



EXETER CITY COUNCIL AGENDA

TUESDAY, JUNE 10, 2025

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

137 North "F" Street, Exeter, California 93221

CITY ADMINISTRATOR

Jason Ridenour

MAYOR

Jacob Johnson

PUBLIC WORKS DIRECTOR

Zachary Boudreaux

INTERIM CHIEF OF POLICE

Robert Schimpf

MAYOR PRO TEM

Jeff Wilson

CITY ATTORNEY

Julia Lew

FINANCE DIRECTOR/CITY
TREASURER

Eekhong Franco

COUNCIL MEMBERS

Frankie Alves

Vicki Riddle

Bobby Lentz

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. 65956.9(d)(4) Conference with Legal Counsel
Re: Potential Initiation of Litigation: Four (4) Cases
2. 65956.9(d)(2) Conference with Legal Counsel
Re: Potential Exposure to Litigation: One (1) Case, Facts not known by Potential Plaintiff

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 Mayor Johnson.

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:

1. Oath of Office of Police Lieutenant Rob Moore (p. 4)
Presented by Francesca Quintana, City Clerk/Human Resources Manager

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 27, 2025, regular meeting minutes (pp. 5 – 11)
2. Payment of Bills (pp. 12 – 16)
3. June 06, 2025, Payroll (pp. 17 – 22)
4. Approval of an additional request from Exeter Lions Club to allow for the sale and consumption of alcohol within an enclosed, controlled area at Dobson Field during the Independence Day Celebration July 03, 2025 (pp. 23 – 30)
5. Approval of Emergency Dispatch and Communication Services Agreement Between the County of Tulare and the City of Exeter for Fiscal Year 2025–2026 and Authorization for the City Administrator to Execute the Agreement (pp. 31 – 42)
6. Authorization for the City Administrator to Execute a Five-Year Agreement with the Tulare County Information & Communications Technology Department's Radio Shop ("TCiCT") for Radio and Communications Maintenance Services (pp. 43 – 52)
7. Approval to pay invoice from West Valley Construction in the Amount of \$20,294.63 for an emergency water valve repair in the area of Glaze Avenue and South Filbert Road (pp. 53 – 64)

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. Public hearing to consider adoption of **Resolution 2025-19**, A Resolution of the City Council of the City of Exeter approving the City of Exeter's Fiscal Year 2025/26 list of projects funded by SB 1: The Road Repair and Accountability Act (pp. 65 – 69)
Presented by Zachary Boudreaux, Public Works Director
2. Consider Adoption of **Resolution 25-18**, A Resolution of the City Council of the City of Exeter, authorizing and directing the City Administrator to pursue the funding and development of a Local Roads Safety Plan (LRSP) (pp. 70 – 73)
Presented by Jason Ridenour, City Administrator
3. Consider authorization to enter into a contract with IMS to conduct a Street Pavement Analysis, approval proposal submitted by IMS and appropriation of funds (pp. 74 – 107)
Presented by Zachary Boudreaux, Public Works Director
4. Consider authorizing arrangement of a contract with Avila General Engineering to grade the parking lot located on the southwest corner of F St. and E Palm St, transport out excess soil, transport and place in asphalt grindings; and approve necessary funds (pp. 108 – 112)
Presented by Zachary Boudreaux, 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)

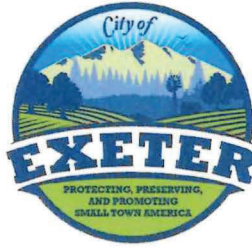
I declare under penalty of perjury that I am employed by the City of Exeter, in the Administrator's Office; and that I posted this Agenda on the bulletin board outside of City Hall 137 N. F St. Exeter CA 93221 on June 6, 2025 and online on the [City of Exeter website](#).



Francesca Quintana, 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 314 W. Firebaugh, Exeter CA 93221 during normal business hours.



Oath of Office

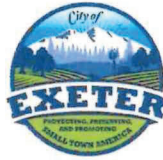
I, Rob Moore, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Rob Moore, Police Lieutenant

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

Subscribed and sworn before me this 10th day of June of 2025.

Francesca Quintana, City Clerk



EXETER CITY COUNCIL AGENDA

ACTION MINUTES

TUESDAY, MAY 27, 2025

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

137 North "F" Street, Exeter, California 93221

CITY ADMINISTRATOR

Jason Ridenour

MAYOR

Jacob Johnson

PUBLIC WORKS DIRECTOR

Zachary Boudreaux

INTERIM CHIEF OF POLICE

Rob Schimpf

MAYOR PRO TEM

Jeff Wilson

CITY ATTORNEY

Julia Lew

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Frankie Alves

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Vickie Riddle

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DEPUTY CITY CLERK

Christina Arias

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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 27, 2025, at 6:00 p.m., in the Exeter City Council Chambers, 137 North F Street in Exeter CA 93221.

COUNCIL PRESENT: Jacob Johnson, Jeff Wilson, Frankie Alves, Bobby Lentz, and Vicki Riddle.

COUNCIL ABSENT: None.

STAFF PRESENT: Jason Ridenour, Adam Ennis, Julia Lew, Francesca Quintana, Rob Schimpf, and Christina Arias.

6:00 p.m.

A. CALL TO ORDER CLOSED SESSION

Mayor Johnson called the closed session to order at 6:01 p.m.

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS

Mayor Johnson requested those who wish to speak on matters listed on the Closed Session Agenda to do so at this time.

No public comment was presented.

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

1. 54956.9 Consideration of Liability Claims
Claimant: Diane Bynum
Claimed Against: City of Exeter
2. 65956.9(d)(4) Conference with Legal Counsel
Re: Potential Initiation of Litigation: Three (3) Cases
3. 65956.9(d)(2) Conference with Legal Counsel
Re: Significant Exposure to Litigation: Three (3) Cases, facts not known to potential plaintiffs

Mayor Johnson adjourned the closed session at 6:58 p.m.

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

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

Mayor Johnson called the regular session to order at 07:04 p.m. City Attorney Julia Lew reported that action was taken by the City Council on the closed session item regarding Consideration of Liability Claims, Claimant: Diane Bynum Claimed Against: City of Exeter. It was moved by Mayor Pro Tem Wilson and seconded by Riddle that the claim be rejected. The motion carried 5-0.

E. INVOCATION

Presented by Pastor Allen Whittenburg.

F. PLEDGE OF ALLEGIANCE

Led by Mayor Johnson.

G. PUBLIC COMMENTS:

Chief Castellow of Porterville congratulated new City Administrator Jason Ridenour on his appointment. Castellow also congratulated Rob Schimpf on his appointment as Chief of Police.

Leslie Caviglia of Visalia congratulated new City Administrator Jason Ridenour on his appointment and was happy with the interview panel's decision to hire him as Exeter's next City Administrator. Caviglia also congratulated Adam Ennis on his retirement.

Martha Flores of Porterville congratulated new City Administrator Jason Ridenour on his appointment.

PK Whitmire congratulated new City Administrator Jason Ridenour on his appointment and congratulated Adam Ennis on his retirement. Whitmire also shared an update regarding the Fugate Project and planning commission items.

John Lollis of Visalia congratulated new City Administrator Jason Ridenour on his appointment and congratulated Adam Ennis on his retirement.

H. SPECIAL PRESENTATIONS:

1. Resolution of Commendation Honoring Retiring City Administrator Adam Ennis
Presented by Mayor Johnson
2. Oath of Office of incoming City Administrator Jason Ridenour
Presented by Francesca Quintana, City Clerk/Human Resources Manager

I. CONSENT CALENDAR:

1. Approval of May 13, 2025, regular meeting minutes (pp. 7 – 11)
2. Payment of Bills (pp. 12 – 21)
3. May 9, 2025, Payroll (pp. 22 – 27)
4. May 23, 2025, Payroll (pp. 28 – 33)
5. Authorize an extension of the existing agreement with the non-profit Sequoia Community Corps, a project of Community Services Employment Training, Inc. (CSET) of Tulare County, to operate a California Redemption Value (CRV) beverage container mobile buy back center on the City's property located at 314 West Firebaugh in Exeter, through June 30, 2027 (pp. 34 – 42)
6. Amended Third Quarter Treasurer's Report (pp. 43 – 44)

Approval of Consent Calendar as presented.							
1 st	2 nd	Result	JOHNSON	WILSON	ALVES	RIDDLE	LENTZ
ALVES	WILSON	(5-0)	AYE	AYE	AYE	AYE	AYE

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

J. INDIVIDUAL BUSINESS ITEMS:

1. Public hearing to consider adoption of **Resolution 2025-14**, A Resolution of the City Council of the City of Exeter, approving the Engineer's Report and confirming the diagram and assessment therein for Glenn View Estates Assessment District No. 25-01 at the B Level of Service; Adopting **Resolution 2025-15** certifying the process to place Special Assessments on the Tulare County secured property tax roll for Landscape and Lighting Maintenance Districts if the consolidation of the district is approved by the property owners through the balloting conducted (pp. 45 – 68)
Presented by John Doyel, Contract City Engineer

Council Member Alves recused himself from this item due to a conflict of interest and sat in the audience as a member of the public.

Contract City Engineer John Doyel provided a report for the City Council's review and consideration.

Mayor directed the City Clerk to count the ballots received.

Mayor Johnson opened the item up for public comment at 7:31 p.m. Public comment from Frankie Alves. Alves hoped the resolutions passed. Mayor closed the public hearing at 7:32 p.m.

City Clerk reported ballot results of 10 approval ballots and 8 disapproval ballots, resulting in majority approval.

Adoption of Resolution 2025-14, A Resolution of the City Council of the City of Exeter, approving the Engineer's Report and confirming the diagram and assessment therein for Glenn View Estates Assessment District No. 25-01 at the B Level of Service; Adoption of Resolution 2025-15 certifying the process to place Special Assessments on the Tulare County secured property tax roll for Landscape and Lighting Maintenance Districts if the consolidation of the district is approved by the property owners through the balloting conducted, as presented.							
1 st	2 nd	Result	JOHNSON	WILSON	RIDDLE	ALVES	LENTZ
WILSON	RIDDLE	(4-0)	AYE	AYE	AYE	RECUSED	AYE

It was moved by Mayor Pro Tem Wilson and seconded by Council Member Riddle to adopt Resolution 2025-14, a Resolution of the City Council of the City of Exeter, approving the Engineer's Report and confirming the diagram and assessment therein for Glenn View Estates Assessment District No. 25-01 at the B Level of Service; adopt Resolution 2025-15 certifying the process to place Special Assessments on the Tulare County secured property tax roll for Landscape and Lighting Maintenance Districts, based on the results of the property owner balloting conducted, as presented. The motion carried 4-0, noting that Council Member Alves recused himself from this item.

2. Public hearing to consider adoption of **Resolution 2025-16**, A Resolution of the City Council of the City of Exeter, approving the Engineer's Report and confirming the diagram and assessment therein for Park Place Assessment District No. 25-02 at the B Level of Service; Adopting **Resolution 2025-17** certifying the process to place Special Assessments on the Tulare County secured property tax roll for Landscape and Lighting Maintenance Districts if the consolidation of the district is approved by the property owners through the balloting conducted (pp. 69 – 87)
Presented by John Doyel, Contract City Engineer

Contract City Engineer John Doyel provided a report for the City Council's review and consideration.

Mayor directed the City Clerk to count the ballots received.

Mayor Johnson opened the item up for public comment at 7:33 p.m. No public comment was presented. Receiving no public comment, Mayor closed the public hearing at 7:34 p.m.

City Clerk reported ballot results of 36 approval ballots and 4 disapproval ballots, resulting in majority approval.

Adoption of Resolution 2025-16, A Resolution of the City Council of the City of Exeter, approving the Engineer's Report and confirming the diagram and assessment therein for Park Place Assessment District No. 25-02 at the B Level of Service; Adopt Resolution 2025-17 certifying the process to place Special Assessments on the Tulare County secured property tax roll for Landscape and Lighting Maintenance Districts if the consolidation of the district is approved by the property owners through the balloting conducted, as presented.							
1 st	2 nd	Result	JOHNSON	WILSON	RIDDLE	ALVES	LENTZ
ALVES	LENTZ	(5-0)	AYE	AYE	AYE	AYE	AYE

It was moved by Council Member Alves and seconded by Council Member Lentz to adopt Resolution 2025-16, A Resolution of the City Council of the City of Exeter, approving the Engineer's Report and confirming

the diagram and assessment therein for Park Place Assessment District No. 25-02 at the B Level of Service; Adopt Resolution 2025-17 certifying the process to place Special Assessments on the Tulare County secured property tax roll for Landscape and Lighting Maintenance Districts based on the results of the property owner balloting conducted, as presented. The motion carried 5-0.

3. Discussion and appointment of a representative to the Measure R Citizens Oversight Committee
Presented by Francesca Quintana, City Clerk/Human Resources Manager

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

Mayor Johnson opened the item up for public comment. No public comment was presented.

Council Member Alves nominated Kirk Gilles and Council Member Riddle supported the nomination.

Appointment of Kirk Gilles as the representative to the Measure R Citizens Oversight Committee.							
1 st	2 nd	Result	JOHNSON	WILSON	RIDDLE	ALVES	LENTZ
ALVES	JOHNSON	(5-0)	AYE	AYE	AYE	AYE	AYE

It was moved by Council Member Alves and seconded by Council Member Johnson to appoint Kirk Gilles to serve as the representative on the Measure R Citizens Oversight Committee. The motion carried 5-0.

4. Consideration of joint sponsorship with the Exeter Chamber of Commerce for one Concert In The Park in the summer of 2025 at a total cost to the City of up to about \$3,500.00 (\$2,000.00 for event and up to \$1,500.00 for insurance).
Presented by Francesca Quintana, City Clerk/Human Resources Manager

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

Mayor Johnson opened the item up for public comment. No public comment was presented.

Rejection of joint sponsorship request with the Exeter Chamber of Commerce for the Concert in the Park event in summer of 2025 at a total cost to the City of up to about \$3,500.00 (\$2,000.00 for event and up to \$1,500.00 for insurance).							
1 st	2 nd	Result	JOHNSON	WILSON	RIDDLE	ALVES	LENTZ
JOHNSON	ALVES	(5-0)	AYE	AYE	AYE	AYE	AYE

It was moved by Mayor Johnson and seconded by Council Member Alves to reject the request of a joint sponsorship with the Exeter Chamber of Commerce for the Concert in the Park event in summer of 2025 a total cost to the City of up to about \$3,500.00 (\$2,000.00 for event and up to \$1,500.00 for insurance). The motion carried 5-0.

5. Consider authorizing City Staff to negotiate an agreement for the implementation of a SCADA system by Telstar Instruments of Hanford, California in the amount of \$552,670.00 and approve appropriation of funds from the Water Fund (\$405,299.00) and Sewer Fund (\$147,371.00), including a 10.0% contingency (pp. 94 – 112)
Presented by Zachary Boudreaux, Public Works Director

Public Works Director Zachary Boudreaux provided a report for the City Council's review and consideration.

Mayor Johnson opened the item up for public comment. No public comment was presented.

Authorization for City Staff to negotiate an agreement for the implementation of a SCADA system by Telstar Instruments of Hanford, California in the amount of \$552,670.00 and approve appropriation of funds from the Water Fund (\$405,299.00) and Sewer Fund (\$147,371.00), including a 10.0% contingency, as presented.							
1 st	2 nd	Result	JOHNSON	WILSON	RIDDLE	ALVES	LENTZ
WILSON	ALVES	(5-0)	AYE	AYE	AYE	AYE	AYE

It was moved by Mayor Pro Tem Wilson and seconded by Council Member Alves to authorize City Staff to negotiate an agreement for the implementation of a SCADA system by Telstar Instruments of Hanford, California in the amount of \$552,670.00 and approve appropriation of funds from the Water Fund (\$405,299.00) and Sewer Fund (\$147,371.00), including a 10.0% contingency, as presented. The motion carried 5-0.

K. CITY COUNCIL ITEMS OF INTEREST

Council Member Alves hoped everyone had an enjoyable memorial day holiday. Alves extended well wishes to Adam Ennis on his retirement. Alves announced that the League of Cities is seeking someone to serve on their board.

Mayor Pro Tem Wilson shared that he attended numerous events and meetings in the community. Wilson requested a future meeting on city council goals and objectives. Wilson thanked Adam Ennis for his service and congratulated him on his retirement.

Council Member Riddle shared that she attended numerous events and meetings in the community. Riddle provided an update on SR65 and Marinette. Riddle attended a great memorial day service and thanked all veterans for their service. Riddle shared that QK is planning a study on ADA parking. Riddle shared information regarding the upcoming league of cities annual conference and expo. Riddle requested City Staff follow up with the developer of the jack in the box project. Riddle thanked Adam Ennis for his service and congratulated him on his retirement.

Council Member Lentz attended the Greater Kaweah Rural Communities Committee meeting. Lentz attended and thanked City Staff for putting on the employee appreciation event.

Mayor Johnson thanked Adam Ennis for his service and congratulated him on his retirement.

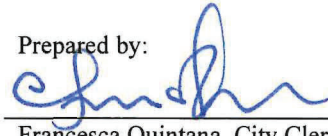
L. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

City Administrator Jason Ridenour, Public Works Director Zach Boudreaux, Interim Police Chief Rob Schimpf, City Attorney Julia Lew, and City Clerk/Human Resources Manager Francesca Quintana provided a brief update on City and department related items.

M. REGULAR MEETING ADJOURNMENT

Mayor Johnson adjourned the meeting at 8:52 p.m.

Prepared by:

A handwritten signature in blue ink, appearing to read 'Francesca Quintana', written over a horizontal line.

Francesca Quintana, City Clerk

Report Selection:

Run Group... 053025 Comment... CHECK RUN 5/30/2025

Approval Date for Report..... 05 30 2025

Payments Through Date..... 05 30 2025

Cutoff Amount to be Used..... 0000000

RUN GROUP... 053025 COMMENT... CHECK RUN 5/30/2025

DATA-JE-ID DATA COMMENT

D-05302025-705

Run Instructions:

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

AVENU FINANCIAL SYSTEM
5/29/2025 15:30:12

Payments for Publication

CITY OF EXETER
GL335R-V08.22 PAGE

Approved on 5/30/2025 for Payments Through 5/30/2025

Vendor Name	Description	Amount
ACLARA TECHNOLOGIES LLC	NEW 16 MTU DEVICES	2,153.25
ADVENTIST HEALTH TULARE	APR 2025 LAB FEES	90.00
ARIAS/ CHRISTINA	MAY MILE REIM-TU CO RECO	18.06
ARIAS/ JAYDAH	UB DEPOSIT REFUND	107.59
AT&T	APR 2025 LIVESCAN	421.76
AT&T MOBILITY	PW - 04/03/25-05/02/25	403.83
BLUE SHIELD OF CALIFORNIA	06/01/25 - 06/30/25	38,748.27
BUZZ KILL PEST CONTROL	APR 1907 W MEYER PEST CO	196.00
CENTRAL CALIFORNIA BAKING	REFUND-SCE UUT 6/23-5/24	77,070.59
CENTRAL VALLEY BUSINESS FORMS	LABEL WHITE-WTR VIOLATIO	141.50
CLEAN CUT LANDSCAPE MANAGEMENT	APR 2025 CITY PARK MAINT	6,915.00
COLLEGE OF THE SEQUOIAS	PERISHABLE SKILLS#7-ROBL	570.00
COUNTY OF TULARE	APR MONTHLY BILL	3,972.51
DELTA LIQUID ENERGY, ARRO AUTO	MOTOR VEHICLE FUEL	35.80
DEPT OF JUSTICE	APR FINGERPRINTS-BARSS	196.00
EMPLOYER DRIVEN SOLUTIONS	JUNE 2025 COVERAGE	1,622.00
EXETER IRRIGATION & SUPPLY	1" PVC MALE ADAPTER	123.44
FERGUSON US HOLDINGS, INC	3/4X1COUP	1,075.43
FRONTIER CALIFORNIA INC.	5139- 5/14/25-6/13/25	722.06
FUSION CONNECT, INC	0966 5/18/25-6/17/25	563.02
GAMA/ RUFINA	UB DEPOSIT REFUND	99.83
GBR TRANSPORT, INC	5/15-6/14/25 STRGE CONTA	228.38
GOVERNMENT REVENUE SOLUTIONS	CLEARVIEW/STARS 4TH QRT	731.99
HAYES/ RUSSELL D.	REPAIR WIRING-GATE OPENE	175.00
JONES/ GRACE	TEE BALL REFUND-PAX S	60.00
KUNKEL/ MARYKATE	TEE BALL REFUND-CHRISTOP	60.00
LESLEY & ASSOCIATES	PD BUSINESS CARDS	462.59
LOPEZ/ SANTA	SOFTBALL REFUND-SOPHIA	60.00
MCGRATH RENTCORP & SUBSIDIARIE	4/25-5/24/25 PD RENT OFF	1,310.96
MOORE TWINING ASSOCIATES, INC	COURIR SERVICE-REGION 1	2,308.00
MOTOROLA SOLUTIONS, INC	APX UPGRADE RADIOS	35,918.61
NHA ADVISORS, LLC	2020 WTR BND-CONT COMPLI	3,750.00
OSBORN/ MONICA	TEE BALL REFUND-OZZY	60.00
PACE SUPPLY CORP.	3/4 & 1 PIPE CUTTER HEAD	98.03
PENA'S DISPOSAL INC	PD APR 2025 SHRED	85.32
PRINCIPAL LIFE INSURANCE CO.	JUN PREMIUMS-28	3,914.87
PROVOST & PRITCHARD	APR 2025 TOOLEVILLE INTE	2,273.85
RDO EQUIPMENT CO.	2024 VERMEER ATX850	78,511.27
ROBLES/ EVERARDO	REIM PER DIEM-PERISHABLE	232.00
ROMO/ JESSICA	UB DEPOSIT REFUND	120.00
SELF-HELP ENTERPRISES	APR 84 CDBG/STBG AT 7.25	1,126.75
SMITH/ BRUCE	UB DEPOSIT REFUND	71.73
SOUTHERN CALIFORNIA EDISON	9143- 4/9/25-5/8/25	32,943.44
SOUTHERN CALIFORNIA GAS CO.	1600- 4/25/25-5/27/25	237.98
STATE CONTROLLER'S OFFICE	FTB OFFSET7/1/24-6/30/2	28.43
TOWERY/ BRIANNA	TEE BALL REFUND-ARCHER J	60.00
TOWN & COUNTRY CAR WASH	APR 2025 CAR WASH	41.97
UNIVAR SOLUTIONS USA INC	MAY SOD HYPO 1906 MYER	4,572.86

Approved on 5/30/2025 for Payments Through 5/30/2025

Vendor Name	Description	Amount
VALLEY EXPETEC	JUN MONTHLY BILLING	8,269.72
VERIZON WIRELESS	PD 03/29/25-4/28/25	1,073.90

**

Final Totals...

314,033.59

AVENU FINANCIAL SYSTEM
5/29/2025 15:30:12

Payments for Publication

CITY OF EXETER
GL335R-V08.22 PAGE

TOTAL NUMBER OF RECORDS PRINTED 177

AVENU FINANCIAL SYSTEM
05/29/2025 15:30:13

Payments for Publication

CITY OF EXETER
GL060S-V08.22 RECAPPAGI
GL335R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	99,380.80
105	WATER FUND	59,725.02
106	SANITATION FUND	777.03
107	SEWER FUND	71,246.90
109	GAS TAX FUND	34.00
111	CDBG REVOLVING FUND	609.00
116	LOW/MODERATE HOUSING FUND	307.75
117	FTHB PROGRAM INCOME FUND	188.25
121	INSURANCE FUND	44,285.14
128	GRANTS	21.75
137	COPS	35,918.61
141	MEASURE P	1,539.34
TOTAL ALL FUNDS		314,033.59

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	314,033.59
TOTAL ALL BANKS		314,033.59

PAYROLL.....S BI-WEEKLY RUN-06/05/2025 13.54.10 PAGE 1
CHECK FORM..CHEK CHECK REGISTER PR311R-V14.24 Paymate

PERIOD 1 DATING 5/19/2025- 6/01/2025 CHECK DATE 6/06/2025
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1688	63.69	CA STATE DISBURSEMENT UN 2		1 VENDOR CHECK

TOTALS FOR CHECK FORM: CHEK

NEGOTIABLE CHECKS	COUNTS
0.00 *EMPLOYEE CHECKS	0
63.69 *VENDOR CHECKS	1
0.00 *BANK CHECKS	0
63.69 **TOTAL NEGOTIABLE CHECKS	1

OTHER CHECKS

0.00 *MANUAL CHECKS	0
0.00 *CANCELLED CHECKS	0

63.69 **TOTAL FOR CHECK FORM

NON-NEGOTIABLE CHECKS

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

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

RUN-06/05/2025 13.54.10 PAGE 2
PR311R-V14.24 Paymate

PERIOD 1 DATING 5/19/2025- 6/01/2025 CHECK DATE 6/06/2025
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
53759	175.50	CLOCEA	4	1 VENDOR STUB ONLY
53760	252.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
53761	181.70	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
53762	2,150.30	ARIAS/CHRISTINA	730	1 STUB ONLY
53763	5,114.82	ENNIS/ADAM	206	1 STUB ONLY
53764	2,479.68	QUINTANA FRANCESCA N	742	1 STUB ONLY
53765	2,365.40	RIDENOUR/JASON CHARLES	763	1 STUB ONLY
53766	1,411.87	CARTER/AMY JO	502	1 STUB ONLY
53767	77.44	FRANCO/EEKHONG	304	1 STUB ONLY
53768	2,729.39	HERNANDEZ/XOCHITL	306	1 STUB ONLY
53769	1,551.16	MILLER/CATHEY RENE	734	1 STUB ONLY
53770	1,023.26	STANDLEE/NICHOLE LEANE	760	1 STUB ONLY
53771	167.31	STANDLEE/NICHOLE LEANE	760	2 STUB ONLY
53772	1,647.57	TOBIAS/ANTHONY JORDAN	746	1 STUB ONLY
53773	380.94	VEGA/ASHLEY MAKAYLA	753	1 STUB ONLY
53774	2,072.74	BROWN/ANDREW EUGENE	762	1 STUB ONLY
53775	2,978.01	BRYANT/EZRA JOSEPH	752	1 STUB ONLY
53776	1,654.03	CARRETERO/VANESSA	402	1 STUB ONLY
53777	2,905.42	FELIX/ESTEVAN	704	1 STUB ONLY
53778	2,232.41	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
53779	1,206.05	HILL/HANNAH GRACE	747	1 STUB ONLY
53780	2.74	MEYST/JOSHUA WAYNE	754	1 STUB ONLY
53781	749.74	MORENO/MATTHEW	724	1 STUB ONLY
53782	2,253.05	PRIDEAUX/TRACI	448	1 STUB ONLY
53783	9,955.49	PRIDEAUX/TRACI	448	2 STUB ONLY
53784	3,566.27	ROBLES JR/EVERARDO	744	1 STUB ONLY
53785	3,123.50	ROCHA/CRISTINA	731	1 STUB ONLY
53786	2,595.07	VILLARREAL/ISIDRO	707	1 STUB ONLY
53787	2,980.46	YARBER/ISABEL	422	1 STUB ONLY
53788	1,604.69	ALDRIDGE/GARY	618	1 STUB ONLY
53789	3,412.36	BOUDREAUX/ZACHARY MICHA	756	1 STUB ONLY
53790	2,077.40	ESPINOLA/DANIEL M	602	1 STUB ONLY
53791	35.91	GOLDSTROM/NORMAN	629	1 STUB ONLY
53792	1,770.83	HUGGINS/KYLE AARON	621	1 STUB ONLY
53793	687.97	RIVERA/RYAN	733	1 STUB ONLY
53794	832.18	WENDT/EDDIE	626	1 STUB ONLY
53795	274.28	ALANIZ/WYATT BLAIN	757	1 STUB ONLY
53796	137.14	BARSS/TYLER ANN	758	1 STUB ONLY
53797	1,620.42	GARVER/ELIJAH	712	1 STUB ONLY
53798	1,658.06	ARROYO/MARIE	623	1 STUB ONLY
53799	2,038.60	MILLAN/MARCUS	622	1 STUB ONLY
53800	1,455.00	QUIROZ/PATRICK P	512	1 STUB ONLY
53801	1,494.55	RAMIREZ/GABRIEL GRACILI	761	1 STUB ONLY
53802	2,008.75	RAMIREZ/JUAN	608	1 STUB ONLY
53803	1,506.13	CARRASCO/MICHAEL	759	1 STUB ONLY
53804	2,922.55	HIFNER/CHRISTOPHER	736	1 STUB ONLY
53805	957.03	O'SHAUGHNESSY/BRIDGET E	751	1 STUB ONLY

PAYROLL.....S BI-WEEKLY RUN-06/05/2025 13.54.10 PAGE 3
CHECK FORM..STUB CHECK REGISTER PR311R-V14.24 Paymate

PERIOD 1 DATING 5/19/2025- 6/01/2025 CHECK DATE 6/06/2025
DIRECT DEPOSIT IS TURNED ON

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

NEGOTIABLE CHECKS	COUNTS
0.00 *EMPLOYEE CHECKS	0
0.00 *VENDOR CHECKS	0
0.00 *BANK CHECKS	0
0.00 **TOTAL NEGOTIABLE CHECKS	0

OTHER CHECKS	
0.00 *MANUAL CHECKS	0
0.00 *CANCELLED CHECKS	0
0.00 **TOTAL FOR CHECK FORM	

NON-NEGOTIABLE CHECKS	
85,867.97 *DIRECT DEPOSIT STUBS	44
609.20 *VENDOR DIR DEP STUBS	3

PAYROLL.....S BI-WEEKLY RUN-06/05/2025 13.54.10 PAGE 4
RECAP BY FUND CHECKS/STUBS/MANUAL/CANC'D PR311R-V14.24 Paymate

PERIOD 1 DATING 5/19/2025- 6/01/2025 CHECK DATE 6/06/2025

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	71,827.30	52,157.45	52,157.45
1	105	8,654.96	14,095.28	14,095.28
1	106	.00	1,038.33	1,038.33
1	107	.00	11,022.66	11,022.66
1	121	.00	2,168.54	2,168.54
1	141	5,385.71	5,385.71	5,385.71

NOTE--"HOME TOTALS" CHECK AMOUNT CAN BE RECONCILED TO THE FIGURES
OF THE FOLLOWING REPORTS:

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

NOTE--"WORKED TOTALS" CHECK AMOUNT CAN BE RECONCILED TO THE FIGURES
OF THE FOLLOWING REPORTS:

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

PAYROLL.....S BI-WEEKLY RUN-06/05/2025 13.54.10 PAGE 5
RECAP BY DEPT CHECKS/STUBS/MANUAL/CANC'D PR311R-V14.24 Paymate

PERIOD 1 DATING 5/19/2025- 6/01/2025 CHECK DATE 6/06/2025

EMR CODE	FUND CODE	DEPT CODE	HOME TOTALS	FULL EMPLOYEE	PART COUNTS	TEMP	FEMALE
1	104	402 ADMINISTRATION	12,110.20	4			2
1	104	403 FINANCE	8,988.94	5	1	1	6
1	104	421 POLICE	38,274.98	12	1		5
1	104	431 STREET	10,421.34	5	2		
1	104	471 RECREATION	2,031.84	1	2		1
1	105	461 WATER	8,654.96	5			1
1	141	405 COMM SERVICE OFFICER	1,506.13	1			
1	141	421 POLICE	2,922.55	1			
1	141	471 RECREATION LEADER	957.03	1			1
TOTAL			85,867.97	35	6	1	16

PERIOD 1 DATING 5/19/2025- 6/01/2025 CHECK DATE 6/06/2025

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

NEGOTIABLE CHECKS		COUNTS
0.00	*EMPLOYEE CHECKS	0
63.69	*VENDOR CHECKS	1
0.00	*BANK CHECKS	0
63.69	**TOTAL NEGOTIABLE CHECKS	1

OTHER CHECKS

0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
63.69	***GRAND TOTAL	

NON-NEGOTIABLE CHECKS

85,867.97	*DIRECT DEPOSIT STUBS	44
609.20	*VENDOR DIR DEP STUBS	3

86,477.17	**TOTAL NON-NEGOTIABLE CHECKS	47
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NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00	*EMPLOYEE CHECKS	0
63.69	*VENDOR CHECKS	1
0.00	*BANK CHECKS	0
85,867.97	*DIRECT DEPOSIT STUBS	44
609.20	*VENDOR DIR DEP STUBS	3

86,540.86	***TOTAL NEGOTIABLE & NON-NEGOT	48
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0.00	*OTHER CHECKS	0
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86,540.86	***TOTAL NEG, NON-NEG, OTHER CHECKS	
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	TOTAL SEQ 1 FEMALES	16
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City of Exeter Agenda Item Transmittal

Meeting Date: June 10, 2025

Agenda Item Number: I.4.

Wording for Agenda: Approval of an additional request from Exeter Lions Club to allow for the sale and consumption of alcohol within an enclosed, controlled area at Dobson Field during the Independence Day Celebration July 03, 2025.

Submitting Department: Public Works
Contact Name: Marie Arroyo, Senior Administrative Assistant
Zach Boudreaux, Director of Public Works
Phone Number: (559)592-3318 ext. 4002
Email: zboudreaux@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

City Staff recommend that the City Council approve the Exeter Lions Club request to permit alcohol sales and consumption in an enclosed and controlled environment at Dobson Field during the Independence Day Celebration on July 03, 2025. This recommendation is based on the Lions Club's positive history of responsibly managing past events involving alcohol and their commitment to meeting all safety, licensing, and insurance requirements.

Summary/Background:

The Exeter Lions Club is requesting additional approval to include the sale and consumption of alcohol within a designated, enclosed beer garden at Dobson Field as part of the Independence Day celebration on July 03, 2025. This request supplements the Council's prior approval on March 25, 2025, which granted the use of Dobson Field for the event without alcohol service.

As event planning progressed, the Lions Club identified community interest in hosting a beer garden within the fenced Little League field area. The Lions Club has successfully managed similar alcohol-inclusive events in the past—such as the Fall Festival and Brew Fest—without any known alcohol-related incidents.

If approved, alcohol sales and consumption will be strictly limited to a controlled and enclosed area, with appropriate security and licensing protocols in place.

Terms and conditions:

- 1) The Lion's Club must obtain a daily use ABC (Alcoholic Beverage Control) license for the event.
- 2) The Lion's Club must provide an updated certificate of insurance with liquor liability coverage.
- 3) Alcohol sales and consumption must remain confined to the designated enclosed and approved area.

- 4) The Lion's Club is responsible for the cost associated with hiring licensed and bonded security personnel.
- 5) The on-duty supervisor for the Exeter Police Department has the authority to suspend alcohol service if deemed necessary for public safety.

Fiscal Impact:

The fiscal impact is minimal and limited to City staff time required for permit processing and coordination with public safety personnel. All direct event-related expenses, including licensing, insurance, and private security, will be the responsibility of the Exeter Lions Club.

Prior Council/Board Actions:

Special Event Facility Use approved on March 25, 2025.

Attachments:

- ABC Application Diagram
- Council Minutes March 25, 2025

<p>Recommended motion to be made by Council/Board: I move to approve the Exeter Lions Club's additional request to permit the sale and consumption of alcohol within an enclosed and controlled area at Dobson Field during the Independence Day Celebration on July 03, 2025, subject to all applicable licensing, insurance, and safety requirements.</p>
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SUPPLEMENTAL DIAGRAM**Instructions to Applicant:**

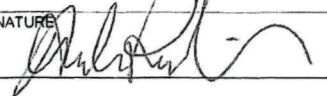
Draw a sketch of the area on which the licensed premises is or will be located. Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle) International Association of Lions - Exeter Db: Exeter Lions Club	2. LICENSE TYPE Special Dail Beer & Wine
3. PREMISES ADDRESS (Street number and name, city, zip code) 1099 San Juan Ave, Exeter, Ca 93221	4. NEAREST CROSS STREET N Crespi Ave

DIAGRAM

The beer garden will be in the shaded area of the enclosed baseball field. There are two entrances to the field and will have Security @ each entry checking I.D. / Wristbands

I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE 	DATE SIGNED 6/2/2025
FOR ABC USE ONLY	
CERTIFIED CORRECT (Signature)	PRINTED NAME
	INSPECTION DATE



EXETER CITY COUNCIL AGENDA
TUESDAY, MARCH 25, 2025 REGULAR MEETING
ACTION MINUTES
Closed Session – 6:30 p.m.
Regular Session – 7:00 p.m.
137 North "F" Street, Exeter, California 93221

CITY ADMINISTRATOR
Adam Ennis

MAYOR
Jacob Johnson

PUBLIC WORKS DIRECTOR
Vacant

INTERIM CHIEF OF POLICE
Rob Schimpf

MAYOR PRO TEM
Jeff Wilson

CITY ATTORNEY
Julia Lew

FINANCE DIRECTOR/CITY
TREASURER
Eekhong Franco

COUNCIL MEMBERS

Frankie Alves

Bobby Lentz

Vickie Riddle

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.



A closed session of the City Council, City of Exeter was held on Tuesday, March 25, 2025, at 6:30 p.m., in the Exeter City Council Chambers, 137 North F Street in Exeter CA 93221.

COUNCIL PRESENT: Jacob Johnson, Frankie Alves, Bobby Lentz, and Vicki Riddle.

COUNCIL ABSENT: Jeff Wilson.

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

6:30 p.m.

A. CALL TO ORDER CLOSED SESSION

Mayor Johnson called the closed session to order at 6:31 p.m.

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS

Mayor Johnson requested those who wish to speak on matters listed on the Closed Session Agenda to do so at this time.

No public comment was presented.

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

1. 54957.6 Conference with Labor Negotiations
Agency Negotiator: Adam Ennis
Employee Groups: Unrepresented Positions: Misc. Department Heads and City Administrator

Mayor Johnson adjourned the closed session at 7:04 p.m.

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

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

Mayor Johnson called the regular session to order at 07:06 p.m. City Attorney Julia Lew confirmed there were no reportable actions taken out of closed session.

E. INVOCATION

Presented by Pastor Gabe Gary.

F. PLEDGE OF ALLEGIANCE

Led by Council Member Alves.

G. PUBLIC COMMENTS:

No public comment was presented.

H. SPECIAL PRESENTATIONS:

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 March 11, 2025, regular meeting minutes (pp. 5 – 11)
2. Payment of Bills (pp. 12 – 16)
3. March 14, 2025, Payroll (pp. 17 – 22)
4. Awarding and authorizing the City Administrator to execute an agreement with the lowest responsible bidder, Pavement Coatings Co. of Sacramento, CA in the amount of \$459,945.75 for construction of the 2025 Cape Seal and Micro Surfacing Project base bid and alternate and an additional \$40,000 for additional work on N. Filbert and approve up to 10% contingency for potential extra work on the project, for a project total of up to \$549,940.33 (pp. 23 – 40)
5. Approving the Special Event Facility Use Request for the Exeter Lions Club consisting of private use of Lions Stadium and Dobson Field for an Independence Day celebration July 03, 2025, with set up beginning at 8:00 a.m., activities beginning at 6:30 p.m., the fireworks show beginning at dusk and ending at 10:00 p.m. and an \$884.00 fee waiver, subject to the conditions presented by City Staff (pp. 41 – 47)
6. Authorizing a \$20,000.00 change order to the architect contract with EBM Design Group of Visalia, CA for the Police/Administration Building Improvement Project to include bidding and construction contract administration services (pp. 48 – 50)

7. Approving and authorizing the City Administrator to execute Extra Work Authorization and Task Order No. 4 with QK, the City contract engineer, for the Firebaugh Rehabilitation Project to conduct agency coordination and permitting for CEQA/NEPA/Railroad Agency as well as additional engineering for unforeseen circumstances related to American With Disabilities Act (ADA) requirements and the results of the geotechnical investigation combined with shallow utilities, at a cost of \$12,000.00 (pp. 51 – 57)
8. Accepting a Notice of Completion for FY24/25 emergency repair of a collapsed sewer main at Brickhouse Park, authorize the City Engineer to sign the Notice of Completion, authorize the City Clerk to file the notice with the Tulare County Recorder's Office and amend PO 249075 for a total cost of \$160,160.21 (pp. 58 – 60)
9. Approving a request by Exeter, A Festival of Arts Mural Team to close South E Street, from Pine Street to the public parking lot south of the Wildflower Café and use Mixer Park on May 04, 2025, from Noon to 10:00 p.m., and waive the \$160.00 special event application fee and \$50.00 street closure fee for their annual Garden Party fundraiser (pp. 61 - 69)

Approval of Consent Calendar as presented							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
ALVES	RIDDLE	(4-0)	AYE	ABSENT	AYE	AYE	AYE

It was moved by Council Member Alves and seconded by Council Member Riddle that the items on the Consent Calendar be approved as presented. The motion carried 4-0. Noting that Mayor Pro Tem Wilson was absent.

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. Consideration of appointment of Zachary Boudreaux to the position of Public Works Director effective the time that Mr. Boudreaux is physically present and begins working onsite with the City, and authorization for the Mayor and City Administrator to execute a contract with Mr. Boudreaux to serve in that capacity until June 30, 2026, beginning at Step D in the salary schedule for the position (currently at a monthly rate of \$9,515.00) (pp. 70 – 77)

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

Appointment of Zachary Boudreaux to the position of Public Works Director effective the time that Mr. Boudreaux is physically present and begins working onsite with the City, and authorization for the Mayor and City Administrator to execute a contract with Mr. Boudreaux to serve in that capacity until June 30, 2026, beginning at Step D in the salary schedule for the position (currently at a monthly rate of \$9,515.00)							
1 st	2 nd	Result	JOHNSON	WILSON	RIDDLE	ALVES	LENTZ
ALVES	RIDDLE	(4-0)	AYE	ABSENT	AYE	AYE	AYE

It was moved by Council Member Alves and seconded by Council Member Riddle to approve the appointment of Zachary Boudreaux to the position of Public Works Director effective the time that Mr. Boudreaux is physically present and begins working onsite with the City, and authorization for the Mayor

and City Administrator to execute a contract with Mr. Boudreaux to serve in that capacity until June 30, 2026, beginning at Step D in the salary schedule for the position (currently at a monthly rate of \$9,515.00) ,as presented. The motion carried 4-0, noting that Mayor Pro Tem Willson was absent.

2. Consideration of development of group home and sober living home regulations (pp. 78 – 94)

City Attorney Julia Lew provided a report for the City Council's review, consideration and direction.

Mayor Johnson opened the item up for public comment.

Public comment from Kevin Riggi. Riggie asked for clarification regarding proposed policies and regulations.

Public comment from Nicholas Nave. Nave asked for clarification regarding proposed enforcement and budget.

Approval to refer development of group home and sober living home regulations to the Exeter Planning Commission							
1st	2nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
ALVES	LENTZ	(4-0)	AYE	ABSENT	AYE	AYE	AYE

It was moved by Council Member Alves and seconded by Council Member Lentz to approve to refer development of group home and sober living home regulations to the Exeter Planning Commission . The motion carried 4-0, noting that Mayor Pro Tem Wilson was absent.

K. CITY COUNCIL ITEMS OF INTEREST

Council Member Alves announced that the Motorfest was big success with a good turnout as well as the Rocky Hill Triathlon. Alves shared that the City-Wide Yard Sale is scheduled for April 5th. Alves provided an update on the Tooleville project and thanked City Administrator Adam Ennis for all of his hard work on said project.

Council Member Riddle provided an update from the downtown revitalization meeting. Riddle announced that public restrooms are now open and thanked Mayor Pro Tem Wilson, City Administrator Adam Ennis, and Public Works for their efforts. Riddle shared that the online Mural Map is available to those who want to tour the downtown and visit local eateries. Riddle provided updates on downtown parking and her discussions with the City Engineers. Riddle shared that the next outreach meeting with be held on April 7th.

Council Member Lentz reported he attended the Greater Kaweah Rural Communities Committee meeting.

Mayor Johnson shared information regarding the upcoming Tulip You-Pick event at the Foodlink property.

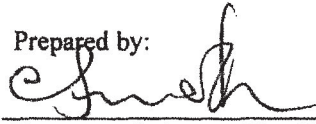
L. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

City Administrator Adam Ennis, Interim Police Chief Rob Schimpf, City Attorney Julia Lew, and City Clerk/Human Resources Manager Francesca Quintana provided a brief update on City and department related items.

M. REGULAR MEETING ADJOURNMENT

Mayor Johnson adjourned the meeting at 7:48 p.m.

Prepared by:



Francesca Quintana, City Clerk

City of Exeter Agenda Item Transmittal

Meeting Date: June 10, 2025

Agenda Item Number: I.5.

Wording for Agenda: Approval of Emergency Dispatch and Communication Services Agreement Between the County of Tulare and the City of Exeter for Fiscal Year 2025–2026 and Authorization for the City Administrator to Execute the Agreement.

Submitting Department: Police
Contact Name: Chief Rob Schimpf
Phone Number: (559)592-3103
Email: rschimpf@exeterpd.com

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

City Staff recommends that the City Council approve the Emergency Dispatch and Communication Services Agreement with the County of Tulare for the term of July 01, 2025 to June 30, 2026, at a total cost of \$157,458 and authorize the City Administrator to enter into a one-year agreement with County of Tulare to provide emergency dispatch and communication services for \$157,458.

Summary:

The herein referenced proposed agreement ensures the continuation of essential 24-hour emergency dispatch and communication services for the City of Exeter by the Tulare County Sheriff's Office. This partnership is a critical component of the City's overall public safety infrastructure and directly supports the Exeter Police Department's ability to respond quickly and effectively to emergency and non-emergency calls for service.

The Tulare County Sheriff's Office employs trained personnel and utilizes specialized technology and systems to manage this complex and vital function. These services are provided without interruption, 365 days a year.

Without this agreement, the City would be required to independently establish a Public Safety Answering Point (PSAP) certified to receive emergency calls. Such an undertaking is not financially or operationally feasible for a City of Exeter's size at this time.

The County of Tulare has successfully provided dispatch services to the City under prior agreements. The proposed cost for FY 2025–2026 is \$157,458, reflecting an increase over the previous year's contract amount of \$135,705. Despite the 16% increase, the cost remains highly competitive and significantly more economical than creating an in-house alternative.

Renewing this agreement ensures the City of Exeter continues to receive reliable, professional, and uninterrupted emergency communication services that directly support the safety and well-being of residents and first responders.

Should the City Council approve the agreement, the City Administrator will execute the agreement on behalf of the City of Exeter. A fully executed copy will be forwarded to the Tulare County Sheriff's Office, allowing dispatch services to continue without interruption beyond the current agreement's expiration on June 30, 2025.

Background:

It is essential for public safety that when members of the community call 911, their call is promptly answered by trained personnel who gather the appropriate information, and promptly relay information via radio to officers in the field, thus allowing an efficient officer response. 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 calls for service and dispatch officers in the field accordingly. This would require hiring several full-time personnel as well as a significant outlay of capital for communication technology, dispatch consoles as well as a location that meets minimum 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 \$135,705. The proposed contract represents a 16% (\$21,753) 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, 2025. The new agreement would go into effect July 01, 2025 and expire June 30, 2026.

Fiscal Impact:

Funds for this contract are included in the FY 2025-2026 General Fund budget and will be sourced from the Police Department's professional services fund. No additional appropriation is required.

Prior Council/Board Actions:

Similar annual agreements with the County of Tulare have been previously approved by the City Council in prior fiscal years.

Attachments:

- Draft Emergency Dispatch and Communication Services Agreement

<p>Recommended motion to be made by Council/Board: I move that the City Council approve the Emergency Dispatch and Communication Services Agreement with the County of Tulare for Fiscal Year 2025-2026 in the amount of \$157,458.00, and authorize the City Administrator to execute the agreement on behalf of the City of Exeter.</p>
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**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, 2025, and expires at 11:59 p.m. on July 30, 2026, 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
833 S. Akers Street
Visalia, CA 93277
Phone No.: (559) 802-9449
Fax No.: (559) 737-4283

With a Copy to:

County Administrative Officer/
Clerk, Board of Supervisors
2800 W. Burrel Ave.
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 is an original and all of which taken together form one single document.

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 _____

Pete Vander Poel,
Chair, Board of Supervisors

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

By _____
Deputy Clerk

Template approved as to form by
County Counsel on 4/30/2025
Matter # 2025507

**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 Application Data Systems (ADSI) for records/report writing application. CITY shall have full electronic access to all CITY index data. CITY access to ADSI 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 Application Data System records/report writing application.

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

1. The annual cost for all services is \$157,458.
2. Billing by COUNTY will be submitted on an annual basis for services performed during the year, July 1, 2025, to June 30, 2026. COUNTY will send CITY an invoice by July 31, 2025. 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 \$157,458, 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 thirty (30) days' prior written notice to CITY of its intention to terminate under this provision, specifying the date of termination. CITY will pay to COUNTY the compensation earned for work performed and not previously paid for to the date of termination. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement.

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

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

In addition, COUNTY may terminate this Agreement based on:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. ENCRYPTION: In accordance with the Department of Justice (DOJ) Bulletin number 20-09-CJIS, this agreement between COUNTY and CITY affirms our mutual obligation to comply with the FBI CJIS Security Policy regarding the secure handling and transmission of Criminal Justice Information (CJI) and Personally Identifiable Information (PII). Both parties commit to implementing the encryption protocols specified in sections 5.10.1.2, 5.10.1.2.1, and 5.13.1 of the CJIS Security Policy to ensure the secure transmission of all radio communications, including but not limited to all CJI, PII, and other sensitive data. This encryption will apply to all radio traffic, whether restricted or unrestricted, and will be enforced to safeguard the integrity and confidentiality of the information transmitted. Additionally, COUNTY will develop and enforce policies to ensure that the dissemination of sensitive information, including restricted CJI and any combinations of data elements qualifying as PII, is appropriately controlled to prevent unauthorized access or disclosure. By adhering to these protocols, both parties reaffirm their commitment to upholding the highest standards of security and privacy in all radio communications, thereby ensuring compliance with the DOJ CJIS Security Policy.

18. 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.

19. 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: June 10, 2025

Agenda Item Number: I.6.

Wording for Agenda: Authorization for the City Administrator to Execute a Five-Year Agreement with the Tulare County Information & Communications Technology Department's Radio Shop ("TCiCT") for Radio and Communications Maintenance Services.

Submitting Department: Police
Contact Name: Chief Rob Schimpf
Phone Number: (559) 592-3103
Email: rschimpf@exeterpd.com

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

Staff recommend that the City Council authorize the City Administrator to execute a Memorandum of Understanding (MOU) between the City of Exeter and Tulare County's Information & Communications Technology Department's Radio Shop ("TCiCT") for the installation, maintenance, and repair of radio and emergency equipment in vehicles, base stations, and communication towers for a five-year term beginning July 01, 2025 and ending June 30, 2030.

Summary:

The Exeter Police Department is requesting approval to enter into a five-year agreement with Tulare County's TCiCT Radio Shop for the continued provision of radio and communication equipment services. The agreement will allow for installation, maintenance, and repair of critical communication systems used in patrol vehicles, handheld devices, and base station infrastructure. The hourly labor rate under the new agreement will be \$105.00, a 36.36% increase from the previous MOU rate of \$77.00. Despite the change in the hourly rate, the TCiCT Radio Shop remains the most cost-effective and qualified provider for these services due to their regional alignment, expertise, and proven reliability. The City is unable to source comparable services elsewhere at a lower cost, making this agreement the most practical and beneficial option to ensure ongoing communications support. These services are vital for operational readiness, officer safety, and compatibility with countywide emergency communication systems.

If approved by the City Council, the City Administrator will execute the agreement on behalf of the City. City staff will then coordinate with TCiCT to ensure a seamless continuation of services, with the new rates and terms effective as of July 01, 2025. The Police Department will manage the agreement and monitor service performance throughout the term of the MOU.

Background:

The Exeter Police Department maintains a fleet of emergency and base station infrastructure that require specialized communication and radio equipment to ensure interoperability with countywide dispatch systems, promote officer safety, and maintain operational readiness. Historically, the City has utilized Tulare County's TCiCT Radio Shop for the installation and support of this equipment due to their expertise, cost-efficiency, and alignment with regional communication standards. The proposed MOU establishes a five-year agreement beginning July 1, 2025, and ending June 30, 2030, under which Tulare County will provide installation and support services for a wide range of emergency vehicle types, radio components, and communications infrastructure.

The services offered under the agreement include:

- Installation and removal of light bars, siren controllers, partitions, strobe kits, backup cameras, and alarms
- Programming and maintenance of handheld and vehicle-mounted radios
- Support for microwave radio systems
- On-site troubleshooting and consulting services
- Work performed at either City or County locations

Rates for services include:

- Labor: \$105.00 per hour, billed in 15-minute increments
- Parts and Supplies: Charged at actual cost plus a 10.0% administrative rate
- Sales Tax: Applied as required by law

EPD has been and is currently receiving these services through an established memorandum of understanding with Tulare County Information & Communications Technology Department's Radio Shop ("TCiCT") to provide radio and communications services which will come to term on June 30, 2025. Services were provided during the previous MOU terms at an hourly shop rate of \$77.00. In the last three years, the City has spent a total of \$1,358.00 on the agreement and an average of \$452.00 per fiscal year.

Fiscal Impact:

This contract will be funded through monies currently available and budgeted for in the Police Department's Radio Expense fund. Since the agreement is based on an hourly rate, total annual costs will vary depending on the volume of service needs and maintenance required each year. No additional appropriation is required.

Prior Council/Board Actions:

Previous MOUs for these services have been approved by past City Council's.

Attachments:

- Proposed Memorandum of Understanding Agreement

Recommended motion to be made by Council/Board: I move to authorize the City Administrator to execute a five-year agreement with Tulare County Information & Communications Technology Department's Radio Shop ("TCiCT") for the installation, maintenance, and repair of radio and communications equipment at an hourly rate of \$105.00.

**MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF TULARE AND
CITY OF EXETER FOR RADIO AND COMMUNICATION SERVICES**

This Memorandum of Understanding, hereinafter referred to as "Agreement," is entered into as of July 1, 2025, between the County of Tulare, hereinafter referred to as "COUNTY", and the City of Exeter, hereinafter referred to as "CUSTOMER". COUNTY and CUSTOMER are each a "Party" and are together the "Parties" to this Agreement, which is made with reference to the following:

WHEREAS, CUSTOMER requires radio and communications services, and COUNTY's Information & Communications Technology Department's Radio Shop ("TCiCT") has the knowledge and expertise to provide those radio and communications services to CUSTOMER; and

WHEREAS, COUNTY and CUSTOMER wish to enter into an agreement under which radio and communication services will be provided by COUNTY to CUSTOMER.

The Parties hereto agree as follows:

1. **TERM:** This Agreement becomes effective as of July 1, 2025, and expires five (5) years thereafter, at 11:59 PM on June 30, 2030, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. SERVICES:

- a. **SCOPE OF SERVICES.** COUNTY, through TCiCT's Radio Shop, will provide CUSTOMER the radio and communication services described in **Exhibit A**, attached hereto.
- b. **STANDARDS OF SERVICE.** TCiCT's Radio Shop exists primarily to serve county departments; however, the Radio Shop may perform services for other government agencies, municipalities, special districts, or other quasi-government organizations and associates, as the COUNTY's schedule permits. Because TCiCT's primary obligation to other COUNTY Departments, the needs of other COUNTY Departments may impact other agreed-upon timelines. As such, TCiCT does not guarantee it will meet CUSTOMER's timelines. Further, COUNTY retains the right to refuse to engage any service request by CUSTOMER based on the job or other existing workload of TCiCT. Should the received radio and communication services provided by the TCiCT not meet CUSTOMER expectations, the CUSTOMER is to contact TCiCT for disposition and resolution.

It is understood that services provided may be performed at locations governed by either COUNTY or CUSTOMER.

3. **PAYMENT:** As consideration for the services provided by COUNTY hereunder, CUSTOMER shall pay COUNTY in accordance with the attached **Exhibit A**, at the rates specified therein. COUNTY will invoice CUSTOMER within forty-five (45) days of completed service. Payment shall occur within 30 days of invoice. Remittance must be sent to:

County of Tulare – TCiCT
Attn: TCiCT Fiscal
5957 South Mooney BLVD, Suite 2270
Visalia, CA 93277

4. **INSURANCE:** CUSTOMER and COUNTY shall be self-insured or maintain their own civil liability insurance coverage against any claim of civil liability arising out of the performance of this Agreement and provide appropriate evidence of such coverage to the other Party, upon request.

5. **NOTICE**

Any notice to be given regarding this Agreement must be written and must be either personally delivered or sent by first class mail to the following addresses:

<u>Customer</u>	<u>County</u>	Copy to:
City of Exeter	Board of Supervisors	TCiCT
100 North C St	County Administration Bldg.	5957 South Mooney Blvd.
Exeter, CA 93221	2800 West Burrel	Suite 2270
	Visalia, CA 93291	Visalia, CA 93291

Notice personally delivered is effective when delivered. 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.

6. **AUTHORITY:** CUSTOMER represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CUSTOMER to its terms. CUSTOMER acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.
7. **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.
8. **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.
9. **INDEMNIFICATION:** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government code §895.6, to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead CUSTOMER and COUNTY agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents harmless from any and all claims, expenses or costs, damage to or destruction of tangible property, damages or liabilities imposed for injury (as defined in Government Code §810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member,

employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties thereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement. It is understood that this indemnification covers those services provided at locations governed by either COUNTY or CUSTOMER.

10. INDEPENDENT CONTRACTOR STATUS: In the performance of services under this Agreement, COUNTY and its respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents and/or employees of CUSTOMER; No employer-employee relationship exists between COUNTY and CUSTOMER. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, direction and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder. COUNTY shall not act or attempt to act or represent itself directly or by implication as an agent of CUSTOMER, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CUSTOMER. CUSTOMER shall not act or attempt to act or represent itself directly or by implication as an agent of COUNTY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

11. AMENDMENTS AND REVIEW: This Agreement represents the entire agreement between the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. This Agreement may be modified or amended only upon written mutual consent of the Parties hereto.

12. SERVICES WARRANTY: Labor services to be provided hereunder will be performed in a diligent, professional, and workman like manner in good faith and according to Good Industry Practices. The labor services provided under this Memorandum of Understanding shall be warrantied for a period of twelve (12) months following the satisfactory completion of the applicable services under each statement of work.

Parts/items provided to complete the statement of work shall fall under the factory warranty of that part and/or product provided. The factory warranty constitutes all of the warranties with respect to the sale of the parts/items to CUSTOMER. The COUNTY hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. COUNTY neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts/items.

COUNTY does not warranty:

- a. Damage by the CUSTOMER due to negligence or willful damage.
- b. CUSTOMER negligence to conduct regular maintenance.
- c. Any deterioration in appearance of the end product/item (including, without limitation, any scratches, stains, mechanical wear, or rust, etc.) or any other changes which occur after satisfactory completion and CUSTOMER acceptance of the applicable services under each statement of work.
- d. Normal wear and tear

13. ASSURANCES OF NON-DISCRIMINATION: Neither CUSTOMER nor COUNTY shall discriminate in the employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

14. RECORDS AND AUDIT: COUNTY agrees to maintain adequate records and documentation to support the charges made to CUSTOMER. All such records shall be prepared in accordance with generally accepted accounting principles (GAAP), shall be clearly identified, shall be kept readily accessible, and shall be retained in compliance with COUNTY's record-retention policy. Upon request, COUNTY shall make such records available to CUSTOMER.

15. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this agreement is made in and shall be performed in Tulare County, California.

16. TERMINATION: COUNTY and CUSTOMER will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

Expiration or termination of this Agreement shall 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. Where services have been terminated, said termination will not affect any rights of the either party to recover damages against the other.

CUSTOMER will pay COUNTY the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions otherwise provided in this Agreement. Neither party will pay lost anticipated profits or other economic loss arising out of or resulting from such termination.

17. EXHIBITS AND RECITALS: The Exhibits and the Recitals to this Agreement are fully incorporated into and the integral parts of this Agreement.

18. CONSTRUCTION: This Agreement reflects the contributions of both Parties and accordingly the provisions of Civil Code §1654 shall not apply to address and interpret any uncertainty.

19. WAIVER: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

20. 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 shall 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, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

21. DISCLAIMERS:

- a. CUSTOMER is hereby notified that said vehicle/apparatus is not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire or vandalism, acts of nature, while the property remains with the COUNTY.

- b. CUSTOMER agrees that no articles of property shall be left in the vehicle/apparatus and COUNTY is not responsible for inspection or loss thereof.
- c. Vehicles and/or apparatus shall be picked up and removed from COUNTY facilities no later than five (5) business days after such notice has been given to said CUSTOMER.
- d. CUSTOMER authorizes their duly authorized representative(s) to request statement of work from COUNTY, whereas COUNTY understands that all requests to complete a statement of work is from a duly authorized representative from CUSTOMER. All statements of work are due and payable based upon the duly authorized CUSTOMER representative.
- e. Prior to beginning any work contemplated by the Statement of Work, COUNTY shall provide CUSTOMER with an estimate for the work to be completed by COUNTY. Acceptance of such quote by the CUSTOMER's duly authorized representative shall be considered authorization for COUNTY to proceed with the work described in the estimate.
- f. COUNTY shall provide a completed statement of work to Customer on completion of the stated work. CUSTOMER shall review and approve the completion of stated work prior to the acceptance of the completed work.
- g. COUNTY may provide limited on-site radio services to CUSTOMER. CUSTOMER shall assure that all safety protocols are followed, that the work being requested is within the scope of radio services provided by COUNTY, and that COUNTY may decline to complete such service requests.

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

Pete Vander Poel
Chair, Board of Supervisor
Tulare County

Date

Deputy County Counsel
Tulare County Counsel
Approved to Form
Matter 2025360

Date

City Manager
City of Exeter

Date

Exhibit A
Scope of Services

COUNTY provides installation, maintenance, and repair of equipment installed in vehicles, base stations, and communication towers with the goal to maintain established standards of quality and interoperability across departments and other various local partners.

Service Provided – Statement of Work

This is an example of what can be offered by COUNTY.

Vehicle Types	Products	Services
Patrol Vehicles	Light Bars	Installation
Undercover Vehicles	Siren Controllers	Repairs
Public Safety Vehicles	Strobe Kits	Maintenance
Large Apparatus	Partitions	Troubleshooting
Command Vehicles	Spot Lights	Removal of Items
SWAT Vehicles	Beacon Lights	Radio Programming
Transport Vehicles	Switches	Microwave Radio
Construction Vehicles	Backup Cameras	Drone Imaging
Command Trailers	Alarms	Consulting
	Base Stations	On-Site Services
	Hand-Held Radios	

Charge Explanation & Detail

Charge Detail	Charge Rate
Per Hour Rate	\$105.00
Sales Tax	As permitted by the taxing authority and jurisdiction
Administrative Rate	10%, applied to parts/supplies only
Part /Supplies	Charged at cost to the CUSTOMER based on the actual cost to COUNTY

Note:

- Labor charges are calculated based on the basis of time spent to complete the job.
 - Rounded to the nearest quarter hour
- The charge rates are developed and approved through the annual cost allocation plan as approved by the State of California and County Auditor's Office.
- The rates are updated annually by COUNTY and CUSTOMER accepts the increase(s) as a general practice of business for cost recovery by COUNTY; COUNTY shall notify CUSTOMER of the new rates annually.

**City of Exeter
Agenda Item Transmittal**

Meeting Date: June 10, 2025

Agenda Item Number: 1.7

Wording for Agenda: Approval to pay invoice from West Valley Construction in the Amount of \$20,294.63 for an emergency water valve repair in the area of Glaze Avenue and South Filbert Road.

Submitting Department: Public Works
Contact Name: Marie Arroyo, Senior Administrative Assistant
Zach Boudreaux, Director of Public Works
Phone Number: (559)592-3318 ext. 4002
Email: zboudreaux@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

City Staff recommends that the City Council approve payment of the invoice from West Valley Construction based in Campbell, CA in the amount of \$20,294.63 for an emergency water valve repair which was completed satisfactorily on April 30, 2025.

Summary:

In April 2025, City Staff identified a significant leak in the water main near Glaze Avenue and South Filbert Road. The leak progressed aggressively and caused noticeable subsidence in the roadway, raising public safety concerns. area of the road to begin to sink. Due to the nature and urgency of the repair, staff contacted pre-qualified contractors for immediate assistance.

West Valley Construction was the only firm with a crew available for an immediate response. Their team promptly addressed the leak and returned two days later to complete roadway repairs after sufficient drying time. This quick action helped prevent further infrastructure damage and minimized service disruption and the issue was fully remedied by April 30, 2025.

At this time, staff is requesting that the City Council authorize payment of the invoice in the amount of \$20,294.63 to West Valley Construction in accordance with the City of Exeter Purchasing Policy.

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

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 August 8, 2023, City Council meeting, the Council accepted the 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.

For the April 2025 water main emergency near Glaze Avenue and South Filbert Street, West Valley Construction was contacted and approved by staff to proceed with the work due to their availability and capacity to respond immediately.

Fiscal Impact:

Funds for this emergency repair are available and budgeted in the water service line replacement account. No additional budget appropriation is required.

Prior Council/Board Actions:

List of qualified contractors was accepted on August 8, 2023.

Attachments:

- Invoice from West Valley Construction
- Time and Material Tracking

<p>Recommended motion to be made by Council/Board: I move to authorize payment of the invoice from West Valley Construction in the Amount of \$20,294.63 for an emergency water valve repair in the area of Glaze Avenue and South Filbert Road.</p>



Invoice

From : **West Valley Construction Company, Inc.**
603 Campbell Technology Parkway
Campbell, CA 95008
408-371-5510

Bill to: **City of Exeter**
P. O. Box 237
Exeter, CA 93221

Ship to:
P. O. Box 237
Exeter, CA 93221

Attn:

Cust #	Customer Ref	Invoice #	Description	Invoice Date	Due Date	Terms
30828		238714	Emergency Repair Work	6/5/25	7/5/25	Net 30

Work Address: Filbert & Glaze

Month/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
06/25 430	1	Emergency Repair Work	371136.	1	20,294.63000	1.000	20,294.63

Notes:

Dates Worked From: 04/28/25 04/30/25
Emergency Repair Work
@Filbert & Glaze

First & Final

Total	\$20,294.63
Sales Tax	
Less Retainage	
Total Due	\$20,294.63

Please remit payment to: West Valley Construction Company, Inc., P.O. Box 5639, San Jose, CA 95150-5639



FORCE ACCOUNT / TIME & MATERIAL TRACKING SHEET

JOB NO. & NAME: 371136 Glaze & Filbert Exeter

DATE: 4/28/2025

DESCRIPTION OF WORK:

8" water main leak repair on the corner of Glaze St & Filbert St in Exeter CA. Had TMI handle the traffic control because it was in the middle of an intersection. Removed plate that was set over pothole by the city of Exeter. Broke out a 11x5 in asphalt & dug down to expose water main. Cut out the faulty bell. Installed 3.5' of new 8" pvc with two dressers provided by the City of Exeter. Backfilled & compacted pit. 12x6 asphalt restoration required.

Item No.:	Material and/or Equipment Rental	Quantity	Unit	Unit Price	Total
1-		0	LS	\$ -	\$ -
2-		0	LS	\$ -	\$ -
3-		0	LS	\$ -	\$ -
4-		0	LS	\$ -	\$ -
5-		0	LS	\$ -	\$ -
Sub-Total					\$ -
* Material Mark-up (10%)					\$ -
Total w/Mark-up					\$ -

Select Craft and/or Trade:	Employee Name	Quantity	Unit	Rates	Total
Foreman_Laborer_STR	Rene Zarate	8	HR	\$ 135.00	\$ 1,080.00
Foreman_Laborer_OT	Rene Zarate	0.5	HR	\$ 165.00	\$ 82.50
Operator_Backhoe_STR	Raul Lopez	8	HR	\$ 165.00	\$ 1,320.00
Operator_Backhoe_OT	Raul Lopez	0.5	HR	\$ 200.00	\$ 100.00
Laborer_Skilled_STR	Jose Chavez	8	HR	\$ 125.00	\$ 1,000.00
Laborer_Skilled_OT		0	HR	\$ 150.00	\$ -
		0	HR	\$ -	\$ -
		0	HR	\$ -	\$ -
		0	HR	\$ -	\$ -
		0	HR	\$ -	\$ -

Total w/ Mark-up					\$ 3,582.50
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Item No.:	Equipment Description	Quantity	Unit	Rates	Total
1-	Crew_Truck_F550	8	HR	\$ 73.00	\$ 584.00
2-	Dump_Truck_5YD	8	HR	\$ 98.00	\$ 784.00
3-	Dump_Truck_10YD	8.5	HR	\$ 122.00	\$ 1,037.00
4-	Equip_Trailer_LG	8.5	HR	\$ 21.00	\$ 178.50
5-	Backhoe_CAT_430E	8	HR	\$ 91.00	\$ 728.00
6-		0	HR	\$ -	\$ -
7-		0	HR	\$ -	\$ -
8-		0	HR	\$ -	\$ -
9-		0	HR	\$ -	\$ -
10-		0	HR	\$ -	\$ -
Sub-Total					\$ 3,311.50
Total w/ Mark-up					\$ 3,311.50

Item No.:	Sub-Contrator Extra Work	Quantity	Unit	Unit Price	Total
1-	Traffic Control TMI Partial 1230100	1	LS	\$ 4,326.00	\$ 4,326.00
2-		0	LS	\$ -	\$ -
3-		0	LS	\$ -	\$ -
4-		0	LS	\$ -	\$ -
5-		0	LS	\$ -	\$ -
Sub-Total					\$ 4,326.00
*****Sub-Contractor Mark-up (10%)					\$ 432.60
Total w/ Mark-up					\$ 4,758.60

TOTAL EXTRA COSTS \$ 11,652.60






**TRAFFIC
MANAGEMENT**
INTERNATIONAL

Headquarters:
4900 Airport Plaza Dr., Suite 300
Long Beach, CA 90815
Ph: (800) 763-3999 | Fax: (562) 424-0266
Email: credit@trafficmanagement.com
www.trafficmanagement.com

Invoice

Date: 4/30/2025		Terms: Net 30	Invoice #: 1230100
Bill To:		Customer PO #:	
West Valley Construction Company Inc. Acct # 0001691		Cust / Ref / Job #: 971136	
PO Box 5639		TMI Job #: 543097	
San Jose, CA 95150		Ship To / W Glaze Ave & S Filbert Rd, Exeter	
		Job Location:	

Date(s)	Qty	Description	Item Code	Order Ref	Receipt #	Duration	Unit Price	Line Total	Tax	Fuel
4/28/25	2.00 ea	Traffic Control Operation, 2-TCs, 1 Truck, 1 FAS, Daily Rate 8 hrs On-site, Weekday	TS5120-D08-NW-NT-F	Service Order #784806	12-25112816419-1	dy	\$1,923.00	\$3,846.00		
4/28/25	120.00 mi	Excess Mileage - [15 MILES ONE WAY] 30 TOTAL [X4 TC]	TS301	Service Order #784806	12-25112816419-1		\$4.00	\$480.00		
4/30/25	2.00 ea	Traffic Control Operation, 2-TCs, 1 Truck, 1 FAS, Daily Rate 8 hrs On-site, Weekday	TS5120-D08-NW-NT-F	Service Order #784806	12-25363015446-1	dy	\$1,923.00	\$3,846.00		
4/30/25	122.40 mi	Excess Mileage - [15.3 MILES ONE WAY] 30.6 TOTAL [X4 TC]	TS301	Service Order #784806	12-25363015446-1		\$4.00	\$489.60		

Please send all payments to: Traffic Management, LLC, Dept LA 24606, Pasadena, CA 91185-4606		
* CA-CO-MI-MO rental invoices are tax-exempt. Sales tax on rental equipment has been paid by TMI and its affiliates on acquisition.		Subtotal: \$8,661.60
Past-due accounts subject to a monthly service charge of 1.5%. All other credit terms are set forth according to Credit Agreement on file. A service fee will be charged for any payments made by credit card.		Sales Tax (0.00%): \$0.00
  		Invoice Total: \$8,661.60

Visit our web site at www.trafficmanagement.com for info and specials!



**TRAFFIC
MANAGEMENT**
INTERNATIONAL

CORPORATE OFFICE:
4900 Airport Plaza Dr. Suite 300
Long Beach, CA 90815
Fax: (562) 424-0266
www.trafficmanagement.com
(800) 763-3999

**SERVICE RECEIPT
& EMPLOYEE TIME RECORD**
#12-25112816419-1

ORDER #: 784806

JOB #: 543097

SERVICE DATE: 04/28/2025

DAY: Mon

CUSTOMER NAME:

West Valley Construction Company Inc.

CUSTOMER ADDRESS:

PO Box 5639

CITY:

San Jose

STATE:

CA

ZIP:

95150

CUSTOMER CONTACT:

Michael Milburn

CUSTOMER PHONE:

408-371-5510

CUSTOMER FAX:

408-371-4379

JOB ADDRESS:

W Glaze Ave & S Filbert Rd

CITY:

Exeter

STATE:

CA

ZIP:

93221

PROJECT INFO, BUILDING NAME, OR LOCATION DETAILS:

Four way flagging gaze ave, & filbert

CUSTOMER JOB NUMBER#:

CUSTOMER WORK DESCRIPTION:

Water line

SERVICE DESCRIPTION (TRAFFIC CONTROL OR OTHER WORK PERFORMED): SPECIFY NUMBER OF LANES, STREET NAME, AND DIRECTION OF EACH STREET AFFECTED. USE SEPARATE SERVICE RECEIPTS FOR ADDITIONAL WORK AREAS.

Other, Four way flagging gaze ave, & filbert

Items

Item Code	Description	Unit #	UOM	On Job	Leave Job	Distance One Way	Qty Ordered	Qty Used	Total Hrs
TSS120	TC Operation, 2-TCs, 1 Truck		Daily 08	4/28/2025 7:30:00 AM	4/28/2025 3:30:00 PM	\$5.00	2	2	8.00
	Fernando Zamora								
	David Carroll								
	Joseph Rosales								
	Christian Allen								
	Trucks	3684					1	1	
	Barriades						16		
	Cones						70	14	
	Roll-Up Signs						24	8	
	Plastic Signs						24		
	Sign Stands						12	8	
	Stop/Slow Paddles						4		
	Metal Signs						24		
	Radio						2	2	

STANDARD TERMS AND CONDITIONS

No Other Agreement: Except as otherwise mutually agreed in writing, this document is the complete agreement between Customer and TMI (Traffic Management, LLC or any of its subsidiaries). Authorized Representative and Acknowledgement of Work and Equipment: The name and signature on this document is the duly authorized representative of the Customer (individual, company, or organization). Receipt and acknowledgement of this document is the acceptance of any or all of the following as described on the front of this Receipt: description of work performed, hours worked, equipment used, rental equipment picked up or dropped off, materials or equipment purchased, condition of equipment, or any other such specific condition or work detailed in writing. Customer will be responsible for full payment of equipment purchase, rental, lease or services performed as described herein. Rates and pricing (including rental) shall be as identified on this document according to TMI's established or agreed upon rates. Terms of Payment: Payment terms are net 30 days, unless otherwise specified on related invoice. A 1.25% per month service charge may be charged on all amounts after 30 days. In the event of any dispute as to non-payment of any invoice, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs. Disputes & Governing Law: Disputes as to any portion of an invoice must be delivered to TMI in writing no later than 10 calendar days following the date of the disputed invoice. Failure to timely notify TMI of any such dispute shall be deemed acceptance of the same, and all charges therein. Customer's initial receipt of the Equipment and/or Services shall constitute acceptance and agreement by the Customer to all provisions, terms, and conditions herein and to this Agreement. The laws of the State of California shall apply to any rights and/or remedies provided to either party hereto. Competent use by Customer and Conformance to All Laws: For any Equipment (including but not limited to Traffic Control Devices) left in the care of Customer, Customer agrees to provide competent, experienced, and licensed (if required by law) personnel to use and control the Equipment and further agrees that the applicable state or federal Manual of Uniform Traffic Control Devices (MUTCD) shall be used as a reference for the placement and use of all Traffic Control Equipment. Customer agrees to use the Equipment in accordance with the manufacturer's instructions, and in strict compliance with all applicable rules, laws, regulations, and orders. Customer shall not use the Equipment in a negligent, reckless, illegal, unauthorized or abusive manner, nor allow the operation of the Equipment for an illegal purpose or by any unauthorized individual. Customer acknowledges that TMI is not responsible for training, Rental Charges, Lost/Damaged Equipment, and Equipment Maintenance. Customer agrees to pay for applicable rental charges of all Equipment for entire duration of rental term, including extended rental charges beyond original term. Customer shall return all rented/leased Equipment to TMI in as good condition as when received. Customer will remain liable for any rental fees until TMI confirms Equipment has been returned in acceptable condition. Customer shall pay the MSRP for new replacement equipment if, in the opinion of TMI, the equipment is not repairable, or if the equipment is lost or stolen while on rent. All repairs and maintenance of Equipment shall be performed by TMI, at customer's expense. Insurance: No insurance is provided for rental equipment. Customer agrees to pay for all losses and damage to Equipment, and to procure and maintain insurance through Customer's own insurance carrier(s) with a minimum of \$1,000,000 in liability coverage, or higher amount as TMI may deem appropriate. All policies shall name TMI as additional insured with 30 days written notice of cancellation and/or reduction in coverage. Security Interest in Equipment: Customer agrees that TMI shall retain a security interest in all Equipment until all indebtedness of Customer is paid in full, and that TMI shall have all the rights of a secured party as provided by applicable statutes, including any right to pursue an action for the entire indebtedness or any deficiency. In the event of nonpayment of any invoice, Customer agrees that TMI may, in its sole discretion and option, attempt to repossess any Equipment in any manner authorized by applicable law, including, if so authorized, entering a project site to retrieve any Equipment, without notice or legal process. TMI may sell any unreturned rented Equipment to Customer at current published sales price. Customer agrees that it will not move, rent, lease, or otherwise interfere with TMI's security interest or legal rights, or otherwise subject TMI's residual interest in rented Equipment to any risk whatsoever. No Express or Implied Warranties: There are no warranties, expressed or implied, related in any way or manner to this agreement. TMI disclaims any implied warranty of merchantability or implied warranty of fitness for a particular purpose, and Customer agrees that all Equipment and/or Services are "as-is". Customer assumes all risks associated with same and releases TMI from any and all liabilities and damages (including lost profits, personal injury, and special, incidental or consequential damages) in any way connected with the Equipment and/or Services, its operation or use or any direct or failure thereof or a breach of TMI's obligations herein. Customer agrees repair or replacement is Customer's exclusive remedy for breach. All product returns are subject to a restocking fee and approval by TMI. Indemnification: Customer agrees to indemnify and save TMI, its employees and agents harmless from all claims for death or injury to persons, including TMI's employees, and from all loss, damage, or injury to property, including the equipment, arising in any manner out of Customer's operation. Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorney's fees and costs of settlement. Customer shall not be required to indemnify TMI for its sole negligence, but, TMI's liability for damage caused solely or in part by TMI, its agents and employees, hereunder shall be limited to the amount of TMI's liability insurance. Blended Services and Field Adjustments: Certain services comprising both labor and equipment are billed based on the overall start and stop times documented on this Receipt. TMI may make certain modifications to the documented times to correct errors or to round time according to Union and/or contract requirements. TMI reserves the right to make minor adjustments to staffing levels, personnel assignments, and/or equipment allocations in the field to ensure the continued safety and efficiency of operations. Such adjustments, when they do not materially impact the scope or quality of the service provided, may not affect the applicable rates or billable time.

RECEIVED / ACKNOWLEDGED BY: *print N/A*

sign

date 04/28/2025

© 4/29/2020 - This is a digital copy of a Work Receipt created by Mobile which may contain additional changes made earlier to the Work Receipt.

I hereby agree to all terms and conditions as stated above.



CORPORATE OFFICE:
4900 Airport Plaza Dr. Suite 300
Long Beach, CA 90815
Fax: (562) 424-0266
www.trafficmanagement.com
(800) 763-3999

**SERVICE RECEIPT
& EMPLOYEE TIME RECORD**
#12-25363015446-1

ORDER #: 784806

JOB #: 543097

SERVICE DATE: 04/30/2025

DAY: Wed

CUSTOMER NAME:

West Valley Construction Company Inc.

CUSTOMER ADDRESS:

PO Box 5639

CITY

San Jose

STATE

CA

ZIP:

95150

CUSTOMER CONTACT:

Michael Milburn

CUSTOMER PHONE:

408-371-5510

CUSTOMER FAX:

408-371-4379

JOB ADDRESS:

W Glaze Ave & S Filbert Rd

CITY:

Exeter

STATE:

CA

ZIP:

93221

PROJECT INFO, BUILDING NAME, OR LOCATION DETAILS:

Four way flagging

CUSTOMER JOB NUMBER#:

CUSTOMER WORK DESCRIPTION:

Asphalt patch

SERVICE DESCRIPTION (TRAFFIC CONTROL OR OTHER WORK PERFORMED): SPECIFY NUMBER OF LANES, STREET NAME, AND DIRECTION OF EACH STREET AFFECTED. USE SEPARATE SERVICE RECEIPTS FOR ADDITIONAL WORK AREAS.

Two-Way Flagging, Four way flagging

Items

Item Code	Description	Unit #	UOM	On Job	Leave Job	Distance One Way	Qty Ordered	Qty Used	Total Hrs
TS5120	TC Operation, 2-TCs, 1 Truck		Daily 08	4/30/2025 7:30:00 AM	4/30/2025 1:00:00 PM	55.30	2	2	5.50
	Isidro Nunez-Tomes								
	Efigenia Garcia								
	Julian Rodriguez								
	Joseph Rosales								
	Trucks	4075					1	2	
	Barricades						8	2	
	Cones						70	50	
	Roll-Up Signs						24	16	
	Plastic Signs						24		
	Sign Stands						12	16	
	Stop/Slow Paddles						2	4	
	Metal Signs						12	2	
	Radio						2	4	

STANDARD TERMS AND CONDITIONS

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Rates and pricing (including rental) shall be as identified on this document according to TMI's established or agreed upon rates. Terms of Payment: Payment terms are net 30 days, unless otherwise specified on related invoice. A 1/2% per month service charge may be charged on all amounts after 30 days. In the event of any dispute as to non-payment of any invoice, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs. Disputes & Governing Law: Disputes as to any portion of an invoice must be delivered to TMI in writing no later than 10 calendar days following the date of the disputed invoice. Failure to timely notify TMI of any such dispute shall be deemed acceptance of the same, and all charges therein. Customer's initial receipt of the Equipment and/or Services shall constitute acceptance and agreement by the Customer to all provisions, terms, and conditions herein and to this Agreement. The laws of the State of California shall apply to any rights and/or remedies provided to either party hereto. Competent use by Customer and Conformance to All Laws: For any Equipment (including but not limited to Traffic Control Devices) left in the care of Customer, Customer agrees to provide competent, experienced, and licensed (if required by law) personnel to use and control the Equipment and further agrees that the applicable state or federal Manual of Uniform Traffic Control Devices (MUTCD) shall be used as a reference for the placement and use of all Traffic Control Equipment. Customer agrees to use the Equipment in accordance with the manufacturer's instructions, and in strict compliance with all applicable rules, laws, regulations, and orders. Customer shall not use the Equipment in a negligent, reckless, illegal, unauthorized or abusive manner, nor allow the operation of the Equipment for an illegal purpose or by any unauthorized individual. Customer acknowledges that TMI is not responsible for training. Rental Charges, Lost/Damaged Equipment, and Equipment Maintenance: Customer agrees to pay for applicable rental charges of all Equipment for entire duration of rental term, including extended rental charges beyond original term. Customer shall return all rented/leased Equipment to TMI in as good condition as when received. Customer will remain liable for any rental fees until TMI confirms Equipment has been returned in acceptable condition. Customer shall pay the MSRP for new replacement equipment if, in the opinion of TMI, the equipment is not repairable, or if the equipment is lost or stolen while on rent. All repairs and maintenance of Equipment shall be performed by TMI, at customer's expense. Insurance: No insurance is provided for rental equipment. 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Customer assumes all risks associated with same and releases TMI from any and all liabilities and damages (including lost profits, personal injury, and special, incidental or consequential damages) in any way connected with the Equipment and/or Services, its operation or use or any direct or failure thereof or a breach of TMI's obligations herein. Customer agrees repair or replacement is Customer's exclusive remedy for breach. All product returns are subject to a restocking fee and approval by TMI. Indemnification: Customer agrees to indemnify and save TMI, its employees and agents harmless from all claims for death or injury to persons, including TMI's employees, and from all loss, damage, or injury to property, including the equipment, arising in any manner out of Customer's operation. Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorney's fees and costs of settlement. Customer shall not be required to indemnify TMI for its sole negligence, but, TMI's liability for damage caused solely or in part by TMI, its agents and employees, hereunder shall be limited to the amount of TMI's liability insurance. Blended Services and Field Adjustments: Certain services comprising both labor and equipment are billed based on the overall start and stop times documented on this Receipt. TMI may make certain modifications to the documented times to correct errors or to round time according to Union and/or contract requirements. TMI reserves the right to make minor adjustments to staffing levels, personnel assignments, and/or equipment allocations in the field to ensure the continued safety and efficiency of operations. 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date 04/30/2025

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I hereby agree to all terms and conditions as stated above.



FORCE ACCOUNT / TIME & MATERIAL TRACKING SHEET

JOB NO. & NAME: 371136 Glaze & Filbert Exeter

DATE: 4/30/2025

DESCRIPTION OF WORK:

Patch pave in Exeter, Filbert & Glaze 12' x 6'. Had TMI set up traffic control.

Item No.:	Material and/or Equipment Rental	Quantity	Unit	Unit Price	Total
1-	Martin Marietta 3/4" HMA TYPE A 32040988	1	LS	\$ 171.70	\$ 171.70
2-		0	LS	\$ -	\$ -
3-		0	LS	\$ -	\$ -
4-		0	LS	\$ -	\$ -
5-		0	LS	\$ -	\$ -
Sub-Total					\$ 171.70
* Material Mark-up (10%)					\$ 17.17
Total w/Mark-up					\$ 188.87

Select Craft and/or Trade:	Employee Name	Quantity	Unit	Rates	Total
Foreman_Laborer_STR	Alfonso Reyes	4	HR	\$ 135.00	\$ 540.00
Foreman_Laborer_OT		0	HR	\$ 165.00	\$ -
Operator_Backhoe_STR	Rudy Avila	4	HR	\$ 165.00	\$ 660.00
Operator_Backhoe_OT		0	HR	\$ 200.00	\$ -
Laborer_Skilled_STR	Jordan Hurtado	4	HR	\$ 125.00	\$ 500.00
Laborer_Skilled_OT		0	HR	\$ 150.00	\$ -
		0	HR	\$ -	\$ -
		0	HR	\$ -	\$ -
		0	HR	\$ -	\$ -
		0	HR	\$ -	\$ -
Total w/ Mark-up					\$ 1,700.00

Item No.:	Equipment Description	Quantity	Unit	Rates	Total
1-	Crew_Truck_F550	4	HR	\$ 73.00	\$ 292.00
2-	Dump_Truck_SYD	4	HR	\$ 98.00	\$ 392.00
3-	Dump_Truck_10YD	4	HR	\$ 122.00	\$ 488.00
4-	Equip_Trailer_LG	4	HR	\$ 21.00	\$ 84.00
5-	Backhoe_CAT_430E	4	HR	\$ 91.00	\$ 364.00
6-	Equip_Trailer_SM_Tilt	4	HR	\$ 9.00	\$ 36.00
7-	Roller_Bomag_BW120AD	4	HR	\$ 50.00	\$ 200.00
8-	Walk_Behind_Saw_20HP	4	HR	\$ 32.00	\$ 128.00
9-		0	HR	\$ -	\$ -
10-		0	HR	\$ -	\$ -
Sub-Total					\$ 1,984.00
Total w/ Mark-up					\$ 1,984.00

Item No.:	Sub-Contrator Extra Work	Quantity	Unit	Unit Price	Total
1-	Traffic Control TMI Partial 1230100	1	LS	\$ 4,335.60	\$ 4,335.60
2-		0	LS	\$ -	\$ -
3-		0	LS	\$ -	\$ -
4-		0	LS	\$ -	\$ -
5-		0	LS	\$ -	\$ -
Sub-Total					\$ 4,335.60
*****Sub-Contractor Mark-up (10%)					\$ 433.56
Total w/ Mark-up					\$ 4,769.16

TOTAL EXTRA COSTS \$ 8,642.03



P.O. Box 30013
Raleigh, NC 27622-0013
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SPECIAL

Page 1 of 1

FOR BILLING QUESTIONS PLEASE CALL

858-513-0611

JOB NAME: 2025 VISALIA HMA VARIOUS

SOLD TO:

WEST VALLEY CONST CO INC
PO BOX 5639
CAMPBELL CA 95150

SHIP TO:

WEST VALLEY CONST CO INC
29779 Road 68
Visalia CA 93291 US

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.	
22971753 SO	620526		60413816	32	15130	Visalia Asphalt	989351	4/30/25	45682833	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
04/30/25	8432	3/4" HMA TYPE A								
		32040983	6.04	TN	77.00	465.08				465.08
		ENVIRONMENTAL FEE (LOAD/E			10.00				10.00	10.00
		32040988	2.10	TN	77.00	161.70				161.70
		ENVIRONMENTAL FEE (LOAD/E			10.00				10.00	10.00
		SUBTOTAL	8.14			626.78			20.00	646.78

DETACH and Include this Return Portion with Payment



REMIT TO:

MARTIN MARIETTA MATERIALS
PO BOX 677061
Dallas TX 75267-7061

CUSTOMER NUMBER: 989351 WEST VALLEY CONST CO
INVOICE NUMBER: 45682833

PAYMENT DUE

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



**TRAFFIC
MANAGEMENT**
INTERNATIONAL

Headquarters:
4900 Airport Plaza Dr., Suite 300
Long Beach, CA 90815
Ph: (800) 763-3999 | Fax: (562) 424-0266
Email: credit@trafficmanagement.com
www.trafficmanagement.com

Invoice

Date: 4/30/2025		Terms: Net 30	Invoice #: 1230100
Bill To:		Customer PO #:	
West Valley Construction Company Inc. Acct # 0001691		Cust / Ref / Job #: 971136	
PO Box 5639		TMI Job #: 543097	
San Jose, CA 95150		Ship To / W Glaze Ave & S Filbert Rd, Exeter	
		Job Location:	

Date(s)	Qty	Description	Item Code	Order Ref	Receipt #	Duration	Unit Price	Line Total	Tax	Fuel
4/28/25	2.00 ea	Traffic Control Operation, 2-TCs, 1 Truck, 1 FAS, Daily Rate 8 hrs On-site, Weekday	TS5120-D08-NW-NT-F	Service Order #784806	12-25112816419-1	dy	\$1,923.00	\$3,846.00		
4/28/25	120.00 mi	Excess Mileage - [15 MILES ONE WAY] 30 TOTAL [X4 TC]	TS301	Service Order #784806	12-25112816419-1		\$4.00	\$480.00		
4/30/25	2.00 ea	Traffic Control Operation, 2-TCs, 1 Truck, 1 FAS, Daily Rate 8 hrs On-site, Weekday	TS5120-D08-NW-NT-F	Service Order #784806	12-25363015446-1	dy	\$1,923.00	\$3,846.00		
4/30/25	122.40 mi	Excess Mileage - [15.3 MILES ONE WAY] 30.6 TOTAL [X4 TC]	TS301	Service Order #784806	12-25363015446-1		\$4.00	\$489.60		

Please send all payments to: Traffic Management, LLC, Dept LA 24606, Pasadena, CA 91185-4606

* CA-CO-MI-MO rental invoices are tax-exempt. Sales tax on rental equipment has been paid by TMI and its affiliates on acquisition.

Past-due accounts subject to a monthly service charge of 1.5%. All other credit terms are set forth according to Credit Agreement on file. A service fee will be charged for any payments made by credit card.



Subtotal: \$8,661.60

Sales Tax (0.00%): \$0.00

Invoice Total: \$8,661.60

Visit our web site at www.trafficmanagement.com for info and specials!

Page 1 of 1



CORPORATE OFFICE:
4900 Airport Plaza Dr. Suite 300
Long Beach, CA 90815
Fax: (562) 424-0266
www.trafficmanagement.com
(800) 763-3999

SERVICE RECEIPT
& EMPLOYEE TIME RECORD
#12-25112816419-1

ORDER #: 784806

JOB #: 543097

SERVICE DATE: 04/28/2025

DAY: Mon

CUSTOMER NAME:

West Valley Construction Company Inc.

CUSTOMER ADDRESS:

PO Box 5639

CITY:

San Jose

STATE:

CA

ZIP:

95150

CUSTOMER CONTACT:

Michael Milburn

CUSTOMER PHONE:

408-371-5510

CUSTOMER FAX:

408-371-4379

JOB ADDRESS:

W Glaze Ave & S Filbert Rd

CITY:

Exeter

STATE:

CA

ZIP:

93221

PROJECT INFO, BUILDING NAME, OR LOCATION DETAILS:

Four way flagging gaze ave, & filbert

CUSTOMER JOB NUMBER#:

CUSTOMER WORK DESCRIPTION:

Water line

SERVICE DESCRIPTION (TRAFFIC CONTROL OR OTHER WORK PERFORMED): SPECIFY NUMBER OF LANES, STREET NAME, AND DIRECTION OF EACH STREET AFFECTED. USE SEPARATE SERVICE RECEIPTS FOR ADDITIONAL WORK AREAS.

Other, Four way flagging gaze ave, & filbert

Items

Item Code	Description	Unit #	UOM	On Job	Leave Job	Distance One Way	Qty Ordered	Qty Used	Total Hrs
T55120	TC Operation, 2-TCs, 1 Truck		Daily 08	4/28/2025 7:30:00 AM	4/28/2025 3:30:00 PM	55.00	2	2	8.00
	Fernando Zamora								
	David Carroll								
	Joseph Rosales								
	Christian Allen								
	Trucks	3684					1	1	
	Barricades						16		
	Cones						70	14	
	Roll-Up Signs						24	8	
	Plastic Signs						24		
	Sign Stands						12	8	
	Stop/Slow Paddles						4		
	Metal Signs						24		
	Radio						2	2	

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Rates and pricing (including rental) shall be as identified on this document according to TMI's established or agreed upon rates. Terms of Payment: Payment terms are net 30 days, unless otherwise specified on related invoice. A 1/2% per month service charge may be charged on all amounts after 30 days. In the event of any dispute as to non-payment of any invoice, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs. Disputes & Governing Law: Disputes as to any portion of an invoice must be delivered to TMI in writing no later than 10 calendar days following the date of the disputed invoice. Failure to timely notify TMI of any such dispute shall be deemed acceptance of the same, and all charges therein. Customer's initial receipt of the Equipment and/or Services shall constitute acceptance and agreement by the Customer to all provisions, terms, and conditions herein and to this Agreement. The laws of the State of California shall apply to any rights and/or remedies provided to either party hereto. Competent use by Customer and Conformance to All Laws: For any Equipment (including but not limited to Traffic Control Devices) left in the care of Customer, Customer agrees to provide competent, experienced, and licensed (if required by law) personnel to use and control the Equipment and further agrees that the applicable state or federal Manual of Uniform Traffic Control Devices (MUTCD) shall be used as a reference for the placement and use of all Traffic Control Equipment. Customer agrees to use the Equipment in accordance with the manufacturer's instructions, and in strict compliance with all applicable rules, laws, regulations, and orders. Customer shall not use the Equipment in a negligent, reckless, illegal, unauthorized or abusive manner; nor allow the operation of the Equipment for an illegal purpose or by any unauthorized individual. 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date 04/28/2025

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I hereby agree to all terms and conditions as stated above.



CORPORATE OFFICE:
4900 Airport Plaza Dr. Suite 300
Long Beach, CA 90815
Fax: (562) 424-0266
www.trafficmanagement.com
(800) 763-3999

**SERVICE RECEIPT
& EMPLOYEE TIME RECORD**
#12-25363015446-1

ORDER #: 784806

JOB #: 543097

SERVICE DATE: 04/30/2025

DAY: Wed

CUSTOMER NAME:

West Valley Construction Company Inc.

CUSTOMER ADDRESS:

PO Box 5639

CITY
San Jose

STATE
CA

ZIP:
95150

CUSTOMER CONTACT:

Michael Milburn

CUSTOMER PHONE:

408-371-5510

CUSTOMER FAX:

408-371-4379

JOB ADDRESS:

W Glaze Ave & S Filbert Rd

CITY:
Exeter

STATE:
CA

ZIP:
93221

PROJECT INFO, BUILDING NAME, OR LOCATION DETAILS:

Four way flagging

CUSTOMER JOB NUMBER#:

CUSTOMER WORK DESCRIPTION:

Asphalt patch

SERVICE DESCRIPTION (TRAFFIC CONTROL OR OTHER WORK PERFORMED): SPECIFY NUMBER OF LANES, STREET NAME, AND DIRECTION OF EACH STREET AFFECTED. USE SEPARATE SERVICE RECEIPTS FOR ADDITIONAL WORK AREAS.

Two-Way Flagging, Four way flagging

Items

Item Code	Description	Unit #	UOM	On Job	Leave Job	Distance One Way	Qty Ordered	Qty Used	Total Hrs
TSS120	TC Operation, 2-TCs, 1 Truck		Daily 08	4/30/2025 7:30:00 AM	4/30/2025 1:00:00 PM	\$5.30	2	2	5.50
	Isidro Nunez-Torres								
	Efgenia Garcia								
	Julian Rodriguez								
	Joseph Rosales								
	Trucks	4075					1	2	
	Barricades						8	2	
	Cones						70	50	
	Roll-Up Signs						24	16	
	Plastic Signs						24		
	Sign Stands						12	16	
	Stop/Slow Paddles						2	4	
	Metal Signs						12	2	
	Radio						2	4	

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The laws of the State of California shall apply to any rights and/or remedies provided to other party hereto. Competent use by Customer and Conformance to All Laws: For any Equipment (including but not limited to Traffic Control Devices) left in the care of Customer, Customer agrees to provide competent, experienced, and licensed (if required by law) personnel to use and control the Equipment and further agrees that the applicable state or federal Manual of Uniform Traffic Control Devices (MUTCD) shall be used as a reference for the placement and use of all Traffic Control Equipment. Customer agrees to use the Equipment in accordance with the manufacturer's instructions, and in strict compliance with all applicable rules, laws, regulations, and orders. Customer shall not use the Equipment in a negligent, reckless, illegal, unauthorized or abusive manner, nor allow the operation of the Equipment for an illegal purpose or by any unauthorized individual. 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Customer assumes all risks associated with same and releases TMI from any and all liabilities and damages (including lost profits, personal injury, and special, incidental or consequential damages) in any way connected with the Equipment and/or Services, its operation or use or any direct or failure thereof or a breach of TMI's obligations herein. Customer agrees repair or replacement is Customer's exclusive remedy for breach. All product returns are subject to a restocking fee and approval by TMI. Indemnification: Customer agrees to indemnify and save TMI, its employees and agents harmless from all claims for death or injury to persons, including TMI's employees, and from all loss, damage, or injury to property, including the equipment, arising in any manner out of Customer's operation. Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorney's fees and costs of settlement. Customer shall not be required to indemnify TMI for its sole negligence, but, TMI's liability for damage caused solely or in part by TMI, its agents and employees, hereunder shall be limited to the amount of TMI's liability insurance. Billed Services and Field Adjustments: Certain services comprising both labor and equipment are billed based on the overall start and stop times documented on this Receipt. TMI may make certain modifications to the documented times to correct errors or to round time according to Union and/or contract requirements. TMI reserves the right to make minor adjustments to staffing levels, personnel assignments, and/or equipment allocations in the field to ensure the continued safety and efficiency of operations. 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sign

date 04/30/2025

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I hereby agree to all terms and conditions as stated above.

City of Exeter Agenda Item Transmittal

Meeting Date: June 10, 2025

Agenda Item Number: J.1.

Wording for Agenda: Public hearing to consider adoption of Resolution 2025-19, A Resolution of the City Council of the City of Exeter approving the City of Exeter's Fiscal Year 2025/26 list of projects funded by SB 1: The Road Repair and Accountability Act.

Submitting Department: Public Works
Contact Name: Zachary Boudreaux, Public Works Director
Phone Number: (559)592-3318 ext. 4002
Email: zboudreaux@exetercityhall.com

For action by:

☐ City Council

Regular Session:

☐ Consent Calendar

☐ Regular Item

☒ Public Hearing

Review:

City Administrator
(Initials Required)



Department Recommendation:

City Staff recommends that the City Council adopt draft Resolution 2025-19 as presented. Adoption of this resolution is necessary for the City to receive and utilize SB 1 Road Maintenance and Rehabilitation Account (RMRA) funds in Fiscal Year 2025/26. The proposed project list reflects the City's most urgent infrastructure needs and demonstrates compliance with state transparency and accountability requirements.

Summary:

The City of Exeter is eligible to receive an estimated \$271,551 in RMRA funding under Senate Bill 1 (SB 1) during Fiscal Year 2025/26. To comply with SB 1 requirements and access these funds, the City must submit an annual list of proposed projects for approval by the City Council and reporting to the California Transportation Commission.

City Staff recommend allocating these funds to the reconstruction of Firebaugh Avenue, a vital roadway improvement project estimated to cost over \$6,000,000. This allocation ensures that available funds are applied toward the reconstruction of Firebaugh Avenue.

Background:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017, to address some of the significant multi-modal transportation funding shortfalls statewide. The purpose of the legislation is to provide ongoing funding to cities and counties for eligible roadway repair and maintenance projects.

SB 1 includes accountability and transparency provisions to ensure the residents of Exeter are aware of the projects proposed for funding in the community. The City must annually prepare and submit a list of all projects proposed to receive funding from the RMRA, created by SB 1. These projects must be adopted by resolution and submitted to the state prior to receiving funds.

For the upcoming fiscal year, Exeter is projected to receive \$271,551 and plans to apply these funds along with previous year allocations, toward the Firebaugh Avenue Reconstruction Project.

Firebaugh Avenue is planned for complete reconstruction to begin after the emergency waterline project to Tooleville is completed. Currently, City Engineering Consultant, QK is preparing 90% construction drawings. The projected cost for the project is estimated to exceed \$6,000,000. The City needs to continue to plan for the funding of the reconstruction of Firebaugh Avenue ensure readiness for construction and RMRA funds is an available funding source for the project.

Fiscal Impact:

The City will receive an estimated \$271,551 in RMRA funding in Fiscal Year 25/26 from SB 1. Those funds, combined with previous allocations, are proposed to be directed to the Firebaugh Avenue Reconstruction project. To date, the City has approximately \$1,400,000 allocated to this project.

Prior Council/Board Actions:

The City Council has previously adopted similar resolutions approving annual project lists for RMRA funding under SB1.

Attachments:

- California City Finance 2024/25 RMRA Funding Estimate
- Resolution 2025-19

<p>Recommended motion to be made by Council/Board: I move to adopt Resolution 2025-19, A Resolution of the City Council of the City of Exeter approving the City of Exeter's Fiscal Year 2025/26 list of projects funded by SB 1: The Road Repair and Accountability Act.</p>
--

ATTACHMENT B

Local Streets and Roads - Projected FY2025-26 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated January 2025

Estimated January 2025	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽⁵⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
TULARE COUNTY								
DINUBA	232,723	162,793	92,950	222,176	6,000	716,643	670,953	1,387,596
EXETER	94,188	65,886	40,476	89,920	3,000	293,471	271,551	565,022
FARMERSVILLE	94,461	66,077	40,580	90,181	3,000	294,299	272,338	566,637
LINDSAY	115,501	80,795	48,549	110,267	3,000	358,113	332,997	691,110
PORTERVILLE	572,720	400,627	221,734	546,766	7,500	1,749,347	1,651,186	3,400,533
TULARE	644,294	450,695	248,844	615,097	7,500	1,966,429	1,857,538	3,823,968
VISALIA	1,315,288	920,067	503,002	1,255,684	10,000	4,004,041	3,792,055	7,796,096
WOODLAKE	70,191	49,100	31,387	67,010	2,000	219,687	202,364	422,052
TUOLUMNE COUNTY								
SONORA	47,349	33,121	33,057	45,203	2,000	160,731	136,510	297,241
VENTURA COUNTY								
CAMARILLO	644,057	450,529	289,500	614,871	7,500	2,006,457	1,856,856	3,863,313
FILLMORE	155,261	108,607	73,432	148,225	4,000	489,524	447,626	937,150
MOORPARK	329,614	230,570	150,503	314,677	6,000	1,031,364	950,296	1,981,660
OJAI	69,963	48,941	35,727	66,793	2,000	223,423	201,708	425,132
OXNARD	1,835,526	1,283,982	816,179	1,752,347	10,000	5,698,034	5,291,933	10,989,967
PORT HUENEME	200,799	140,462	93,561	191,699	5,000	631,521	578,915	1,210,436
SAN BUENAVENTURA	1,001,764	700,751	447,621	956,367	10,000	3,116,503	2,888,145	6,004,648
SANTA PAULA	285,341	199,601	130,932	272,410	6,000	894,284	822,654	1,716,938
SIMI VALLEY	1,148,452	803,362	512,463	1,096,408	10,000	3,570,685	3,311,056	6,881,741
THOUSAND OAKS	1,154,158	807,353	514,985	1,101,855	10,000	3,588,352	3,327,507	6,915,858
YOLO COUNTY								
DAVIS	593,760	415,345	277,476	566,853	7,500	1,860,934	1,711,845	3,572,779
WEST SACRAMENTO	493,947	345,525	231,639	471,563	7,500	1,550,174	1,424,080	2,974,254
WINTERS	69,044	48,298	36,508	65,915	2,000	221,765	199,058	420,823
WOODLAND	552,135	386,228	258,361	527,114	7,500	1,731,337	1,591,838	3,323,176
YUBA COUNTY								
MARYSVILLE	119,769	83,781	44,663	114,342	3,000	365,555	345,302	710,857
WHEATLAND	35,428	24,782	16,591	33,822	1,000	111,623	102,140	213,763
Statewide Total	\$ 302,263,500	\$ 211,438,500	\$ 125,343,590	\$ 294,528,000	\$ 2,715,000	\$ 936,288,590	\$ 871,444,000	\$ 1,807,732,590

Notes:

1. The Highway Users Tax is also known as the "Motor Vehicle Fuel Tax", the "Gasoline Excise Tax" and "Article XIX Revenues."
2. Rolling Hills has no public streets and is therefore not eligible for HUTA or RMRA allocations.
3. Str&HwysCode §§ 2103, 2105, 2106, 2107 and RMRA amounts are paid monthly. Includes special payments for snow removal.
4. Str&HwysCode § 2107.5 amounts are typically paid by the State Controller once per year in July.
5. Str&HwysCode § 2103 allocations replace the former Prop42 TCRF revenues. Previously adjusted annually by the BOE until July 2019.

RESOLUTION NO. 2025-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER APPROVING THE CITY OF EXETER'S FISCAL YEAR 2025/26 LIST OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$271,551.00 in RMRA funding in Fiscal Year 2025/26 from SB 1; and

WHEREAS, this is the 8th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the current balance in the City's RMRA funds is approximately \$563,804.92; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City reconstruct Firebaugh Avenue and other street maintenance and rehabilitation projects; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an at-risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Exeter, State of California, as follows:

1. The foregoing recitals are true and correct.

The Firebaugh Avenue Reconstruction will be the fiscal year 2025/26 designated project for SB 1 funding.

The design is currently progressing to 90% construction plans and had an estimated cost of \$6,000,000. The City of Exeter currently has \$1,400,000 allocated to this project, making it imperative that all possible funds are allocated to the project.

This project is consistent with the Department's recommendation that the RMRA funds be used to preserve the City's street investment. There is an emergency project to consolidate the water system at Tooleville, which will require sections of Firebaugh to be excavated for new water line. The Firebaugh Avenue reconstruction falls in line as the next order of business in this area of the City.

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 June 10, 2025.

PASSED, APPROVED AND ADOPTED this 10th day of June 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

Frankie Alves, Mayor

ATTEST:

Francesca Quintana, City Clerk

City of Exeter Agenda Item Transmittal

Meeting Date: June 10, 2025

Agenda Item Number: J.2.

Wording for Agenda: Adoption of Resolution 25-18, A Resolution of the City Council of the City of Exeter, authorizing and directing the City Administrator to pursue the funding and development of a Local Roads Safety Plan (LRSP).

Submitting Department: Public Works
Contact Name: Eddie Wendt, Operations Manager
Phone Number: (559)804-9988
Email: ewendt@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

City Staff recommends that the City Council adopt Resolution 25-18, A Resolution of the City Council of the City of Exeter, authorizing and directing the City Administrator to pursue the funding and development of a Local Roads Safety Plan (LRSP).

Summary:

The purpose of developing a Local Road Safety Plan (LRSP) is to improve traffic and pedestrian safety throughout the City of Exeter, particularly in school zones. An LRSP is a prerequisite for applying to several competitive state and federal safety grant programs, including the Safe Routes to Schools and Highway Safety Improvement Program. These programs provide funding for critical improvements such as sidewalks, pedestrian crossings, traffic calming, and ADA-accessible infrastructure near schools.

Currently, the City is not eligible to apply for these funding sources without an adopted LRSP. Developing this plan would position Exeter to compete for millions of dollars in potential grant funding aimed at reducing collisions and improving student safety. The plan also supports the Tulare County Association of Governments' (TCAG) Regional Transportation Planning goals, which will allow the City to collaborate with TCAG to seek Measure R funding or apply for Caltrans Planning Grants to cover the cost of the LRSP.

Should the City Council approve this resolution, staff will work with TCAG and other partners to identify funding sources and return to the City Council with a future agenda item requesting approval to solicit proposals and select a consultant to develop the LRSP. This step builds on prior planning efforts, including the City's Complete Streets and Active Transportation Plans, and represents a key part of Exeter's long-term strategy to address ongoing safety concerns near schools.

Background:

In 2019 there was an incident where two Exeter High School students were struck by a vehicle the crosswalk at Sequoia and SR 65, at the same time the City of Exeter was at the beginning of conducting the “City of Exeter Complete Street with ADA Compliance and Active Transportation Safety Enhancement Plan.” During the study in 2021, Caltrans District 6 participated in a walking audit with City Staff to view the deficiencies along the State Route 65 corridor in the City of Exeter, especially near the High School. In the fall of 2023, Caltrans began a feasibility study on the State Route 65 corridor involving Exeter Union School District, TCAG (Steet Story (Cal Berkely)), at the same time Council Member Riddle arranged a site visit with CTC Chair Ingman who saw firsthand the concerns and needs on the corridor.

With the funding approval from TCAG to conduct an ATP plan staff began the process in November 2023, by hiring TKJM to prepare the City of Exeter ATP plan (completed in October 2024). On June 17, 2024, the Cycle 7 ATP grant funding was applied for, but fell short of being awarded (next cycle will be 2026). Currently there are several safety concerns that still exist with the current infrastructure around the schools that need to be addressed to reduce conflicts between vehicles and pedestrians.

The LSRP will give the City of Exeter another tool and opportunity to pursue additional funding to assist in making safety improvements around the schools. Developing an LRSP is the next step to qualify for other grant programs and continue working toward safer streets. If approved, staff will pursue funding for the development of a Local Safety Roads Plan with TCAG and Caltrans then bring back an agenda item to seek proposals for the plan after funding is secured.

Fiscal Impact:

The estimated cost to develop the LSRP is between \$75,000-\$100,000. Staff will seek funding through Measure R via TCAG or apply for Caltrans Planning Grants.

Prior Council/Board Actions:

Approved the City of Exeter Complete Streets and ADA/Active Transportation Plan in 2022.
Approved the City of Exeter’s ATP Plan in October of 2024.

Attachments:

- Resolution 2025-18

Recommended motion to be made by Council/Board: I move to adopt Resolution 25-18, A Resolution of the City Council of the City of Exeter, authorizing and directing the City Administrator to pursue the funding and development of a Local Roads Safety Plan (LRSP).

RESOLUTION 2025-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO PURSUE THE FUNDING AND DEVELOPMENT OF A LOCAL ROADS SAFETY PLAN (LRSP)

WHEREAS, the City of Exeter approved the Complete Street with ADA Compliance and Active Transportation Safety Enhancement Plan on August 09, 2022; and

WHEREAS, the City of Exeter in coordination with Caltrans, Exeter Union School District and Tulare County Association of Governments (TCAG) prepared an Active Transportation Plan adopted by City Council on October 22, 2024; and

WHEREAS, the State Route 65 Multi-Modal Corridor Study was completed by Caltrans in February 2025; and

WHEREAS, the three above documents have identified opportunities for safety improvements within the City Limits on and near the SR 65 Corridor and near Exeter Union High School, Wilson Middle School, Rocky Hill Elementary, Lincoln Elementary, Kaweah Continuation School, and Little Lambs Preschool; and

WHEREAS, the City of Exeter applied for Active Transportation Program (ATP) funding Cycle 7 to make several safety improvements in SR 65 Corridor next to the schools in Exeter, which was ultimately not awarded that cycle, however the City was encouraged to re-apply for the next cycle (June 2026); and

WHEREAS, there are several safety concerns that still exist with the current infrastructure around the schools in Exeter that need to be addressed to reduce conflicts between vehicles and pedestrians, and the development of a Local Roads Safety Plan (LRSP) will make Exeter Eligible to apply for Safe Routes to School and Hazardous Safety Improvement funds from the State of California; and

WHEREAS, the LSRP will give the City of Exeter another tool and opportunity for additional funding to assist in making safety improvements around the schools, sidewalks, ADA Curb Cuts, lighted crosswalks, pedestrian Islands, bicycle lanes, flashing beacons, lane improvements and other improvements related transportation safety; and

WHEREAS, the City Council wishes to pursue the development of an LRSP and authorizes the City Administrator to pursue funding opportunities to develop the LRSP through Tulare County Association of Governments (TCAG) or Caltrans Planning Grants to develop a Request for Proposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Exeter, that the Council hereby supports and directs the City Administrator seek funding opportunities through TCAG or Caltrans to develop a LRSP.

PASSED, APPROVED AND ADOPTED this 10th day of June 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

Jacob Johnson, Mayor

ATTEST:

Francesca Quintana, City Clerk

City of Exeter Agenda Item Transmittal

Meeting Date: June 10, 2025

Agenda Item Number: J.3

Wording for Agenda: Consider authorization to enter into a contract with IMS to conduct a Street Pavement Analysis, approval proposal submitted by IMS and appropriation of funds.

Submitting Department: Public Works
Contact Name: Zachary Boudreaux
Phone Number: (559)610-6768
Email: zboudreaux@exetercityhall.com

Department Recommendation:

Staff recommends that the City Council authorize staff to execute the attached contract with IMS to conduct an updated Street Pavement Analysis in the amount of \$29,575.00 and approve the appropriation for the same project.

Summary:

A new Street Pavement Analysis (SPA) will provide current street condition data including road surface condition and structural integrity. This information will assist the City in the planning of street maintenance efforts to optimize resource allocation for pavement management to improve and preserve the City's transportation infrastructure in an efficient and cost-effective manner.

Background:

A Street Pavement Analysis (SPA) is used to determine the condition of roadways within the City, identify what roadways are in the worst condition and which of those are at critical points. Each roadway is given a Pavement Condition Index (PCI) rating from 0 to 100, 0 being completely deteriorated and 100 being a new roadway. Many factors affect a city's PCI score, including pavement age, climate and precipitation, traffic load, and funding for maintenance. The analysis will provide the City with information to assist in planning street maintenance efforts to preserve and improve the transportation infrastructure in an efficient and cost-effective manner. The average CPI number of the roads in the City is utilized to determine a City's overall standing for road health. The CPI can also be utilized in applications for transportation infrastructure funding.

The City last SPA was completed in October of 2019, which stated that the City's had a Pavement Condition Index (PCI) average rating of 49; which is considered to be "marginal to fair". The goal over the last 6 years has been to improve the conditions of the street network by conducting street improvement projects of various nature including crack sealing, cape sealing, and complete reconstruction. The industry standard varies, but a PCI rating of 60 or more is often categorized as being in the lower end of the "good to excellent" range.

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Fiscal Impact:

Proposed cost: **\$29,575**

The study is proposed to be funded through the Street Fund.

Attachments:

- IMS Quote

<p>Recommended motion to be made by Council/Board: I move to authorize the execution of the proposed contract with IMS to conduct a Street Pavement Analysis by approving the proposal submitted by IMS in an amount not to exceed \$29,575 and approve appropriation of funds in the Street Fund.</p>

City of Exeter, California

Exeter-CA [2025-26 PCI into ESA]

IMS Fee Proposal

Opportunity ID: 25-04-05806



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com



THIS CONTRACT AGREEMENT ("Contract") is entered into on by and between:

International Cybernetics Company, LP (ICC) d/b/a IMS Infrastructure Management Services ("Consultant") with its principal office at 10630 75th Street, Largo, FL 33777, Phone: 727-547-0696 and Exeter, NH with its principal offices at , Exeter, NH Phone: ("Client"). Consultant and Client may hereinafter be referred to collectively as the "Parties."

RECITALS

WHEREAS, Consultant agrees to fulfill and perform the work as set forth under Scope of Work (**Fee Proposal**), and Client agrees to fulfill its obligations, including providing information required for project setup and compensating the Consultant as set forth under pricing (**Fee Proposal**);

NOW, THEREFORE, the Parties hereto, intending to be legally bound, do hereby agree that the project overview and Pricing below accurately reflect the work to be performed and the price to be paid; and

The Parties accept the standard terms and conditions of sale as described in the attached (Appendix D); and

The Parties agree that any modifications to the scope of work or pricing will be agreed to in writing and explicitly acknowledged by both Parties in order to be binding, and

The Parties agree that any agency, current or future, within the same state shall be allowed to participate in this agreement during the life of the contract, even if it is not listed amongst the solicitation participants. While this clause in no way commits an Agency to purchase from Agency's awarded contractor, nor does it guarantee any additional orders will result, it does allow Agencies, at their discretion, to make use of Agency's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other Agencies shall be understood to be transactions between that Agency and the awarded vendor; the Agency shall not be responsible for any such purchases.

IN WITNESS WHEREOF, this Contract is entered into as of the day and year written above. The Client and Consultant hereby represent and warrant to each other that each of the signers below have the right, power, legal capacity, and authority to enter into and bind the corresponding organization to perform its obligations under this Contract, and that the signature and execution of this Contract has been duly authorized.



10630 75th Street
Largo, FL 33777



+1 727-547-0696



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Reference Project Overview for scope of work and fees, a total of \$29,575.00.

International Cybernetics Company, LP
d/b/a IMS Infrastructure Management Services

City of Exeter, California

Date: _____

Date: _____

By: _____

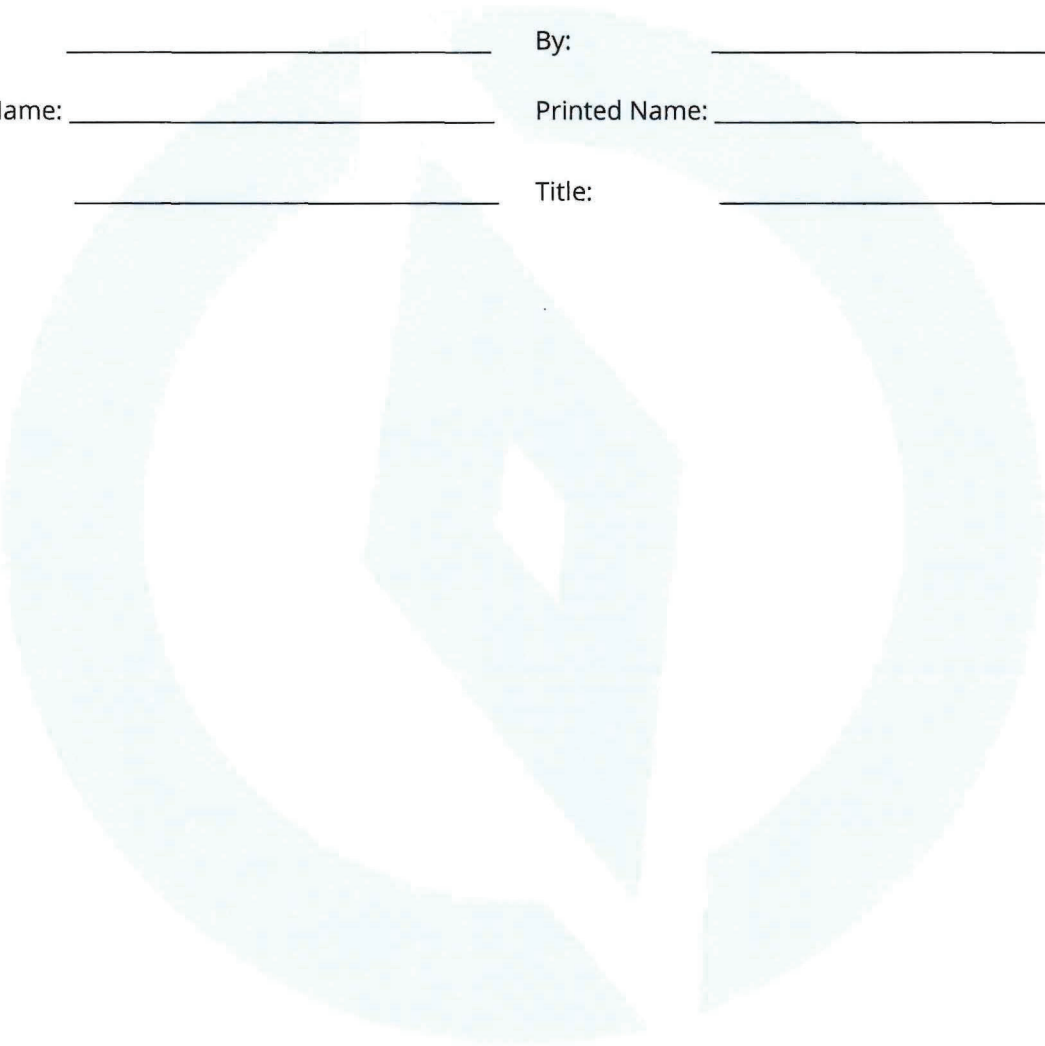
By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



10630 75th Street
Largo, FL 33777



+1 727-547-0696



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4/24/2025

City of Exeter, California
Norm Goldstrom, Consultant (was city PM)
Email: ngoldstrom@gmail.com
Phone: (559) 287-2726

Re: Exeter-CA [2025-26 PCI into ESA]

Dear Norm,

IMS Infrastructure Management Services (IMS) is pleased to present this fee proposal and SOW for a roadway pavement condition survey for Exeter. As an industry leader with five decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding your agency's goals and objectives for this project. We work with our clients to meet all project goals and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for pavement management analyses, which identify the most appropriate maintenance or rehabilitation activity for each roadway pavement.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling your agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at (480) 741-1847 or by email at jtourek@icc-ims.com.

Best regards,

**International Cybernetics Company, LP d/b/a
IMS Infrastructure Management Services**

Jim Tourek, Client Services Manager



10630 75th Street
Largo, FL 33777



+1 727-547-0696



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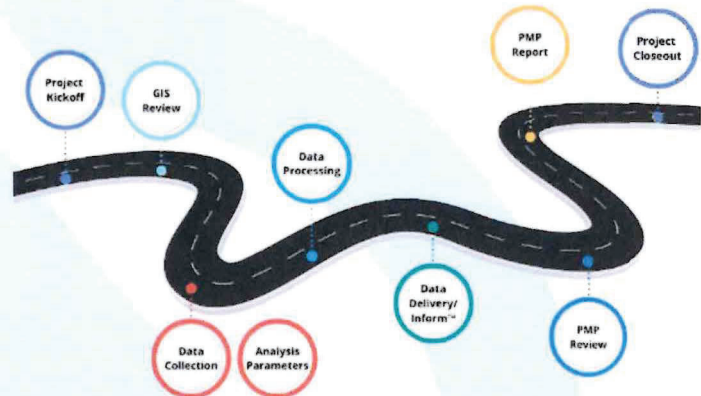
Project Overview

The primary objective of this project is to collect **54 test miles** of roadway condition data. To ensure adequate coverage across the roadway network, we survey roads with greater than three lanes in both directions and all remaining roads in one direction. Our project roadmap, shown in the figure below, has evolved over the years and reflects our team's collective experience of successfully delivering thousands of similar projects. (See Appendix A for more details on each step in our project roadmap.)

The pavement condition survey will be performed with an IrisPRO Pave™ data collection system. The IrisPRO Pave™ collects georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements.

Collected data are processed to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported following the International Roughness Index (IRI) method. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Roadway imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.

Our data collection approach provides 100% coverage of all collected lanes, 100% rating of all pavement (no sampling), and no reliance on field operators/crew to perform manual rating or supplemented with "windshield surveys." This approach meets stringent industry standards (ASTM and AASHTO) and state DOT reporting requirements. We are the only vendor bringing our fifty-year legacy of state DOT pavement condition survey experience, quality, accuracy, and repeatability to municipal agencies.



Deliverables

01**Roadway Pavement Condition Data**

Reported in an Excel spreadsheet and a geodatabase.

02**Easy Street Analysis (ESA) of Roadway Pavements**

- Easy Street Analysis (ESA) pavement management spreadsheet
- Customizable prioritization and deferred cost analysis (refer to **ESA Overview** for specified customizations and optional value add enhancements)
- ESA training session (two hours) via Teams

03**Five (5) Year, Network-Level Pavement Management Plan via ESA****04****Inform™ Online Data Viewer**

Enables convenient, browser-based viewing of collected data and imagery. *(Note: 90 days of hosting for unlimited agency users is included from the time of implementation.)*

05**Additional Value-Added Services**

If applicable, based on our discussions with you, this budgetary estimate includes information and pricing on additional value-added services, described in more detail below.





IMS Fee Proposal – TX Share Rates (54 Survey Miles, includes +1 mile to 2019)

Exeter-CA [FY2026 PCI into ESA - TX Share Renewal]: Historical/Existing Client Discount = <\$2,361>

Service Category #1: Pavement Data Collection										A	B	C=AB
Provide Price Per Tiered Group										Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
Activity #	Activity Description	Unit	Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
1	Automatically and continuously measure pavement cracking, texture, rutting and geometrics. Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.	Lane Mile ¹			\$140.00	\$115.00	\$100.00		x	54	\$140.00	\$7,560
2	Collect pavement surface distress and structural condition information through automated means for all Participant-owned roadways.	Lane Mile ¹			\$1.00	\$1.00	\$1.00		x	54	\$1.00	\$54
3	Provide a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum		\$2,500.00					x			\$2,500
4	Collect dual-wheel path roughness data to International Roughness Index standards.	Lane Mile ¹			\$1.00	\$1.00	\$1.00		x	54	\$1.00	\$54
5	Collect pavement performance information that includes rutting using a minimum of seven (7) sensors (include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four (4) sensors, and longitudinal cracking	Lane Mile ¹			\$1.00	\$1.00	\$1.00		x	54	\$1.00	\$54
6	Perform friction testing	Lane Mile ¹	(OR: see below)		\$185.00	\$180.00	\$150.00			54		\$0
7	Measure lane striping reflectivity quality	Lane Mile ¹			\$50.00	\$50.00	\$50.00			54		\$0
Service Category #3: Pavement Management Analysis										A	B	C=AB
Provide Price Per Tiered Group										Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
Activity #	Activity Description	Unit	Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
21	Calculate the International Roughness Index (IRI) for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹			\$1.00	\$1.00	\$1.00		x	54	\$1.00	\$54
22	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433 or ASTM E3093. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹			\$20.00	\$15.00	\$12.00		x	54	\$20.00	\$1,080
23	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), public safety emergency routes, and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Provide results compatible with the Participant's GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹		\$2,000.00	\$0.00	\$1.00	\$1.00		x	54	\$0.00	\$2,000
24	Estimate the annual budget required to meet the long-term goals regarding desired pavement condition levels. Cost includes base cost plus lane mile unit cost.	Each Participant		\$4,500.00	\$0.00	\$1.00	\$1.00		x	54	\$0.00	\$4,500
25	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff. Cost includes base cost plus lane mile unit cost.	Each Participant		\$3,000.00	\$0.00	\$1.00	\$1.00		x	54	\$0.00	\$3,000
26	Recommend the computer hardware and software needed for successful implementation, potentially including recommendations for licenses of pavement management system software and other geodatabase software as needed.	Each Participant		\$1,500.00								\$0
27	Train Participant staff and provide assistance to the Public Works and IT Department as needed for the use of data collected through the fully automated system. (20 person maximum per class)	Day		\$3,500.00								\$0
Service Category #4: Electronic Products										A	B	C=AB
Provide Price Per Tiered Group										Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
Activity #	Activity Description	Unit	Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
28	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Exhibit B	Lane Mile ¹			\$8.00	\$3.00	\$2.00		x	54	\$5.00	\$270
29	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery).	Lane Mile ¹			\$15.00	\$10.00	\$5.00			54		\$0
30	Load assessment data for all Participant-maintained pavements into a pavement management system required by local government Participant(s), if applicable. (Example: MicroPaver). The assessment data shall include visual observations, photographs and measurements collected by instrumentation. Cost includes base cost plus lane mile unit cost.	Each Participant		\$3,500.00	\$5.00	\$4.00	\$3.00		x	54	\$5.00	\$3,770
31	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant		\$7,000.00	\$0.00	\$5.00	\$5.00			54		\$0
32	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant		\$1,500.00	\$10.00	\$8.00	\$5.00		x	54	\$10.00	\$2,040
33	Provide asset management tools or systems (not just collection) (i.e., 15-year plan about how to fix or repair assets). Cost includes base cost plus lane mile unit cost.	Each Participant		\$2,400.00	\$0.00	\$0.00	\$0.00			54		\$0
Service Category #7: Value Added Services										A	B	C=AB
Provide Price Per Tiered Group										Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
Activity #	Activity Description	Unit	Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
40	Full Written Final Report- Firm shall prepare and submit a written project report summarizing the work performed, dates of collection, methodology, and results.	Each Participant		\$3,500.00					x			\$3,500
41	Project Presentation- Firm shall prepare and present a written project report summarizing the work performed, dates of collection, methodology, and results to the Participant's legislative body.	Each Participant		\$1,000.00								\$0
42	Provide Curb Ramp and ADA/Barrier Free Ramp Compliance Survey	Each Participant		(see below)								\$0
43	Stand-alone field operation for collection of asset inventory only, with different levels of position accuracy and abilities to use data for attribute registration and conditions. Cost includes base cost plus lane mile unit cost. a. Photogrammetry b. Mobile Lidar	Lane Mile ¹		a. \$7,500.00 b. (see below)	a. \$100.00 b. (see below)	a. \$ 90.00 b. (see below)	a. \$ 80.00 b. (see below)					\$0
44	Generic asset types, allowing for any item within line of sight of the collection vehicle. Asset types include items a. through d. in Exhibit B. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹		\$1,500.00	(see 50s-v pricing)	(see 50s-v pricing)	(see 50s-v pricing)		x			\$1,500
45	Provide consultancy services to develop linework in GIS for missing sidewalks in order to quantify and identify on a map	Hour		\$175.00								\$0
0	Historical/Existing Client Discount (IMS 2019)	Each Participant		\$2,361.00					x		\$2,361.00	-\$2,361
0.0	Inform Web-Hosted Viewer (90 Days Trial/Free)	Each Participant		\$2,000.00					x	+51.20/Mi. Per Yr. +	\$2,054.80	\$0
TOTAL												\$29,575



IMS Fee Proposal – Invoice Formatting

Exeter-CA [2025-26 PCI into ESA]

(Note: final fee/scope depends on confirmation of test miles to be surveyed, analysis and reporting requirements)

Fee Proposal					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff	1	Lump Sum	\$2,500.00		\$2,500.00
Project Management	1	Lump Sum	\$1,500.00		\$1,500.00
GIS Review and Survey Extents Verification	1	Lump Sum	\$2,000.00		\$2,000.00
Mobilization/Calibration: 54 T-Mi. w/Alleys (City May <PCI+ESA>: Alleys)	1	Lump Sum	\$2,925.00		\$2,925.00
Field Data Collection - IrisPRO Pave	1	Test Miles	\$7,475.00		\$7,475.00
Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Std. Data Dictionary	1	Lump Sum	\$2,275.00		\$2,275.00
Condition Data Delivery (Standard Geodatabase/Tabular Format Only)	1	Lump Sum	\$1,500.00		\$1,500.00
Easy Street Analysis (ESA) Pavement Management Plan/Analysis - Draft	1	Lump Sum	\$6,500.00		\$6,500.00
Draft Pavement Mgt. Report	1	Lump Sum	\$2,400.00		\$2,400.00
Final Pavement Mgt. Report	1	Lump Sum	\$500.00		\$500.00
Inform - <400 lane miles- 90 Day Free Trial (Price reflects annual fee if opt in after trial)	1	Per Year	\$2,000.00	100%	\$0.00
Inform Web Hosting- 90 Day Free Trial (Price reflects annual fee if opt in after trial)	54	Per year per mile	\$1.20	100%	\$0.00
			Total Price:		\$29,575.00



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IMS Value-Added Services

Exeter-CA [2025-26 PCI into ESA]

Optional Value-Added Service Activities - Cost Estimates				
Name	Qty.	Units	Price	Total Price
FastFWD Structural Testing - Recommended 2-Pass Test for Major Roads				
a. Mobilization/Calibration (FFWD)	1	Lump Sum	\$ 2,925.00	\$ 2,925.00
b. Field Data Collection - Fast Falling Weight Deflectometer (FFWD)	1	Day: NTE 16 Mi.	\$ 3,750.00	\$ 3,750.00
c. Traffic Control for Deflection Testing (if applicable/necessary)	0	Hours	\$ 150.00	\$ -
d. Data Processing: Standard FFWD (Including QC/QA) - \$1,750 base fee + \$5/mile for networks >100 miles	1	Lump Sum	\$ 3,750.00	\$ 3,750.00
e. Calculate Structural Number (SNeff) - Used for Network Level Analysis - \$1,000 base fee + \$5/mile for networks >100 miles	1	Lump Sum	\$ 3,500.00	\$ 3,500.00
f. Calculate Structural Number Required (SNreq) Based on ADT and Provide Structural Index - \$1,000 base fee + \$5/mile for networks >100 miles	1	Lump Sum	\$ 4,000.00	\$ 4,000.00
			Total FWD	\$ 17,925.00
g. Optional - Color Coded GIS Map - Based on Structural Index (SI) (PDF)	1	Lump Sum	\$ 1,000.00	\$ 1,000.00
Right of Way (ROW) Asset Extraction - Using Standard Data Dictionary Attributes				
Crosswalks	54	Test Miles	\$ 19.00	\$ 1,026.00
Curb & Gutter	54	Test Miles	\$ 23.00	\$ 1,242.00
Curb Markings	54	Test Miles	\$ 22.00	\$ 1,188.00
Drainage Ditches	54	Test Miles	\$ 23.00	\$ 1,242.00
Drainage Structures (Inlets)	54	Test Miles	\$ 33.00	\$ 1,782.00
Driveway Aprons	54	Test Miles	\$ 39.00	\$ 2,106.00
Fence	54	Test Miles	\$ 23.00	\$ 1,242.00
Fire Hydrants	54	Test Miles	\$ 22.00	\$ 1,188.00
Guardrail/Guiderail	54	Test Miles	\$ 23.00	\$ 1,242.00
Landscaping	54	Test Miles	\$ 49.00	\$ 2,646.00
Manhole Covers	54	Test Miles	\$ 29.00	\$ 1,566.00
Pavement Striping - Linear	54	Test Miles	\$ 32.00	\$ 1,728.00
Pavement Markings - Point	54	Test Miles	\$ 22.00	\$ 1,188.00
Retaining Walls	54	Test Miles	\$ 23.00	\$ 1,242.00
Pedestrian Curb Ramps	54	Test Miles	\$ 26.00	\$ 1,404.00
Sidewalks	54	Test Miles	\$ 23.00	\$ 1,242.00
Sign Supports	54	Test Miles	\$ 33.00	\$ 1,782.00
Signs	54	Test Miles	\$ 63.00	\$ 3,402.00
Sign & Supports - Combined - Discounted Rate	54	Test Miles	\$ 75.00	\$ 4,050.00
Sound/Noise Barriers	54	Test Miles	\$ 23.00	\$ 1,242.00
Street Furniture	54	Test Miles	\$ 33.00	\$ 1,782.00
Street Lights	54	Test Miles	\$ 46.00	\$ 2,484.00
Traffic Signals and Flashers	54	Test Miles	\$ 29.00	\$ 1,566.00
Trees	54	Test Miles	\$ 56.00	\$ 3,024.00
Utility Poles	54	Test Miles	\$ 46.00	\$ 2,484.00
Valves	54	Test Miles	\$ 39.00	\$ 2,106.00
Pavement Story Map for External Viewers, Standard, With Hosting for 1 year	1	Lump Sum	\$ 7,500.00	\$ 7,500.00
a. Years 2 - 4 Annual Updates of Rehabs; + hosting fees of \$1.20 per mile (if applicable)	3	Lump Sum	\$ 2,000.00	\$ 6,000.00
Pavement Condition Dashboard for Client Internal Viewing, Standard, With Hosting for 1 year	1	Lump Sum	\$ 5,500.00	\$ 5,500.00
a. Years 2 - 4 Annual Updates of Rehabs; + hosting fees of \$1.20 per mile (if applicable)	3	Lump Sum	\$ 2,000.00	\$ 6,000.00
City Council Presentation - Virtual	1	Lump Sum	\$ 3,500.00	\$ 3,500.00
a. Add for an Onsite Presentation	1	Lump Sum	\$ 2,500.00	\$ 2,500.00
Non-Standard Written Report (Min. 8-Hours; beyond at Hourly Rate)	8	Hours	\$ 150.00	\$ 1,200.00
Additional or Specialty Maps for Reporting (In Addition to Maps in Standard Report)	1	Lump Sum	\$ 750.00	\$ 750.00
Additional Printed/Hard Copies of the Standard Final Report	1	Lump Sum	\$ 200.00	\$ 200.00
Sidewalk Condition Survey via Sidewalk-Surface Tester (SST) Data Collection		(Available Upon Request)		
Pedestrian Curb Ramp Non-Compliance Survey & Analysis via Mobile Lidar Data Collection		(Available Upon Request)		
Year to Year Data Comparisons - Prior Data Collected by Other Firm (QC/QA Team)	54	Test Miles	\$ 10.00	\$ 540.00
Year to Year Data Comparisons - Prior Data Collected by ICC-IMS > 3 Years Ago (QC/QA Team)	54	Test Miles	\$ 7.50	\$ 405.00
Year to Year Data Comparisons - Prior Data Collected by ICC-IMS < 3 Years Ago (QC/QA Team)	54	Test Miles	\$ 5.00	\$ 270.00
Easy Street Analysis (ESA) - Pavement Management Plan/Analysis				
a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software		Included in Base Activities (ESA)		
b. Customizable Prioritization & Cost-Benefit Analysis				
c. Unlimited Access - Training Library				
d. Online ESA Spreadsheet Training via Teams				

\$ 2,916.00

If both: \$75/

\$ 4,050.00



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Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.



Over the past five years, we have made a \$5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA)/PROWAG non-compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. ***Together, IMS – now powered by ICC – are paving the way forward!***



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Industry-Leading Technologies

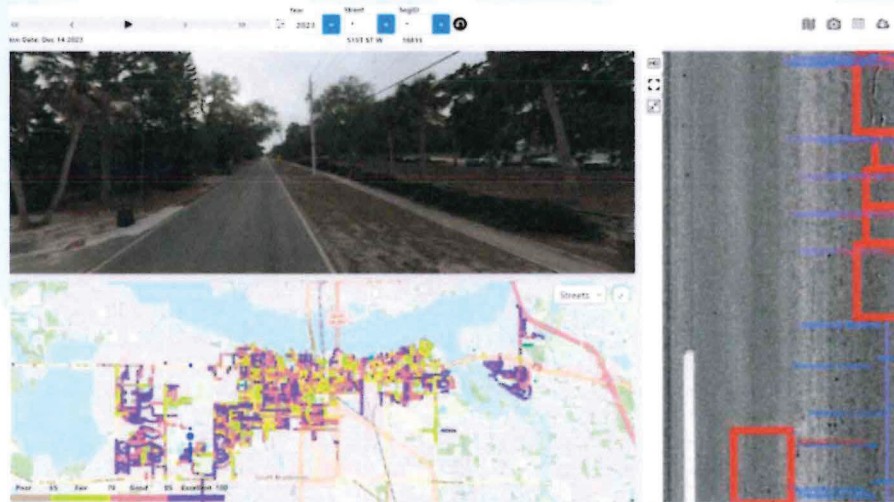
IrisPRO Pave™

The pavement condition survey will be performed using an IrisPRO Pave™ data collection system. The IrisPRO Pave™ is equipped with industry-leading data acquisition technologies, including an inertial profiler, a second-generation Laser Crack Measurement System (LCMS-2), a FLIR Ladybug5+ 30MP 360-degree camera, and an iXBlue A7 or OxTS INS with DGPS.



Inform™ Online Data Viewer

The Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing pavement condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected pavement data, including cracking, rutting, and roughness. The Inform™ viewer is fast, intuitive, and reduces the need for field visits. Inform™ provides color coded roads by condition values like PCI, PSCI, Roughness (IRI), Rutting Index and more. This allows for insights at a glance and effective reporting to decision makers.



"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."

– Robert Bush, Program Manager, Arizona DOT



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Easy Street Analysis (ESA) Overview

Pavement Management Plan and Included Deliverables

ESA integrates the core analysis capabilities of the most powerful pavement management systems within a familiar Microsoft® Excel environment. It is a pavement management tool designed to provide agencies with easy access to pavement condition data and analysis results. It is often used to enhance the use of traditional licensed-based software.

ESA was engineered as a simple solution that eliminates the need for users to become pavement management software experts before they can leverage their survey results. ESA is an interactive spreadsheet that contains deterioration curves, functional classes, pavement types, pavement strength rating, city-specific rehabilitation methods and costs, associated rehab resets, budget information, and other city-specific parameters. Our interactive ESA spreadsheet is fully customizable to the needs of our clients and programmed to develop multi-year M&R plans built around practical prioritization techniques and financial optimization, typically as cost of deferral analyses. Results can be visualized using both ESRI GIS software and Excel-based mapping tools. IMS has deployed ESA successfully on hundreds of government agencies across North America.

ESA offers the following key scenarios for analysis:

- Annual funding required to maintain current pavement conditions.
- Annual funding required to maintain the current network backlog.
- Funding projections needed to achieve and sustain a target PCI over the next five years.
- Funding projections needed to achieve and sustain a target backlog over the next five years.
- Minimum funding level required to avoid falling below control PCI limit.
- Minimum funding level required to avoid falling below control backlog limit.
- Future network performance predictions, including the network average PCI and segment level PCI, if current funding levels remain unchanged over five years.
- Strategic rehabilitation recommendations for pavement treatments based on the current budget.

For the pavement analysis results to be practically useful to the agency, IMS endeavors to work closely with every client agency to select appropriate parameters. The IMS pavement engineer will work with the client to select and define the analysis parameters. These include:

- Analysis period (standard is 5 years)
- Road maintenance budget (one value in \$/YR; can vary over the years)
- Rehab types and unit rates (in \$/SY)
- Completed work (rehab type and rehab date for any work done after survey but before analysis start date), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs)
- Planned work (rehab type and rehab date for any work to be done after analysis start date; e.g., CIP, future work etc.), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs)



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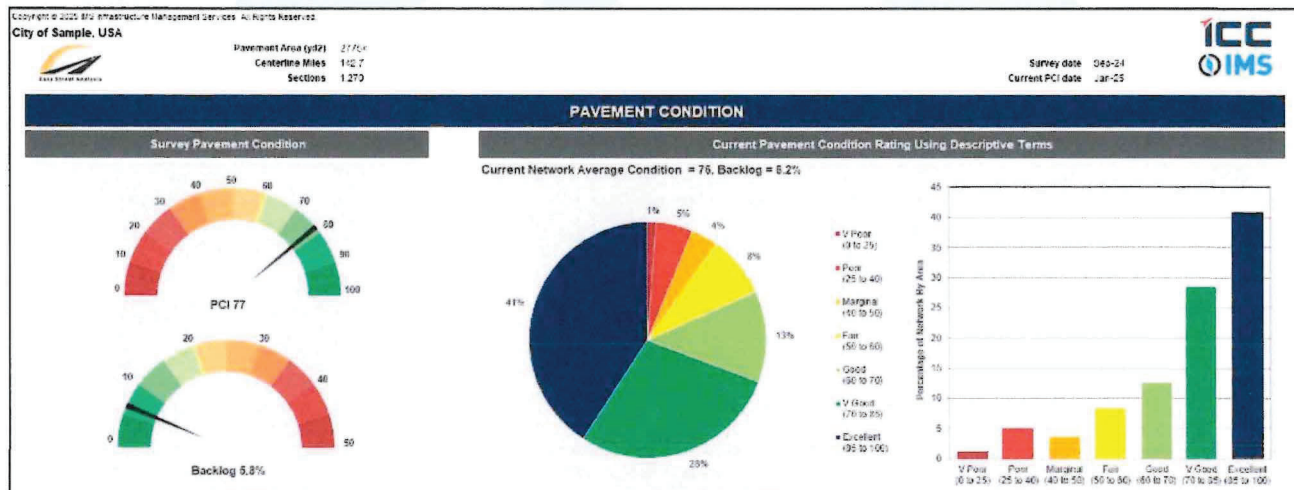


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- Project groupings by proximity, functional classes, pavement types, and similar conditions (PCI spread of 20 and PCI below 40)
- *If structural testing using the Fast-Falling Weight Deflectometer (FFWD) is involved: traffic data (AADT, %Trucks, and/or ESALs), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs). Default traffic count will be used if requested data is one of the specified formats.

Additional parameters and customizations are possible and can be discussed with the pavement engineer during the analysis initiation. IMS pricing includes up to 2 iterations (back-and-forths) of the analysis. Additional iterations or parameters will incur an additional cost. Also, any analysis parameter inputs such as completed or planned work lists provided in non-GIS or non-digital formats will incur an extra cost.

The following snapshots showcase some of the highlights of ESA:





ESA dashboard, providing overview of network condition. ESA offers a detailed evaluation of the network's PCI, with the ability to breakdown analyses by pavement type, functional classes, and index, delivering valuable insights into the overall network condition. The distribution of network area by pavement type and functional classes is displayed.



Network Analysis Summary - Five Year Rehab Plan Development

Current PCI Date: 1-1-2025		Annual Budget Increase (%/yr): 0.00		% of Budget Dedicated to Surface Treatments: 0							
Analysis Start Date: 1-1-2025 (MM/DD/YYYY)		Unit Rate Inflation (%/yr): 0.00									
Program Year	Annual Budget (\$)	Calendar Year	Block Count	Annual Expenditure (\$)	Pavement Costs (\$)	Peripheral Concrete Costs (\$)	Miles (mi)	PCI	Backlog (%)	Refresh	
Avg:	1,380,000	1,380	2024	1,270	19,008,510	19,008,510	0	142.7	76	6.2	Run ESA
1	1,380,000	2025	25	1,379,910	1,379,910	0	3.7	76			Agency Budget
2	1,380,000	2026	30	1,379,402	1,379,402	0	3.9	75			Inventory and Rehab Plan
3	1,380,000	2027	20	1,379,960	1,379,960	0	2.6	75			
4	1,380,000	2028	31	1,379,804	1,379,804	0	3.2	74			
5	1,380,000	2029	30	1,379,919	1,379,919	0	3.8	74		4.5	
Totals:			136	6,898,995	6,898,995	0	17.1				

Need Year	Committed Year	Year of First Selection	Segment Rehab Results	Rehab Activity Code	Rehab Activity	Avg Unit Rate (\$/yd2)	Segment Peripheral Concrete Costs (\$)	Segment Pavement Cost (\$)	Segment Total Cost (\$)	Project Cost (\$)	Five Year Post Rehab PCI
4	0	0	Fall Thru Yr 4						0	0	79
4	0	4	Selected Yr 4	58	FWM - Thick Overlay (> 2.0 - 3.0) - Strctrl Pch	29.00	0	73,883	73,883	169,302	94
4	0	4	Selected Yr 4	58	FWM - Thick Overlay (> 2.0 - 3.0) - Strctrl Pch	29.00	0	49,880	49,880	169,302	94
4	0	4	Selected Yr 4	58	FWM - Thick Overlay (> 2.0 - 3.0) - Strctrl Pch	29.00	0	45,559	45,559	169,302	94
6	0	0	Not Selected						0	0	84
1	0	0	Fall Thru Yr 1						0	0	52
3	0	0	Fall Thru Yr 3						0	0	42
3	0	0	Fall Thru Yr 3						0	0	45
3	0	0	Fall Thru Yr 3						0	0	44
4	0	5	Selected Yr 5	30	Edge Mill - Thin Overlay (1.5 - 2.0)	15.25	0	31,293	31,293	258,107	92
4	0	5	Selected Yr 5	30	Edge Mill - Thin Overlay (1.5 - 2.0)	15.25	0	57,813	57,813	258,107	92
4	0	5	Selected Yr 5	30	Edge Mill - Thin Overlay (1.5 - 2.0)	15.25	0	169,001	169,001	258,107	92
3	0	3	Selected Yr 3	50	FWM - Thick Overlay (> 2.0 - 3.0)	27.00	0	41,526	41,526	149,715	91
3	0	3	Selected Yr 3	50	FWM - Thick Overlay (> 2.0 - 3.0)	27.00	0	48,519	48,519	149,715	91
3	0	3	Selected Yr 3	50	FWM - Thick Overlay (> 2.0 - 3.0)	27.00	0	59,670	59,670	149,715	91
2	0	0	Fall Thru Yr 2						0	0	37
2	0	0	Fall Thru Yr 2						0	0	41

ESA has a straightforward design with simplified buttons to allow for agile review of recommended solutions for selected segments. The total budget and annual breakdown of each year of the respective analysis and network-level evolution of PCI and backlog are summarized.



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City of Sample, USA



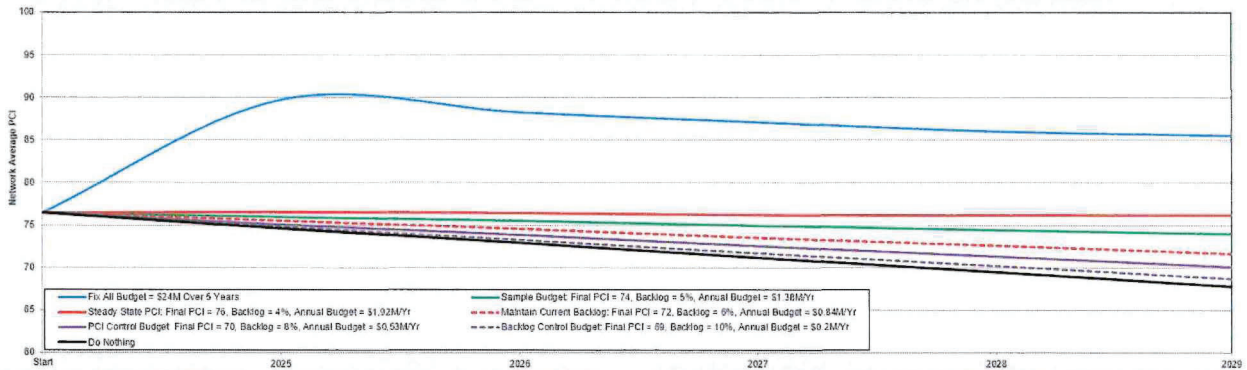
Pavement Area (yd²) 2775k
Centerline Miles 142.7
Sections 1,270

Survey date Sep-24
Current PCI date Jan-25

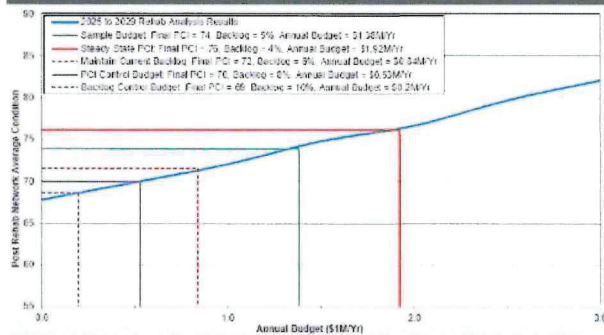


PAVEMENT MANAGEMENT PLAN - ANALYSIS PERIOD 2025 TO 2029

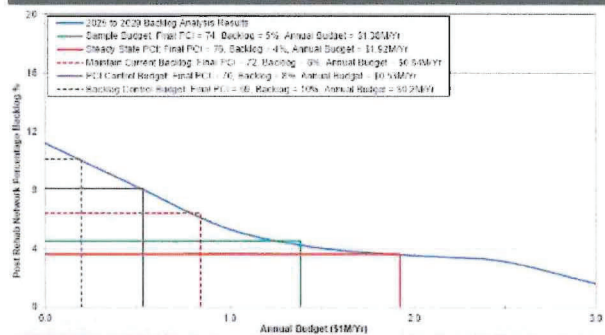
Annual PCI for Various Budget Levels



Five Year Post Rehab PCI versus Annual Budget

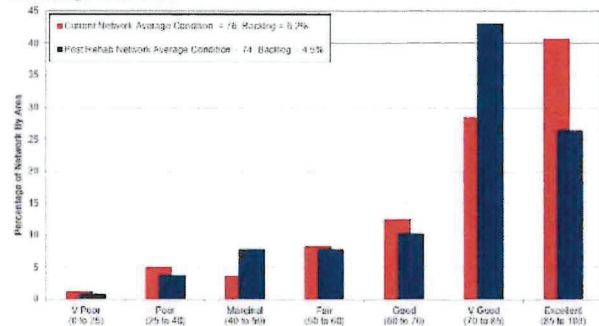


Five Year Post Rehab Backlog (%) versus Annual Budget

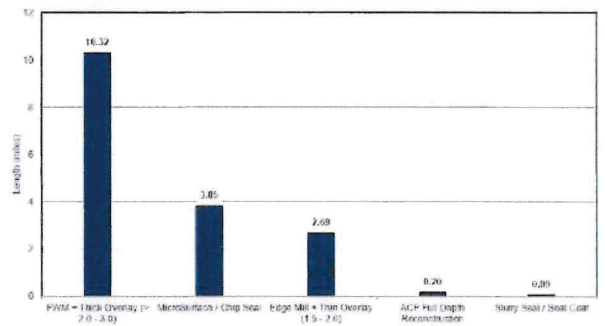


Post Rehab Pavement Condition Comparison - Current Condition Versus Selected Budget

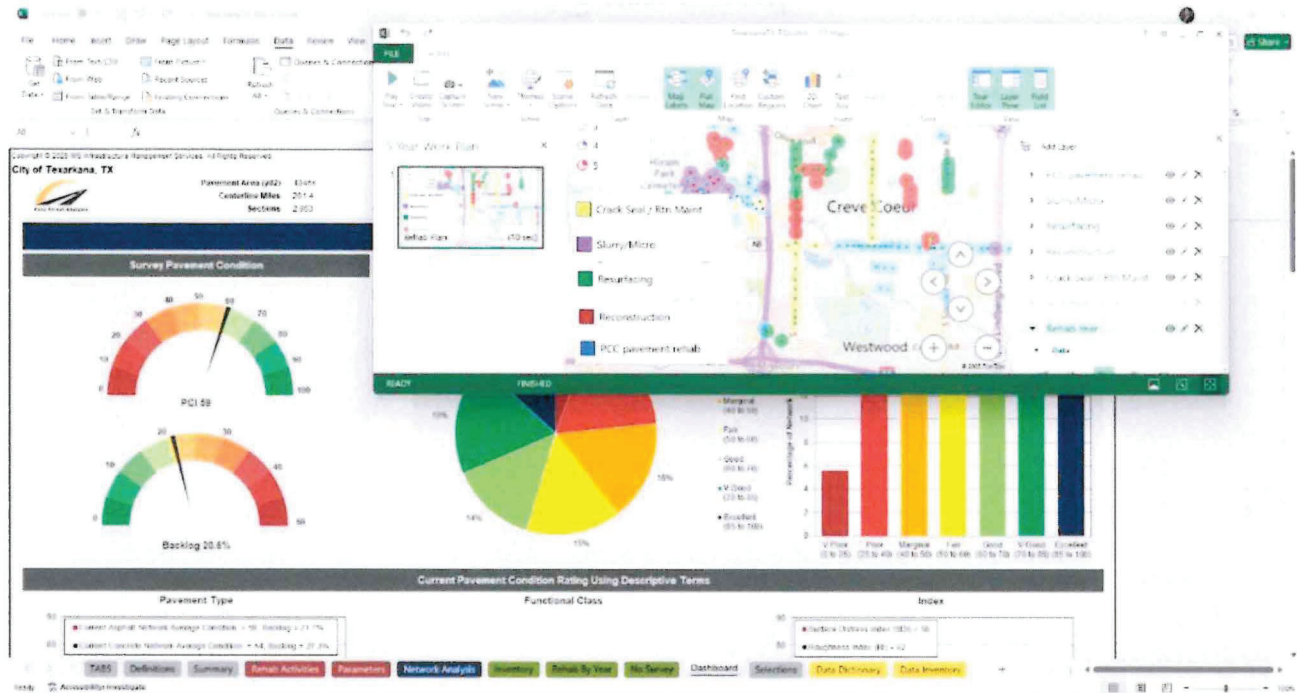
Annual Budget = \$1380 k/Year



Pavement Rehab Activities Distribution by Extent



ESA dashboards, presenting PCI and backlog values after a 5-year analysis is generated under various budget scenarios and summarizing the recommended rehabilitation activities by extent.



ESA contains embedded GIS maps, allowing users to open GIS maps within the Excel interface.



ESA viewer, provides a map-based view of the pavement condition before and after applying recommended treatments. Various options can be accessed and filtered from this view. Clicking any segment on the map displays detailed information such as GISID, PCI, year, and more.

Optional Value-Added ESA Enhancements

- Increase analysis period from 5 years to 10 years (ESA fee is multiplied by two (2))
- Additional budget breakdowns, other than one value in \$/YR (*specific scoping required by pavement engineer*)
- Conversion of rehab unit rates to \$/SY (*specific scoping required by pavement engineer*)
- Conversion of completed work (rehab type and rehab date for any work done after survey but before analysis start date) from any format other than a GIS-compatible format (shapefile, geodatabase or list of GISIDs) to an acceptable format for ESA (*specific scoping required by pavement engineer*)
- Conversion of planned work (rehab type and rehab date for any work to be done after analysis start date e.g., CIP, future work etc.), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs) to an acceptable format for ESA (*specific scoping required by pavement engineer*)
- Inclusion of project groupings by any other approach such as groupings by subdivisions, zones, neighborhoods, etc. (*specific scoping required by pavement engineer*)
- Conversion of traffic data for integration of FFWD data into ESA (*specific scoping required by pavement engineer*)



APPENDIX

Appendix A – Typical Project Roadmap

Step 1: Project Kickoff

The IMS project manager schedules a kickoff meeting with your agency's project team to review the project scope, schedule, and fee. The IMS project manager ensures that the IMS team and agency stakeholders clearly understand the goals and objectives of the project.

Step 2: GIS Linkage and Survey Map Development

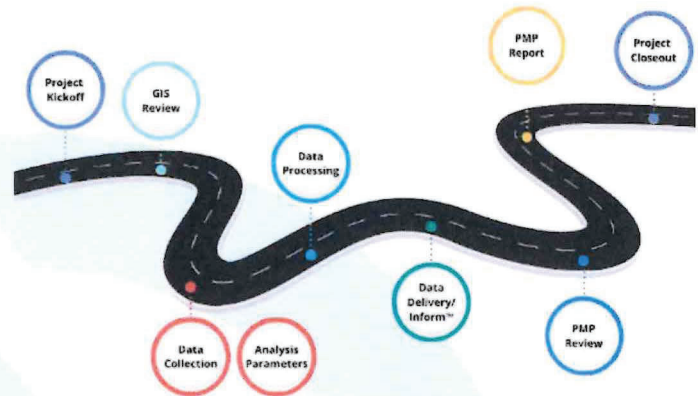
Following the kickoff meeting, IMS' GIS team reviews the agency's roadway network and verifies the roadways to be collected. The agreed-upon roadway network is loaded into ICC Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered.

Step 3: Data Collection

The pavement condition survey is performed with an ICC IrisPRO Pave™ data collection system. Georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements are collected.

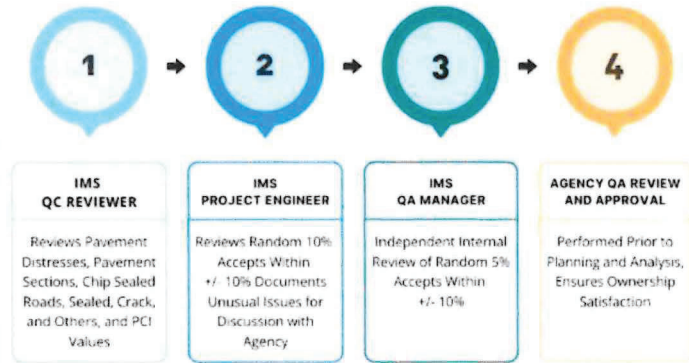
Step 4: Data Processing

The collected data are processed using ICC Connect™ software to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported using the International Roughness Index (IRI) method.



Step 5: Multi-step QC/QA IMS has developed a unique approach to pavement condition surveys by coupling the power of automated algorithms with manual review of distress data by trained and certified pavement raters. All data is manually reviewed by our QC team, then reviewed by our QA manager, and lastly, submitted to the agency for final review and acceptance. This rigorous QC/QA process provides an added measure of confidence that the pavement condition data is accurate.

Comprehensive Data Quality Management



Step 6: Data Analysis & Reports

- **Comprehensive Analysis**
Our data analysis is thorough and tailored to provide insights that drive decision-making.
- **Detailed Reporting**
We deliver comprehensive reports that are clear, concise, and customized to your reporting standards.

Step 7: Project Closeout

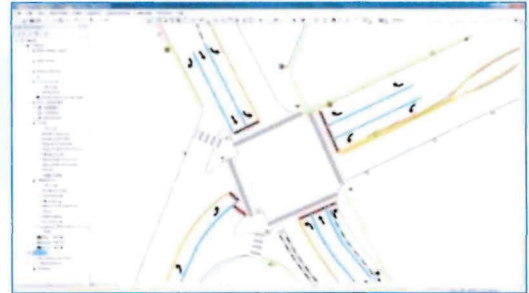
Project deliverables will be sent to you for final approval and acceptance. Once accepted, we will facilitate a final project close-out meeting with you, where we will present our findings and recommendations. This workshop-style meeting is an opportunity to clarify any final questions and discuss other ways IMS can support your pavement management program in the future.



Appendix B – Additional Value-Added Services

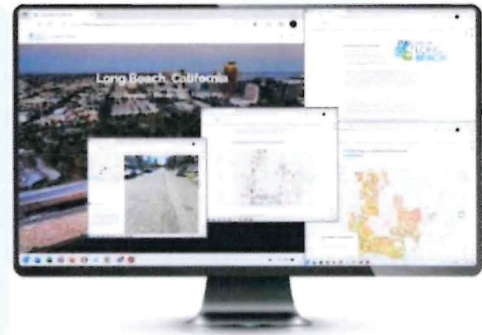
Right of Way (ROW) Asset Collection (e.g., signs, markings, curb, and gutter, etc.)

Imagery collected during the pavement condition survey can be used to build ROW asset inventories and condition assessments for signs, sign supports, curb and gutter, sidewalks and multi-use trails, pedestrian curb ramps, pavement markings and striping, traffic signals, trees, and many others. Our ability to leverage the high resolution 360-degree imagery already collected makes this a frequently used add on service by our clients.



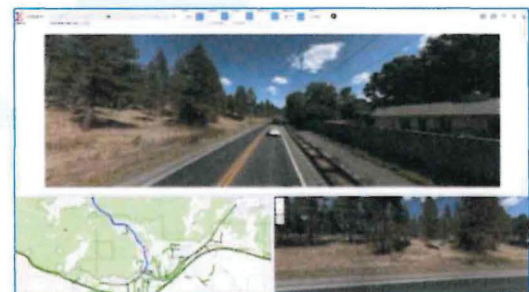
Web-based GIS Visualization via StoryMaps and Dashboards

Easy-to-use and easy-to-maintain web-based, geocentric StoryMaps and Dashboards can be built to serve not only internal staff but also constituents. These tools provide a dynamic way to present complicated information visually. StoryMaps and Dashboards may be configured for use within the agency for coordinating projects across departments or for presentation to the public to promote transparency and trust.



Inform™ Web Based Viewing Software, Including Thematic Maps

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review collected pavement and asset data. The software is fast, intuitive, and is the simplest way to make valuable photolog images available to every user. **Ninety (90) days of complimentary hosting is included with all IMS projects.** Competitive pricing for data hosting in year two and beyond is available upon request.





Structural Testing with a Fast-Falling Weight Deflectometer (FastFWD)

IMS offers additional pavement testing techniques to enhance decision-making and project prioritization.

The FastFWD applies a dynamic load to the pavement surface to measure structural capacity and pavement layer stiffness values.

We integrate the structural index (SI) as a component of each roadway's final PCI to help you better predict future performance and fine-tune rehabilitation activities, such as determining when to reconstruct vs. mill and overlay.



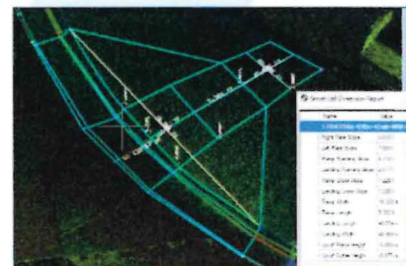
Sidewalk, Trail, and Parking Lot Surveys with a Sidewalk Surface Tester (SST)

We deploy our Sidewalk Surface Testers (SST) for capturing sidewalk inventory and condition data, SSTs may also be deployed to collect data for narrow alleys, parking lots, bike paths, and multi-use trails. SST surveys yield comprehensive sidewalk condition data that may be used in combination with lidar pedestrian curb ramp data to develop detailed ADA non-compliance identification. With the evolving PROWAG requirements, it is critical for agencies to have a plan in place for routinely assessing the condition of and proactively maintaining their pedestrian walkways.



Mobile Lidar for Pedestrian Curb Ramp Assessments

Mobile Lidar is deployed to supplement ROW inventory surveys by creating a 3D point cloud from which measurements can be extracted. Our mobile lidar system (a Riegl VMQ-1HA) collects 1.2 million points per second, resulting in extremely dense point clouds. The integrated Ladybug 5+ camera captures high-resolution spherical imagery at defined intervals. Using the lidar point cloud, IMS can efficiently take detailed measurements of pedestrian curb ramps to identify non-compliance.



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Roadway Friction Testing

Friction testing is a critical element of roadway safety inspections. Adequate friction can help reduce accidents and save lives. In the last five years alone, we have successfully completed over 200 friction testing projects. The friction of the pavement surface is measured in accordance with ASTM E274 and incorporates a ribbed tire in accordance with ASTM E501 for studies of the left wheel path at each site.



In-Person (or Virtual) Council Presentations

IMS is often asked to develop and deliver a council presentation to educate council members and the public on the concepts of pavement management and the results of the surveys, health of the roadway network and recommendations as a value-added service. We work collaboratively with agency staff to develop highly focused presentations that layout the existing state of the agency's roadways and the funding required to meet the agency's goals and objectives.



Customized Written Reports and Specialty Maps

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as part of the project. Additional analyses and specialty maps may be added to the final report to enhance the ability of the agency to communicate existing pavement conditions, forecasted conditions, and M&R needs and priorities.



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Appendix C ñ Enhanced ASTM D6433 Data Dictionary

The following pages outline the standard measurements that will be reported from our collected and processed data for roadways. We refer to this as a data dictionary, to clearly outline to our clients all data points we will be collecting and reporting data for. While this is the most typical data dictionary for municipal/county agencies, we can offer modifications to this. We additionally offer data dictionaries for other standards, such as ASTM E3303, FHWA LTPP, and more.



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Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
D	Direction			x		N	Predominant direction of travel, N/E/S/W based upon average heading value of the segment.
E	PavementType			xxxxx		ASP	Predominant pavement type observed over reporting interval
F	StartChain	Miles		x.xxx	3	2.653	Start chainage as defined for segment by the shp file
G	EndChain	Miles		x.xxx	3	2.751	End chainage as defined for segment by the shp file
H	Length	Feet		xxx	1	517.1	Chainage Length of the Segment in feet
I	ROWImagePath			xxxxxxxxxx		M:/Raw/Images/image1.jpg	This is the internal path to the first image of each segment
J	ASP_Percent	%	Flexible	xx.x	1	95.7	Percentage of segment that is ASP and not affected by any Event Flags
K	ASP_Area	Square Feet	Flexible	xx.x	1	5762	Total accessible pavement area that is ASP and not affected by any Event Flags
L	Other_Percent	%	Other	xx.x	1	96.6	Percentage of segment that is Other and not affected by any Event Flags
M	JCP_Percent	%	Rigid	xx.x	1	4.3	Percentage of segment that is JCP and not affected by any Event Flags
N	JCP_Area	Square Feet	Rigid	xx.x	1	291.2	Total accessible pavement area that is JCP and not affected by any Event Flags
O	Valid_Percent	%		xx.x	1	88.9	Percentage of the segment length containing valid data and not affected by any Event Flags
P	EventFlag					Bridge	Flag indicating presence of either Construction, Bridge, Railroad etc for which the data is invalidated
Q	AssessableLength	Feet		xx.x	1	439.8	Assessable pavement length captured from IrisPRO Pave not affected by any Event Flags
R	AssessableWidth	Feet		xx.x	1	13.1	Assessable pavement width captured from IrisPRO Pave not affected by any Event Flags
S	AssessableArea	Square Feet		xx.x	1	5762	Assessable pavement area captured from IrisPRO Pave not affected by any Event Flags



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B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
T	Speed	mph		xx.x	1	75.4	Average speed of collection through segment
U	MinSpeed	mph		xx.x	1	35.8	Minimum speed of collection through segment
V	MaxSpeed	mph		xx.x	1	90.7	Maximum speed of collection through segment
W	IRI_Left	in/mi		xxx.x	1	222.8	Lane left IRI where speed is greater than 12.5mph (Average); capped at 500
X	IRI_Right	in/mi		xxx.x	1	205.8	Lane right IRI where speed is greater than 12.5mph (Average); capped at 500
Y	IRI_Avg	in/mi		xxx.x	1	214.3	Lane average IRI where speed is greater than 12.5mph; capped at 500
Z	IRI_PercentInvalid	%		xx.x	1	13.3	Percentage of segment where IRI has been invalidated due to low speed or Event Flags
AA	Rutting_Left	Inches	Flexible	x.xx	2	0.17	Left wheelpath rut depth (Average)
AB	Rutting_Right	Inches	Flexible	x.xx	2	0.19	Right wheelpath rut depth (Average)
AC	Alligator_Low	Square Feet	Flexible	xx.x	1	23.5	Total area of low severity Alligator Cracking as defined by ASTM D6433
AD	Alligator_Mod	Square Feet	Flexible	xx.x	1	27.9	Total area of moderate severity Alligator Cracking as defined by ASTM D6433
AE	Alligator_High	Square Feet	Flexible	xx.x	1	12.2	Total area of high severity Alligator Cracking as defined by ASTM D6433
AF	LongTrans_Low	Feet	Flexible	xx.x	1	23.5	Total length of low severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AG	LongTrans_Mod	Feet	Flexible	xx.x	1	27.9	Total length of moderate severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AH	LongTrans_High	Feet	Flexible	xx.x	1	12.2	Total length of high severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AI	PatchingUtilityCuts_Low	Square Feet	Flexible	xx.x	1	23.5	Total area of low severity Patching & Utility Cuts as defined by ASTM D6433
AJ	PatchingUtilityCuts_Mod	Square Feet	Flexible	xx.x	1	27.9	Total area of moderate severity Patching & Utility Cuts as defined by ASTM D6433


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B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
AK	PatchingUtilityCuts_High	Square Feet	Flexible	xx.x	1	12.2	Total area of high severity Patching & Utility Cuts as defined by ASTM D6433
AL	Pothole_Low		Flexible	x	0	10	Count of low severity Potholes as defined by ASTM D6433
AM	Pothole_Mod		Flexible	x	0	6	Count of moderate severity Potholes as defined by ASTM D6433
AN	Pothole_High		Flexible	x	0	3	Count of high severity Potholes as defined by ASTM D6433
AO	Raveling_Mod	Square Feet	Flexible	xx.x	1	27.9	Total area of moderate severity Raveling as defined by ASTM D6433
AP	Raveling_High	Square Feet	Flexible	xx.x	1	12.2	Total area of high severity Raveling as defined by ASTM D6433
AQ	Rutting_Low	Square Feet	Flexible	xx.x	1	27.9	Total area of low severity Rutting as defined by ASTM D6433
AR	Rutting_Mod	Square Feet	Flexible	xx.x	1	12.2	Total area of moderate severity Rutting as defined by ASTM D6433
AS	Rutting_High	Square Feet	Flexible	xx.x	1	23.5	Total area of high severity Rutting as defined by ASTM D6433
AT	CornerBreak_Low		Rigid	xx	0	10	Count of low severity Corner Break as defined by ASTM D6433
AU	CornerBreak_Mod		Rigid	xx	0	6	Count of moderate severity Corner Break as defined by ASTM D6433
AV	CornerBreak_High		Rigid	xx	0	3	Count of high severity Corner Break as defined by ASTM D6433
AW	DividedSlab_Low		Rigid	xx	0	10	Count of low severity Divided Slab as defined by ASTM D6433
AX	DividedSlab_Mod		Rigid	xx	0	6	Count of moderate severity Divided Slab as defined by ASTM D6433
AY	DividedSlab_High		Rigid	xx	0	3	Count of high severity Divided Slab as defined by ASTM D6433
AZ	Faulting_Low		Rigid	xx	0	10	Count of low severity Faulting as defined by ASTM D6433
BA	Faulting_Mod		Rigid	xx	0	6	Count of moderate severity Faulting as defined by ASTM D6433
BB	Faulting_High		Rigid	xx	0	3	Count of high severity Faulting as defined by ASTM D6433
BC	Linear_Low		Rigid	xx	0	10	Count of low severity Linear Cracking as defined by ASTM D6433
BD	Linear_Mod		Rigid	xx	0	6	Count of moderate severity Linear Cracking as defined by ASTM D6433



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Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
BE	Linear_High		Rigid	xx	0	3	Count of high severity Linear Cracking as defined by ASTM D6433
BF	Patching_Large_UtilityCuts_Low		Rigid	xx	0	10	Count of low severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BG	Patching_Large_UtilityCuts_Mod		Rigid	xx	0	6	Count of moderate severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BH	Patching_Large_UtilityCuts_High		Rigid	xx	0	3	Count of high severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BI	Patching_Small_Low		Rigid	xx	0	10	Count of low severity Patching (Small) as defined by ASTM D6433
BJ	Patching_Small_Mod		Rigid	xx	0	6	Count of moderate severity Patching (Small) as defined by ASTM D6433
BK	Patching_Small_High		Rigid	xx	0	3	Count of high severity Patching (Small) as defined by ASTM D6433
BL	CornerSpalling_Low		Rigid	xx	0	6	Count of low severity Corner Spalling as defined by ASTM D6433
BM	CornerSpalling_Mod		Rigid	xx	0	3	Count of moderate severity Corner Spalling as defined by ASTM D6433
BN	CornerSpalling_High		Rigid	xx	0	10	Count of high severity Corner Spalling as defined by ASTM D6433
BO	SlabCount		Rigid	xx	0	5	Count of slabs within the segment, not affected by any Event Flags
BP	PCI			xx	0	85	Pavement Condition Index (PCI)
BQ	PSCM		Flexible	x.xxx	3	0.15	ASTM Pavement Surface Cracking Metric (Crack Length * Crack Width / Interval Area) as defined by ASTM E3303
BR	PSCI		Flexible	xx.x	1	97.5	ASTM Pavement Surface Cracking Index as defined by ASTM E3303
BS	PSCPRM		Flexible	x.xxx	3	0.234	Pavement Surface Cracking, Potholes and Repair Metric is a variation of the PSCM which also includes patches, potholes and sealed cracks
BT	PSCPRI		Flexible	xx.x	1	92.4	Pavement Surface Cracking, Potholes and Repair Index is a variation of the PSCI which also includes patches, potholes and sealed cracks
BU	Start_Coords_LAT_	Decimal Degrees		xx.xxxxxxx	8	27.88503861	Latitude at start of segment in decimal degrees (WGS84)


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Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
BV	Start_Coords__LON__	Decimal Degrees		xx.xxxxxxxxx	8	-82.4893195	Longitude at start of segment in decimal degrees (WGS84)
BW	End_Coords__LAT__	Decimal Degrees		xx.xxxxxxxxx	8	27.8841875	Latitude at end of segment in decimal degrees (WGS84)
BX	End_Coords__LON__	Decimal Degrees		xx.xxxxxxxxx	8	-82.489277	Longitude at end of segment in decimal degrees (WGS84)
BY	SurveyDate	Date		mm/dd/yyyy		12/21/2023	Date of data collection.

Appendix D ñ Terms & Conditions

1. **DEFINITIONS**
 - a. In these Terms and Conditions of Sale, "Consultant" means International Cybernetics Company, LP and IMS Infrastructure Management Services and, if related to service work within the country of Canada, International Cybernetics Canada, Inc.; and
 - b. Client" means the person, firm, organization, or corporation by whom the purchase order is given.
 - c. "Services" means data collection, processing, analysis, consulting, training, and similar activities performed by Consultant for the Client.
 2. **THE CONTRACT**
 - a. All purchase orders must be received in writing and are accepted subject to these Terms and Conditions of Sale. No terms or conditions put forward by Client and no representations, warranties, guarantees or other statements not contained in Consultant's quotation or acknowledgement of order nor otherwise expressly agreed in writing by Consultant shall be binding on Consultant.
 - b. The Contract shall become effective only upon the date of acceptance of Client's order. Such acceptance will be by a mutually executed contract (including the one attached hereto), task order, notice to proceed, and all necessary Client-provided deliverables to allow the Consultant to perform on contract, such as road network definition (GIS), analysis parameters, etc., or upon the date of fulfilment of all conditions stipulated in the Contract (the "Effective Date").
 - c. No alteration or variation to the Contract shall apply unless agreed in writing by both parties. However, Consultant reserves the right to effect minor modifications and/or improvements to the final deliverables of services before delivery provided that the performance of the Services is not adversely affected.
 - d. The Client, having taken full note of the characteristics of the services sold by Consultant, particularly on the basis of the indications provided in documentation, catalogues and, where applicable, during presentations given by Consultant, has satisfied itself as to the suitability of the Services for its own needs. Where it has not contacted Consultant for any additional details prior to the acceptance of the order, the Client acknowledges that it has been adequately informed.
 3. **VALIDITY OF QUOTATION AND PRICES**
 - a. Unless previously withdrawn, Consultant's quotation is open for acceptance within the period stated therein or, when no period is so stated, within sixty (60) days after its date.
 - b. Prices are firm for delivery within the period stated in Consultant's quotation and are exclusive of (i) Sales Tax and (ii) any similar and other taxes, duties, levies or other like charges arising outside the State of Florida in connection with the performance of the Contract.
 4. **PAYMENT**
 - a. Payment shall be made according to the Consultant's standard payment terms, unless defined otherwise in the Contract. The "Effective Date" shall in no case be earlier than the date on which the first payment is received by Consultant. Standard payment terms for Services are monthly progress payments based on services rendered during the month at the unit prices defined in the Contract. Invoices for Services will be dated on or before the last day of each month.
 - b. Payment shall be made: (i) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and (ii) in the currency of Consultant's order confirmation within thirty days of date of invoice unless otherwise specified by Consultant's finance department.
 - c. Without prejudice to Consultant's other rights, Consultant reserves the right to: (i) charge interest on any overdue sums at 1% per month during the period of delay; (ii) suspend performance of the Contract (including withholding shipment) in the event that Client fails or in Consultant's reasonable opinion it appears that Client is likely to fail to make payment when due under the Contract or any other contract; and (iii) at any time require such reasonable security for payment as Consultant may deem reasonable.
 5. **DELIVERY PERIOD**
 - a. Unless otherwise stated in Consultant's order confirmation, all periods stated for delivery or completion are measured from the Effective Date and are to be treated as estimates only, not involving any contractual obligations or liability.
 - b. Delivery of Services within the estimated timeframe depends upon the Consultant's existing project commitments, fleet schedule, resource availability, access to the roads to be collected, and good weather (dry roads, temperatures above freezing).
- Any delays due to these variables may affect the delivery/completion period but shall not affect the Contract Price.
- c. Assumes assets to be collected are in the public right-of-way and unobscured from the line-of-sight of the data collection vehicle's cameras (ex: no significant vegetation or overgrowth, damaged, or vehicle obstruction). On two-lane roads, the 360-degree camera will capture assets in the direction of travel, and the 360-degree camera will capture the assets in the opposite direction. Therefore, only one pass will be required on these streets. Streets with more than two lanes may require additional passes depending on the number of lanes or division of lanes by median island.
 - d. If Consultant is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Client or its agents (including but not limited to failure to provide specifications, working drawings, road network definition (GIS), analysis parameters, and/or such other information as Consultant reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly.
 - e. If delivery of Services is delayed due to any act or omission of Client, having been notified that Consultant is awaiting the completion of Client's obligations, Consultant shall be entitled to place the project on hold and cease further work on the project until such time that the obligations are met. Upon placing the project on hold, the Consultant shall be entitled to invoice Client for all work completed to date including for partially-completed data collection, processing, or analysis and for undelivered data.
 - f. To ensure timely project execution and success, both Client and Consultant understand that all questions and information requests related to this project from the Client to the Consultant are to be responded to within three (3) business days and the acceptance and/or feedback of any deliverables provided to Client from Consultant is to occur within ten (10) business days.
6. **FORCE MAJEURE**
 - a. Force Majeure of any kind, unforeseeable production, traffic or shipping disturbances, war, acts of terrorism, fire, floods, unforeseeable shortages of labor, utilities or raw materials and supplies, strikes, lockouts, pandemics, acts of government, restrictions on travel, and any other hindrances beyond the control of the party obliged to perform which diminish, delay or prevent production, shipment, acceptance or use of the Services or provided data, or make it an unreasonable proposition, shall relieve the party from its obligation to supply or take delivery, as the case may be, as long as and to the extent that the hindrance prevails.
 - b. If, as a result of the hindrance, planned in-person or on-site visits by Consultant staff for installation, implementation, training, or meetings are prevented or become impractical, Consultant shall be relieved from such contract requirements. Consultant shall also provide any implementation or training services, and attend meetings, virtually or online to the maximum extent possible to satisfy the intent of the contract.
 7. **WARRANTY**
 - a. Consultant warrants to Client that it will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. Consultant makes no other warranties or guarantees, expressed or implied, relating to the Services, and Consultant disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose.
 8. **NON-SOLICITATION**
 - a. During execution of this contract and for a period of two (2) years following the Delivery Date, the Client will not, directly or indirectly, whether through an owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, or through any other "person" (which, for purposes of this subsection, shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, any unincorporated organization, or a government or political subdivision thereof), hire or attempt to hire any active employee or contractor of the Consultant or any affiliate of the Consultant, assist in such hiring by any other person, or encourage any such employee to terminate his relationship with the Consultant or any affiliate of the Consultant.
 9. **LIMITATION OF LIABILITY**



- a. Supplier's maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions incurred under or in connection with a specific order or a particular blanket order issued, arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of intellectual property rights or otherwise, shall in no circumstances exceed a sum equal to the total price of the order in question.
10. STATUTORY AND OTHER REGULATIONS
- a. If Consultant's obligations under the Contract shall be increased or reduced by reason of the making or amendment after the date of Consultant's quotation of any law or any order, regulation or bylaw having the force of law that shall affect the performance of Consultant's obligations under the Contract, the Contract Price and delivery period shall be adjusted accordingly and/or performance of the Contract suspended or terminated, as appropriate.
11. COOPERATIVE STATEMENT
- a. This Agreement shall be for the use of the Town. In addition, political subdivisions (Counties, Cities, Towns, etc.), nonprofit organizations and public health institutions may in its discretion participate (piggyback) on this Agreement if CONSULTANT agrees to do so.
12. COMPLIANCE WITH LAWS
- a. Client agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, Canada, the European Union and the jurisdictions in which Consultant and Client are established or from which items may be supplied, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply to its receipt and use of services or software provided.
- b. Client agrees furthermore that it shall not engage in any activity that would expose the Consultant to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Client agrees to comply with all appropriate legal, ethical and compliance requirements.
13. DEFAULT, INSOLVENCY AND CANCELLATION
- a. Consultant shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Client, if (i) Client is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Consultant's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (ii) on the occurrence of an Insolvency Event in relation to Client. In the event of cancellation, Client shall be responsible for all payments to the Consultant for any deliveries completed and milestones met up to the date of termination.
- b. Client shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Consultant, if (i) Consultant is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Client's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (ii) on the occurrence of an Insolvency Event in relation to Consultant. In the event of cancellation, Client shall be responsible for all payments to the Consultant for any deliveries completed and milestones met up to the date of termination.
- c. Insolvency Event" in relation to Client means any of the following: (i) a meeting of creditors of Client being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Client; (ii) a chargeholder, receiver, administrative receiver or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Client; (iii) Client ceasing to carry on business or being unable to pay its debts; (iv) Client or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Client; or (vi) the happening in relation to Client of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Consultant shall be entitled to recover from Client or Client's representative all costs and damages incurred by Consultant as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).
14. DATA RETENTION
- a. This section defines the Consultant's data retention policy for Services projects. The data collected by the IrisPRO Pave takes up over 6 GB per mile (Raw) and 3 GB per mile (Processed). Data storage costs are significant for this volume of data. Therefore, Consultant has implemented a data retention policy to clarify its standard operating procedure.
- b. Definitions
- "Raw data" - Sensor data collected by the collection vehicle that is saved in proprietary formats and cannot be used directly. This includes .drive files, PGR files, and FIS files.
 - "Processed data" - Data that has been transformed into usable formats by the Connect software. This includes CSV, XLSX, SHP, GDB, and JPG files.
 - "Data Acceptance" - Client acceptance of delivered data and confirmation that deliverables meet the project requirements.
- c. Policy
- Consultant will provide a quotation for hosting of any collected data for any duration upon request.
 - Consultant will retain Raw data for 3 months beyond Data Acceptance, unless the client confirms in writing that Consultant should store the data longer and confirms that client will pay for the additional hosting costs. Beyond this time, Consultant may delete the Raw data without further notice. After the Raw data has been deleted, reprocessing of the sensor data will not be possible. For example, crack detection cannot be run with different settings, and new image views cannot be extracted from the Ladybug camera.
 - Consultant will retain Processed data for 15 months beyond Data Acceptance, unless the client confirms in writing that Consultant should store the data longer and confirms that client will pay for the additional hosting costs. This timeframe allows Consultant to perform year-to-year analysis and comparisons provided that the same roads are collected annually. Beyond this time, Consultant may delete the Processed data without further notice. After the Processed data has been deleted, year-to-year analysis and comparisons will be limited to data review only.
15. MISCELLANEOUS
- No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
 - If any clause, sub-clause or other provision of the Contract is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.
 - Client shall not be entitled to assign its rights or obligations hereunder without the prior written consent of Consultant.
 - Consultant enters into the Contract as principal. Client agrees to look only to Consultant for due performance of the Contract.
 - The Contract shall in all respects be construed in accordance with the laws of the local jurisdiction in which the services are provided and the Client is physically based. All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of the local jurisdiction/state as defined above.
 - The headings to the Clauses and paragraphs of the Contract are for guidance only and shall not affect the interpretation thereof.
 - All notices and claims in connection with the Contract must be delivered in writing.
 - Unless mentioned to the contrary in writing, the Client authorizes Consultant to cite its name in its business references, websites, and social media.



City of Exeter Agenda Item Transmittal

Meeting Date: June 10, 2025

Agenda Item Number: J.4.

Wording for Agenda: Consider authorizing arrangement of a contract with Avila General Engineering to grade the parking lot located on the southwest corner of F St. and E Palm St, transport out excess soil, transport and place in asphalt grindings; and approve necessary funds.

Submitting Department: Public Works
Contact Name: Zachary Boudreaux
Phone Number: (559)610-6768
Email: zboudreaux@exetercityhall.com

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

Review:

**City Administrator
(Initials Required)**



Department Recommendation:

Staff recommend that the City Council authorize staff to arrange and execute a contract with Avila General Engineering to grade the parking lot located on the southwest corner of F St. and E Palm St, transport out excess soil, transport place and roll in asphalt grindings for the amount of \$17,711.81 along with a 10% contingency rounded up for a total of \$20,000 and approve the funding for the project.

Summary:

There has been an interest in improving the conditions of the lot at the southwest corner of F Street and Palm Street to be able to be utilized for parking. Staff explored economical options to improve the conditions of the lot to be utilized for parking. It was determined that this could be achieved by grading the lot, applying and compacting asphalt grinding, and applying cape seal coating to the lot. Three quotes were requested to grade the lot, remove and transport excess soil, transport, place and compact asphalt grindings to prepare a surface that can be utilized as a parking lot. Three responses were received (attached). Avila General Engineering provided a cost of \$17,711.81, Vollmer Excavation quoted \$21,326.00. Both Avila General Engineering and Vollmer Excavation included the entire scope of work in their proposal. Greg Bartlett Construction provided a quote of \$13,500.00, which is significantly lower than the other two competitors. However, after review, it was determined that Greg Bartlett Construction did not include off haul of soil materials in their proposal. Pavement Coatings has offered to apply a cape seal coating on the compacted grindings in exchange for the City allowing them to utilize the lot as a staging area for projects currently being completed in the city.

Background:

The existing lot at the southwest corner of F Street and Palm Street is uneven and does not provide a safe or satisfactory parking lot for public use. Grading the parking lot and placing

asphalt grindings will provide a stable surface that will provide a surface to be utilized for parking.

The week of June 2nd, Pavement Coatings began conducting cape seal projects in multiple areas of the city and is using the lot at the southwest corner of F Street and Palm Street as a staging area. Per the request of Norm Goldstrom, Pavement Coatings is willing to spray cape seal product on the parking lot at the completion of the cape seal projects, however, it must be ready for cape seal prior to de-mobilizing. The coating will further stabilize the proposed placement of compacted asphalt grindings to provide additional longevity to the proposed project.

Fiscal Impact:

Proposed cost: **\$20,000.00** (Including 10% contingency and rounded up)

The City Public Works Department has \$144,000 in cost savings this fiscal year due to the Public Works Director being vacant until April. Staff can reduce the Public Works General Fund salary budget allocation and allocate to a General Fund Capital Account to fund the costs associated with this project so it can be capitalized. No new appropriation would be required.

Attachments:

- Quotes from contractors

<p>Recommended motion to be made by Council/Board: I move to authorize staff to arrange and execute a contract with Avila General Engineering to grade the parking lot located at the southwest corner of F Street and Palm Street to transport out excess soil, transport and place in asphalt grindings for the amount of \$17,711.81 along with a 10% contingency rounded up for a total of \$20,000.00 and transfer \$20,000.00 from the Public Works Operating Budget to a General Fund Capital Account to fund the project.</p>
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Avila General Engineering Co., LLC

39091 #A Millwood Dr.
Woodlake, CA 93286



Estimate

ADDRESS
City of Exeter

ESTIMATE 1040
DATE 05/30/2025

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Lot Grading corner of N. F st and Palm st.			
	Equipment	1	17,036.8	17,036.81
	Cut excess fill, load, and haul to city yard on Firebaugh st. Grade lot for drainage.		1	
	Haul asphalt grindings from city yard to the lot, grade out and compact.			
	Hauling	4.50	150.00	675.00
	Equipment mobilization in/out			

Thank you for your business.

TOTAL \$17,711.81

Accepted By

Accepted Date

Payment is due within 30 days. Please be aware that we will charge 1.5% interest per month on late invoices. Non-payment will be subject to mechanics lien.



Vollmer Excavation, Inc.
19760 Road 222
Strathmore, CA 93267

Proposal

Date	Estimate #
6/5/2025	5088

Name / Address
CITY OF EXETER ATTN: ALEX PO BOX 237 EXETER, CA 93221

Ship To
FT PALM STREET EXETER

Description	Qty	P.O. No.	Terms
		Cost	Total
GRADE LOT AND PREP SUBGRADE FOR 3" OF ROAD GRINDINGS. IMPORT MATERIAL AND COMPACT ALL MATERIAL PLACED. 19,600 SQFT AREA. HAUL ALL EXCESS DIRT OFF. PREP AREA FOR ROAD OIL. SPRAY SC800 OIL ON 19,600 SQFT AREA. SAND OIL BEING SPRAYED. \$14,932 **NOTE** BASED ON NON PREVAILING WAGE		21,326.00	21,326.00

NOTE: THIS PROPOSAL MAYBE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. PLEASE SIGN FOR ACCEPTANCE.

Subtotal	\$21,326.00
Sales Tax (7.75%)	\$0.00
Total	\$21,326.00

Phone #	Fax #
559-568-0178	559-568-2467

Web Site
vollmerexcavation.com



Greg Bartlett Construction, INC.
23447 Ave 104
Terra Bella, CA 93270

PROPOSAL & ACCEPTANCE

Date: 6/4/2025

Proposal #: 1273

Terms: Net 30

City of Exeter
Zach Boudreaux
350 W Firebaugh
Exeter, CA 93221

Project			
Palm and F Parking Lot			
Description	Qty	Rate	Total
Mobilization of Manpower and Equipment	1	800.00	800.00
Grade existing dirt/base parking lot to accept 2.5" of AC grindings. No offhaul of materials included. Water and roll and proof roll with loaded water truck.	1	5,600.00	5,600.00
Import 12 truckloads of AC grindings for the city yard to the parking lot (City to load grindings) (10 hrs of trucking @ 150/HR)	1	1,500.00	1,500.00
Place and grade 12 loads of AC grindings 2.5" thick and compact with smooth drum roller.	1	5,600.00	5,600.00
Cost for additional loads of AC grindings per approx 25 ton load delivered \$750.00			
YOUR PROJECT IS OUR PASSION			Total \$13,500.00

Any rock that cannot be removed by contractor's equipment will be removed at owner's expense. Contractor will not be held responsible for any soil which, by its nature cannot be compacted. It is understood and agreed that Greg Bartlett Construction, INC. Shall not be held liable for any loss, damages, or delays occasioned by fire, strikes, or material stolen after delivery on site, lockout, acts of god, or public enemy, accidents, boycotts, material shortages, disturbed labor conditions, delayed delivery of materials from seller's suppliers, fore majeure, inclement weather, floods, freight embargoes, causes incident to national emergencies, war, or other causes beyond the reasonable control of seller, whether like or different character, or other causes beyond his control.

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written request and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents, or delay beyond our control. Owner to carry all necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Payment is due in full within ten days of completion of project, or per project specifications. A finance charge of 1.5% Monthly/ 18% Annually will be charged on accounts over 30 days past due. In the event a suit is brought to enforce collection, the customer shall be liable for reasonable attorney's fees and costs of suit.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer's Signature _____

Date _____

Phone # (559) 781-4257

Fax # (559) 781-6849

Brian@bccomps.com

DIR PW-LR-1001196086

GEN ENG 808318