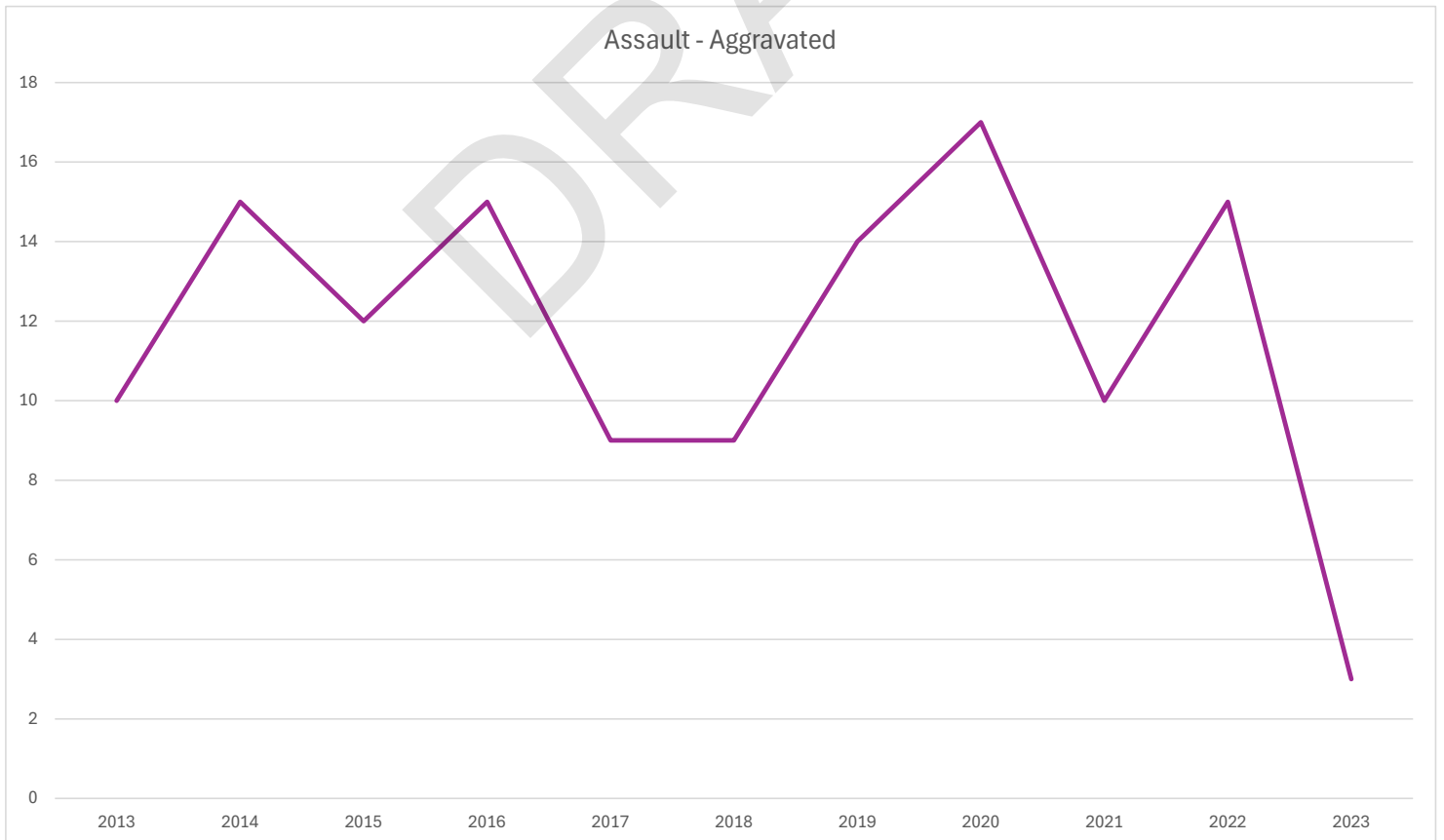
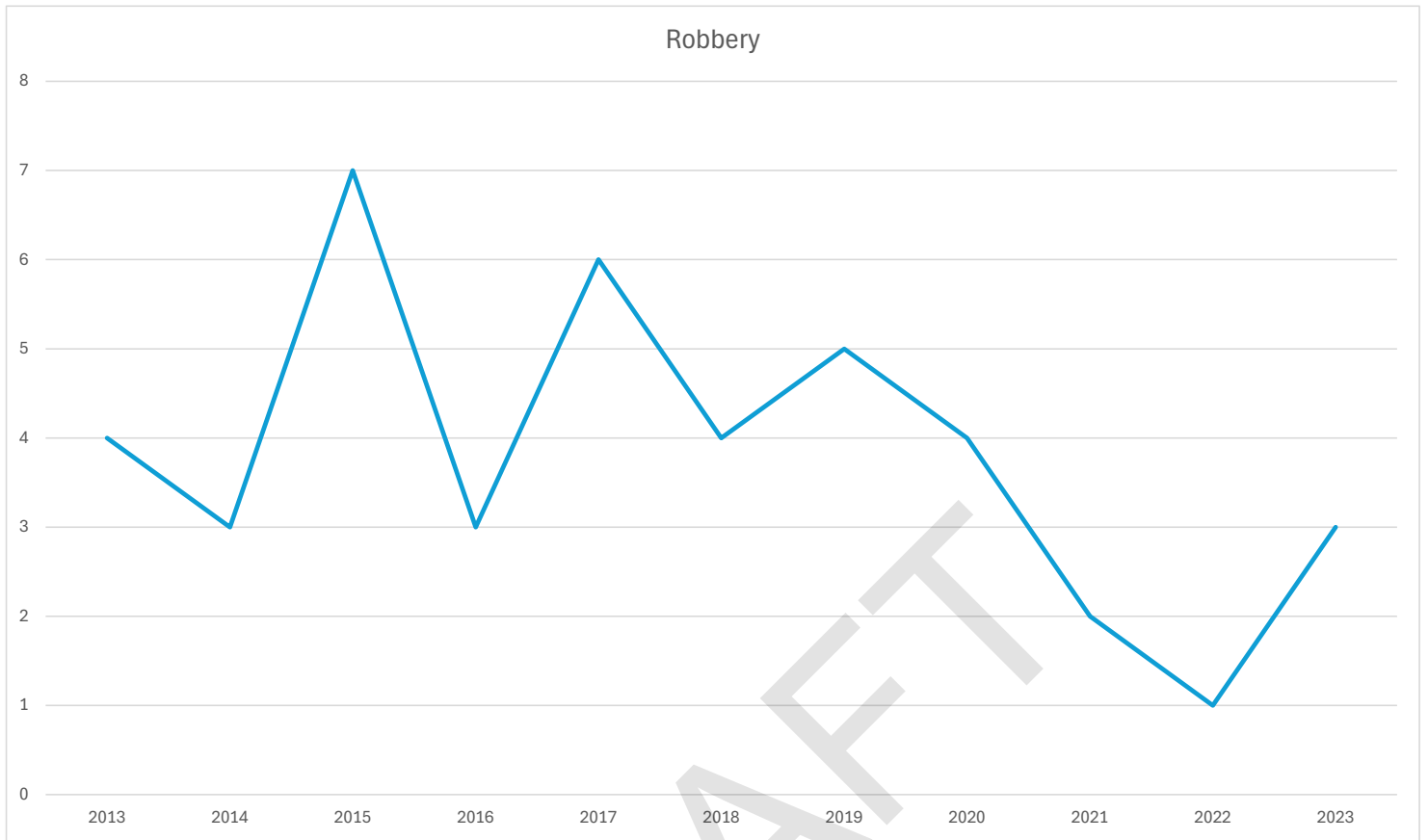
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ARRESTS

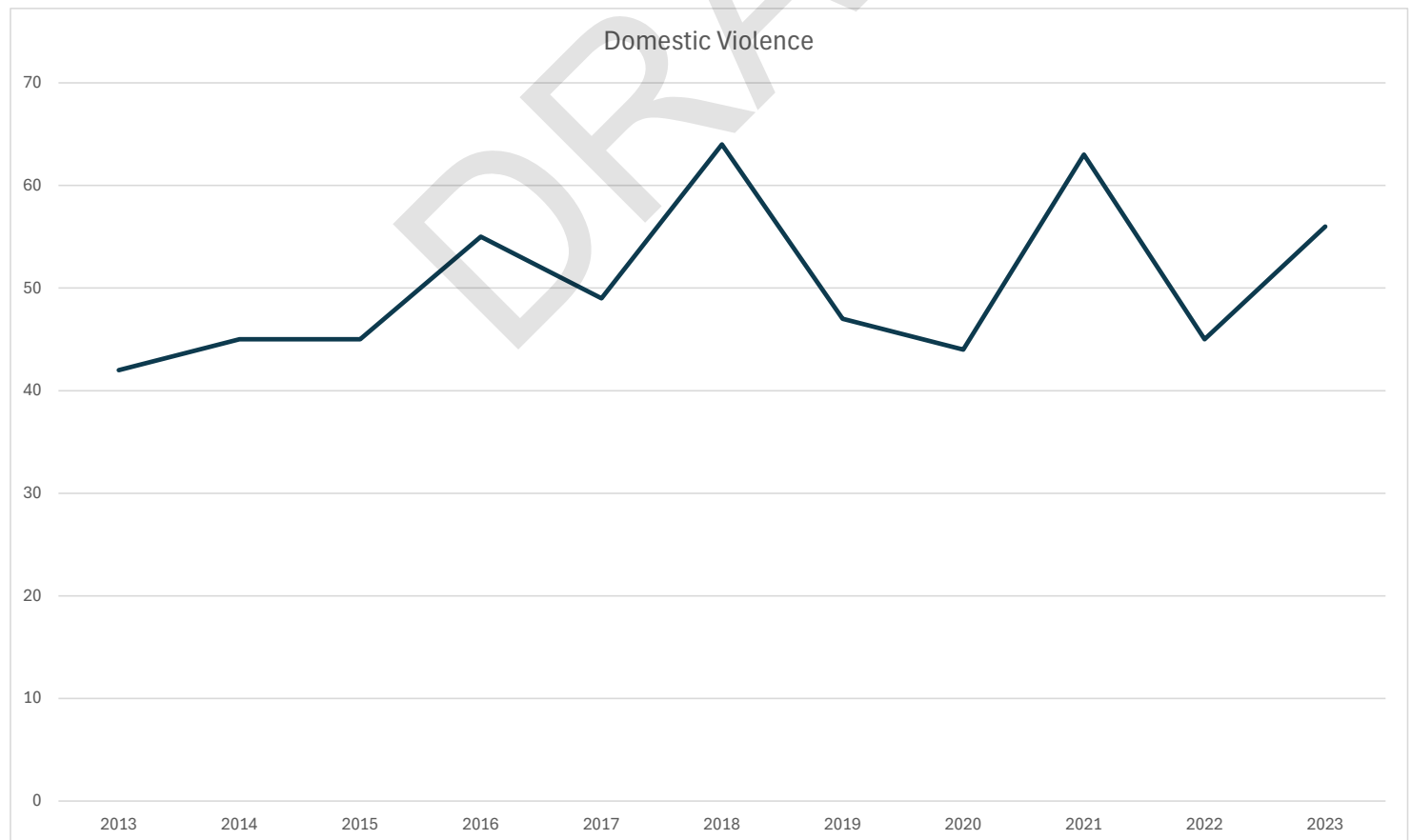
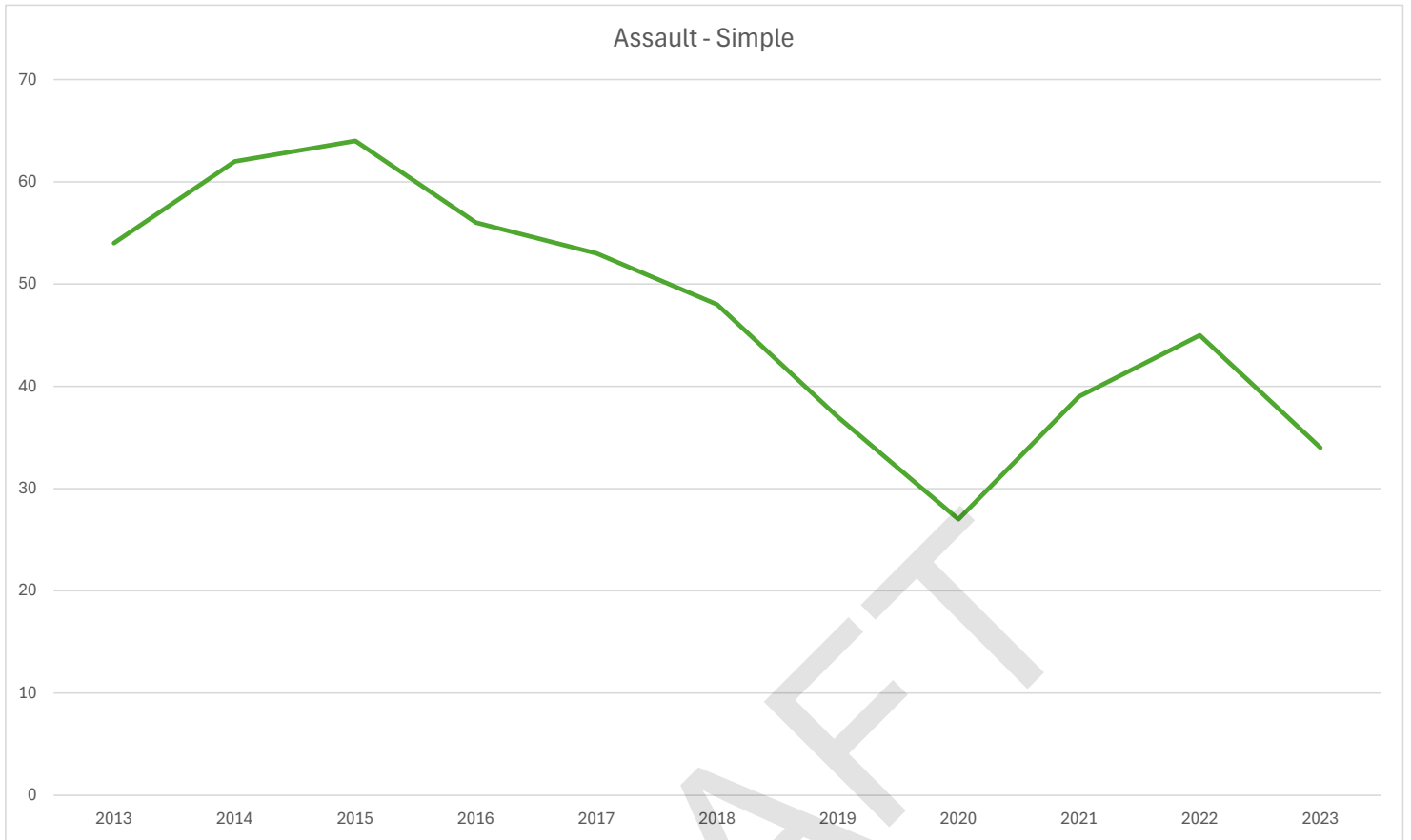
Felony	155	167	118	122	100	95	142	122	93	115	92
Misdemeanor	209	259	270	321	245	263	215	230	270	177	148
DUI - Alcohol/Drugs	27	22	33	26	49	32	27	48	39	19	23
UTI - Drugs	26	26	22	12	25	27	35	60	32	6	20
Warrants - Felony	55	64	36	44	37	38	32	39	45	45	29
Warrants - Misdemeanor	124	99	129	117	114	113	148	158	169	159	203
TOTAL ARRESTS	596	637	608	642	570	568	599	657	648	521	515
Adult	535	554	551	569	518	524	569	593	622	497	497
Juveniles	61	83	57	73	52	44	30	13	27	21	20
Miscellaneous											
Traffic Cites	734	747	316	546	345	282	317	325	418	226	245
Parking Cites	73	78	26	63	125	171	150	124	239	100	426
Property Lost/Stolen	30191	348288	405747	291940	376036	613949	445739	517979	611828	414677	519986
Property Recovered	170991	131173	189803	118219	232628	231074	116631	159219	265358	136667	163699



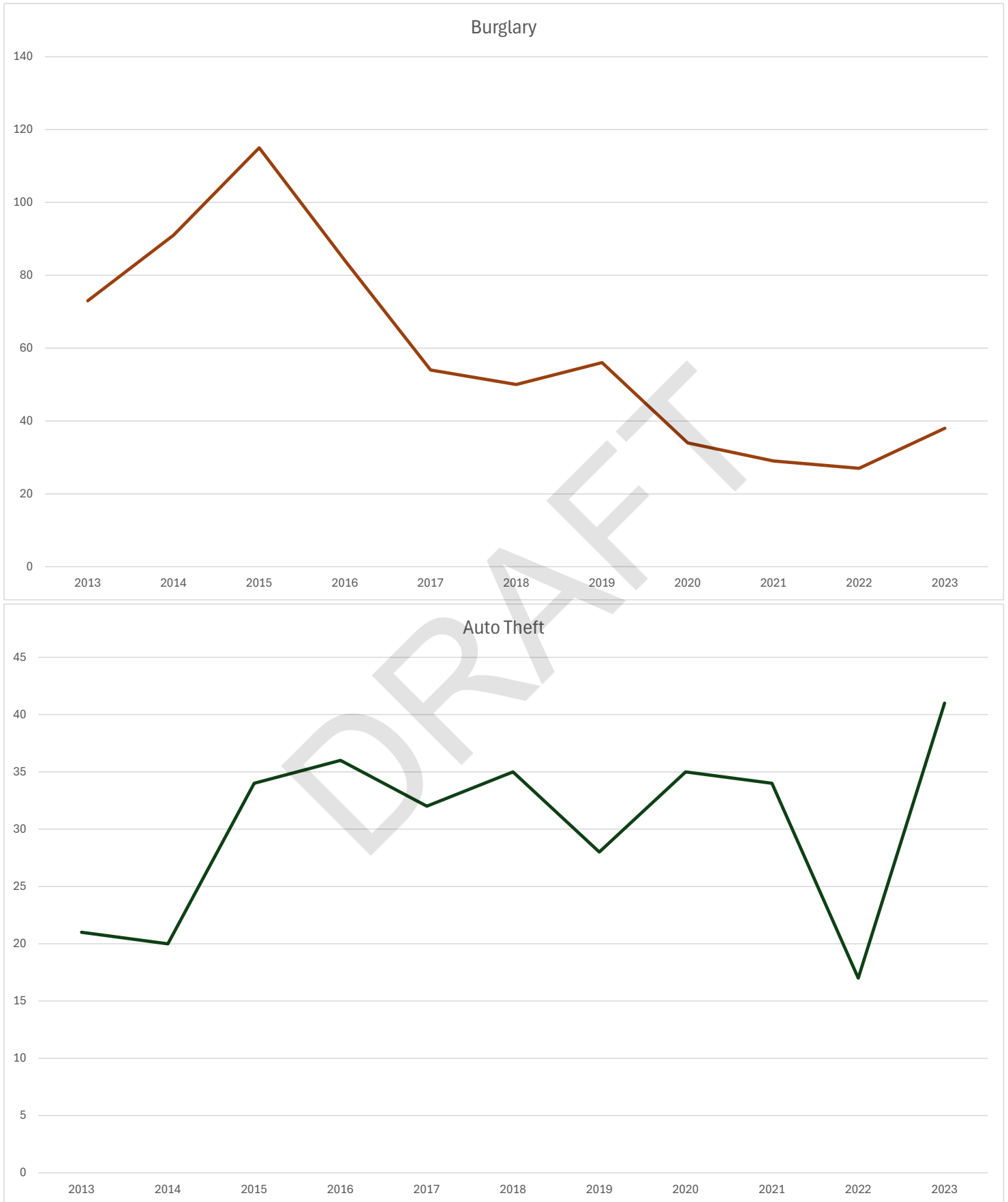
Appendix: Exeter Police Department Crime and Activity Statistics



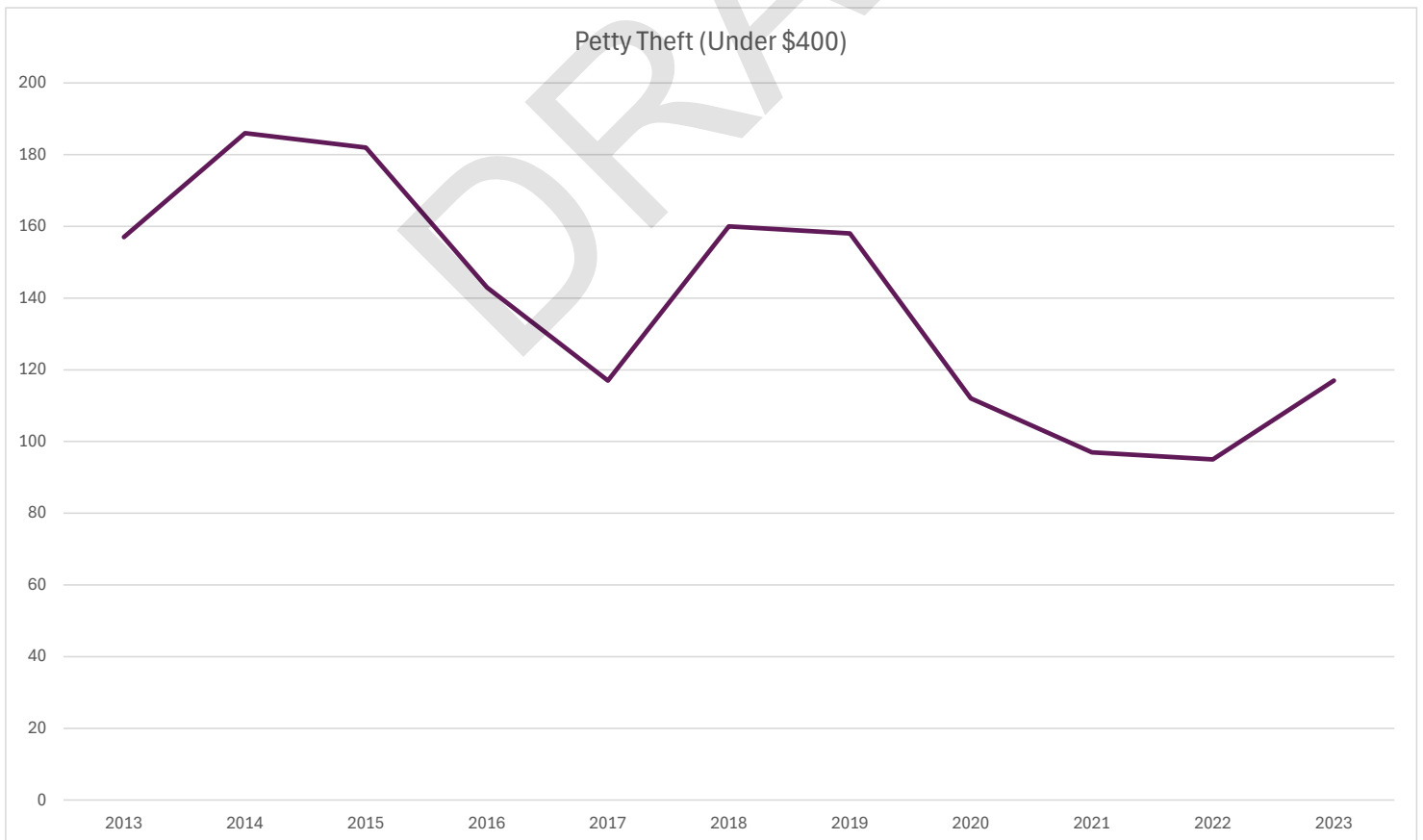
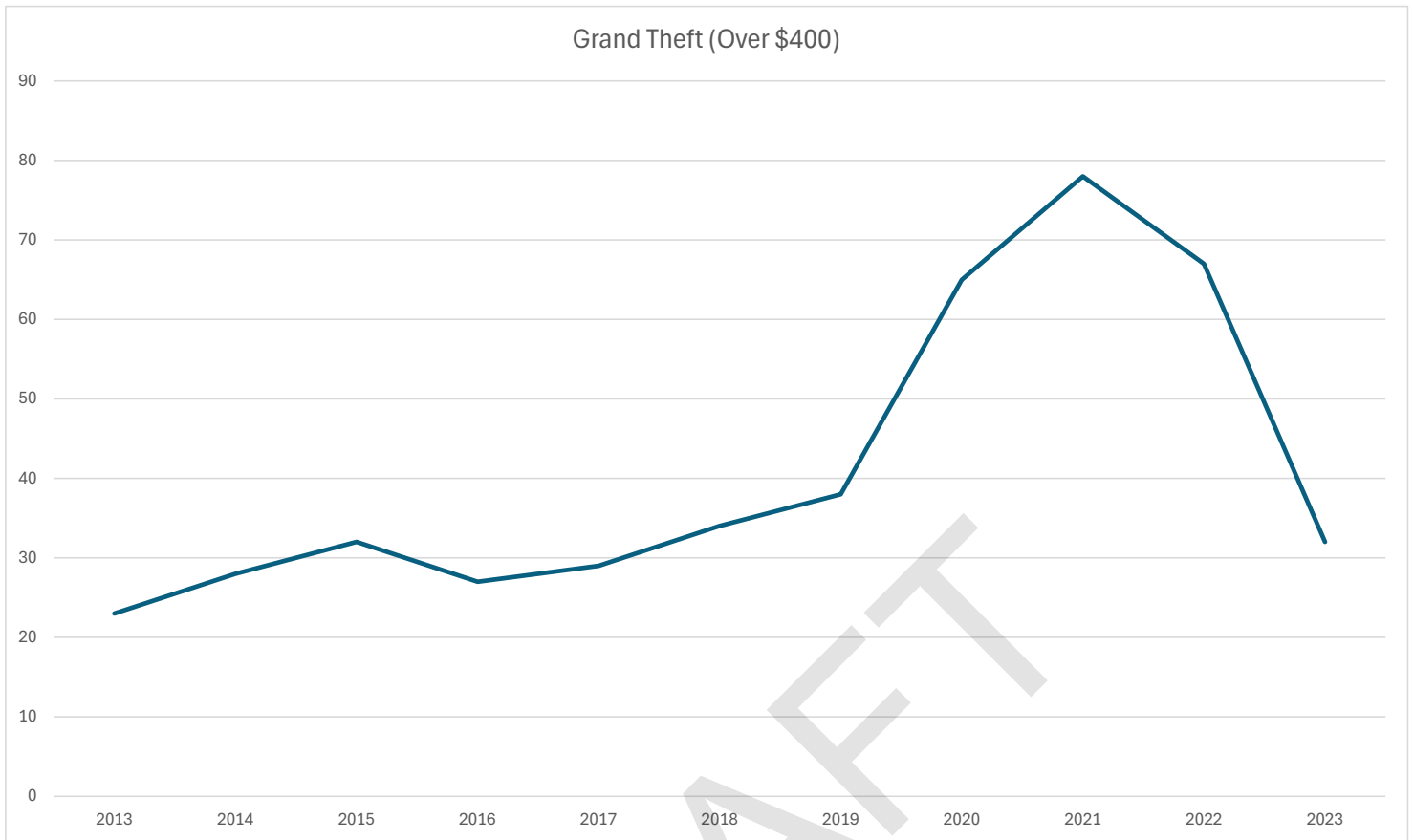
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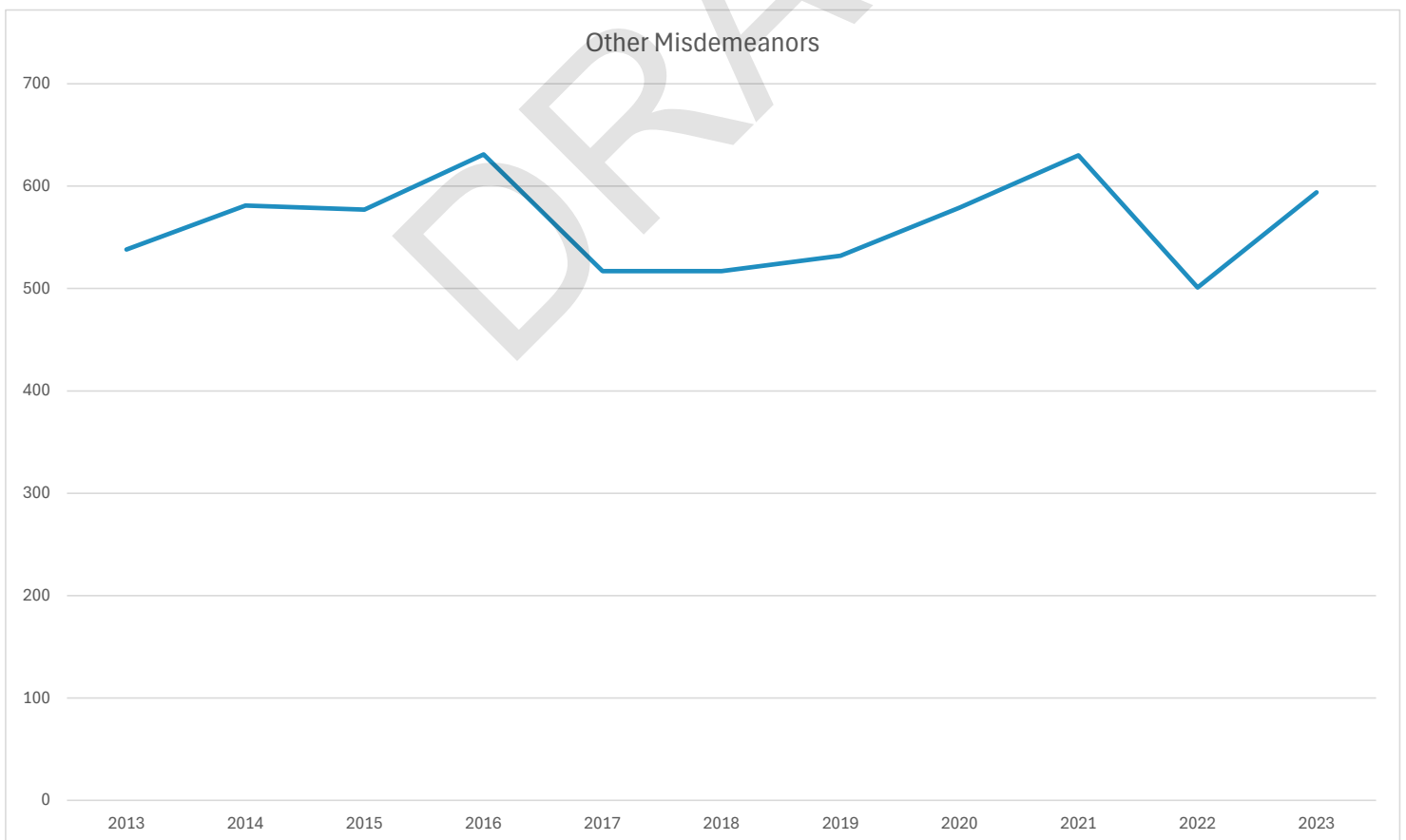
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Appendix: Exeter Police Department Crime and Activity Statistics

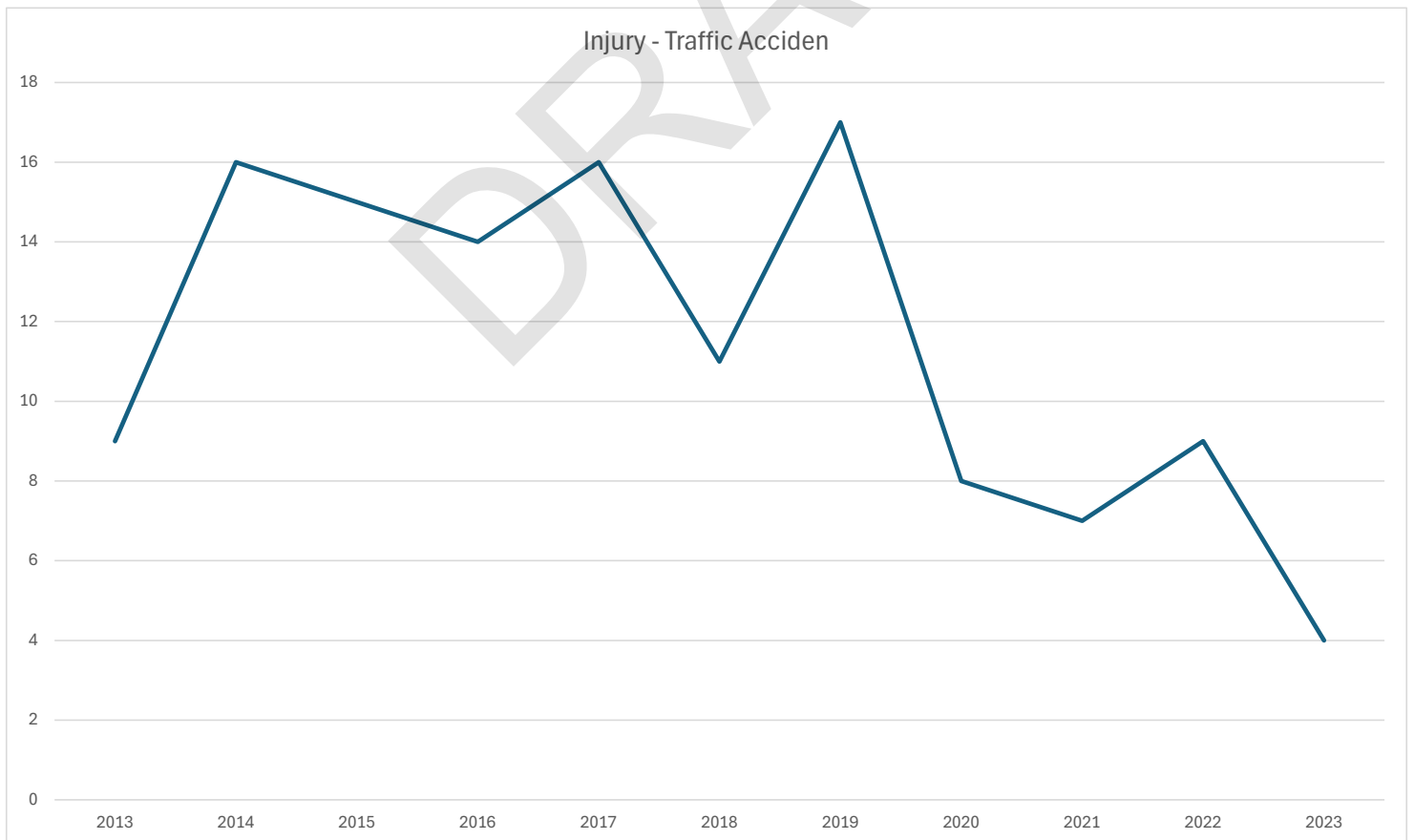
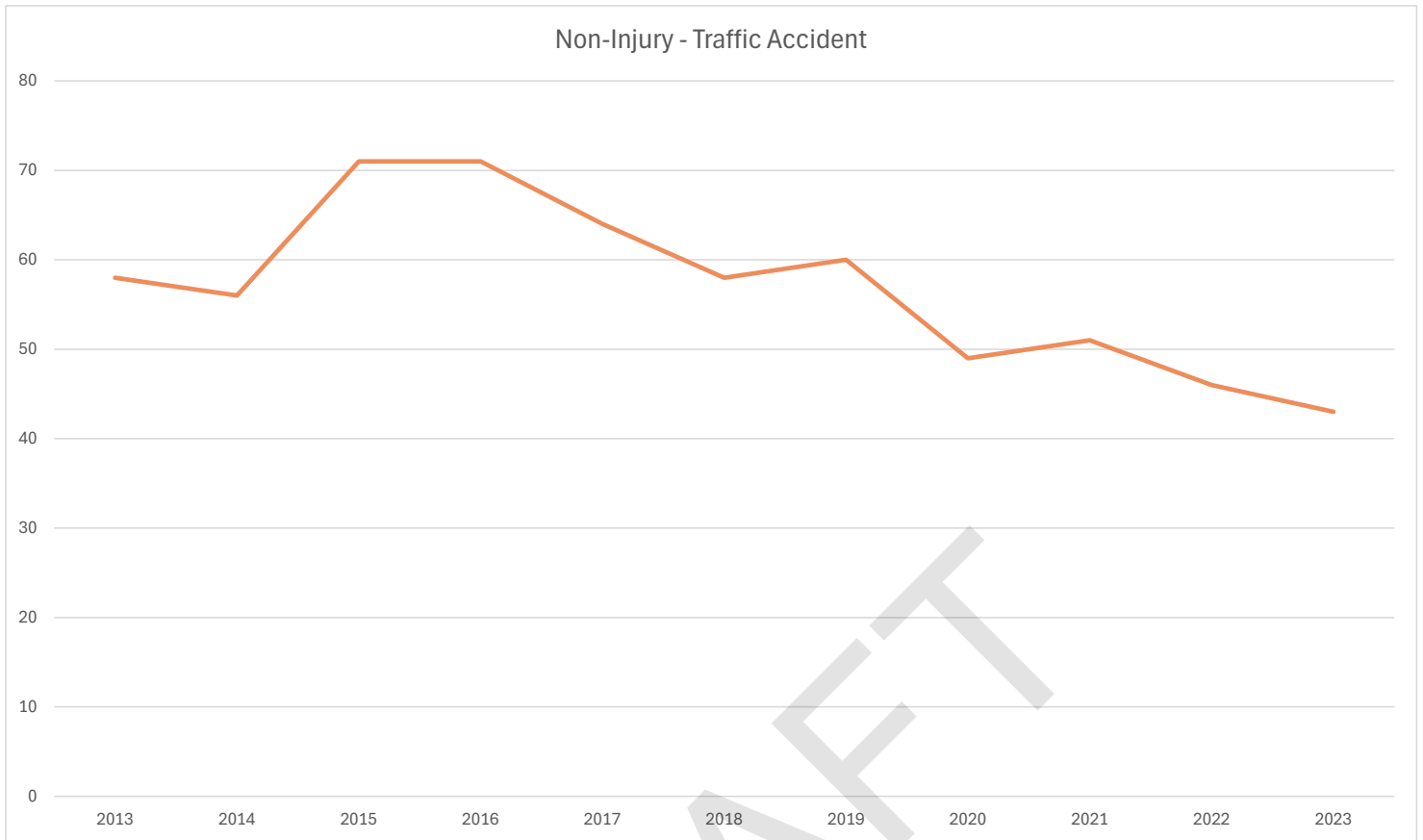


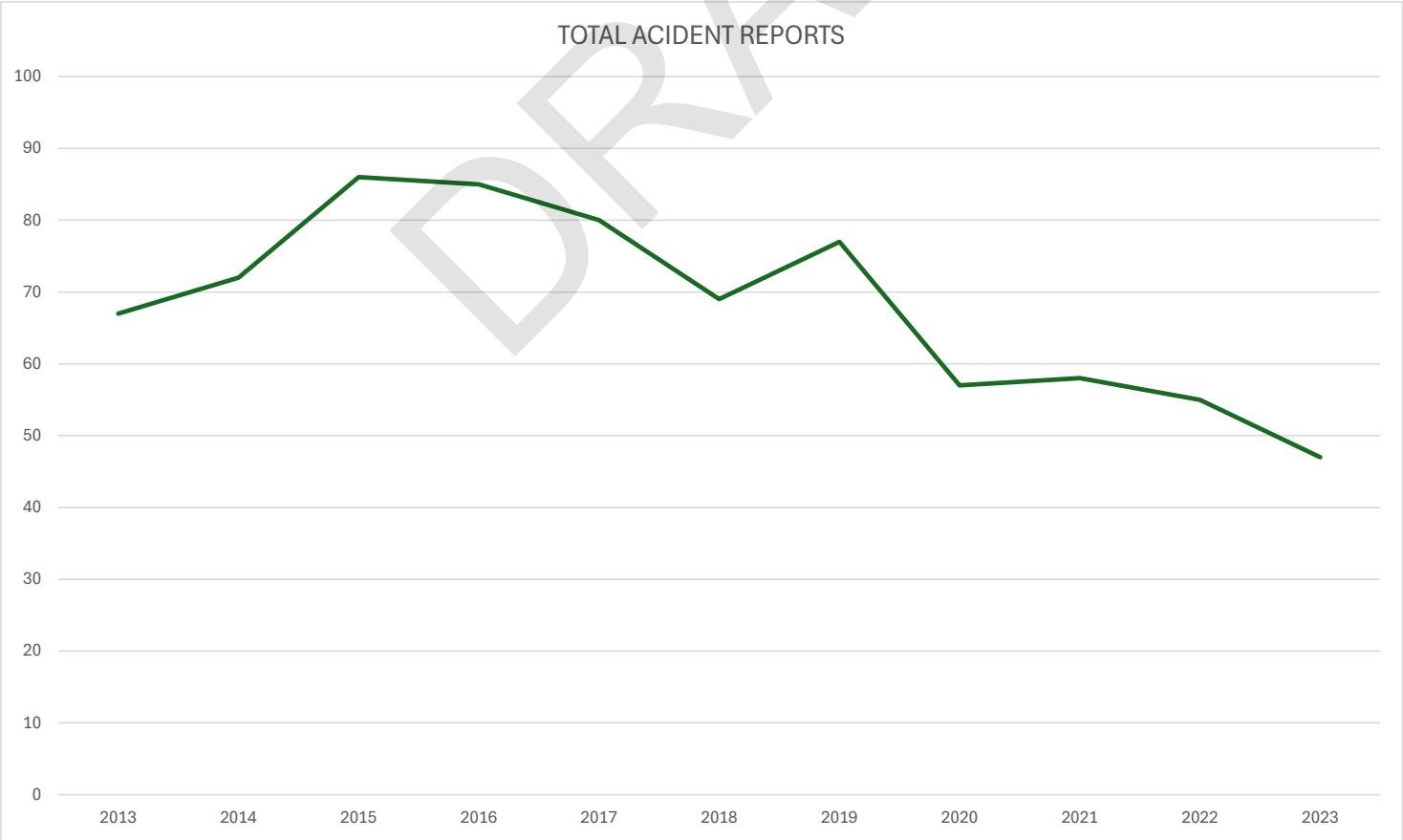
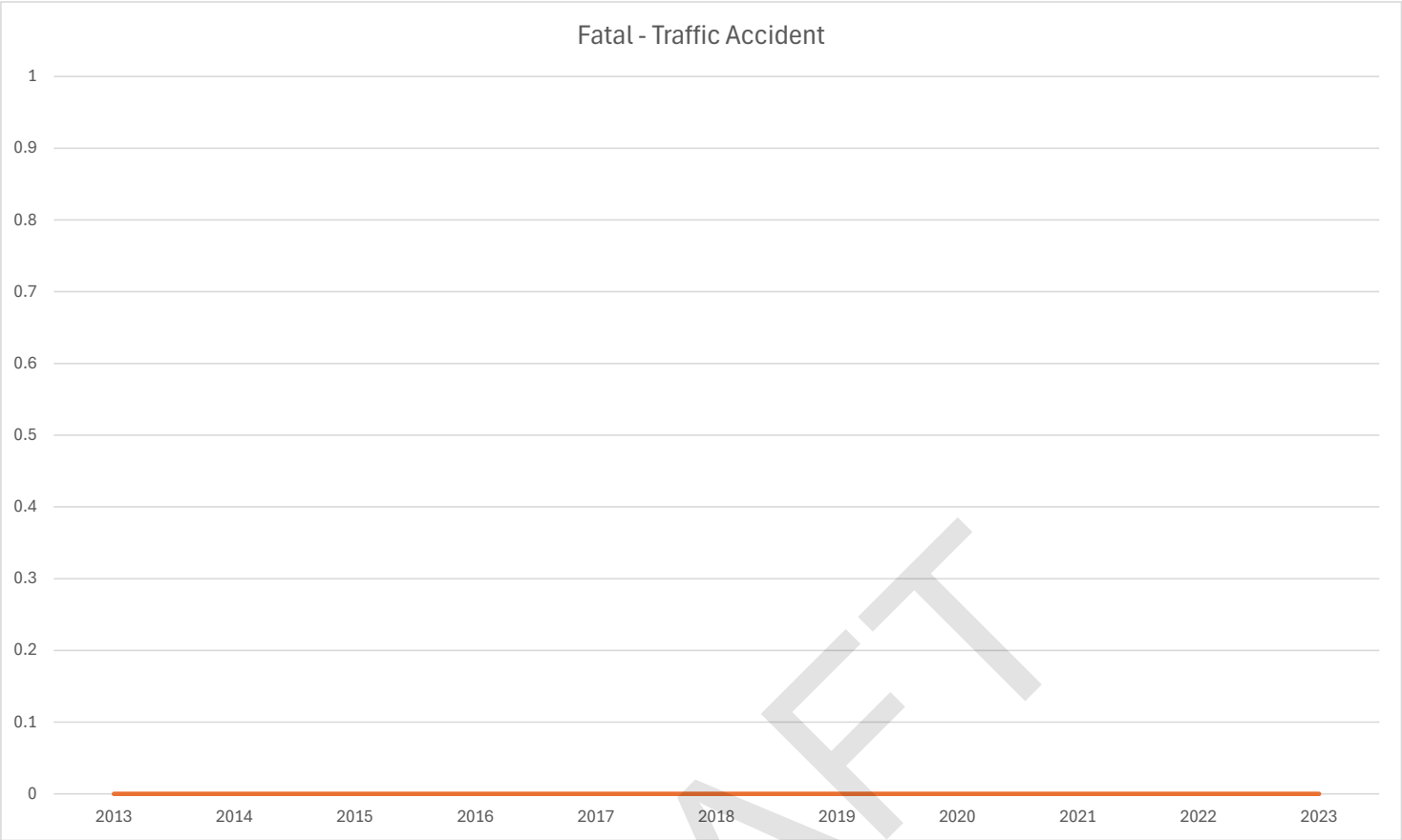
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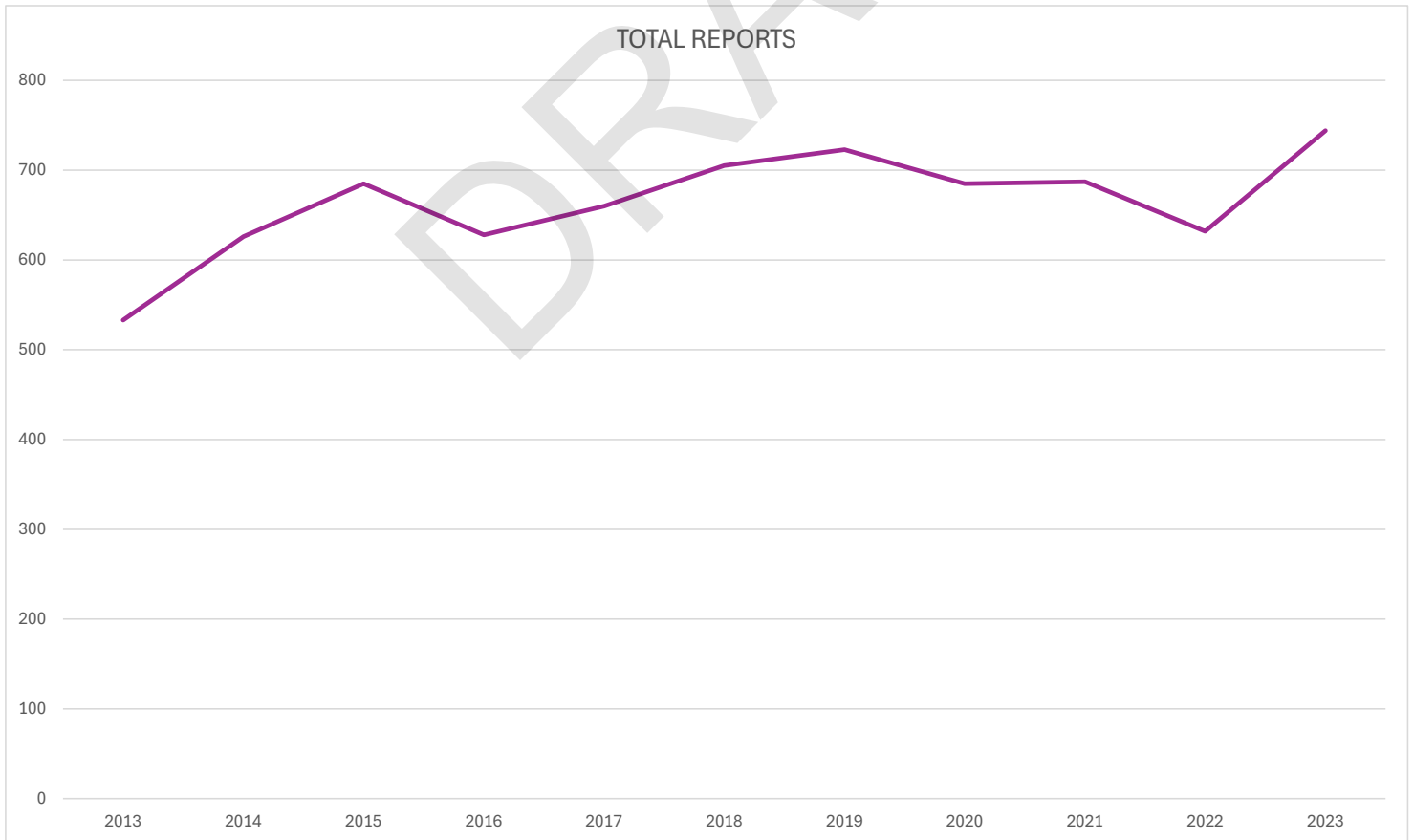
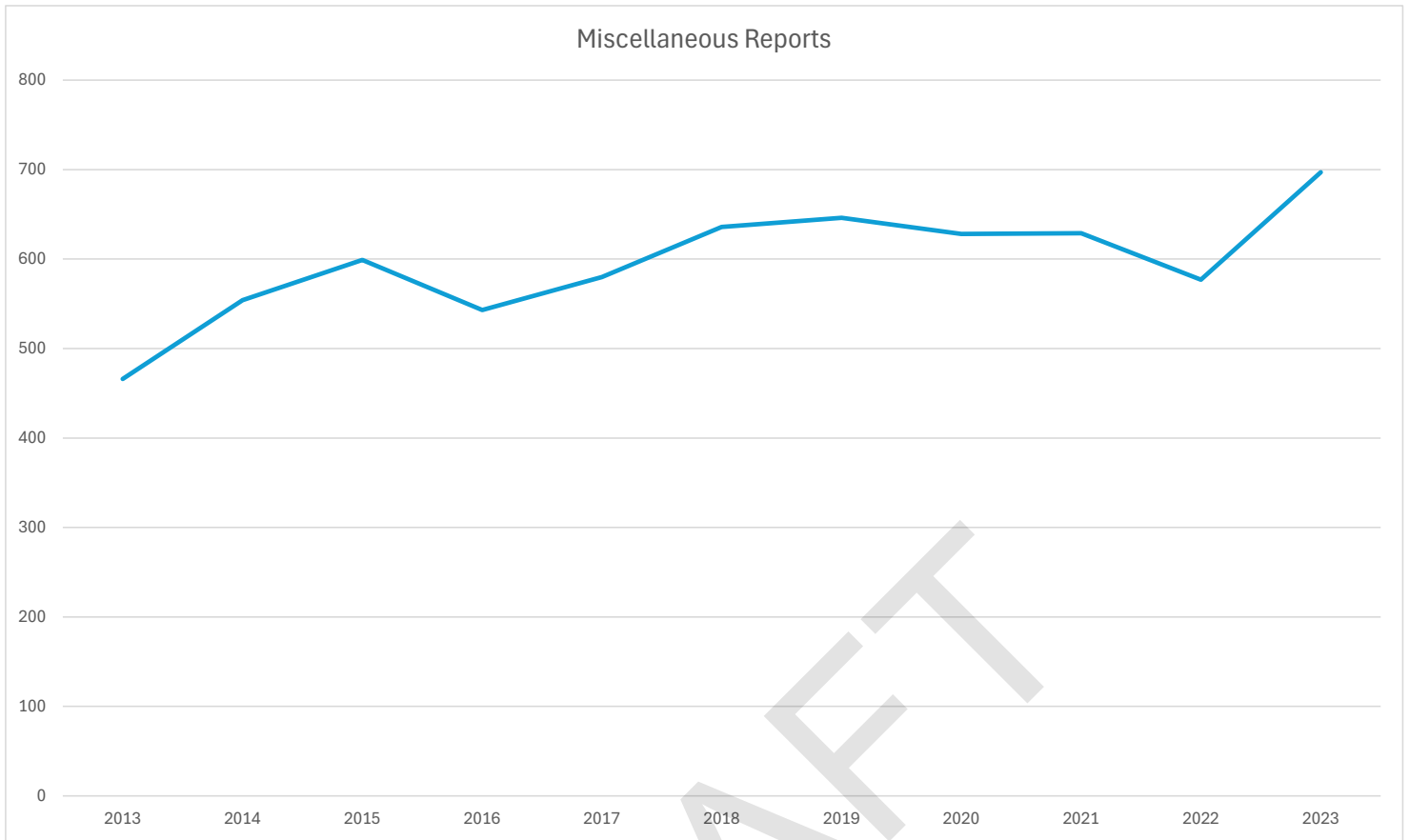


Appendix: Exeter Police Department Crime and Activity Statistics

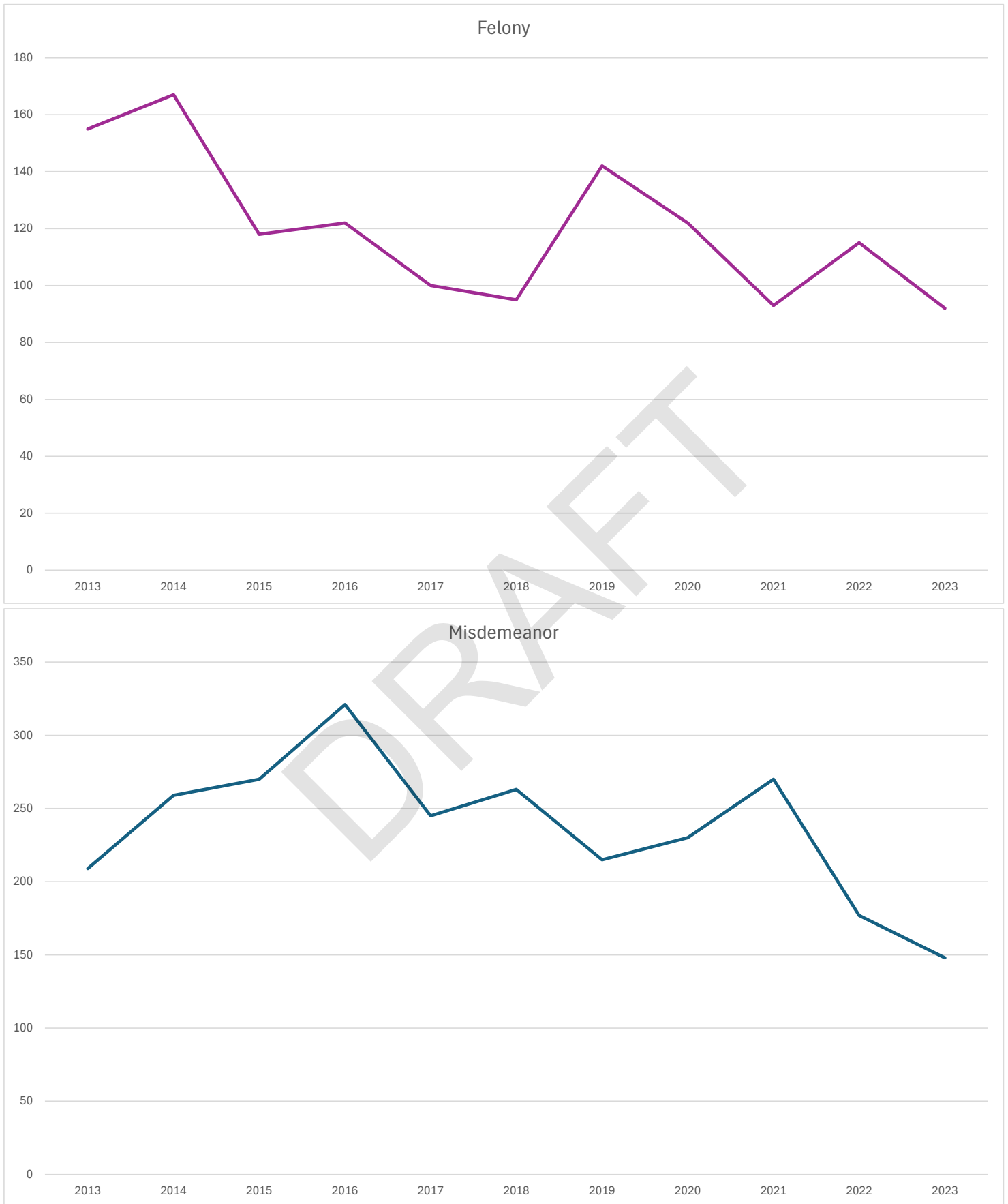




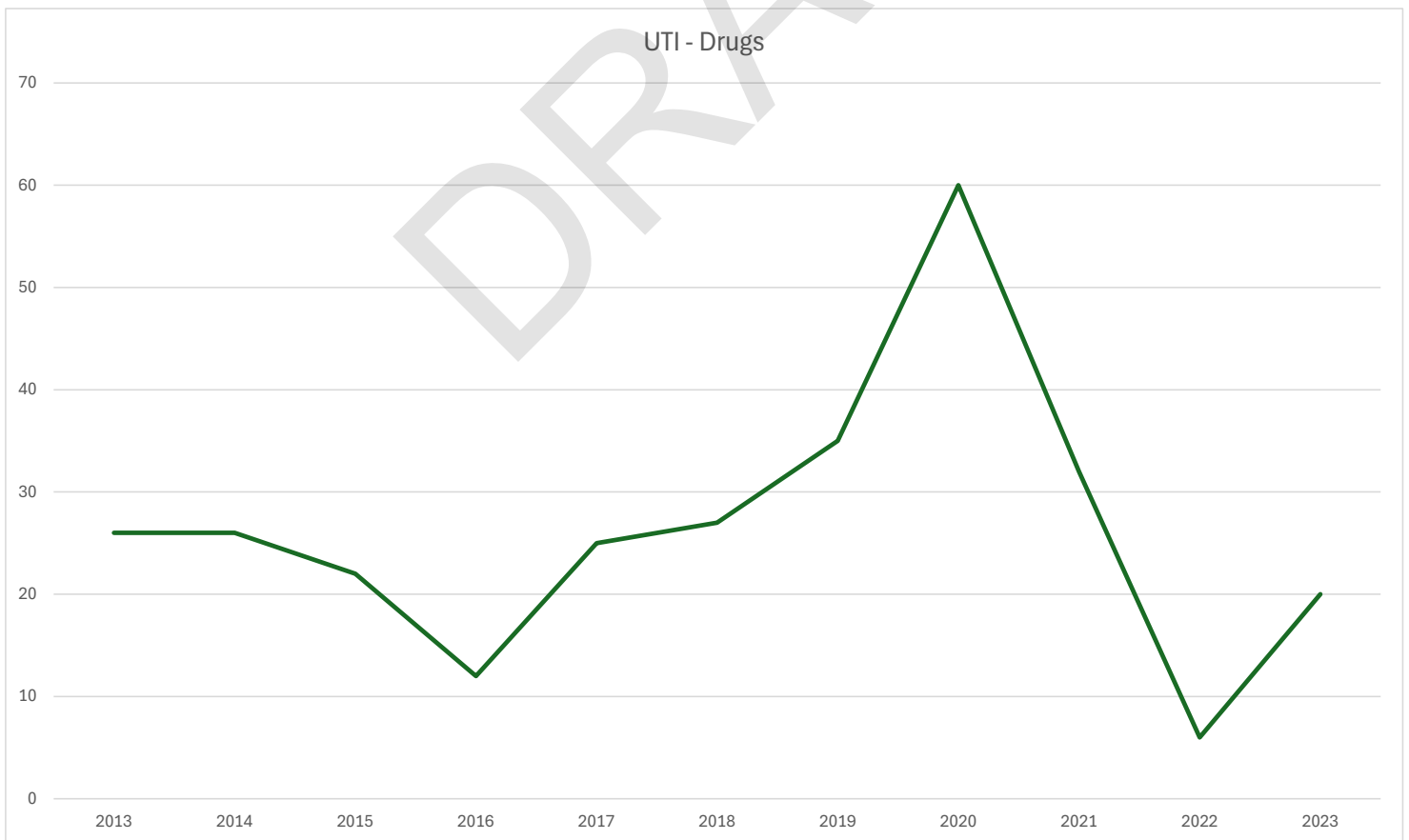
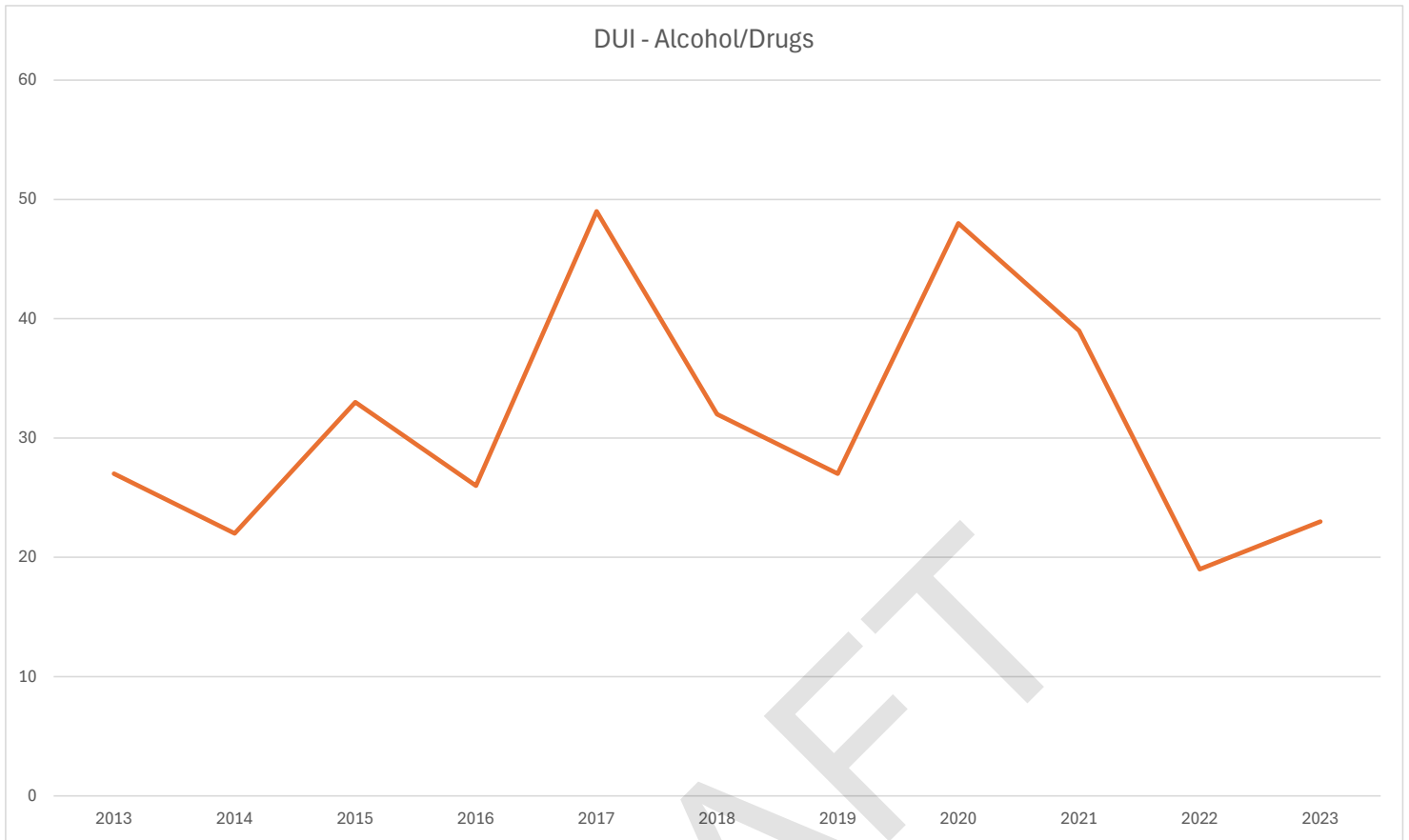
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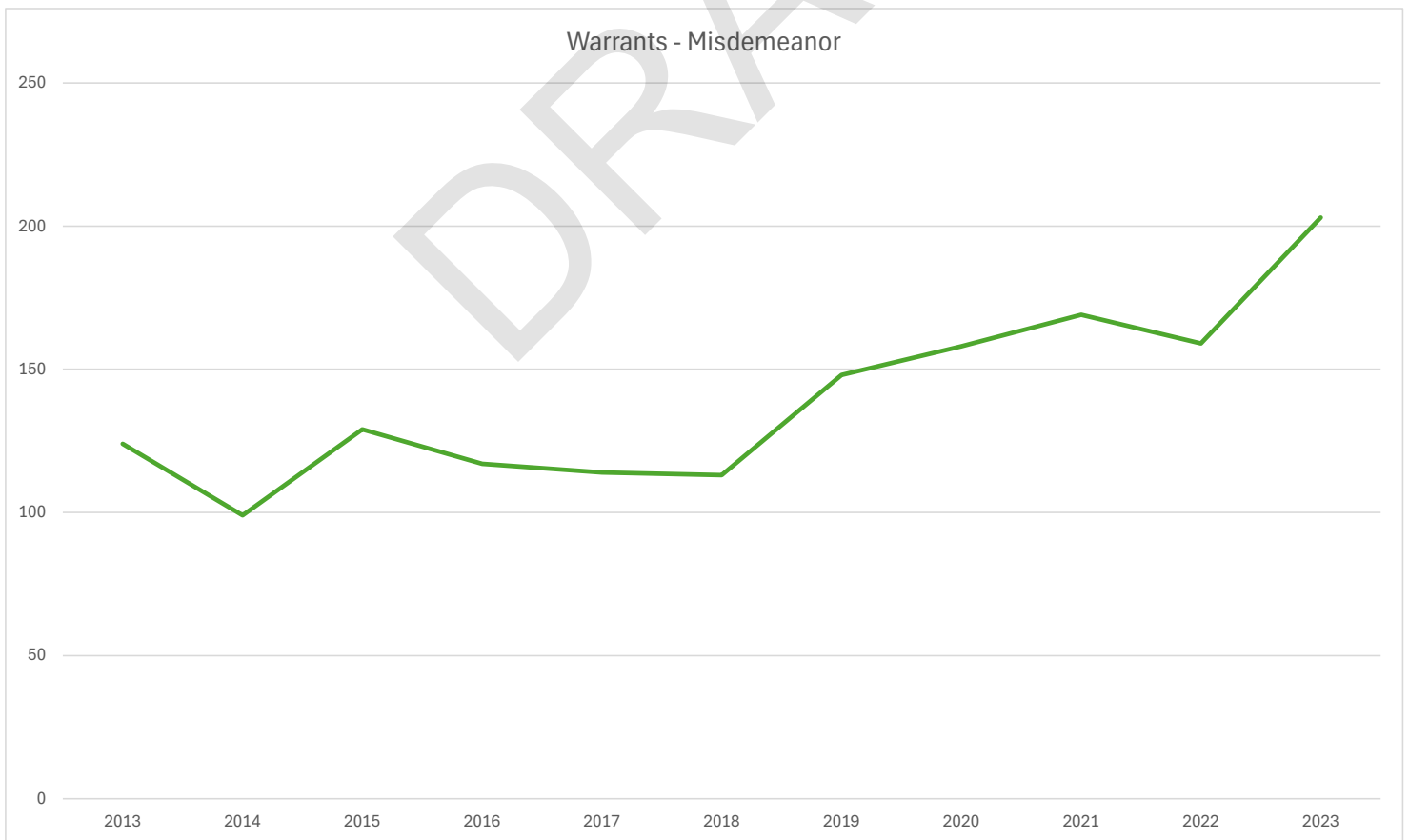
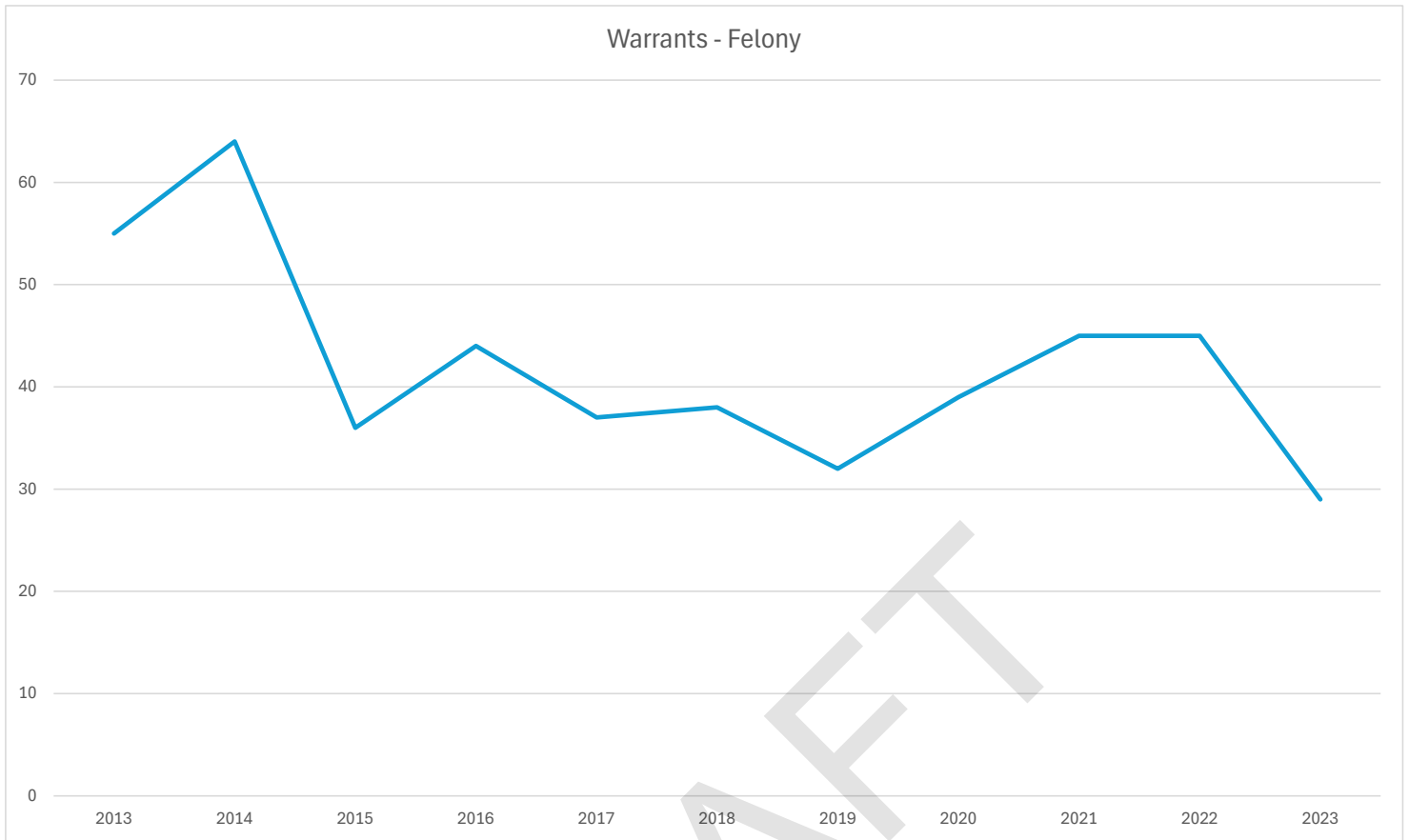
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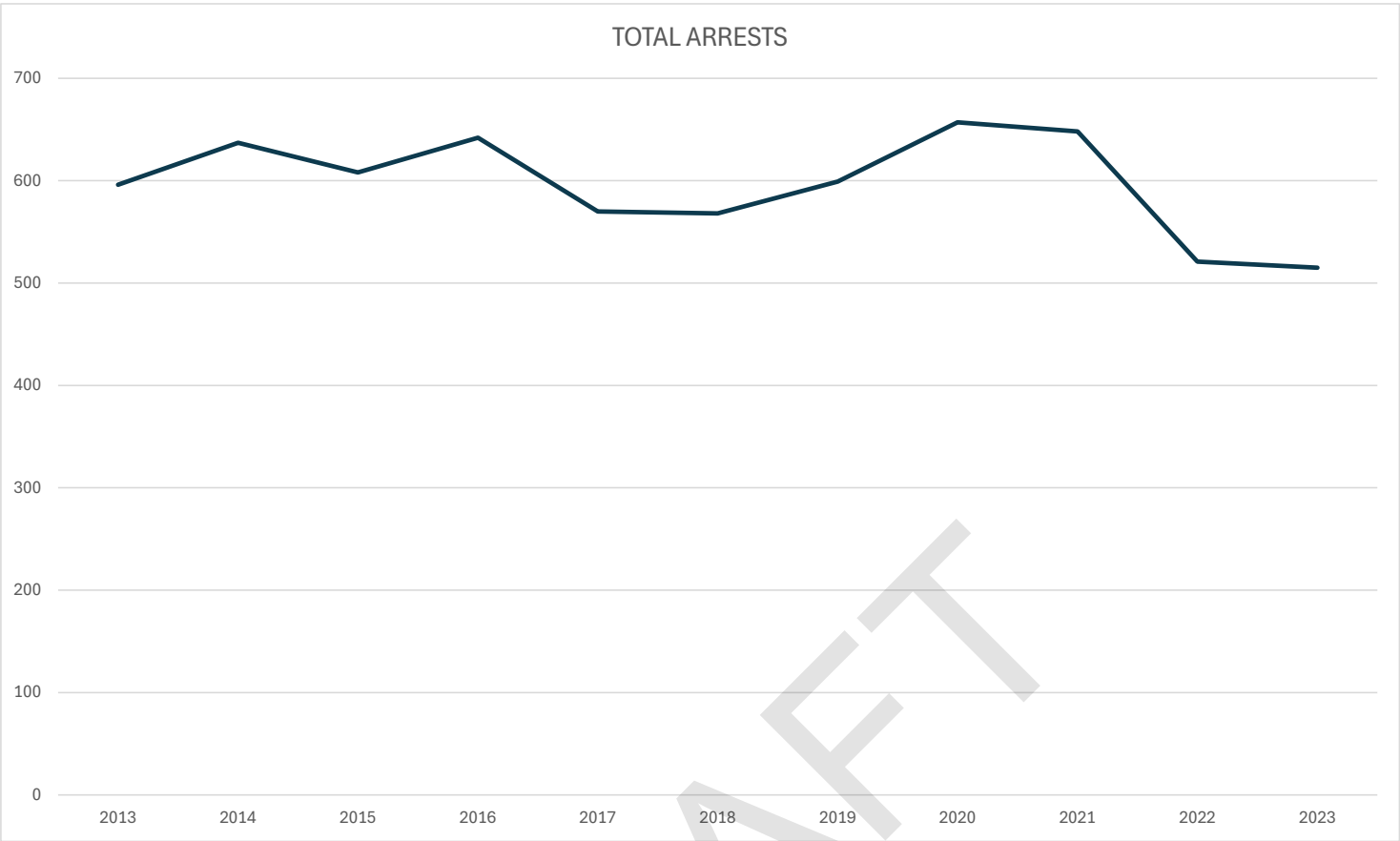


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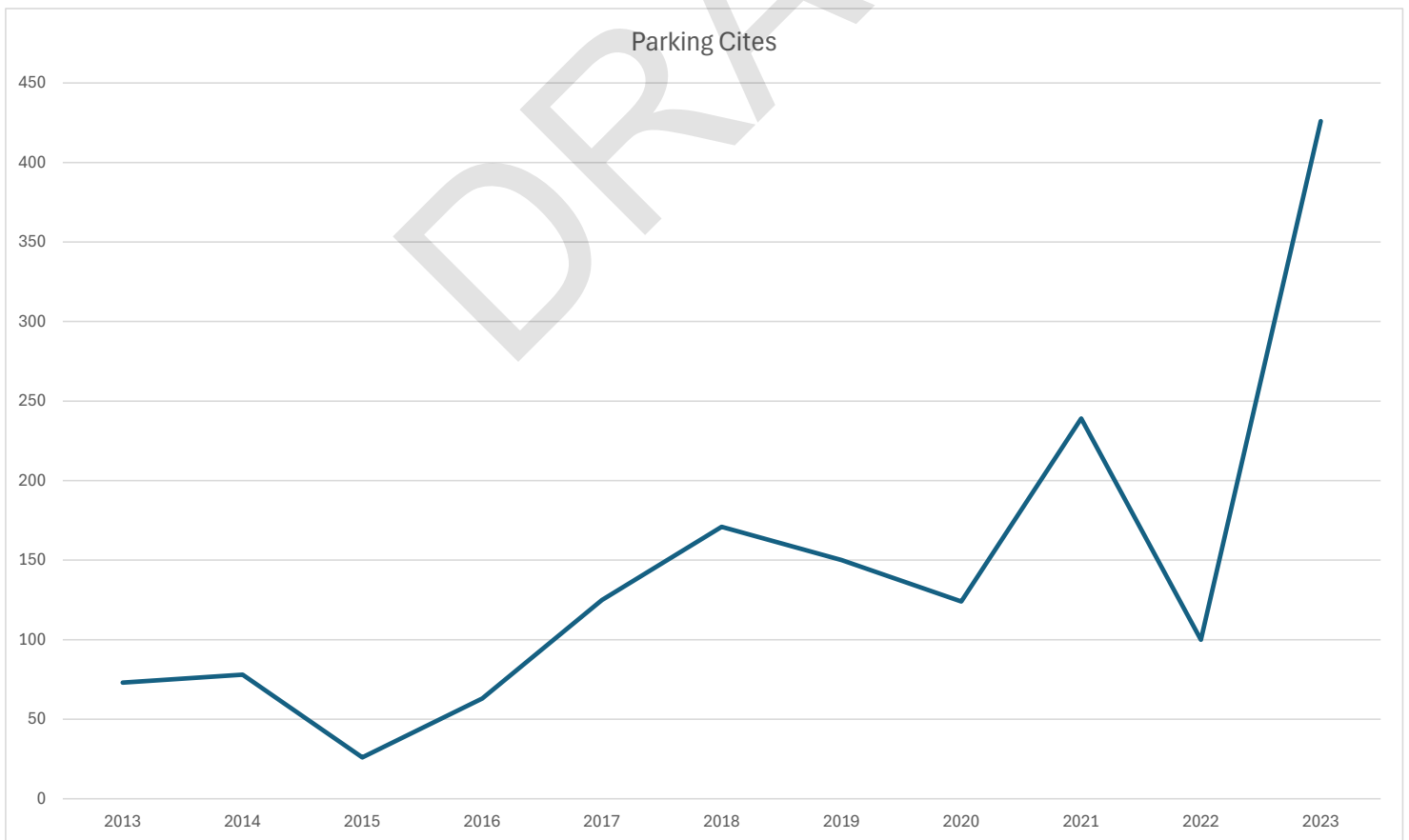
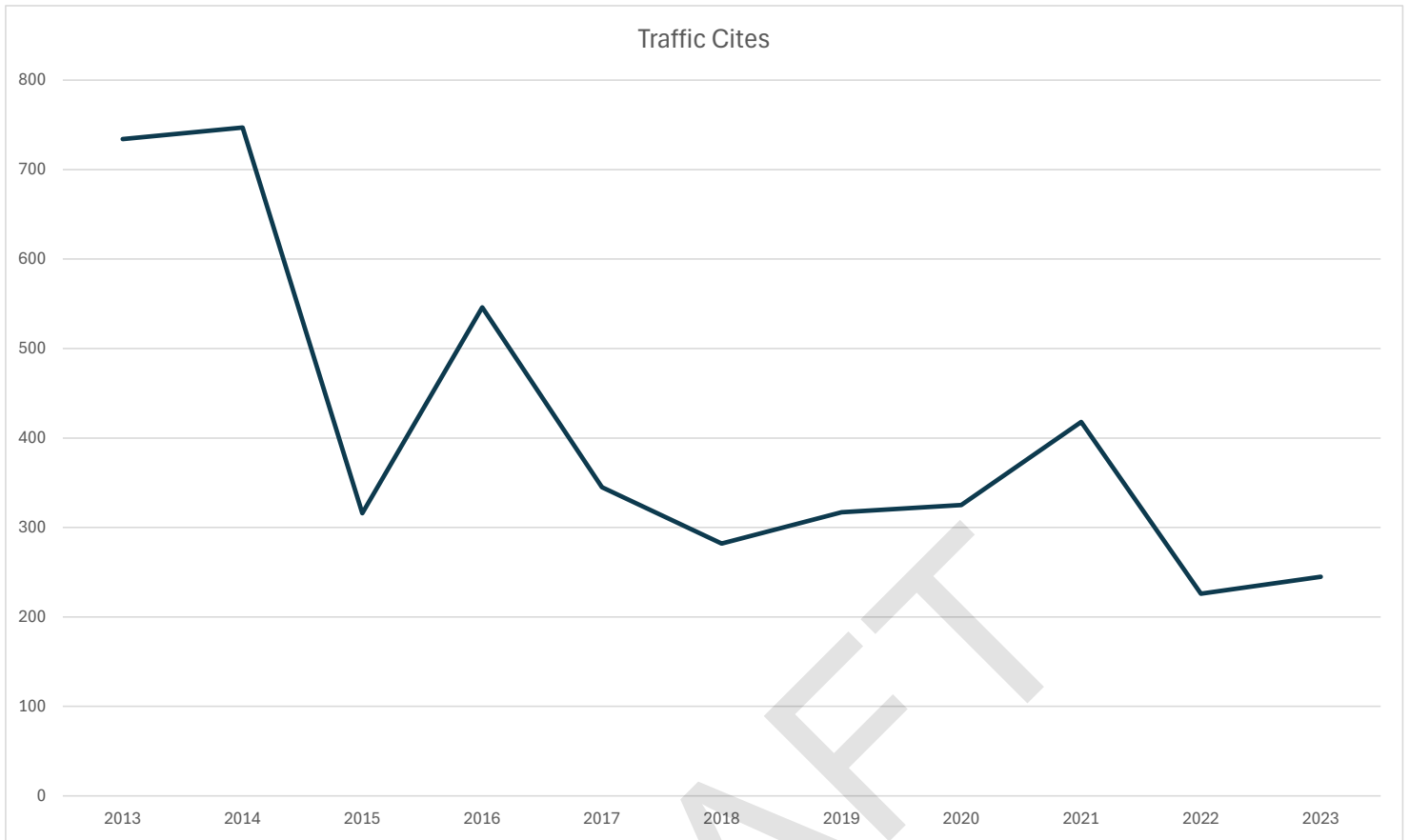


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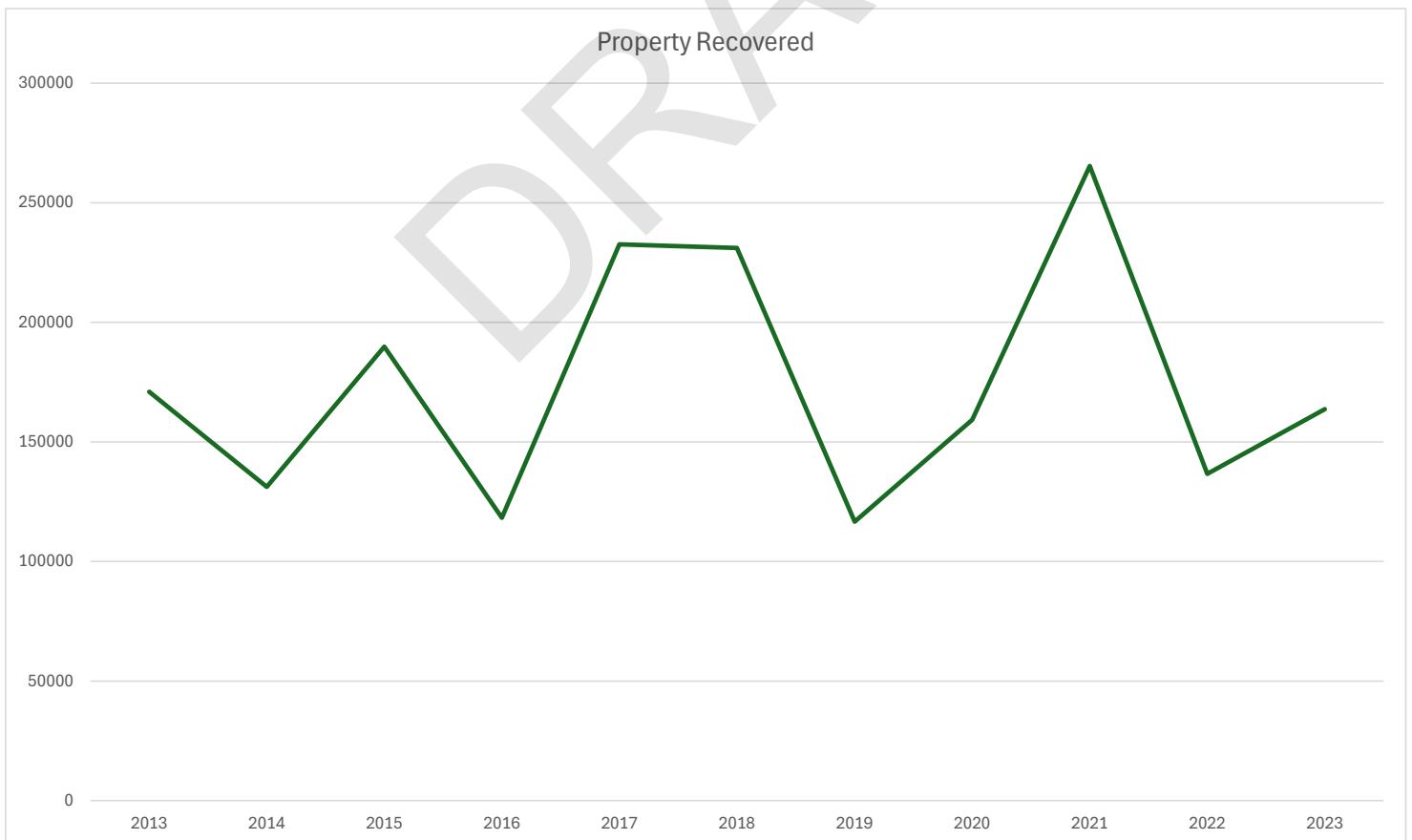




Appendix: Exeter Police Department Crime and Activity Statistics



Appendix: Exeter Police Department Crime and Activity Statistics



TO: Police Academy Applicants
FROM: Chief Tom Wilson, Director of the Public Safety Training Department
SUBJECT: Estimated Expenses for Attending the Basic Police Academy

The following is a summation of the expenses encountered by the student entering the Basic Police Academy. All figures listed here are approximate and subject to change.

I. <u>BOOKS AND PUBLICATIONS (COS Bookstore)</u>			
A.	California Vehicle Code (Qwik-code)		\$25.00
B.	California Penal Code (Qwik-code)		25.00
C.	Dictionary (pocket size)		9.00
D.	P.O.S.T. Workbooks (printing)		240.00
	<i>(Digital tablet, minimum 10" screen, may be substituted for printed workbooks)</i>		
	Subtotal		\$299.00
II. <u>ACADEMIC EQUIPMENT AND SUPPLIES (COS Bookstore)</u>			
A.	Northwestern Traffic Template		17.00
B.	Writing pens (3 req.) 1 pencil		10.00
C.	Pocket notebook		25.00
	Subtotal		\$52.00
III. <u>DUTY EQUIPMENT AND SUPPLIES (Note: rental of leather / Firearm available for \$150)</u>			
A.	Handgun (price range: \$300 to \$700) w/3 magazines		\$575.00
B.	Holster		180.00
C.	Sam Browne (gun) belt		79.00
D.	Magazine pouch (double)		50.00
E.	Handcuff case		39.00
F.	Flashlight (not for rental)		80.00
G.	Expandable Baton Holder		40.00
H.	Belt Keepers for Sam Browne (4)		25.00
I.	Handgun cleaning kit (not for rental)		35.00
J.	Ammunition		
	Handgun (approx. 1,400 rounds)		750.00
	Shotgun (approx. 120 rounds)		300.00
	Subtotal (Approx.)		\$2,153.00
IV. <u>UNIFORMS AND ACCESSORIES</u>			
A.	Dress Uniform (1 long sleeve/2 short sleeve shirts & 3 pair of pants)		\$500.00
B.	Physical Training Uniform		100.00
C.	TDU pants (1) – Blue		75.00
D.	Duty jacket		100.00
E.	Cap		16.00
F.	Boots		170.00
G.	Accessories (tie, tie bar, belt, name tag, etc.)		100.00
	Subtotal (Approx.)		\$1,061.00
V. <u>OTHER EXPENSES</u>			
A.	Physician's Examination		\$100.00
B.	Fingerprinting Fee (includes photo)		75.00
C.	DMV Driving Record Printout		5.00
D.	Additional fee: Driver's Training Fee (Module 1) approx.		200.00
	Subtotal		\$380.00
VI. <u>REGISTRATION EXPENSES</u>			
	*INTENSIVE ACADEMY (All 3 Modules)	California Residents	Out-of-State Students
A.	Enrollment Fee	\$ 1,288.00	\$ 1,288.00
B.	Health	20.00	20.00
C.	Material Fee	67.00	67.00
D.	Student Rep. Fee	1.00	1.00
E.	Student Center Fee	5.00	5.00
F.	Activity/Benefits Fee	15.00	7.50
G.	Transit Fee	10.00	10.00
H.	Non-Resident Fee		5,899.50
	Subtotal	\$ 1,406.00	\$7,298.00

ESTIMATED ACADEMY EXPENSES: **\$5,301.00** **\$11,243.00**



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Highlights from the NAV conference: Empowering law enforcement



Learn how to save a life by ensuring ACS' Stop the Bleed



Webinar: A blueprint for recruitment practices in



Surviving with bullet holes:

Police Grants

Enhancing safety: Targeted grant funding for small-town police department needs

Small-town police departments turn to grant funds to address the challenges of limited resources, personnel shortages and technology gaps

February 02, 2024 03:55 PM

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The challenges faced by small-town police departments are distinct, requiring tailored solutions that transcend financial limitations and resource constraints.

Small-town police departments are pivotal in maintaining public safety and ensuring community wellbeing. However, these departments often face unique challenges due to limited resources and personnel. Grant funding becomes critical, providing avenues for small-town police departments to address specific needs. Let's explore some of the distinct funding issues these departments face and highlight relevant grant programs designed to address them directly.

Challenges faced by small-town police departments

- **Limited resources:** The financial constraints encountered by small-town police departments present a significant hurdle in their pursuit of crucial resources. With constrained budgets, these departments must invest in personnel, training and acquiring essential technology and equipment. Securing funding tailored for resource allocation becomes paramount, as it provides the necessary financial support to bolster these critical areas. In navigating these challenges, the quest for funding opportunities geared toward resource allocation becomes a strategic imperative, enabling these police departments to overcome limitations and better serve their communities.
- **Personnel shortages:** Recognizing the need for a proficient and dedicated force, small towns grapple with the persistent challenge of recruiting and retaining qualified law enforcement officers. Addressing [personnel shortages](#) involves complex strategies, including comprehensive training programs that equip officers with essential skills and foster a commitment to ongoing professional development. Creative recruitment initiatives are critical in attracting genuinely dedicated individuals to community safety. In navigating the complexities of law enforcement management, small towns strive for comprehensive solutions beyond recruitment, focusing on cultivating a resilient and proficient department capable of meeting their unique challenges.
- **Technological gaps:** Small-town police departments face challenges in keeping pace with the transformative advancements in [law enforcement technology](#). Some regional- and state-level funding opportunities are tailored to assist these departments in upgrading equipment and embracing cutting-edge technology to enhance efficiency and crime prevention capabilities. Various funding options, such as those offered through equipment grant programs, provide avenues for modernization. These opportunities aim to bridge technological gaps, ensuring small-town law enforcement can leverage the latest tools and innovations to serve their communities better.

The role of targeted grant funding

Grant funding is a crucial catalyst for small-town police departments to address their unique challenges. By providing financial support, these grants empower agencies to bridge gaps, implement necessary improvements and elevate their communities' overall law enforcement standards.

1. **Investing in training and professional development:** Targeted grant programs, such as the [Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program](#) — Local Solicitation, focus on investing in training programs to enhance the skills and knowledge of officers. This ensures law enforcement is well equipped to handle emerging challenges, including violent crime reduction and mental health crises.
2. **Enhancing law enforcement equipment:** Grant programs such as the [Homeland Security Grant Program](#) (HSGP) and the [Community Policing Development Program](#) are designed to assist small-town police departments in upgrading their equipment for improved operational capabilities. These initiatives aim to address equipment deficiencies, enhance efficiency, and empower law enforcement in crime prevention and investigation efforts.
3. **Fostering community connections:** Establishing trust and positive interactions with the community are crucial for successful policing. Dedicated state-level grant initiatives, such as the [Public Safety and Community Violence Reduction Grant](#) in Georgia and the [RecoveryOhio Law Enforcement Fund](#) in Ohio, empower small-town police departments to launch community outreach programs. These initiatives aim to enhance communication and collaboration between law enforcement and residents, exemplifying the numerous opportunities to strengthen the community and law enforcement partnership.
4. **Recruitment and retention initiatives:** Initiatives like the [COPS Hiring Program](#) play a pivotal role in addressing the complex recruitment and retention challenges faced by small-town police departments. Tailored to provide essential financial backing, these grants go beyond mere funding by offering support for competitive salaries, enticing training incentives and robust career development opportunities. In a landscape

Overcoming obstacles

The challenges faced by small-town police departments are distinct, requiring tailored solutions that transcend financial limitations and resource constraints. Grant funding, exemplified by programs such as COPS Grants, JAG, HSGP, TIPS and others, emerges as a vital lifeline for these agencies. It serves as a catalyst for overcoming financial hurdles, allowing small-town police departments to address personnel shortages, bridge technological gaps, and invest in critical training and equipment upgrades. By strategically recognizing and leveraging targeted grant programs, these departments fortify their workforce and elevate their overall capabilities, setting a higher standard for public safety in their small towns. Through sustained commitment to grant initiatives, small-town police departments can navigate challenges effectively, ensuring the resilience and effectiveness of law enforcement in the unique contexts of these smaller communities.

About the author

Adam Hursh is a seasoned fire service professional with 23 years of experience. He is currently the deputy fire chief at the Gilt Edge Volunteer Fire Department and a full-time lieutenant with the Piperton Fire Department, both in Southwest Tennessee. Adam holds a Master of Public Administration from Columbia Southern University and is recognized as a Chief Fire Officer by the Center for Public Safety Excellence (CPSE). He is also renowned for securing numerous local and federal grants for his departments and consulting with other fire and EMS agencies on grant submissions.

- Officer Safety
- Patrol Issues
- Police Grants
- Police Recruitment
- Police Technology
- Recruiting
- Retention
- Rural Law Enforcement
- Staffing
- Staffing
- Technology



PSTF Timeline

February 2023 – Creation of Task Force and Seating of Members

March 2023 – Administrative Actions/Purpose of Task Force.

April 2023 – Review Public Safety Statistics, Officer retention housing/relocation incentives.

July 2023 – None due to member vacations.

August 2023 – Tulare County Chief Charlie Norman presentation regarding Fire Public Safety strengths, weaknesses, opportunities, and plan.

September 2023 – Public Safety Data Presentation.

October 2023 – Review Funding Options.

November 2023 – Draft Report with Findings.

December 2023 – Holiday.

January – February 2024 – Finalize report, add additional meetings/speakers as needed to achieve report goal.

March – April 2024 – Report Writing.

May 2024 – Report to City Council.

[Back](#)[READ THE GUIDE](#)

License Plate Recognition Cameras

License plate readers play a critical role in the national crime and safety conversation. This is true especially as communities, businesses, and public safety institutions increasingly rely on technology to drive insights to generate leads and solve and prevent criminal activities.

DRAFT

Hi there, how can I best help you?

License plate recognition (LPR) cameras can be placed almost anywhere to capture detailed data about license plates and vehicles used to commit crimes, enabling quick and efficient action. In 2020, 93 percent of police departments in cities with populations of 1 million-plus employed LPR systems.

In one study, 97% of motor vehicle thieves were also charged with other crimes. Motor vehicle thefts are called a “keystone crime” by the Council on Criminal Justice because they so often are used to facilitate the commission of other, more serious offenses. As crime rates hover above pre-COVID levels in most major cities, license plate recognition continues to be one of the most common tools requested by law enforcement.

Unlike reactive security systems, license plate recognition (LPR) systems provide proactive, data-driven, actionable evidence.

Here’s why license plate recognition matters:

- The International Association of Chiefs of Police (IACP) Vehicle Crimes Committee states that auto theft is often associated with arson, drug trafficking, controlled substance violations, kidnapping, financial fraud, burglary, robbery, and weapons violations.
- In many cases, a license plate number is the number-one piece of evidence law enforcement can use to pursue an investigation. A license plate is objective, actionable, and discrete.
- Alerting police when a stolen or known suspect vehicle enters a community can prevent further crime before it happens.

License plate recognition will continue to play a critical role in the national crime and safety conversation. This is

true especially as communities, businesses, and public safety institutions increasingly rely on technology to drive insights to generate leads and solve and prevent criminal activities.

Why License Plates Matter

According to the most recent FBI crime clearance data available, less than 50% of violent crime gets solved. Police are understaffed, have too many cases on their desks, and lack actionable evidence — like a license plate number. That's why Flock Safety built a solution that focuses on license plate recognition (LPR) and Vehicle Fingerprint™ technology.

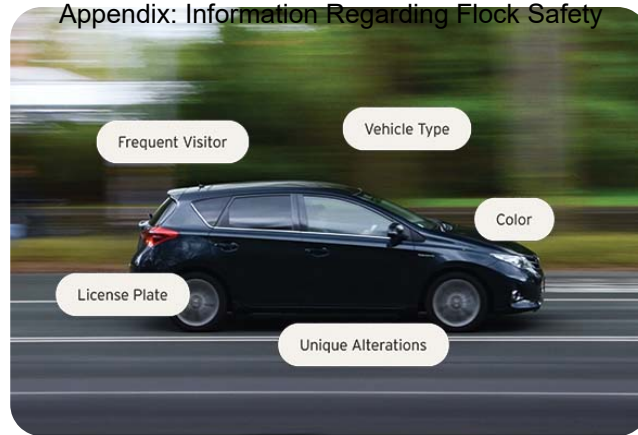
A license plate is often the number-one piece of evidence that the authorities need to take action.

A license plate gives authorities a clear direction in their investigation. It's also linked to the history of the vehicle, so if the vehicle or plates have been stolen, law enforcement can act on that information.

Unlike historically-biased eyewitness testimony, a license plate number eliminates the potential for bias or false identifications.

How License Plate Recognition Cameras Enhance Security

Appendix: Information Regarding Flock Safety



- **Instantly searchable data**, including plate numbers or missing/covered plates, as well as vehicle make, model, color, alterations, and other unique identifying information. With a standard camera, you have to go through hours of footage to find the captured crime.
- **Integration with local law enforcement** to identify vehicles involved in crimes from retail theft to amber alerts. When the camera identifies a flagged license plate, the camera will notify the authorities automatically, with no action needed by the camera owner.
- **Actionable evidence to bring to the authorities.** Providing objective evidence mitigates bias and gives law enforcement what they need to quickly and effectively investigate a crime.
- **24/7 protection.** Even full-time security guards can't monitor the entirety of a property. And if a crime does occur on their watch, actionable evidence is not always available to make an arrest.

The benefits of license plate recognition technology extend to many individuals within a community, from law enforcement and business owners, to neighborhoods, schools, and beyond.

Neighborhoods, Gated Communities, and HOAs

Homeowners associations charged with providing security services for neighborhood spaces must review and evaluate a wide array of options for securing their communities.

Communities often decide between traditional security options such as gates, lighting, and security patrols. Many residents already use personal security devices like smart doorbells, cameras, alarm systems, and motion sensor-activated outdoor lighting.

As a way to supplement these traditional security measures, license plate recognition cameras can fill in any security gaps and bolster evidence in the event of a crime. They also minimize the risk to residents, security personnel, and neighborhood watch volunteers by reducing the need for face-to-face confrontation and providing 24/7 protection.

The Flock Safety Advantage for Neighborhoods

- Flock Safety's camera systems are hassle-free. Cameras are leased, so your neighborhood always has the latest model.
- Flock cameras are budget-friendly and run primarily on LTE and solar panels, ensuring no hidden costs. You don't need to run electricity, wifi, or anything else to them.
- Flock Safety cameras are discretely designed, so they don't compromise the neighborhood aesthetic.
- Flock respects your privacy. The encrypted data collected is 100% owned by your HOA or community and is only kept for 30 days by default.

[Learn more](#) about how Flock Safety can help your neighborhood work with law enforcement to reduce

crime rates, protect home values, and give your residents peace of mind.

Commercial Businesses

Retail theft is a growing issue for retailers of all sizes. The National Retail Foundation found that organized retail crime (ORC) rose by almost 20% from 2021 to 2022. Businesses may struggle to prevent thefts and have limited ability to track down suspects after the fact, even with in-store video footage.

The same survey also showed that 88% of retailers note that, in general, shoplifters exhibit “somewhat more” or “much more” aggressive and violent behavior compared to the previous year.

Facing a growing threat of shoplifting, robbery, cyber theft, and violent crimes, half of the survey respondents said they would add technology resources for their security needs. A license plate recognition camera allows a business to link a shoplifter or other suspect to a vehicle, making it more likely they can be identified and arrested.

Crimes also happen outside businesses, such as parking lot smash-and-grabs, which LPR cameras can help prevent and solve. If an unauthorized person enters the premises, LPR cameras can alert administrators to prevent any unwanted confrontation.

The Flock Safety Advantage for Businesses

Appendix: Information Regarding Flock Safety

- Cameras run on solar power and LTE for easy installation almost anywhere on your property, with no additional utility bills or IT integration.
- Place at-risk vehicles on a Custom Hot List to get automatic alerts when they drive by your cameras.
- Easily search all of your footage based on time, location and detailed vehicle criteria.
- Option to share evidence and alerts from your cameras with local law enforcement so they can act quickly if an incident occurs.

Learn more about [how Flock Safety can help your business](#) reduce crime, improve customer experience, and keep employees safe.



License plate recognition cameras can automatically notify the authorities of suspected vehicles

Apartment Complexes

If you're managing apartments or other rental properties, resident safety is a top priority for retention and reputation. Crime and a high rate of resident turnover can be extremely costly.

Implementing license plate recognition cameras can help prevent these issues and provide protection for your residents, leading to a safe community and satisfied residents.

Property managers have to juggle various responsibilities with multiple units or properties. LPR cameras can help reduce the burden by automatically alerting authorities when a crime occurs and producing actionable evidence without the need to sift through hours and hours of CCTV footage.

The Flock Safety Advantage for Property Managers

- Flock takes care of hardware, permitting, installation, maintenance and software training for a single annual subscription price.
- Flock cameras are solar-powered and run on LTE, which means they do not increase utility costs or rely on potentially unstable Wi-Fi.
- License plate reading cameras capture vehicle data day and night, and automatically alert law enforcement if a wanted vehicle passes by.

Learn more about [how Flock Safety helps improve resident safety](#), satisfaction, and retention while reducing crime rates and protecting your investment.

Improvement Districts

Often, business and property owners will join an improvement district in an effort to help maintain and promote a safe and thriving community for businesses, visitors, and residents. Reducing crime and increasing safety are among the top priorities for such improvement

districts, ultimately leading to higher property values, better business development opportunities, and happier residents and customers.

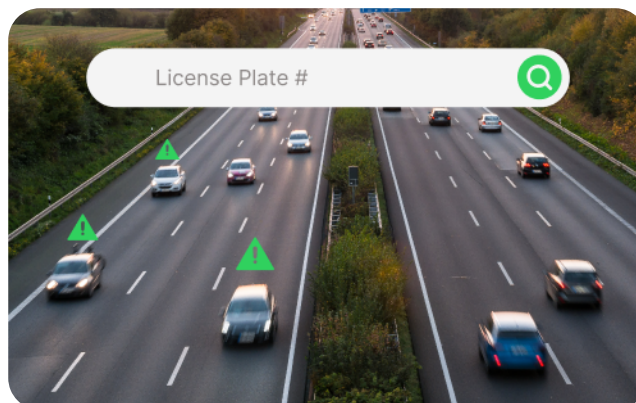
License plate recognition technology can monitor the area and **reduce crime** by creating a security presence. LPR cameras run unattended 24 hours a day, 7 days a week, handling high volumes of traffic and license plates.

Additionally, LPR camera systems can be shared with law enforcement, allowing them to take immediate action when an at-risk vehicle is detected.

The Flock Safety Advantage for Improvement Districts

- Hardware, permitting, installation, maintenance and software are handled by Flock.
- Flock Safety cameras run on solar power and LTE for easy installation almost anywhere with no additional utility bills.
- Flock Safety data can be shared with law enforcement, providing footage that is searchable and easy to sift through.

Learn more about **[how Flock Safety helps Improvement Districts](#)** by reducing crime.



Success With Flock Safety

Flock Safety's license plate recognition camera systems are helping create safer communities across the United States. Flock is present in 47 states and thousands of cities.

Police departments across the country are seeing success using Flock Safety cameras, such as Gwinnett Police, who in 2021 used Flock LPRs to recover 104 stolen vehicles that were worth a total of \$1.47 million, locate 93 wanted persons, and assist in a 53% decrease in commercial burglaries in one year.

- Cobb County Police attribute a 100% homicide clearance rate over 2 years in part to Flock LPR cameras.
- Castle Rock, CO saw a 25% decrease in auto thefts in 2021 followed by a 15% decrease in 2022, for a total of a 40% reduction in car theft after installing Flock cameras.
- Peoria Police Department reported that shooting incidents declined 28 percent, shooting victims declined 26 percent and shooting murders dropped 26 percent from 2021 to 2022 after deploying Flock cameras.

Whether you're a business owner, HOA board member, property manager, law enforcement officer, or other professional seeking to protect yourself and your community, Flock Safety will help improve security and lower crime rates.

Appendix: Salary Survey

	A	B	C	D	E	F	G	H	I	J
2		City of Exeter								
3	Police Classifications	Step A	Step B	Step C	Step D	Step E				
4	Chief of Police	10253	10,765	11,196	11,645	12,110				
5	Lieutenant	7691	8,075	8,479	8,903	9,348				
6	Sergeant	6069	6,372	6,691	7,026	7,376				
7	Police Officer	4755	4,993	5,243	5,505	5,780				
10		City of Woodlake								
11		Step A	Step B	Step C	Step D	Step E				
12	Chief of Police	10274		10788		11327				
13	Police Lieutenant	8550		8978		9428				
14	Police Sergeant	6166	6475	6798	7138	7495				
15	Police Officer	4831	5073	5326	5593	5872				
16										
17		City of Farmerville								
18		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
19	Police Chief	11,426	11783.1	12151.28	12531.01	12922.6	13326.44	13742.89	14172.35	14615.24
20	Police Commander	8001	8251.03	8508.876	8774.778	9048.99	9331.771	9623.389	9924.12	10234.25
21	Police Sergeant	5970	6156.56	6348.955	6547.36	6751.965	6962.964	7180.556	7404.949	7636.353
22	Corporal	4679	4825.22	4976.007	5131.507	5291.867	5457.237	5627.776	5803.644	5985.008
23	Police Officer	4455	4594.22	4737.788	4885.844	5038.527	5195.981	5358.355	5525.804	5698.485
24										
25		City of Lindsay								
26		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
27	Police Chief	7,186				10,484				
28	Police Lieutenant	7167.33	7525.7	7901.981	8297.08	8711.934	9147.531	9604.908		
29	Police Sergeant	5354.27	5621.98	5903.083	6198.237	6508.149	6833.556	7175.234		
30	Police Corporal	4849.87	5092.36	5346.982	5614.331	5895.047	6189.8	6499.29		
31	Police Officer	4397.47	4617.34	4848.211	5090.621	5345.152	5612.41	5893.03		
32										
33										
34		City of Tulare								
35		Step A	Step B	Step C	Step D	Step E				
36	Police Chief	13288.9	13953.3	14650.96	15383.5	16152.68				
37	Police Captain	10251.1	10763.6	11301.78	11866.87	12460.22				
38	Police Lieutenant	9277.86	9741.75	10228.84	10740.28	11277.3				
39	Police Sergeant	7988.5	8387.93	8807.321	9247.687	9710.072				
40	Police Corporal	6838.91	7180.86	7539.898	7916.893	8312.738				
41	Police Officer	6189.62	6499.1	6824.056	7165.259	7523.522				
42	Police Officer Trainee	4672.72	4909.51	5154.986	5412.735	5683.372				

Appendix: Statistics of Surrounding Cities

City	Population	Average Household Income	Percentage of Population Below Poverty Line	Crime Rate
Farmersville	10,324	\$52,714	24.6%	51.42 per 1,000 residents
Woodlake	7,590	\$44,719	24.5%	51.69 per 1,000 residents
Tulare	70,693	\$65,933	17.5%	33.11 per 1,000 residents

DRAFT

Appendix: Photos



Appendix: Photos



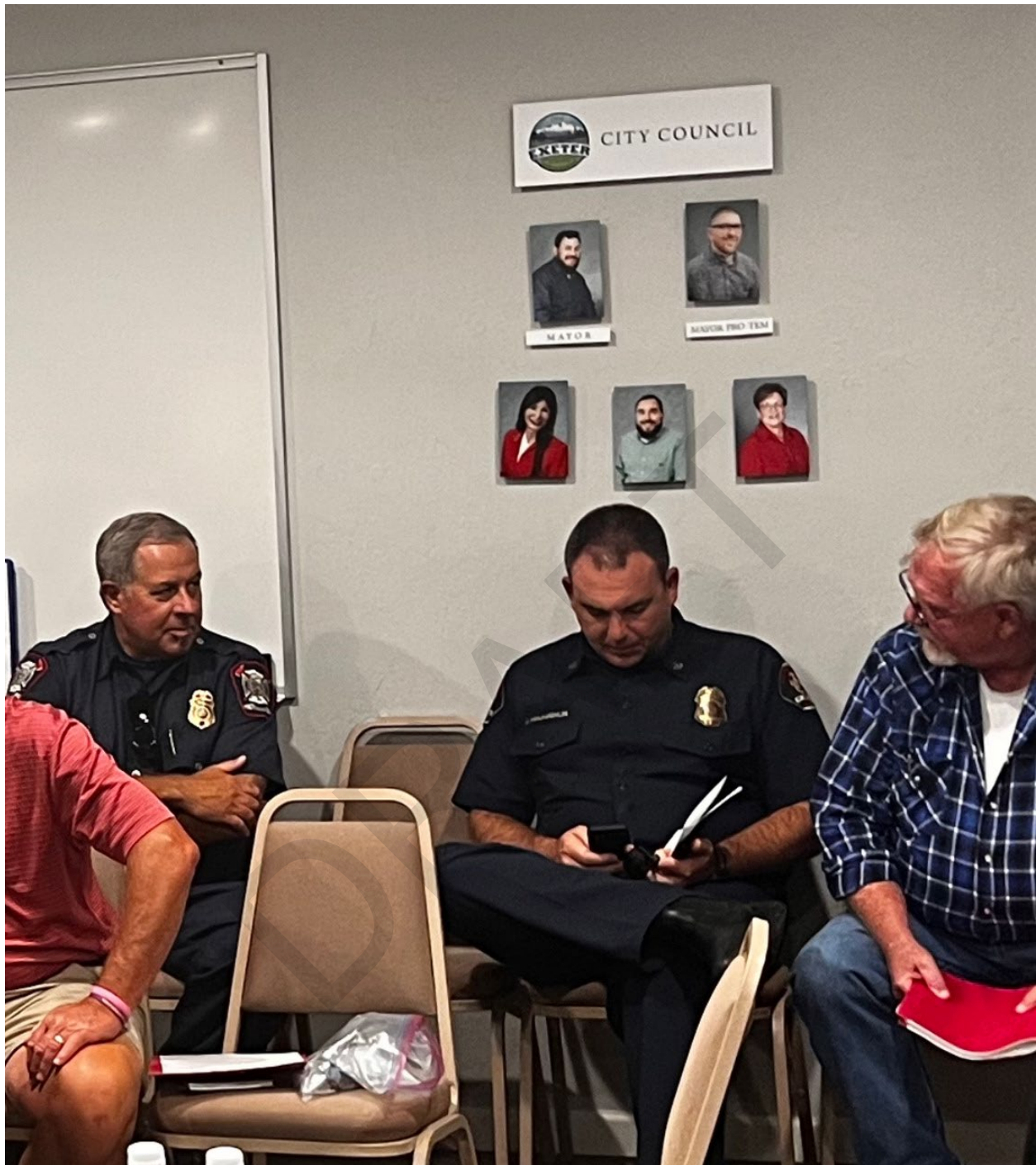
Appendix: Photos



Appendix: Photos



A group of people, including police officers and civilians, are seated in a room for a meeting. A man in a police uniform is speaking at a podium. A woman in a white top is seated next to him. The room has a whiteboard, a ceiling fan, and a sign that reads "MAXIMUM OCCUPANCY 17".



City of Exeter Agenda Item Transmittal

Meeting Date: May 28, 2024

Agenda Item Number: J.2.

Wording for Agenda: Adoption of Resolution 2024-11, A Resolution of the City Council of the City of Exeter granting a utility easement and right of way along portions of North Filbert Road to Southern California Edison Company, across and along certain real property related to the Yokohl Landing Development and authorizing the City Administrator to execute the agreement and any and all documents necessary to complete the easement transaction, subject to minor language modifications as determined necessary by the City Attorney.

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

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**

Department Recommendation:

Staff recommends that the City Council adopt Resolution 2024-11 as presented.

Summary/Background:

As part of the approved Yokohl Landing development, Southern California Edison Company has requested a utility easement along certain portions of real property (Landscape and Lighting District Lots) along North Filbert Road for the purpose of conveying utility services to said development.

The locations of the real property are described as follows:

Various strips of land lying within outlot A and outlot B of Yokohl Landing, as per map recorded in volume 45, page 5 of maps, in the office of the County Recorder of said County, the easterly lines of said strips and described as follows:

Strip #1 (5.00 feet wide)

Commencing at the northeast corner of said outlot A; thence along the easterly line of said outlot A, south 40.82 feet to the true point of beginning; thence continuing along said easterly line, south 26.50 feet to a point of ending hereinafter referred to as point "A".

Strip #2 (8.25 feet wide)

Beginning at said point "A"; thence along the easterly line of said outlot A, south 10.00 feet to a point of ending.

Strip #3 (8.25 feet wide)

Commencing at the northerly terminus of that certain course in the easterly line of said outlot B, shown as "South 254.06 feet" on said map of Yokohl Landing, thence along said easterly line, south 69.34 feet to the true point of beginning; thence continuing along said easterly line, south 10.00 feet to a point of ending.

The Grant of Easement Document is attached hereto as Exhibit "A".

Fiscal Impact:

The execution of this utility easement agreement will have no fiscal impact on the City.

Prior Council/Board Actions:

None.

Attachments:

- Exhibit "A" - Southern California Edison Easement Agreement Document
- Resolution No. 2024-11

Recommended motion to be made by Council/Board: I move to adopt Resolution 2024-11 as presented.

Exhibit "A"

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00.		DISTRICT San Joaquin Valley	SERVICE ORDER TD2066617	SERIAL NO.	MAP SIZE
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME		GVM LA-0719-C APN 138-200-001	APPROVED: VEGETATION & LAND MANAGEMENT	BY SLS/PM	DATE 09/08/2023

CITY OF EXETER (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Tulare, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN OUTLOT A AND OUTLOT B OF YOKOHL LANDING, AS PER MAP RECORDED IN VOLUME 45, PAGE 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE EASTERLY LINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (5.00 FEET WIDE)

COMMENCING AT THE NORTHEAST CORNER OF SAID OUTLOT A; THENCE ALONG THE EASTERLY LINE OF SAID OUTLOT A, SOUTH 40.82 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 26.50 FEET TO A POINT OF ENDING HEREINAFTER REFERRED TO AS POINT "A".

STRIP #2 (8.25 FEET WIDE)

BEGINNING AT SAID POINT "A"; THENCE ALONG THE EASTERLY LINE OF SAID OUTLOT A, SOUTH 10.00 FEET TO A POINT OF ENDING.

STRIP #3 (8.25 FEET WIDE)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE EASTERLY LINE OF SAID OUTLOT B, SHOWN AS "*SOUTH 254.06 FEET*" ON SAID MAP OF YOKOHL LANDING; THENCE ALONG SAID EASTERLY LINE, SOUTH 69.34 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 10.00 FEET TO A POINT OF ENDING.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this ____ day of _____, 20__.

GRANTOR

CITY OF EXETER

Signature

Print Name

Title

EXECUTED this ____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a
corporation

Signature

Print Name

Title

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 _____)

On _____ before me, _____, a Notary Public, personally appeared _____, 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.

Signature _____ (Seal)

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 _____)

On _____ before me, _____, a Notary Public, personally appeared _____, 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.

Signature _____ (Seal)

**OUTLOT A
YOKOHL LANDING
M.B. 45/5
TULARE COUNTY**

**LOT 1
YOKOHL LANDING
M.B. 45/5
TULARE COUNTY**

30'

NORTH FILBERT ROAD

POC
STRIP #1

TPOB
STRIP #1

STRIP #1
5' WIDE

STRIP #2
8.25' WIDE

PT. "A"

SOUTH 40.82'

SOUTH 26.50'

SOUTH 10.00'



SCE EASEMENT	
DSE802302262	TD2066617
SLS/PM	09/08/23

LEGEND
 DENOTES
SCE EASEMENT AREA
POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING

ATWOOD AVENUE

OUTLOT B
YOKOHL LANDING
M.B. 45/5
TULARE COUNTY

LOT 12
YOKOHL LANDING
M.B. 45/5
TULARE COUNTY



POC
STRIP #3

SOUTH 254.06'

SOUTH 69.34'

TPOB
STRIP #3

STRIP #3
8.25' WIDE

SOUTH 10.00'

NORTH FILBERT ROAD

30'

SCE EASEMENT	
DSE802302262	TD2066617
SLS/PM	09/08/23

LEGEND



DENOTES
SCE EASEMENT AREA

POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING

RESOLUTION NO. 2024-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER GRANTING A UTILITY EASEMENT AND RIGHT OF WAY ALONG PORTIONS OF NORTH FILBERT ROAD TO SOUTHERN CALIFORNIA EDISON COMPANY, ACROSS AND ALONG CERTAIN REAL PROPERTY RELATED TO THE YOKOHL LANDING DEVELOPMENT, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT AND ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE EASEMENT TRANSACTION, SUBJECT TO MINOR LANGUAGE MODIFICATONS AS DETERMINED NECESSARY BY THE CITY ATTORNEY

WHEREAS, as part of the approved Yokohl Landing development, Southern California Edison Company has requested a utility easement along certain portions of real property along North Filbert Road for the purpose of conveying utility services to said development; and

WHEREAS, the locations of the real property are described as follows:

Various strips of land lying within outlot A and outlot B of Yokohl Landing, as per map recorded in volume 45, page 5 of maps, in the office of the County Recorder of said County, the easterly lines of said strips and described as follows:

Strip #1 (5.00 feet wide)

Commencing at the northeast corner of said outlot A; thence along the easterly line of said outlot A, south 40.82 feet to the true point of beginning; thence continuing along said easterly line, south 26.50 feet to a point of ending hereinafter referred to as point "A".

Strip #2 (8.25 feet wide)

Beginning at said point "A"; thence along the easterly line of said outlot A, south 10.00 feet to a point of ending.

Strip #3 (8.25 feet wide)

Commencing at the northerly terminus of that certain course in the easterly line of said outlot B, shown as "South 254.06 feet" on said map of Yokohl Landing, thence along said easterly line, south 69.34 feet to the true point of beginning; thence continuing along said easterly line, south 10.00 feet to a point of ending; and

WHEREAS, the City of Exeter desires to grant the aforementioned easement and right of way to Southern California Edison Company for the purpose of conveying utility services to the Yokohl Landing development.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Exeter, State of California, hereby adopts Resolution No. 2024-11 granting a utility easement and right of way along portions of North Filbert Road to Southern California Edison Company, across and along certain real property related to the Yokohl Landing Development, and authorizing the City Administrator to execute the agreement and any and all documents necessary to complete the easement transaction, subject to minor language modifications as determined necessary by the City Attorney.

The foregoing resolution was adopted upon a motion of Council Member _____, and seconded by Council Member _____, and carried by the following vote at the City Council meeting held on May 28, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

Frankie Alves, Mayor

ATTEST:

Francesca Quintana, City Clerk