EXETER CITY COUNCIL
REGULAR MEETING AGENDA

August 12, 2025, 6:00 PM
City Hall, 137 North F Street
Exeter, California 93221

Mayor
Jacob Johnson
Mayor Pro Tem
Jeff Wilson
Council Members
Vicki Riddle
Frankie Alves
Bobby Lentz

Notice is hereby given that the Exeter City Council will hold a Regular Meeting on Tuesday, July 22, 2025, at 6:00 p.m. in person at Exeter City Hall located at 137 N. F St. in Exeter California, 93221.

Staff Reports related to items on the agenda are available on the City's website at https://cityofexeter.ca.gov/ and available for viewing at City Hall.

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. 54956.9(d)(3) Conference with Legal Counsel
   Re: Significant Exposure to Litigation - 1 Case: Facts Not Known to Potential Plaintiffs

2. 54956.9(d)(3) Conference with Legal Counsel
   Re: Significant Exposure to Litigation - 1 Case: Invoice No. REB65076085 from Robert Half

3. 54956.9(d)(4) Conference with Legal Counsel
   Re: Potential Initiation of Litigation - 5 Cases

7:00 p.m.

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 Officer Green Grove (p. 5)
   Presented by Francesca Quintana, City Clerk

2. Employee of the Quarter Recognition of Dan Espinola (p. 6 – 7)
   Presented by Jason Ridenour, City Administrator

3. Tulare County Economic Development Presentation (pp. 8 – 29)
   Presented by Airica de Olivera, TCEDC

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 July 12, 2025 Regular Meeting Minutes (pp. 30 – 35)
2. Approval of the Payment of Bills for July 25, 2025 (pp. 36 – 41)
3. Approval of Payroll in the Amount of $89,994.28 for the Period of June 30, 2025, through July 13, 2025, with a Check Date of July 18, 2025 (pp. 42 – 49)
4. Approval of Payroll in the Amount of $99,679.12 for the Period of July 14, 2025, through July 27, 2025, with a Check Date of August 01, 2025 (pp. 50 – 57)

5. Approval of Street Closures, Facility Use, Amplified Sound Permit, and Fee Waiver for the Annual Fall Festival Activities on October 7-11, 2025 (pp. 58 - 77)
6. Approval of Street Closures, Facility Use, Amplified Sound Permit, and Fee Waiver for the CACHE fundraiser on October 25, 2025 (pp. 78 – 87)
7. Adoption of **Resolution No. 2025-32**, A Resolution of the City Council of the City of Exeter Approving Amendment to Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority (pp. 88 – 129)
8. Affirming of the Goals and Objectives Established by the City Council at the City Council Special Meeting on June 24, 2025 (pp. 130 – 131)
9. Adoption of **Resolution No. 2025-35**, A Resolution of the City Council of the City of Exeter, to Direct the City Administrator to Sign an Amendment to the Supplement to the Measure R Program Cooperative Agreement (pp. 132 – 139)
10. Authorizing the Award for the Total Cost to Install the Downtown Streetlight Project from the Contractor GBI Electric of Palmdale, CA for $76,770.00, Establish a Contingency of $7,677.00, and Allocate $7,677.00 for Project Management and Inspection Services by City staff (pp. 140 – 144)
11. Approval for the City Administrator to Enter into a five-year Lease Agreement with Axon Enterprise, Inc. for the Procurement of (15) Officer Safety Plan Bundles, Including Body-Worn Cameras, TASER 10 Conducted Energy Weapons, and Associated Software, Training, and Support Services (pp. 145 – 161)

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. Second Reading by Title Only and Adoption of **Ordinance No. 716**, An Ordinance of the City of Exeter Enacting Zoning Ordinance Amendment 2025-01, as Requested by San Joaquin Homes, for Properties Generally Located at the Northeast Corner of Vine Street and the Northerly Extension of Elberta Avenue in Exeter (pp. 162 – 170)
   Presented by Tom Navarro, Contract Senior City Planner

2. Consideration of Appointments to the Exeter Planning Commission for Four Expired Terms (pp. 171 – 185)
   Presented by Francesca Quintana, City Clerk/Human Resources Manager

3. Consider Adoption of **Resolution 2025-33**, A Resolution of the City Council of the City of Exeter, Rescinding Resolution 2021-25 and Setting the City of Exeter City Parks and Recreation Areas Hours of Operation to be between the hours of 6:00 A.M. and 10:00 P.M. and Closed from the hours of 10:00 P.M. and 6:00 A.M. (pp. 186 – 210)
   Presented by Jason Ridenour, City Administrator

4. Consider Approval of **Resolution No. 2025-34**, A Resolution of the City Council of the City of Exeter Approving Amendments to the Exeter City Council Handbook of Rules and Procedures to Update the Process for Placing Items on the City Council Agenda (pp. 211 – 269)
   Presented by Jason Ridenour, City Administrator

5. Consider Authorizing a 30-day notice of termination for Clean Cut Landscape Management Inc. pursuant to the City of Exeter's Landscape Maintenance Services Contract and RFB23-009 and Authorize Staff to Initiate a Formal Bidding Process for City of Exeter Park Maintenance Services and Execute a Month-to-Month Agreement with CSET for Interim Maintenance (pp. 270 – 327)
   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 August 08, 2025 and online on the City of Exeter website.

_____
Francesca Quintana, City Clerk

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 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, Brayden Green Grove, 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.

_____

Brayden Green Grove, Police Officer

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

Subscribed and sworn before me this 12th of August 2025.

_____

Francesca Quintana, City Clerk

Office of the Mayor

Address: PO Box 237, Exeter, CA 93221
Phone: (559)592-9244

City of Exeter Employee of the Quarter
Operations Manager Daniel Espinola

The City of Exeter is proud to recognize **Dan Espinola** as **Employee of the Quarter** for his outstanding dedication, ingenuity, and commitment to public service.

Dan began his career with the City of Exeter on May 16, 2003, as a Mechanic II and was promoted to Operations Manager on October 4, 2013.

Over the years, Dan has proven himself to be a vital member of the Public Works Department, not only for his technical knowledge but also for his unmatched work ethic and hands-on approach to problem-solving.

While his role requires him to complete time-consuming and often tedious state-mandated reports for agencies such as the Air Quality Management District, Department of Toxic Substances Control, Department of Transportation, and Hazardous Waste Management, Dan's passion lies in being out in the field. He dedicates much of his time to working on projects firsthand, ensuring the City's infrastructure is maintained to the highest standards.

Dan has played a key role in keeping pumps and motors for critical equipment running smoothly. His creative resourcefulness has not gone unnoticed—Mid Valley Disposal once honored him as "Recycler of the Year", a testament to his ability to repurpose old parts and seemingly unusable into functional repairs.

Recently, Dan has gone above and beyond by dedicating countless additional hours to the Police Department and Administrative Building Remodel Project, all while continuing to manage daily operations for the entire Public Works Department. His deep institutional knowledge and familiarity with the City's infrastructure make him an invaluable asset and a true pillar of the department.

We thank Dan for his years of exceptional service, leadership, and continued commitment to the City of Exeter. Congratulations on being selected as our Employee of the Quarter—an honor well earned!

EMPLOYEE OF THE QUARTER

This certificate is proudly presented to :

Daniel Espinola

Operations Manager

In recognition of being selected as the Employee of the Quarter for exceptional dedication, ingenuity, and commitment to public service. Dan's outstanding work ethic, technical expertise, and hands-on approach have made him an invaluable member of the Public Works Department. His creativity, leadership, and commitment to excellence embody the values of the City of Exeter. Awarded this 12th day of August in recognition of his exceptional contributions.

MAYOR JOHNSON

MAYOR PRO TEM WILSON

COUNCIL MEMBER RIDDLE

COUNCIL MEMBER LENTZ

COUNCIL MEMBER ALVES

TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION

A Different California

Tulare County EDC Year-end Overview, 24-25 Prelim-plan for 25-26

Airica de Oliveira
President & CEO

ABOUT US

- Non-Profit 501(c)4, with 501(c)3 Foundation arm
- Led by a 22 Board of Directors; of public and private stakeholders
- Our Vision: To be the premier location in California to live, work, learn, and play.

OUR GOALS

- Maximize opportunities for economic growth and job creation
- Create a globally competitive environment for businesses
- Maintain a high performance, nationally acclaimed economic development organization

Key Activities

01 Recruitment

02 Site Selection

03 Practitioners





EMPLOYER & INDUSTRY RECRUITMENT

- **LEADS by source**
  - Referral
  - Direct (website, phone, email)
  - Contracted Vendor
  - GOBiz (Governor’s Office of Business & ED)
  - CCVEDC (CA Central Valley EDC)
  - Broker/Site Selector

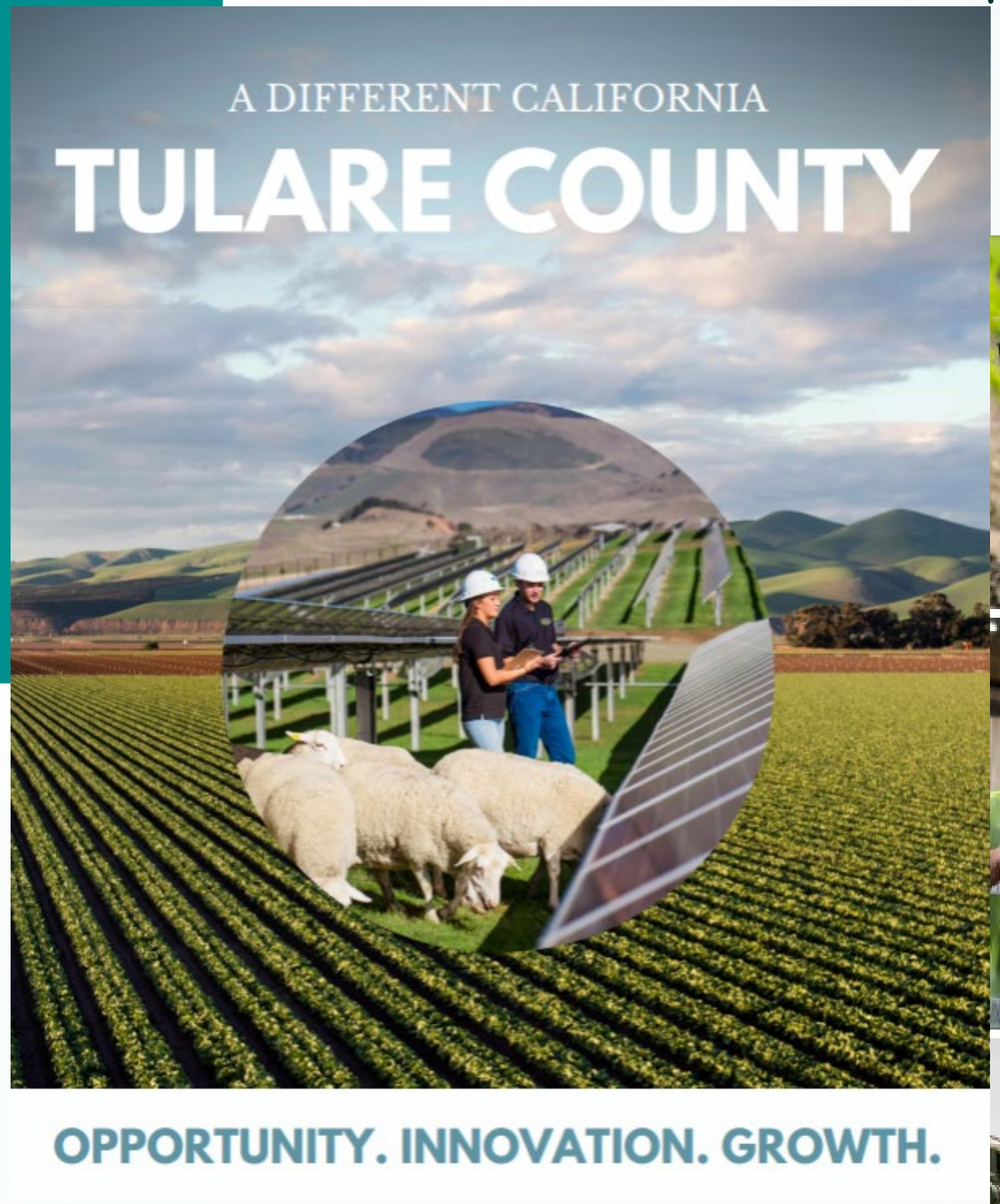


MARKETING CAMPAIGN

May 2025 metrics

- 39,899 emails sent
- 5,346 emails opened
- 13.7% open rate
- 733 click leads to website/information
- 76% clicks to open percentage

MARKETING CAMPAIGN










TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION

CALIFORNIA'S MOST INNOVATIVE LOCATION

A Thriving Hub of Youthful and Growing Workforce Power

Escape the familiar and explore a California that blends breathtaking landscapes with boundless opportunity. Nestled in the heart of the Central Valley, Tulare County offers a unique combination of thriving agriculture, vibrant communities, and a forward-thinking business climate.

With its prime Central California location and direct access to major highways, rail, and ports, Tulare County offers unmatched logistical advantages, making it an ideal hub for efficient distribution and rapid market access.

If you need to expand or build in California, Tulare County is that place for you. Including easy and fast permitting process. Each community stands ready to assist decision-makers who seek to establish or expand businesses in our area. A growing number of manufacturers looking to access California and West Coast markets, have identified Tulare County as a strategic location,

because of its available workforce and ability to ship products to consumers overnight.

TULARE COUNTY FACTS:

- Tulare County spans 4,839 square miles
- Ranks amongst the top ag-producer with over $8 billion annually
- Excellent access to major highways, rail, and major ports
- Over 200,000 workers for a young, diverse population
- 23 million square feet in industrial space

Tulare County's workforce is known for their strong skills in manufacturing, agriculture, logistics, and healthcare. With a young and growing population, the county offers a reliable and adaptable labor pool ideal for businesses seeking both entry-level and skilled workers.

www.tularecountyedc.com

Global Trade Magazine

Over 100k subscribers monthly!

MARKETING CAMPAIGN

Workforce Demographics

Tulare County, situated in California's Central Valley, has a vibrant and diverse workforce that drives its economy. The workforce is central to the county's healthcare, agricultural, education, and manufacturing sectors. Understanding this workforce's composition, educational attainment, and employment trends is key to addressing challenges and leveraging opportunities for economic growth.

Labor

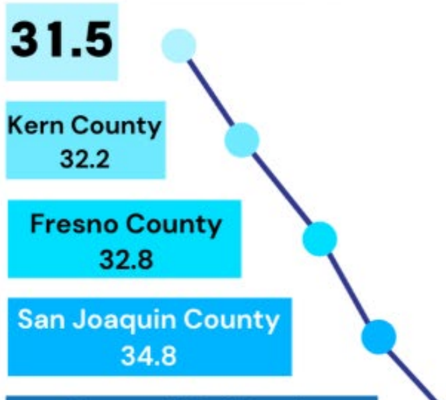
246,500
Tulare County
Labor Force

194,200 Employed

22,300 Unemployed

Population: Diversity in numbers

Tulare County is home to a vibrant and youthful workforce, with a median age of just 31.5 years. This dynamic, adaptable workforce fuels competitiveness and productivity across diverse industries. Our commitment is to build an innovative, inclusive economy that fosters growth and opportunity for all.



Tulare County Workforce.

One of our greatest assets.

Workforce Development



Tulare County is home to three community colleges with satellite campuses and two universities from the CSU system, within 1 hour from the county seat. Three private universities with satellite or online programs. 12 CSU campuses and 3 UC campuses within 210 miles.

Our workforce development partners work in tandem with companies and local community colleges to design and produce specialized trainings specific to any companies standards. They also provide no-cost hiring assistance and help maximize access to federal and state tax credits, as well as local and state training funds.

Source: PPIC.org I California's Higher Education system

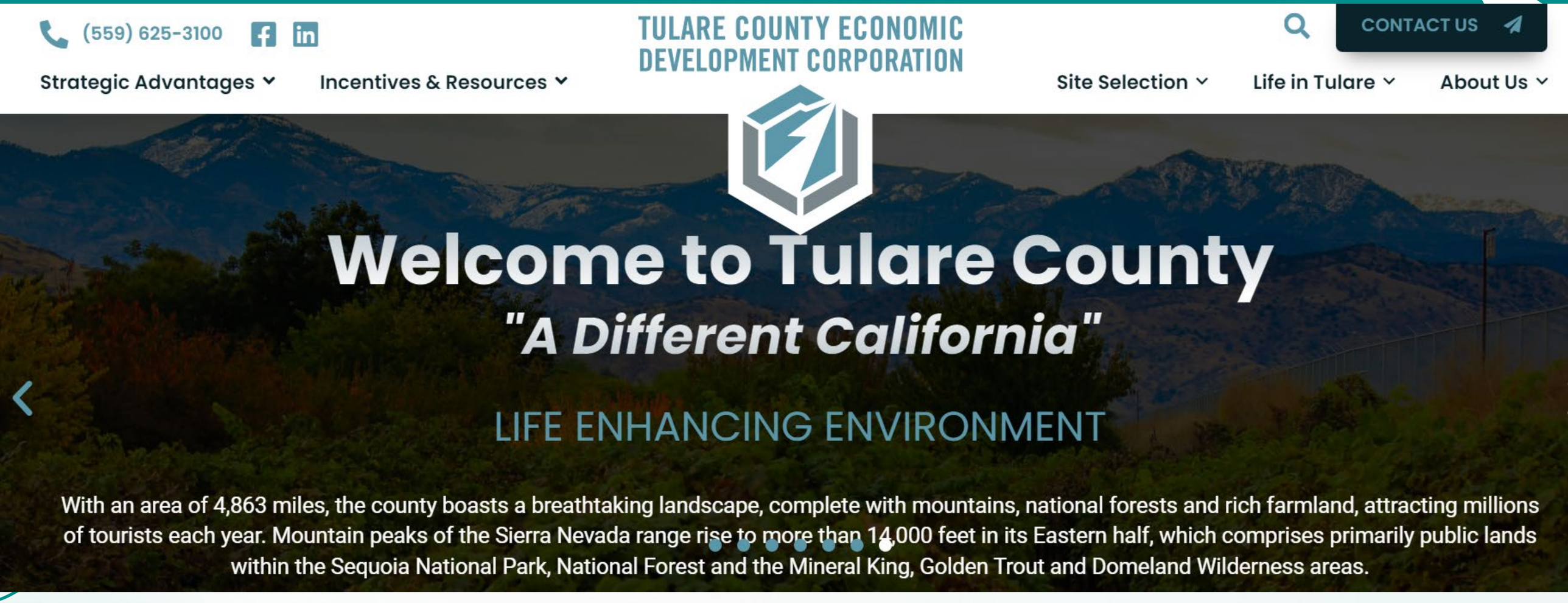
Advanced Career Institute

ETP
Employment Training Panel

COS
COLLEGE OF THE SEQUOIAS

Dinuba Adult School
Educating Minds & Enriching Lives

TELLING THE TULARE COUNTY STORY



TELLING THE TULARE COUNTY STORY

(559) 625-3100

TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION

CONTACT US

Strategic Advantages | Incentives & Resources | Site Selection | Life in Tulare | About Us

Featured Properties



216 E Pine St, Exeter, CA 93221

Lot Size: **0.05 Acres**

Building Size: **4500 SF**

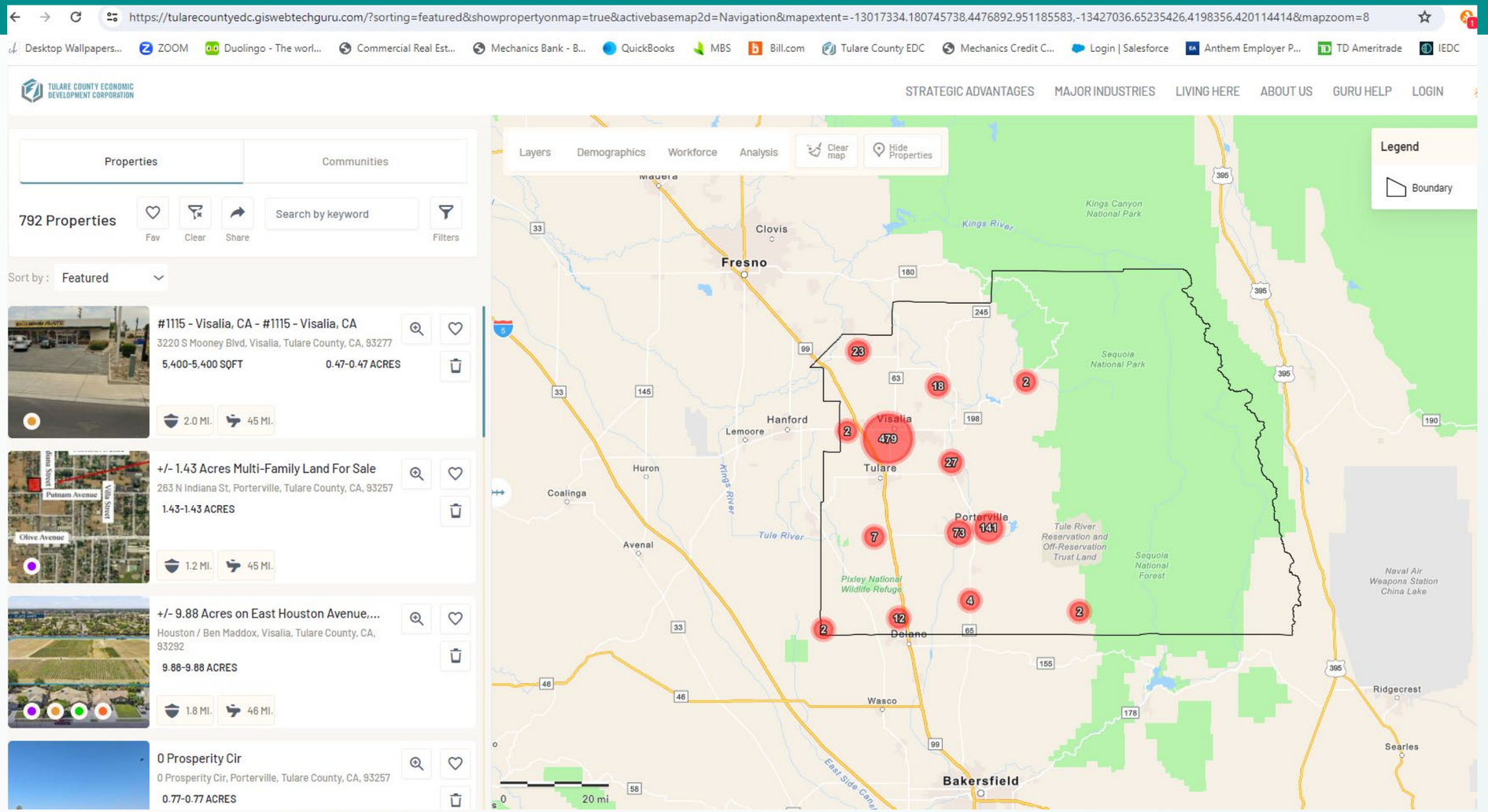
Type: **Lease**

Price: **1.25 - 1.50 SF/MONTH**

Download Brochure

SITE SELECTION

- Real Estate & Demographic Database:
  - GIS Webtech,
  - 3D Spec Building Technology,
  - ESRI-based Demographics,
  - Zoning and Utility layers
  - **NEW! Industry Clusters**



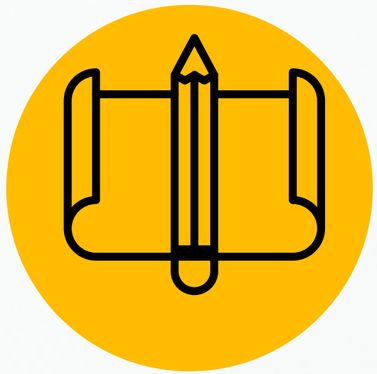
PRACTITIONERS



STATE OF CA

Governor's Office of Business & Economic Development

- New Business Leads & Facilitation
- CA Jobs First (S2J2)



FEDERAL GOVT.

Federal Economic Development Administration (EDA)

- Tulare County 5 - year CEDS Report (Submitted on June 30, 2024)

S2J2 UPDATE



Governor’s Office Announces new RFP in the Clean Energy Sector

ANNOUCEMENT

The CA Jobs First Council, in collaboration with the Governor’s Office of Business & Economic Development and the Labor & Workforce Development Agency provided a Request for Proposal (RFP) for the California Regional Investment Initiative (RII).

Purpose: The RFP seeks proposals for implementing projects that support economic development and workforce initiatives under the **California Jobs First** framework. Up to $125 million in General State Funds are available through this RFP, with two review and award periods.

Objectives: To drive regional economic growth, support job creation, and enhance workforce development across California.

Eligibility: Organizations or entities capable of executing projects aligned with the state’s economic and workforce goals.

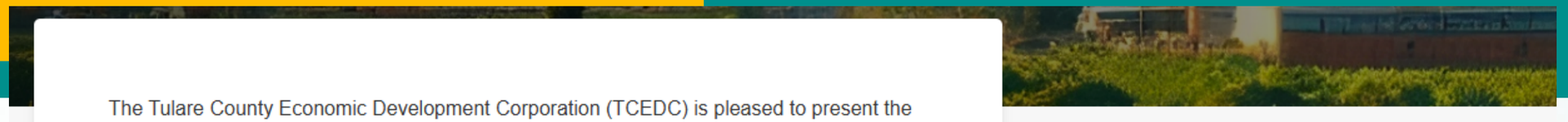
Funding & Implementation: The RFP outlines the available funding, project requirements, and the expected impact of selected initiatives.

- **Key Deadlines:** Specific submission deadlines, review periods, and implementation timelines are detailed within the document.
  - **Round 1**
    - Pre-Application Due: April 23, 2025
    - Full Application Due: May 28, 2025
  - **Round 2**
    - Notice of Intent Due: March 20, 2026
    - Pre-Application Due: April 17, 2026
    - Full Application Due: May 22, 2025

All applications should be submitted via email to regionalinvestment@gobiz.ca.gov by 5:00 PM PST on or before the due dates listed above.

For assistance with the application process, please send an email to regionalinvestment@gobiz.ca.gov and copy our grant team

24 -29 CEDS UPDATE



The Tulare County Economic Development Corporation (TCEDC) is pleased to present the Comprehensive Economic Development Strategy (CEDS) for 2024. This strategic plan outlines our roadmap for fostering economic growth, enhancing workforce development, and promoting sustainable development within Tulare County.

Overview

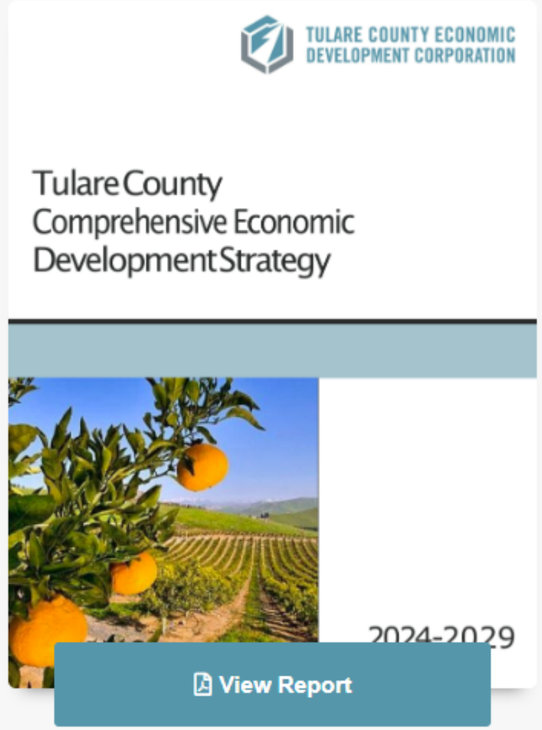
The CEDS 2024 is a collaborative effort aimed at setting a clear vision for Tulare County's economic future. It serves as a blueprint for business expansion, infrastructure investment, and community development, ensuring that our county remains competitive and resilient in the evolving economic landscape.

Key Objectives

- **Economic Growth**: Implement strategies to attract new businesses and support the expansion of existing ones, thereby creating job opportunities and stimulating the local economy.
- **Workforce Development**: Enhance job training and educational programs to align with the needs of businesses, ensuring a skilled and adaptable workforce.
- **Sustainability**: Promote environmentally sustainable practices and support the growth of green industries within the county.
- **Resilience**: Develop plans to strengthen the county's ability to withstand and recover from economic disruptions.

Community Engagement

The development of the CEDS involved extensive engagement with community stakeholders, including local businesses, educational institutions, and residents. This inclusive approach ensures that the strategy reflects the diverse needs and aspirations of



TOP INDUSTRIES (YTD)

1. MANUFACTURING
2. DISTRIBUTION/ WAREHOUSE
3. RECYCLING

24-25 YTD

	Projects	Data Assists	EDC Exclusive	Site Selector Missions	Legislative Meetings
24-25 YTD	39	23	67%	152	12
23-24 FY	49	25	80%	27	6

TOTAL PROJECT LEADS

39 TOTAL PROJECTS
21 RFI'S DISTRIBUTED
17 PROPOSALS PREPARED
129 SITES SUBMITTED
2 SITE TOURS
12 SHORTLIST PROJECTS
26 INCENTIVE PACKETS SENT
23 ASSISTS

EXETER LEADS

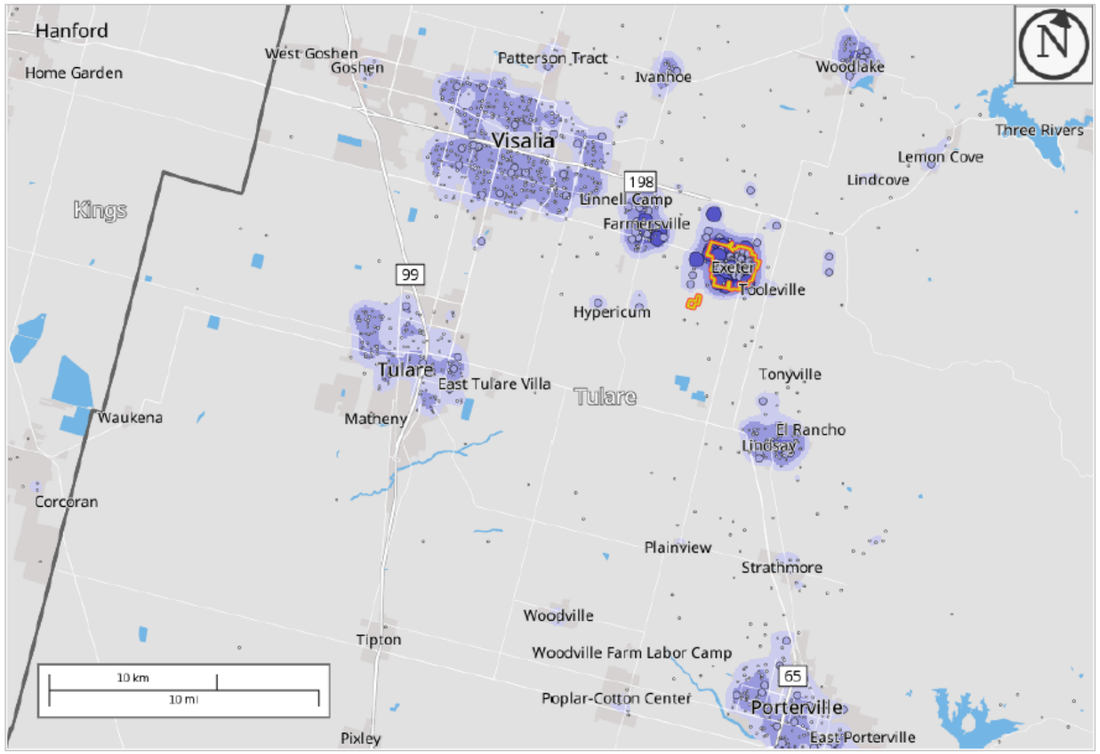
1 SITE PROPOSAL
ON APPLICABLE PROJECTS

733 LEADS TO WEBSITE

EMPLOYMENT BENEFITS

Counts and Density of Home Locations for All Jobs in Work Selection Area in 2022

All Workers



Map Legend

Job Density [Jobs/Sq. Mile]
- 5 - 13
- 14 - 40
- 41 - 84
- 85 - 146
- 147 - 226

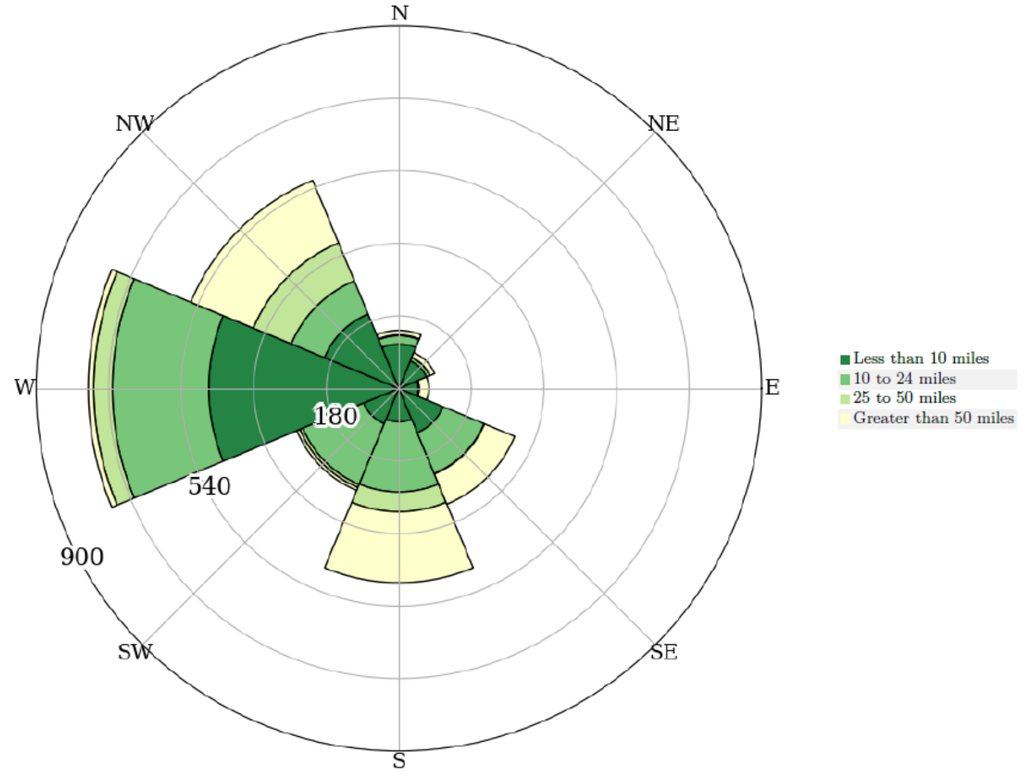
Job Count [Jobs/Census Block]
- 1 - 2
- 3 - 5
- 6 - 12

Selection Areas
- Work Area



Distance	Count	Share
Total All Jobs	2,711	100.0%
Less than 10 miles	1,202	44.3%
10 to 24 miles	806	29.7%
25 to 50 miles	209	7.7%
Greater than 50 miles	494	18.2%

Distance and Direction from Work Census Block to Home Census Block, Employed in Selection Area



24 -25 HIGHLIGHTS

- Received two grants: $25,000 Grant from Bank of the Sierra, $5k ARPA Grant
- Completed a new 5 -year CEDS, annual update
- Updated 2025 Project Proposal (See attached)
- Website Additions:
  - 1st draft of Industry Cluster (Food Processing) to GURU
  - 24-29 CEDS Report



- Over 40,000 Marketing Impressions & Global Trade Magazine Highlight
- Projected to end the FY on a positive financial note
- CA Jobs First Key Stakeholders/Representatives for Tulare/Kings
- Welcomed two new Board Members: *Bank of America, Gallagher Insurance*
- Welcomed new Private Partners!
- Hosted another successful Economic Summit!

25 -26 STRATEGIC GOALS

- Pursue additional grant opportunities
- Increase Private Partners' investments
- Increase marketing Impressions & Engagement
- Recruit new board members, filling industry gaps
- Maintain relationships with GoBiz, EDA
- Enhance GURU platform with industry clusters/ Collaborating with SJVMA and Central Valley Comm. Foundation

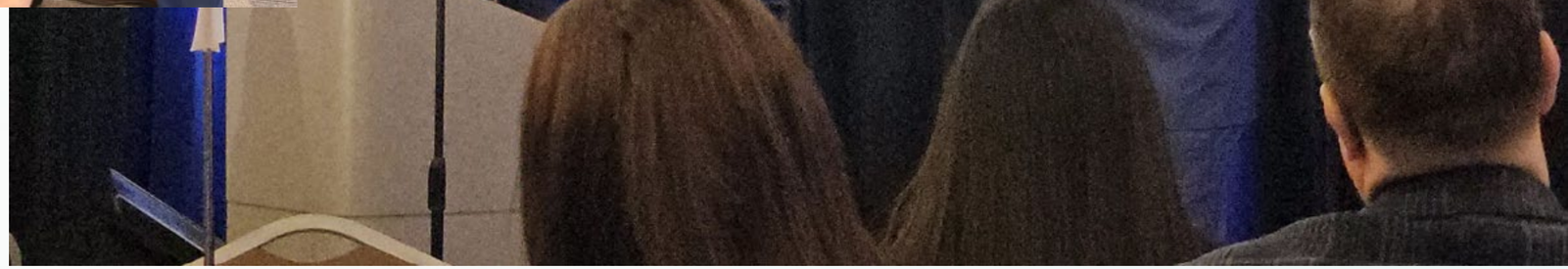
(Tentative plan pending board approval)

PRIVATE PARTNERS

4Creeks, Inc.
7Points
Adventist Health
AltSys Solar
AMR Plastics
Bank of the Sierra
Colliers Commercial
College of the Sequoias
Eagle Mountain Casino/ Tule River Tribe
Educational Employees Credit Union
Kaweah Health
Newmark Pearson
Pacific Gas & Electric
Proteus
Race Communications
Seals Construction
Setton Farms
Staffords Chocolates
Southern California Electric
Southern California Gas
True North Physicians Agency
Tulare Chamber of Commerce
Valley Children's Hospital
Valley Strong Credit Union
Ventura Coastal

2025 ECONOMIC SUMMIT





CONTACT US

TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION

559.625.3100

airica@tularecountyedc.com

shawna@tularecountyedc.com

www.tularecountyedc.com

EXETER CITY COUNCIL
REGULAR MEETING AGENDA
ACTION MINUTES

July 22, 2025, 7:00 PM
City Hall, 137 North F Street
Exeter, California 93221

Mayor
Jacob Johnson
Mayor Pro Tem
Jeff Wilson
Council Members
Vicki Riddle
Frankie Alves
Bobby Lentz

Notice is hereby given that the Exeter City Council will hold a Regular Meeting on Tuesday, July 22, 2025, at 7:00 p.m. in person at Exeter City Hall located at 137 N. F St. in Exeter California, 93221.

Staff Reports related to items on the agenda are available on the City's website at https://cityofexeter.ca.gov/ and available for viewing at City Hall.

7:00 p.m.

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

Mayor called the meeting to order at 7:00 p.m.

B. INVOCATION

Presented by Mayor Johnson

C. PLEDGE OF ALLEGIANCE

Led by Mayor Johnson.

D. PUBLIC COMMENTS

Public comment from PK Whitmire. Whitmire shared that she wont be in town when the Council makes appointments to the Planning Commission, but expressed her interest. She also applied for an at-large position with the County to continue to assist the City.

E. SPECIAL PRESENTATIONS

1. Presentation from Caltrans (p.)
   Presented by John Liu, Caltrans

F. 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 June 24, 2025 regular meeting minutes (pp.)
2. Approval of June 24, 2025 special meeting minutes (pp.)
3. Approval of the Payment of Bills for June 27, 2025 (pp.)
4. Approval of the Payment of Bills for July 11, 2025 (pp.)
5. Approval of Payroll in the Amount of $78,666.09 for the Period of June 16, 2025, through June 29, 2025, with a Check Date of July 04, 2025 (pp.)
6. Receipt and Certification of the City Treasurer's Report – June 2025 (pp.)
7. Consider approval of Street Closure Request and Fee Waiver for the 2025 Exeter Union High School Homecoming Parade on October 3, 2025. (pp.)
8. Affirm Emergency Repairs and Authorize Payment to Monarch Ford for Fire Patrol 11 in the amount of $11,454.31. (pp.)
9. Ratification of Execution of the Revised Amendment and Extension of the MOU with the Tulare-Kings County Regional Hazardous Materials Team (pp.)
10. Ratification of Execution of Memorandum of Understanding (MOU) Between the City of Exeter and the County of Tulare for Interim Police Chief Services (pp.)
11. Approval of Agreement Between the City of Exeter and the County of Tulare Sheriff's Office for the Sheriff's Work Alternative Program (SWAP) (pp.)
12. Adoption of **Resolution 2025-26**, A Resolution of the City Council of the City of Exeter, authorizing the City Administrator to File a Regional Surface Transportation Program (RSTP) Exchange Fund Claim Form For Fiscal Year 2024-2025 (pp.)

Approval of Consent Calendar							
1st	2nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
ALVES	WILSON	(5-0)	AYE	AYE	AYE	AYE	AYE

G. INDIVIDUAL BUSINESS ITEMS

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

1. Consider Adoption of either **Resolution 2025-27**, a Resolution of the City Council of the City of Exeter, approving Engineer's Reports and confirming the diagrams and assessments therein for the City of Exeter Landscape and Lighting Maintenance Assessment Districts 91-01A; 91-01B; 97-01; 98-01; 08-01; 06-01; 05-01; 05-02; 04-02; 04-03; 01-02; and 23-01, including amending Landscape and Lighting District Nos. 91-01A; 97-01; 98-01; 04-02; 05-01; 05-02; 06-01; and 08-01 in support of proposed annual benefit assessment (ABA) **increases** for fiscal year 2025-2026, with attached 2025/26 Landscape and Lighting Assessment Districts Engineer's Reports ***or*** **Resolution 2025-28**, a Resolution of the City Council of the City of Exeter, approving Engineer's Reports and

confirming the diagrams and assessments therein for the City of Exeter Landscape and Lighting Maintenance Assessment Districts 91-01A; 91-01B; 97-01; 98-01; 08-01; 06-01; 05-01; 05-02; 04-02; 04-03; 01-02; and 23-01, for **no increase** to the 2024-2025 assessments, with attached 2025/26 Landscape and Lighting Assessment Districts Engineer's Reports (pp.)
Presented by John Doyel, Contract City Engineer

Approval of Resolution 2025-28, a Resolution of the City Council of the City of Exeter, approving Engineer's Reports and confirming the diagrams and assessments therein for the City of Exeter Landscape and Lighting Maintenance Assessment Districts 91-01A; 91-01B; 97-01; 98-01; 08-01; 06-01; 05-01; 05-02; 04-02; 04-03; 01-02; and 23-01, for <u>no increase</u> to the 2024-2025 assessments, with attached 2025/26 Landscape and Lighting Assessment Districts Engineer's Reports							
1st	2nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	ALVES	(5-0)	AYE	AYE	AYE	AYE	AYE

2. Public hearing on the Intent to levy and collect assessments of on twelve existing Landscape and Lighting Maintenance Assessment Districts (LLMADs) 91-01A; 91-01B; 97-01; 98-01; 08-01; 06-01; 05-01; 05-02; 04-02; 04-03; 01-02; and 23-01; and Consideration of Adoption of **Resolution 2025-29**, A Resolution of the City Council of the City of Exeter, certifying the process to place this Special Assessment on the Tulare County secured property tax roll **with proposed increase *<u>or</u>* Resolution 2025-30**, A Resolution of the City Council of the City of Exeter, certifying the process to place this Special Assessment on the Tulare County secured property tax roll **for no increase** (pp.)
   Presented by John Doyel, Contract City Engineer

   Mayor opened the public hearing at 7:49 p.m.

   No public comments were received.

   Mayor closed the public hearing at 7:50 p.m.

Approval of Resolution 2025-30, A Resolution of the City Council of the City of Exeter, certifying the process to place this Special Assessment on the Tulare County secured property tax roll for <u>no increase.</u>							
1st	2nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	ALVES	(5-0)	AYE	AYE	AYE	AYE	AYE

3. Public Hearing to Consider Adoption of **Resolution 2025-31**, A Resolution of the City Council of the City of Exeter, Approving **General Plan Amendment 2025-01** and First Reading by Title Only of **Ordinance No. 716**, An Ordinance of the City of Exeter Enacting

Zoning Ordinance Amendment 2025-01, as Requested by San Joaquin Homes, for Properties Generally Located at the Northeast Corner of Vine Street and the Northerly Extension of Elberta Avenue in Exeter (pp.)
Presented by Tom Navarro, Contract Senior City Planner

Mayor Pro Tem Wilson abstained himself from discussion and voting on the item due to conflict.

Mayor opened the public hearing at 8:11 p.m.

Public comment from Steven Macias. Macias spoke on behalf of San Joaquin Valley Homes and shared his excitement for the project and thanked staff and city council.

Mayor closed the public hearing at 8:13 pm.

Adoption of Resolution 2025-31, A Resolution of the City Council of the City of Exeter, Approving General Plan Amendment 2025-01 and First Reading by Title Only of Ordinance No. 716, An Ordinance of the City of Exeter Enacting Zoning Ordinance Amendment 2025-01, as Requested by San Joaquin Homes, for Properties Generally Located at the Northeast Corner of Vine Street and the Northerly Extension of Elberta Avenue in Exeter.							
1st	2nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
JOHNSON	RIDDLE	(4-0)	AYE	ABSTAIN	AYE	AYE	AYE

4. Review of the Draft Exeter Parks Master Plan and Provide Comments and Direction to Staff Prior to Finalizing the Document (pp.)
Presented by Steve Brandt, Contract Principal Planner

Public comment from Eddie Wendt. Wendt shared that QK did a great job on the project and he is happy to see it completed.

Public comment from Andrew Martinez. Martinez voice his support for the project.

Public comment from Nancy Becker. Becker shared her support for the project and shared her and the Garden Clubs willingness to assist with projects.

No action was taken on this item.

H. CITY COUNCIL ITEMS OF INTEREST

Council Member Alves shared information about the upcoming concert from KJUG concert and fall festival. Alves shared that Ms.Exeter pageant is staring back up and

accepting application. Alves requested a future item regarding landscaping between city hall parking lot and downtown businesses.

Future agenda item regarding landscaping between city hall parking lot and downtown businesses.							
1st	2nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	RIDDLE	(5-0)	AYE	AYE	AYE	AYE	AYE

Mayor Pro Tem Wilson shared that he attended various meetings. Wilson also conducted a walkthrough of LLMADs with the City Administrator and brainstormed solutions to some issues. Wilson shared that he is happy that weekly inspections are bring conducted. Wilson participated in the 'Taco Trail' with Vallarta and GROW Tulare County. Wilson encouraged everyone to download the Discover Tulare County App.

Council Member Riddle shared that she participated in the Neighborhood Watch along with the Chief of Police. Riddle also attended a meeting with Congressman Costa. Riddle voiced her support for an E Street Corridor and wayfinding signage in downtown. Riddle requested a future agenda item regarding an amendment to the city council handbook to allow for written requests to be submitted in advance to the city administrator for placement on the agenda as an individual business item. Riddle also requested a future agenda item regarding amending the park hours.

Future agenda item regarding an amendment to the city council handbook to allow for written requests to be submitted in advance to the city administrator for placement on the agenda as an individual business item.							
1st	2nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
ALVES	WILSON	(5-0)	AYE	AYE	AYE	AYE	AYE

Future agenda item regarding amending the park hours.							
1st	2nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
ALVES	RIDDLE	(5-0)	AYE	AYE	AYE	AYE	AYE

Council Member Lentz had no report.

Mayor Johnson shared information regarding the upcoming National Night Out event and encouraged everyone to attend. Johnson thanked the Chief for his involvement.

I. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

City Administrator, Police Chief, Public Works Director, City Attorney and City Clerk all shared updates.

J. REGULAR MEETING ADJOURNMENT

Mayor adjourned the meeting at 9:44 p.m.

_____

Francesca Quintana, City Clerk

Agenda Item Staff Report

Agenda Item Number: **I.2.**

Meeting Date:
August 12, 2025

Wording for Agenda:
Approval of the Payment of Bills for July 25, 2025.

Submitting Department:
Finance

Contact Name:
Xochitl Hernandez, Finance Manager

For action by:
☒City Council

Regular Session:
☒Consent Calendar
☐Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Department Recommendation:
Staff recommends that the City Council approve the payment of bills in the amount of $463,945.25 dated July 25, 2025.

Summary:
The Finance Department has reviewed and compiled invoices and expenses for city operations for approval by the City Council, which are summarized and attached to this report. This action authorizes the disbursement of funds for routine and approved expenditures necessary to continue city services.

Background:
The payment of bills is a recurring action presented to the City Council to ensure transparency and fiscal oversight of city expenditures. The item reflects payments made for various city services, supplies, utilities, and obligations incurred in the normal course of business. All bills have been reviewed by the Finance Department and are within budgeted appropriations.

Fiscal Impact:
- Total amount: $463,945.25
- Funding sources: Various city departmental budgets
- Budget implications: All payments are within the approved Fiscal Year 2025–2026 budget. No additional appropriations are necessary.

Prior City Council Actions:

The City Council routinely approves payment of bills during regular meetings. This item is part of the standard financial reporting and authorization process.

Attachments:

- Payments for Publication Report dated July 25, 2025.

Recommended motion to be made by the City Council:

I move to approve the payment of bills in the amount of $463,945.25 dated July 25, 2025.

AVENU FINANCIAL SYSTEM CITY OF EXETER
07/24/2025 09:49:23 Payments for Publication GL050S-V08.22 COVERPAGE
GL335R

Report Selection:

Run Group... 072525 Comment... CHECK RUN 7/25/25

Approval Date for Report..... 07 25 2025

Payments Through Date..... 07 25 2025

Cutoff Amount to be Used..... 0000000

RUN GROUP... 072525 COMMENT... CHECK RUN 7/25/25

DATA-JE-ID	DATA COMMENT
D-07252025-897	CHECK RUN 7/25/2025

Run Instructions:

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

Approved on 7/25/2025 for Payments Through 7/25/2025

Vendor Name	Description	Amount
AFLAC	JUL 2025 AFLAC	3,697.44
ALDRIDGE/ GARY	ANNUAL BOOT REIMBURSEMEN	250.00
BASIC	JUL 2025 COBRA FEE	35.01
BLUE SHIELD OF CALIFORNIA	08/01/25 - 08/31/25	39,517.53
C.L.E.A.	AUG 2025 LT DISABILITY	64.00
CAL BENNETT'S	ADMIN FURN RENT-314 W FI	581.85
CENTRAL VALLEY BUSINESS FORMS	ENVELOPES	263.91
CITY OF VISALIA	JUL 2025 ANIMAL SERVICES	18,563.03
CONSENSUS CLOUD SOLUTIONS	EFAX JUL MAINTENANCE FEE	183.51
CONSOLIDATED ELECTRICAL DISTRI	4IN SQ 1G RDS DEV RING	45.19
CSJVRMA	25/26 1ST QTR PROPERTY	360,894.00
DELTA LIQUID ENERGY, ARRO AUTO	MOTOR VEHICLE FUEL	15.25
EMPLOYER DRIVEN SOLUTIONS	AUG 2025 CLAIMS	4,417.67
FASTENAL COMPANY	WB GN MRKNG PNT 22OZ	270.42
FERGUSON US HOLDINGS, INC	1X60 K SOFT COP TUBE	6,375.34
FRONTIER CALIFORNIA INC.	5139- 7/14/25-8/13/25	721.61
FUSION CONNECT, INC	0966 7/18/25-8/17/25	551.68
GBR TRANSPORT, INC	7/15-8/14/25 STRGE CONTA	228.38
KRC SAFETY CO INC.	ANIT-VANDAL SPRAY	99.99
LUIS' NURSERY	DWNTWN-LAVENDAR, LANTANA	156.30
MINERAL KING PUBLISHING INC	7/9/25 PN-859-28 EXTENIO	257.40
PACE SUPPLY CORP.	1 1/2 FIPX METER STRAIGH	2,749.59
SAN JOAQUIN VALLEY APCD	25/26 BELMNT/GLAZE PRMTS	290.00
SIERRA SANITATION, INC	7/17-8/13/25 100 N C ST	3,450.70
THE PIN CENTER	100TH PINS	965.50
UNIVAR SOLUTIONS USA INC	JUL SOD HYPO 1906 MYER	10,551.98
VALLEY EXPETEC	AUG MONTHLY BILLING	8,326.58
WECO INDUSTRIES LLC	25 FT FILL HOSE	141.44
WIRELESS INTERNET SERVICES,INC	AUG 2025 - 314 W FIREBAU	279.95

** Final Totals... 463,945.25

TOTAL NUMBER OF RECORDS PRINTED 85

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	15,486.34
105	WATER FUND	15,378.47
106	SANITATION FUND	25.52
107	SEWER FUND	6,387.31
121	INSURANCE FUND	404,864.21
141	MEASURE P	21,803.40
TOTAL ALL FUNDS		463,945.25

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	463,945.25
TOTAL ALL BANKS		463,945.25

Agenda Item Staff Report

Agenda Item Number: **I.3.**

Meeting Date:
July 22, 2025

Wording for Agenda:
Approval of Payroll in the Amount of $89,994.28 for the Period of June 30, 2025, through July 13, 2025, with a Check Date of July 18, 2025.

Submitting Department:
Finance

Contact Name:
Xochitl Hernandez, Finance Manager

For action by:
☒City Council

Regular Session:
☒Consent Calendar
☐Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Department Recommendation:
Staff recommends that the City Council approve payroll in the amount of $89,994.28 for the pay period of June 30, 2025, through July 13, 2025, with a Check Date of July 18, 2025.

Summary:
This item requests City Council approval of payroll expenditures incurred during the pay period of June 30, 2025, through July 13, 2025. Timely approval ensures the city remains compliant with labor obligations and continues uninterrupted compensation to employees.

Background:
The City of Exeter processes payroll on a biweekly basis. City Council approval is required for each payroll cycle as part of the city's fiscal oversight procedures. The current payroll covers all regular full-time, part-time, and temporary employees for the specified pay period.

Fiscal Impact:

- Total payroll amount: $89,994.28
- Funding source: Approved departmental salary budgets
- Budget implications: Payroll is within the adopted Fiscal Year 2025-2026 budget; no additional funds are required.

Prior City Council Actions:

Payroll approval is a standing item brought to the City Council regularly to ensure accountability and continuity of operations.

Attachments:

- Payroll Register for the period June 30, 2025, through July 13, 2025

Recommended motion to be made by the City Council:

I move to approve payroll in the amount of $89,994.28 for the pay period of June 30, 2025, through July 13, 2025, with a Check Date of July 18, 2025.

PERIOD 2 DATING 6/30/2025- 7/13/2025 CHECK DATE 7/18/2025
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
1740	63.69	CA STATE DISBURSEMENT UN	2	1	VENDOR CHECK

TOTALS FOR CHECK FORM: CHEK

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

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

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

PERIOD 2 DATING 6/30/2025- 7/13/2025 CHECK DATE 7/18/2025
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
53851	175.50	CLOCEA	4	1	VENDOR STUB ONLY
53852	252.00	EXETER POLICE OFFICER AS	3	1	VENDOR STUB ONLY
53853	163.53	EXETER POLICE OFFICER AS	3A	1	VENDOR STUB ONLY
53854	2,233.75	ARIAS/CHRISTINA	730	1	STUB ONLY
53855	2,566.83	QUINTANA FRANCESCA N	742	1	STUB ONLY
53856	4,722.16	RIDENOUR/JASON CHARLES	763	1	STUB ONLY
53857	1,497.87	CARTER/AMY JO	502	1	STUB ONLY
53858	99.01	FRANCO/EEKHONG	304	1	STUB ONLY
53859	2,954.39	HERNANDEZ/XOCHITL	306	1	STUB ONLY
53860	1,805.59	MILLER/CATHEY RENE	734	1	STUB ONLY
53861	1,714.65	TOBIAS/ANTHONY JORDAN	746	1	STUB ONLY
53862	510.47	VEGA/ASHLEY MAKAYLA	753	1	STUB ONLY
53863	2,292.35	BROWN/ANDREW EUGENE	762	1	STUB ONLY
53864	2,892.51	BRYANT/EZRA JOSEPH	752	1	STUB ONLY
53865	1,705.32	CARRETERO/VANESSA	402	1	STUB ONLY
53866	3,434.24	FELIX/ESTEVAN	704	1	STUB ONLY
53867	3,520.40	GIEFER/MICHAEL DAVID	438	1	STUB ONLY
53868	3,248.17	HEINKS/RYAN DAVID	765	1	STUB ONLY
53869	1,316.67	HILL/HANNAH GRACE	747	1	STUB ONLY
53870	3,692.56	MOORE/ROBERT HARRY	764	1	STUB ONLY
53871	881.32	MORENO/MATTHEW	724	1	STUB ONLY
53872	2,360.58	PRIDEAUX/TRACI	448	1	STUB ONLY
53873	230.61	QUALLS/DAYMON	607	1	STUB ONLY
53874	4,476.11	ROBLES JR/EVERARDO	744	1	STUB ONLY
53875	2,146.89	ROCHA/CRISTINA	731	1	STUB ONLY
53876	4,190.30	SCHIMPF/ROBERT BRIAN	766	1	STUB ONLY
53877	2,440.78	VILLARREAL/ISIDRO	707	1	STUB ONLY
53878	3,097.98	YARBER/ISABEL	422	1	STUB ONLY
53879	2,286.16	ALDRIDGE/GARY	618	1	STUB ONLY
53880	3,012.18	BOUDREAUX/ZACHARY MICHA	756	1	STUB ONLY
53881	2,166.17	ESPINOLA/DANIEL M	602	1	STUB ONLY
53882	282.29	GOLDSTROM/NORMAN	629	1	STUB ONLY
53883	1,840.08	HUGGINS/KYLE AARON	621	1	STUB ONLY
53884	2,165.32	RIVERA/RYAN	733	1	STUB ONLY
53885	453.33	WENDT/EDDIE	626	1	STUB ONLY
53886	91.42	ALANIZ/WYATT BLAIN	757	1	STUB ONLY
53887	236.18	BARSS/TYLER ANN	758	1	STUB ONLY
53888	1,825.28	GARVER/ELIJAH	712	1	STUB ONLY
53889	1,721.72	ARROYO/MARIE	623	1	STUB ONLY
53890	2,482.92	MILLAN/MARCUS	622	1	STUB ONLY
53891	1,533.56	QUIROZ/PATRICK P	512	1	STUB ONLY
53892	1,631.05	RAMIREZ/GABRIEL GRACILI	761	1	STUB ONLY
53893	1,528.85	RAMIREZ/JUAN	608	1	STUB ONLY
53894	1,446.26	CARRASCO/MICHAEL	759	1	STUB ONLY
53895	3,593.10	HIFNER/CHRISTOPHER	736	1	STUB ONLY
53896	1,012.18	O'SHAUGHNESSY/BRIDGET E	751	1	STUB ONLY

PERIOD 2 DATING 6/30/2025- 7/13/2025 CHECK DATE 7/18/2025
DIRECT DEPOSIT IS TURNED ON

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

TOTALS FOR CHECK FORM: STUB

NEGOTIABLE CHECKS		COUNTS
0.00	*EMPLOYEE CHECKS	0
0.00	*VENDOR CHECKS	0
0.00	*BANK CHECKS	0
0.00	**TOTAL NEGOTIABLE CHECKS	0
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
0.00	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS		
89,339.56	*DIRECT DEPOSIT STUBS	43
591.03	*VENDOR DIR DEP STUBS	3

PERIOD 2 DATING 6/30/2025- 7/13/2025 CHECK DATE 7/18/2025

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	74,389.92	56,172.13	56,172.13
1	105	8,898.10	14,055.81	14,055.81
1	106	.00	966.31	966.31
1	107	.00	10,107.88	10,107.88
1	121	.00	1,985.89	1,985.89
1	141	6,051.54	6,051.54	6,051.54

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.)

PERIOD 2 DATING 6/30/2025- 7/13/2025 CHECK DATE 7/18/2025

EMR CODE	FUND CODE	DEPT CODE		HOME TOTALS	FULL EMPLOYEE	PART COUNTS	TEMP	FEMALE
1	104	402	ADMINISTRATION	9,522.74	3			2
1	104	403	FINANCE	8,581.98	4	1	1	5
1	104	421	POLICE	41,926.79	14	2		5
1	104	431	STREET	12,205.53	5	2		
1	104	471	RECREATION	2,152.88	1	2		1
1	105	461	WATER	8,898.10	5			1
1	141	405	COMM SERVICE OFFICER	1,446.26	1			
1	141	421	POLICE	3,593.10	1			
1	141	471	RECREATION LEADER	1,012.18	1			1
	TOTAL			89,339.56	35	7	1	15

PERIOD 2 DATING 6/30/2025- 7/13/2025 CHECK DATE 7/18/2025

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP

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

89,339.56	*DIRECT DEPOSIT STUBS	43
591.03	*VENDOR DIR DEP STUBS	3
89,930.59	**TOTAL NON-NEGOTIABLE CHECKS	46

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00	*EMPLOYEE CHECKS	0
63.69	*VENDOR CHECKS	1
0.00	*BANK CHECKS	0
89,339.56	*DIRECT DEPOSIT STUBS	43
591.03	*VENDOR DIR DEP STUBS	3
89,994.28	***TOTAL NEGOTIABLE & NON-NEGOT	47
0.00	*OTHER CHECKS	0
89,994.28	***TOTAL NEG, NON-NEG, OTHER CHECKS	
	TOTAL SEQ 1 FEMALES	15

Agenda Item Staff Report

Agenda Item Number: I.4.

For action by:
☒City Council

Regular Session:
☒Consent Calendar
☐Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
July 22, 2025

Wording for Agenda:
Approval of Payroll in the Amount of $99,679.12 for the Period of July 14, 2025, through July 27, 2025, with a Check Date of August 01, 2025.

Submitting Department:
Finance

Contact Name:
Xochitl Hernandez, Finance Manager

Department Recommendation:
Staff recommends that the City Council approve payroll in the amount of $99,679.12 for the Period of July 14, 2025, through July 27, 2025, with a Check Date of August 01, 2025.

Summary:
This item requests City Council approval of payroll expenditures incurred during the pay period of July 14, 2025 through July 27, 2025. Timely approval ensures the city remains compliant with labor obligations and continues uninterrupted compensation to employees.

Background:
The City of Exeter processes payroll on a biweekly basis. City Council approval is required for each payroll cycle as part of the city's fiscal oversight procedures. The current payroll covers all regular full-time, part-time, and temporary employees for the specified pay period.

Fiscal Impact:
- Total payroll amount: $99,679.12
- Funding source: Approved departmental salary budgets
- Budget implications: Payroll is within the adopted Fiscal Year 2025-2026 budget; no additional funds are required.

Prior City Council Actions:

Payroll approval is a standing item brought to the City Council regularly to ensure accountability and continuity of operations.

Attachments:

- Payroll Register for the period July 14, 2025, through July 27, 2025

Recommended motion to be made by the City Council:

I move to approve payroll in the amount of $99,679.12 for the Period of July 14, 2025, through July 27, 2025, with a Check Date of August 01, 2025.

PERIOD 1 DATING 7/14/2025- 7/27/2025 CHECK DATE 8/01/2025
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
1741	63.69	CA STATE DISBURSEMENT UN	2	1	VENDOR CHECK

TOTALS FOR CHECK FORM: CHEK

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

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

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

PERIOD 1 DATING 7/14/2025- 7/27/2025 CHECK DATE 8/01/2025
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
53897	175.50	CLOCEA	4	1	VENDOR STUB ONLY
53898	280.00	EXETER POLICE OFFICER AS	3	1	VENDOR STUB ONLY
53899	181.70	EXETER POLICE OFFICER AS	3A	1	VENDOR STUB ONLY
53900	2,228.50	ARIAS/CHRISTINA	730	1	STUB ONLY
53901	2,566.83	QUINTANA FRANCESCA N	742	1	STUB ONLY
53902	4,722.16	RIDENOUR/JASON CHARLES	763	1	STUB ONLY
53903	1,526.95	CARTER/AMY JO	502	1	STUB ONLY
53904	14.15	FRANCO/EEKHONG	304	1	STUB ONLY
53905	2,954.39	HERNANDEZ/XOCHITL	306	1	STUB ONLY
53906	1,244.31	MILLER/CATHEY RENE	734	1	STUB ONLY
53907	1,785.71	TOBIAS/ANTHONY JORDAN	746	1	STUB ONLY
53908	411.42	VEGA/ASHLEY MAKAYLA	753	1	STUB ONLY
53909	1,861.19	BROWN/ANDREW EUGENE	762	1	STUB ONLY
53910	2,757.94	BRYANT/EZRA JOSEPH	752	1	STUB ONLY
53911	1,705.32	CARRETERO/VANESSA	402	1	STUB ONLY
53912	2,421.76	FELIX/ESTEVAN	704	1	STUB ONLY
53913	7,886.92	FELIX/ESTEVAN	704	2	STUB ONLY
53914	3,520.40	GIEFER/MICHAEL DAVID	438	1	STUB ONLY
53915	1,863.53	GREEN GROVE/BRAYDEN TAY	767	1	STUB ONLY
53916	3,248.17	HEINKS/RYAN DAVID	765	1	STUB ONLY
53917	1,316.67	HILL/HANNAH GRACE	747	1	STUB ONLY
53918	3,692.56	MOORE/ROBERT HARRY	764	1	STUB ONLY
53919	230.61	MORENO/MATTHEW	724	1	STUB ONLY
53920	2,360.58	PRIDEAUX/TRACI	448	1	STUB ONLY
53921	2,528.54	ROBLES JR/EVERARDO	744	1	STUB ONLY
53922	2,930.90	ROCHA/CRISTINA	731	1	STUB ONLY
53923	3,562.59	ROCHA/CRISTINA	731	2	STUB ONLY
53924	4,190.30	SCHIMPF/ROBERT BRIAN	766	1	STUB ONLY
53925	2,326.95	VILLARREAL/ISIDRO	707	1	STUB ONLY
53926	3,092.74	YARBER/ISABEL	422	1	STUB ONLY
53927	1,679.29	ALDRIDGE/GARY	618	1	STUB ONLY
53928	3,537.41	BOUDREAUX/ZACHARY MICHA	756	1	STUB ONLY
53929	2,166.17	ESPINOLA/DANIEL M	602	1	STUB ONLY
53930	108.94	GOLDSTROM/NORMAN	629	1	STUB ONLY
53931	1,840.08	HUGGINS/KYLE AARON	621	1	STUB ONLY
53932	1,648.24	RIVERA/RYAN	733	1	STUB ONLY
53933	844.85	WENDT/EDDIE	626	1	STUB ONLY
53934	182.85	ALANIZ/WYATT BLAIN	757	1	STUB ONLY
53935	198.09	BARSS/TYLER ANN	758	1	STUB ONLY
53936	2,032.56	GARVER/ELIJAH	712	1	STUB ONLY
53937	152.37	RUBIO/IVAN	750	1	STUB ONLY
53938	1,721.72	ARROYO/MARIE	623	1	STUB ONLY
53939	2,110.88	MILLAN/MARCUS	622	1	STUB ONLY
53940	1,528.31	QUIROZ/PATRICK P	512	1	STUB ONLY
53941	1,608.70	RAMIREZ/GABRIEL GRACILI	761	1	STUB ONLY
53942	2,248.60	RAMIREZ/JUAN	608	1	STUB ONLY
53943	1,594.05	CARRASCO/MICHAEL	759	1	STUB ONLY
53944	3,706.60	HIFNER/CHRISTOPHER	736	1	STUB ONLY

PERIOD 1 DATING 7/14/2025- 7/27/2025 CHECK DATE 8/01/2025
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
53945	1,116.43	O'SHAUGHNESSY/BRIDGET E	751	1	STUB ONLY

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		
98,978.23	*DIRECT DEPOSIT STUBS	46
637.20	*VENDOR DIR DEP STUBS	3

PERIOD 1 DATING 7/14/2025- 7/27/2025 CHECK DATE 8/01/2025

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	83,342.94	65,489.64	65,489.64
1	105	9,218.21	13,841.94	13,841.94
1	106	.00	1,026.29	1,026.29
1	107	.00	10,215.14	10,215.14
1	121	.00	1,988.14	1,988.14
1	141	6,417.08	6,417.08	6,417.08

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.)

PERIOD 1 DATING 7/14/2025- 7/27/2025 CHECK DATE 8/01/2025

EMR CODE	FUND CODE	DEPT CODE		HOME TOTALS	FULL EMPLOYEE	PART COUNTS	TEMP	FEMALE
1	104	402	ADMINISTRATION	9,517.49	3			2
1	104	403	FINANCE	7,936.93	4	1	1	5
1	104	421	POLICE	51,497.67	15	1		5
1	104	431	STREET	11,824.98	5	2		
1	104	471	RECREATION	2,565.87	1	3		1
1	105	461	WATER	9,218.21	5			1
1	141	405	COMM SERVICE OFFICER	1,594.05	1			
1	141	421	POLICE	3,706.60	1			
1	141	471	RECREATION LEADER	1,116.43	1			1
	TOTAL			98,978.23	36	7	1	15

PERIOD 1 DATING 7/14/2025- 7/27/2025 CHECK DATE 8/01/2025

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP

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

98,978.23	*DIRECT DEPOSIT STUBS	46
637.20	*VENDOR DIR DEP STUBS	3
99,615.43	**TOTAL NON-NEGOTIABLE CHECKS	49

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00	*EMPLOYEE CHECKS	0
63.69	*VENDOR CHECKS	1
0.00	*BANK CHECKS	0
98,978.23	*DIRECT DEPOSIT STUBS	46
637.20	*VENDOR DIR DEP STUBS	3
99,679.12	***TOTAL NEGOTIABLE & NON-NEGOT	50
0.00	*OTHER CHECKS	0
99,679.12	***TOTAL NEG, NON-NEG, OTHER CHECKS	
	TOTAL SEQ 1 FEMALES	15

Agenda Item Staff Report

Agenda Item Number: I.5.

For action by:
☒City Council

Regular Session:
☒Consent Calendar
☐Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
August 12, 2025

Wording for Agenda:
Approval of Street Closures, Facility Use, Amplified Sound Permit, and Fee Waiver for the Annual Fall Festival Activities on October 7-11, 2025.

Submitting Department:
Public Works

Contact Name:
Marie Arroyo, Senior Administrative Assistant

Department Recommendation:
City Staff recommend that the City Council approve Street Closures, Facility Use, Amplified Sound Permit, and Fee Waiver for the Annual Fall Festival Activities on October 7-11, 2025.

Summary:
The 2025 annual Fall Festival event will begin on Monday, October 6th and conclude with a parade and full day of celebration at Exeter City Park on Saturday, October 11th. Event organizers are made up of members from the Exeter Lion's Club, Exeter Kiwanis Club and the Exeter Chamber of Commerce along with many volunteers. After much discussion and community outreach, the committee has requested a parade route to honor a historical tradition.

City Council approval is requested for the following Fall Festival Activities:

Oct 7, 2025 – Movie in the Park

- Facility use of City Park from 5:00 p.m. to 9:00 pm for an Exeter Chamber of Commerce "Movie in the Park".
- This event is free and open to the public.

October 11, 2025 – Parade

- Multiple street closures requested by the Exeter Lion's Club from 6:00 a.m. to 12:00 p.m. for the annual parade.
- Parade staging will occur near Schelling Park at Pine and Filbert Streets. The route will proceed east to D Street, south to Chestnut Street then west to F Street where participants will disembark at Chestnut and F St.
- Exeter Police Department will clear the route following the parade, and Public Works will reopen all associated streets .

October 11, 2025 – Car Show

- Street closure of E Street from Pine to Chestnut from 6:00 a.m. to 6:00 p.m. requested by the Exeter Chamber of Commerce.
- Closure will allow safe pedestrian access to view vehicles and visit downtown businesses.

October 11, 2025 – City Park Activities

- Beer Garden: Exeter Lions Club requests authorization for a beer garden on the south side of City Park from 11:00 a.m. to 3:00 p.m. All ABC permits, private security, and alcohol regulations will be managed in coordination with the Chief of Police.
- Kiwanis Club Activities: Use of City Park from 6:00 a.m. to 6:00 p.m. for the annual pancake breakfast, live music, food vendors, and family-friendly activities.
  Reserved parking on Cedar Street is requested to accommodate the Kiwanis BBQ trailer and the Lions Club beer garden trailer.

Conditions of Approval:

1. **Insurance:** All participating organizations must submit Certificates of Insurance listing the City of Exeter as additional insured with required liability limits prior to the event.
2. **Street Closure:** City staff will post required street closure notices at least 72 hours before event start times. City staff will place and remove all barricades related to street closures.
3. **Public Safety:** Exeter Police Department may modify or adjust street closures and event operations as needed for public safety.
4. **Permits and Fees:** Event hosts are responsible for obtaining all required permits and paying associated fees for food handling, vendor licenses, and alcohol sales.
5. **ABC Permits & Security:** For the beer garden, all alcohol-related permits and private security must be secured and coordinated with the Chief of Police.
6. **Fee Waivers:** Fee waivers are subject to City Council approval and apply only to specified permit fees.

Background:

The Annual Fall Festival is a cherished event in Exeter, drawing thousands of residents and visitors each year. It fosters community spirit through homecoming celebrations, family gatherings, and opportunities for local businesses to thrive.

The parade and the use of Exeter City Park for festivities have been a long-standing tradition, deeply rooted in the city's culture and history. These signature events serve as a highlight of the festival, providing a safe, festive environment for families and community members to come together, celebrate, and enjoy shared experiences.

The collaboration between local organizations such as the Exeter Lion's Club, Kiwanis Club, and Chamber of Commerce, along with many volunteers, ensures the event's ongoing success and its continued positive impact on the community.

Fiscal Impact:

The total estimated permit fees associated with the 2025 Fall Festival are $430, as outlined below:

- Special Event Permit Fee: $171.00
- Street Closure Permit Fees (2 @ $103.00): $206.00
- Alcohol Permit Fee: $53.00

Total: $430.00

If the City Council approves the requested fee waiver, *the City will forgo this revenue.*

Prior City Council Actions:

This is an annual event, and the last City Council approval was on September 10, 2024.

Attachments:

- Facility Use Application – October 7, 2025, Movie Night
- Approved Amplified Sound Permit Application – October 7, 2025, Movie Night
- Facility Use Application – October 11, 2025, Festival
- Approved Amplified Sound Permit Application – October 11, 2025, Festival
- Street Closure Application – October 11, 2025, Car Show
- Street Closure Signature Authorizations – October 11, 2025, Car Show
- Street Closure Application – October 11, 2025, Parade
- Street Closure Signature Authorizations – October 11, 2025, Parade
- Parade Route Map
- Fee Waiver Request from Exeter Kiwanis
- Fee Waiver Request from Exeter Chamber of Commerce
- Fee Waiver Request from Exeter Lions

Recommended motion to be made by the City Council:

I move to approve Street Closures, Facility Use, Amplified Sound Permit, and Fee Waiver for the Annual Fall Festival Activities on October 7-11, 2025, subject to the conditions of approval.

FACILITY USE APPLICATION

Application Date: June 25, 2025

Facility Requested: City park (behind library) Date(s) Needed: October 7, 2025

Reason for Use: Community Movie Night

Equipment Needed: _____

Set up time: 5:00 pm Departure time: 9:00 pm

Event start time: 6:30 pm Event end time: 8:30 pm

Name of Organization: Exeter Chamber of Commerce w/ Exeter Branch Library

Address: 101 W. Pine St.

City: Exeter State: CA Zip: 93221

FACILITY USE POLICY

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

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

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

INSURANCE & WAIVERS

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

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

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

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

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

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

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

Print Name of Applicant: Heather Ritter

Signature of Applicant: [redacted] Date: 6.25.25

Primary Phone Number(s): 559.592.2919 Email: chamber@exeterchamber.com

Approved by:

Print Name: _____ Print Name: _____

Signature: _____ Signature: _____

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

City of Exeter

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

Title 5, Chapter 5.48 –
Sound-Amplifying Systems, Meetings, Assemblies, Parades & Processions

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

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

Name of Applicant Heather Ritter Phone No. 559.592.2919
Address 101 W. Pine St.

Name of Organization Exeter Chamber Phone No. 559.592.2919
Address 101 W. Pine St.

Type of Event Community Movie Location of Event City Park, behind library

Date of Event 10.7.25 Start Time 6:30 pm End Time 8:30 pm

Type of equipment to be used movie screen, speakers

Additional Information _____

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

[redacted]
Applicant Signature

6.26.25
Date

CHIEF ROB SCHIMPF
Chief of Police

[ ] Permit Denied
[X] Permit Approved

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

City of Exeter Street Closure Application

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

Date of Event: 10-11-25

Name of group requesting street closure: EXETER KIWANIS CLUB
Name of contact person: SANDY BLANKENSHIP **Phone:** [redacted]
Mailing address: [redacted] **Email :** [redacted]
93221

Alternate Contact Person: Lyle Ward **Phone** [redacted]
Mailing Address: [redacted] **Phone:** [redacted]

Type of event: PANCAKE BREAKFAST

✓ **Time of closure:** #1 7AM 4 pm
#2 7 AM **until** 10 AM

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

1. "D" ST between chestnut + cedar 7-4
2. CEDAR between "D" ST + "E" ST 7-10 (Pancake Breakfast)

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

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

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

Applicant Signature: [redacted] **Date** 7-16-25

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

Public Works Director _____ Chief of Police _____

Council Approval: _____

City of Exeter

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

Title 5, Chapter 5.48 –
Sound-Amplifying Systems, Meetings, Assemblies, Parades & Processions

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

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

Name of Applicant Sherri Wilson on Behalf of Kiwanis Club Phone No. [redacted]

Address [redacted]

Name of Organization Kiwanis Phone No. _____

Address _____

Type of Event Fall Festival Location of Event Exeter City Park

Date of Event 10-11-25 Start Time _____ End Time _____

Type of equipment to be used "Speakers" Sound Amplifying Systems

Additional Information Possible Road closures on Surrounding Streets.

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

[redacted]
Applicant Signature

6-2-25
Date

CHIEF ROB SCHIMPF
Chief of Police

[ ] Permit Denied
[ ] Permit Approved

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

City of Exeter Street Closure Application

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

Date of Event: Oct. 11, 2025

Name of group requesting street closure: Exeter Chamber of Commerce
Name of contact person: Heather Ritter **Phone:** 559.592.2919
Mailing address: 101 W. Pine St. **Email :** chamber@exeterchamber.com

Alternate Contact Person: Josh Steinhauer **Phone** 559.765.6501
Mailing Address: _____ **Phone:** _____

Type of event: Car Show

Time of closure: 6 am **until** 4 pm

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

E Street from Pine St to Chestnut (City Park)

HR **I understand my $103 application fee is nonrefundable however, if the event is rescheduled due to inclement weather or other unforeseen reasons, I will not be required to pay a second application fee.**

HR **I understand I am responsible for obtaining signatures from all locations that will be affected by the closure.**

HR **I understand all terms and conditions including the need for liability insurance will be required.**

Applicant Signature: [redacted] **Date** 8.4.25

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

Public Works Director _____ Chief of Police _____

Council Approval: _____

City of Exeter
Street Closure Authorization Form

_____ is requesting a street closure to include Pine St from Kaweah to G St on _____ _____ between the hours of _____ and _____ for _____.

The locations listed below will be affected by this closure.

Address	Agree	Oppose	Business Name	Signature	Phone
505 E Pine	✓		Smith Family Chapel		
449 E Pine	✓		Alejandras		559-592-7179
431 E Pine					
423 E Pine	✓		Baja Mex	Francisca Baja Mex	559-562-1380
411 E Pine #A			~~Baja Mex~~		
411 E Pine #B					
411 E Pine #C					
411 E Pine #D					
411 E Pine #E					
411 E Pine #F					
279 E Pine	✓		Frosty King	Employee Expires	(559)592-4714
277 E Pine	✓		[illegible]	Petes	
275 E Pine	✓		[illegible]		
271 E Pine					
255 E Pine	✓		[illegible]	[illegible]	
251-253 E Pine	✓		Kirksey Real Estate	[illegible]	
231 E Pine					
221 E Pine	✓		[illegible]	[illegible]	
201 E Pine					
Kaweah to E St					

City of Exeter
Street Closure Authorization Form

_____ **is requesting a street closure to include Rocky Hill from Kaweah to C St, Pine St from C St to G St on** _____ _____ **between the hours of** _____ **and** _____ **for** _____.

The locations listed below will be affected by this closure.

Address	Agree	Oppose	Business Name	Signature	Phone
428 Rocky Hill			AirBnB		
422 Rocky Hill			Cozy Clip		
400 E Pine	X		Napa		559-592-5101
400 E Pine	X		Optometrist		559-592-3121
360 E Pine	X		Boys and Girls Club	Jocelyn Sanabria	(559)359-1789
330 E Pine	X		Family Healthcare		559 592 2134
300 E Pine	X		Bank Community West Bank		559-268-6872
258 E Pine	X		Mercantile		559 592-2121
250 E Pine	X		Rosalie		559 936-6779
236 E Pine	X		Rockabilly Printing		765-6501
228 E Pine					
216 E Pine	X		Rocky Hill Wellness		(559)257-2501
214 E Pine			Not occupied		
196 E Pine	X		Christina Del Real		559-372-5557
184 E Pine	X		Emesa Smoke		559-594-8729
180 E Pine	X		Kirkmen's VIP		(559) 592-5170
182 E Pine	X		Roots Salon		(559) 748-2223
166 E Pine	X		Iron Therapy		
158 E Pine			Common Goods		
100 E Pine	X		Bank of America		559-594-0160

City of Exeter
Street Closure Authorization Form

_____ is requesting a street closure to include Pine St from E St to G St on _____ _____ between the hours of _____ and _____ for _____.

The locations listed below will be affected by this closure.

Address	Agree	Oppose	Business Name	Signature	Phone
199 E Pine					
189 E Pine					
179 E Pine					
169 E Pine	✓		Family Treasures	Rory Wells	559 ~~651~~ 897-5061
165 E Pine	✓		Emporium	Alyssa Mallory	280-2132
163 E Pine	✓		Mandarin House		~~559~~-592-4450
145 E Pine	✓		Hometown Emporium	Kelly Mcgill	592 1250
139 E Pine	✓		Vallarta Mexican Restaurant	~~Sandra~~	592-5207
125 E Pine	✓		Embellish		559-786-5253
121 E Pine					
117 E Pine	✓		Volition	Crystal Vasquez	592-2634
115 E Pine	✓		Stays		592 7177
101 E Pine	✓		Rest. Ernesto Taqueria	Ma. Elena Avila	592 6514
101 W Pine			Exeter Chamber		
Pine from E to G St					

City of Exeter Street Closure Application

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

Date of Event: 10-11-25

Name of group requesting street closure: Exeter Lions Club
Name of contact person: Dewayne Faulkner **Phone:** [redacted]
Mailing address: [redacted] **Email :** [redacted]

Alternate Contact Person: Neal Hickey **Phone** (559) 594-7558
Mailing Address: _____ **Phone:** _____

Type of event: Fall Festival Parade

Time of closure: 6:00 am **until** 12:00 PM

Details of streets/parking lots/public right of way requesting to be closed: (*provide map or additional pages if necessary)*
multiple closures Pine + Filbert - Parade stages - route Pine east to D St. D St south to Chestnut - Chestnut to F

✓ **I understand my $103 application fee is nonrefundable however, if the event is rescheduled due to inclement weather or other unforeseen reasons, I will not be required to pay a second application fee.**

✓ **I understand I am responsible for obtaining signatures from all locations that will be affected by the closure.**

✓ **I understand all terms and conditions including the need for liability insurance will be required.**

Applicant Signature: [redacted] **Date** 8-01-25

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

Public Works Director _____ Chief of Police _____

Council Approval: _____

City of Exeter Fall Festival Parade Route



City of Exeter

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

Special Event Street Closure Authorization

Exeter Lion's Club is requesting temporary street closure on Saturday 10/11/2025 between hours of 6:00am- 12:00pm for the Fall Festival Parade.

The locations listed below will be affected by this closure.

Address	Agree	Oppose	Business Name	Signature	Phone
200 D				[redacted]	
210 D	✓		Joe Ortiz		
220 D	✓		Shirley Grim		
226 D	✓		MAUREEN GARVEY		
236 D	✓		Julianne Harris		559.909.3281
240 D	✓		Guadalupe Magem		
252 D					
260 D					
251 D					
241 D	X		Marci Hawkes		559 366-2525
231 D					
223 D					
209 D	X		Wanda Bohl		
201 D	X		Joe Quintero		55
161 D	X		SB Sierra		

City of Exeter

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

Special Event Street Closure Authorization

Exeter Lion's Club is requesting temporary street closure on Saturday 10/11/2025 between hours of 6:00am- 12:00pm for the Fall Festival Parade.

The locations listed below will be affected by this closure.

Address	Agree	Oppose	Business Name	Signature	Phone
208 D				[redacted]	
210 D	✓		Joe Ortiz		
220 D	✓		Shirley Grim		
226 D	✓		MAUREEN GARVEY		
236 D	✓		Julianne Harris		559.909.3281
240 D	✓		Guadalupe Magaña		
252 D					
260 D	✓		Golden Arches		559 308 8056
251 D			AIR B & B		
241 D	X		Mary Hargrave		559 366-2525
231 D					
223 D					
209 D	X		Wanda Bohl		
201 D	X		Fire Quinces		55
161 D	X		SB Sosa		

7/16/25

Marie Arroyo
Administrative Assistant
City of Exeter
Exeter, CA 93221

Subject: Request for waiver.

Dear Ms Arroyo,

The Exeter Kiwanis Club is a sponsoring organization that will be participaing in several activities related to the Fall Festival. Thank you for the opportunity to promote Kiwanis to the community at large.

Because the Fall Festival is a free community event, the Kiwanis Club respectfully requests that all fees associated with city permits be waived.

Your consideration of this request is deeply appreciated.

Sincerely,

Sandy Blankenship

Sandy Blankenship, President
Exeter Kiwanis Club

THE
EXETER
CHAMBER OF COMMERCE
EST. 1921

Creating a strong local economy
Promoting the community
Building business relationships



August 4, 2025

Dear City of Exeter,

We want to thank you for your continued support of the Exeter Chamber of Commerce and its endeavors. We would like to request a fee waiver in the amount of $103 for the Car Show as this is a free community event.

We would once again like to thank you for your assistance in continuing these town traditions.

All the best,

Heather Ritter

Exeter Chamber of Commerce

Office Coordinator

August 1, 2025

Dear Exeter City Council,

On behalf of the many organizations and volunteers hosting the Exeter Fall Festival, I am requesting your consideration for all fees associated with road closures and facility rentals to be waived for this celebration.

This event is a long-standing tradition for the community and is free for the public to attend.

Thank you

Dewayne Faulkner



Agenda Item Staff Report

Agenda Item Number: **I.6.**

For action by:
☒City Council

Regular Session:
☒Consent Calendar
☐Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
August 12, 2025

Wording for Agenda:
Approval of Street Closures, Facility Use, Amplified Sound Permit, and Fee Waiver for the CACHE fundraiser on October 25, 2025.

Submitting Department:
Public Works

Contact Name:
Marie Arroyo, Senior Administrative Assistant

Department Recommendation:
Staff recommends that the City Council approve of Street Closures, Facility Use, Amplified Sound Permit, and Fee Waiver for the CACHE fundraiser on October 25, 2025, Subject to Conditions of Approval.

Summary:
The CACHE fundraiser, scheduled for October 25, 2025, from 4:00 p.m. to 8:00 p.m., is a private event benefiting the community museum, with all proceeds supporting local programs. Planned activities include a murder mystery performance, live music, and outdoor seating along B Street.

Conditions of Approval:
Approval of the event is subject to the following conditions:

1. **Insurance**: The event organizer must provide a Certificate of Liability Insurance naming the City of Exeter as an additional insured with the required limits prior to the event.
2. **Street Closure:** City staff will post street closure notices at least 72 hours in advance. Public Works will place and remove all barricades.
3. **Public Safety:** Exeter Police Department may modify or adjust closures as needed for public safety.
4. **Amplified Sound:** Amplified sound is allowed only between 4:00 p.m. and 8:00 p.m., consistent with the approved sound permit.

5. **Alcohol Regulations:** The applicant is responsible for obtaining all necessary alcohol permits and complying with all pertinent regulations associated with alcohol sales.
6. **Permits and Fees:** Event hosts are responsible for obtaining all required permits for food handling and vendors if applicable.
7. **Fee Waivers:** Approved fee waivers apply only to the facility use and street closure fees.

Background:
The Center for Art, Culture and History, Exeter (CACHE), located at 125 S. B Street, is a volunteer-driven museum dedicated to preserving and showcasing Exeter's history.

Fundraising events like the annual murder mystery play a vital role in sustaining CACHE's operations. The fundraiser will temporarily transform B Street into an inviting, outdoor venue with live music, themed entertainment, and community interaction, while Joyner Park will support event operations as the designated food service staging area.

Events like this strengthen community engagement, promote Exeter's cultural heritage, and create a unique experience that draws both residents and visitors to the historic downtown district.

Fiscal Impact:
The total estimated permit fees associated with the event are $274, as outlined below:

- Facility Use Fee: $171.00
- Street Closure Fee: $103.00

Total: $274

If approved, *the City will forgo this revenue.*

Prior City Council Actions:
Approval of similar fundraising events in years past.

Attachments:
- Facility Use Application
- Street Closure Request
- Approved Amplified Sound Permit
- Certificate of Liability Insurance
- Event Flyer
- Fee Waiver Request

Recommended motion to be made by the City Council:
I move to approve of Street Closures, Facility Use, Amplified Sound Permit, and Fee Waiver for the CACHE fundraiser on October 25, 2025, subject to conditions of approval.

FACILITY USE APPLICATION

Application Date: 7-24-25

Facility Requested: JOYNER PARK Date(s) Needed: 10-25-25

Reason for Use: FOOD SET UP - ARBOR AREA

Equipment Needed: N/A

Set up time: 2 P.M. Departure time: 7 P.M.

Event start time: 4:00 PM Event end time: 8 P.M.

Name of Organization: CACHE - CENTER FOR ARTS, CULTURE, HISTORY - EXETER

Address: P.O. BOX 253, 125 S. B ST.

City: EXETER State: CA Zip: 93221

FACILITY USE POLICY

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

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

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

INSURANCE & WAIVERS

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

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

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

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

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

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

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

Print Name of Applicant: PATRICIA (PATTY) SPOTT

Signature of Applicant: [redacted] Date: 7-24-25

Primary Phone Number(s): [redacted] Email: pspott@nseinsurance.com

Approved by:

Print Name: _____ Print Name: _____

Signature: _____ Signature: _____

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

City of Exeter Street Closure Application

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

Date of Event: 10-25-25

Name of group requesting street closure: CACHE
Name of contact person: PATTY SPOTT **Phone:** [redacted]
Mailing address: P.O. BOX 253, EXETER **Email :** pspottinsurance.com

Alternate Contact Person: LAURIE HAMILTON **Phone:** [redacted]
Mailing Address: P.O. BOX 253, EXETER **Phone:** _____

Type of event: DINNER/PLAY (FUNDRAISER)

Time of closure: 1pm **until** 9p.m.

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

B STREET BETWEEN ROCKY HILL & PINE

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

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

✓ **I understand** [redacted] **nonrefundable and if my event needs to be rescheduled, I will no** [redacted] **nd application fee.** REQUEST WAIVER

Applicant Signature: [redacted] **Date** 7-23-25

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

Public Works Director _____ Chief of Police CHIEF ROB SCHIMPF

Council Approval: _____

City of Exeter

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

Title 5, Chapter 5.48 –

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

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

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

Name of Applicant PATRICIA (PATTY) SPOTT Phone No. [redacted]
Address P.O. BOX 336, EXETER, CA 93221

Name of Organization CACHE Phone No. 559-
Address P.O. BOX 253, EXETER, CA 93221

Type of Event FUNDRAISER Location of Event 125 S. B, EXETER, CA 93221

Date of Event 10-25-25 Start Time 4:00pm End Time 8 pm

Type of equipment to be used ACOUSTICAL GUITAR

Additional Information ONLY BACKGROUND MUSIC

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

[redacted]
Applicant Signature

7-28-25
Date

CHIEF ROB SCHIMPF
Chief of Police

[ ] Permit Denied
[ ] Permit Approved

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

CENTFOR-01 JJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NSE Insurance Agencies, Inc. 160 South D St., PO Box 704 Exeter, CA 93221-0704	CONTACT NAME: PHONE (A/C, No, Ext): (559) 592-9411 FAX (A/C, No): (559) 592-5059 E-MAIL ADDRESS: customerservice@nseinsurance.com
INSURED Center for Arts, Culture and History-Exeter P.O. Box 253 Exeter, CA 93221	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Underwriters Ins. Co. — 30104 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE OCCUR	X		51SBABA2JD4	9/19/2024	9/19/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Street Closure, Date: 10/25/2025, The City of Exeter, its officers, employees, agents, and volunteers are additional insured.

CERTIFICATE HOLDER

City of Exeter
P O Box 237
Exeter, CA 93221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CACHE INVITE'S YOU

Monarch MURDER MYSTERY

BENEFIT DINNER THEATER

10.25.25

FOUR TO EIGHT PM

QR Code to purchase ticket:

PLEASE JOIN US FOR DINNER, DRINKS, AND ENTERTAINMENT

Tickets $75 per person / Sponsored tables of Eight $800

Featuring a brand new pioneer exhibit and auction items!

Tickets available at CACHE, Exeter Chamber of Commerce, NSE Insurance and online at cach-exeter.org/events; for more information 559-592-5900



125 SOUTH B STREET
EXETER, CA 93221
WWW.CACH-EXETER.ORG

CACHE The Center for Art Culture & History EXETER

CACHE- CENTER FOR ART CUTURE HISTORY- EXETER
125 South B Street
Exeter, CA 93221

July 24, 2025

City Of Exeter
P.O. Box 237
Exeter, CA 93221

Re: $171- Special event Permit
$103-Street Closure Permit

CACHE respectfully requests a waiver for the Permit fees for our annual fundraiser to be held on October 2025 on the basis of our service to Exeter and surrounding community in preserving the history as a non profit and also proving an arena to promote and recognize local artists.

Thank you in advance for your consideration.

Sincerely

Patty Spott, Secretary

Agenda Item Staff Report

Agenda Item Number: **I.7.**

For action by:
☒City Council

Regular Session:
☒Consent Calendar
☐Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
August 12, 2025

Wording for Agenda:
Approval of Resolution No. 2025-32, A Resolution of the City Council of the City of Exeter, Approving the Amended and Restated Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority.

Submitting Department:
Administration

Contact Name:
Francesca Quintana, City Clerk/Human Resources Manager

Department Recommendation:
City Staff recommends that the City Council adopt Resolution No. 2025-32, A Resolution of the City Council of the City of Exeter, approving the Amended and Restated Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority, and authorize the City Manager to execute the agreement on behalf of the City of Exeter.

Summary:
The Central San Joaquin Valley Risk Management Authority (CSJVRMA) has updated its Joint Powers Agreement (JPA) to reflect current legal requirements and operational practices. The agreement was last amended in 1994, which is the last update since the City of Exeter became a member. The amended and restated JPA has been approved by the CSJVRMA Executive Committee and now requires adoption by member agencies.

The City Attorney has reviewed the amended JPA and determined it is appropriate for execution by the City of Exeter. Approval of Resolution No. 2025-32 will authorize the City Administrator to execute the agreement, ensuring Exeter remains a member in good standing.

Attached to this report is a redline version of the JPA, which shows the proposed amendments.

Background:
CSJVRMA is a joint powers authority that provides pooled liability, workers' compensation, property coverage, and risk management services to member cities.

Key updates to the JPA include:

- Clearer definitions and updated language.
- Flexibility for potential future participation in captive insurance programs.
- Compliance with Government Code Section 6509, designating the City of Ripon as the agency whose restrictions apply to JPA operations.

Approval by two-thirds of the member cities is required for the amendments to take effect.

Fiscal Impact:
There is no direct fiscal impact from approving the amended agreement. Participation in CSJVRMA continues to provide cost-effective risk management and insurance coverage for the City.

Prior City Council Actions:
The City of Exeter has been a member of CSJVRMA for decades and the last amendment to the agreement approved by the City Council was in 1994. No subsequent amendments have been made until this current update.

Attachments:

- CSJVRMA Letter (Dated 7/14/25)
- CSJVRMA JPA – Redline Copy
- CSJVRMA JPA – Clean Copy
- Resolution No. 2025-32

Recommended motion to be made by the City Council:
I move to adopt Resolution No. 2025-32, A Resolution of the City Council of the City of Exeter, approving the Amended and Restated Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority, as reviewed and approved by the City Attorney, and authorize the City Administrator to execute the agreement.

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

1750 Creekside Oaks Drive, Suite 200 ■ Sacramento, CA 95833
(916) 244-1100 ■ (800) 541-4591
Fax (916) 244-1199 ■ E-Mail jeanette.workman@sedgwick.com

Northern Region

Angels Camp
Atwater
Ceres
Escalon
Gustine
Hughson
Lathrop
Livingston
Newman
Oakdale
Patterson
Ripon
Riverbank
Sonora
Sutter Creek
Tracy
Turlock
Waterford

Central Region

Chowchilla
Clovis
Dinuba
Dos Palos
Firebaugh
Fowler
Huron
Kerman
Kingsburg
Los Banos
Madera
Mendota
Merced
Orange Cove
Parlier
Reedley
San Joaquin
Sanger
Selma

Southern Region

Arvin
Avenal
Corcoran
Delano
Exeter
Farmersville
Lemoore
Maricopa
McFarland
Porterville
Shafter
Taft
Tehachapi
Tulare
Wasco
Woodlake

DATE: July 14, 2025

TO: CSJVRMA Member City Councils

FROM: Jeanette Workman, Administrator

SUBJECT: AMENDED AND RESTATED CSJVRMA JOINT POWERS AGREEMENT – ACTION REQUIRED

The Central San Joaquin Valley Risk Management Authority's (CSJVRMA) staff and CSJVRMA Legal Counsel, Mr. John Lavra, in conjunction with the CSJVRMA Administration and Financial Services Subcommittee, who will make recommendations to the Executive Committee, are conducting a full review of the CSJVRMA governing documents to ensure they continue to reflect the CSJVRMA's current practices, legal requirements, and operational needs.

Pursuant to action by the Central San Joaquin Valley Risk Management Authority's (CSJVRMA) Executive Committee on June 26, 2025, we are forwarding to you an Amended and Restated Joint Powers Agreement for presentation and approval by your city's city council at their earliest opportunity.

Amendments to the Joint Powers Agreement require a written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the member cities. Upon signature by two-thirds (2/3rds) of the member cities, any member city failing or refusing to abide by such amendments may be involuntarily terminated as a party to the Agreement.

Mr. Lavra advised the Executive Committee that although the Joint Powers Agreement, even as last amended in 1994, meets the legal requirements as set forth in the government code for Joint Powers Authorities, the document has been updated as follows:

- Definitional terms have been defined more clearly.
- Language has been broadened to give leeway in the event the CSJVRMA wants to consider creating or participating in a captive agency.
- An addition was made pursuant to Government Code Section 6509 that was not part of the law in 1994 when CSJVRMA last amended the Agreement. The change requires JPAs to designate a member whose restrictions would apply to the operations of the JPA. Below is an excerpt from correspondence from Mr. Lavra:

  "This code section was enacted to prevent a local public entity from exercising powers inconsistent with its own charter, ordinance or resolution simply by becoming a member of a JPA. JPA's are formed to permit public entities to exercise powers on a collective basis, which they could, absent the JPA, exercise individually. However, the legislature wanted to place some restriction on the power of the JPA, without that JPA having to comply with all restrictions that might be in place for all of the members of the JPA. It would be unworkable, for instance, if the JPA had to satisfy or verify any and all

restrictions from the ordinances of all of the members of the JPA when transacting the business of the JPA. In order to strike a balance, section 6509 permits the JPA to agree to any restrictions in its exercise of powers based on the restrictions of one identified member city."

The City of Ripon has been added to the Agreement as the designated city under Government Code Section 6509 with City of Madera listed as a secondary city in the event the City of Ripon were to terminate its membership. These two cities have no restrictions in place that would conflict with the day-to-day operations of the JPA.

To assist you in presenting this information to your city council for approval, a redline version of the Joint Powers Agreement is attached. Also attached are the following:

- A proposed new Joint Powers Agreement to be executed upon approval by your city council.
- A sample resolution that can be used to document the action taken by your city council in approving the Amended and Restated Joint Powers Agreement. This document is also being provided in a Word format to allow you to modify as appropriate for adoption by your council when approving the Amended and Restated Joint Powers Agreement.

Upon approval of the new Joint Powers Agreement by your city council, the final document needs to be executed by your City Manager/Administrator or an authorized individual from your city. Please forward an original, signed copy of the new Joint Powers Agreement, along with a copy of the adopted and fully executed council resolution, to Samantha Zellmer, CSJVRMA Board Secretary, at the following address:

CSJVRMA
1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833

If you have any questions, please contact Jeanette Workman, CSJVRMA Administrator, at jeanette.workman@sedgwick.com or (916) 244-1110.

CENTRAL SAN JOAQUIN VALLEY

RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT

AS AMENDED JULY 1, 2025~~1994~~

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT
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AMENDED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AGREEMENT, dated for convenience this 1st day of July, 20251994, made and entered into by, between, and among those **Member Cities** which become parties to this Agreement by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this Agreement;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this Agreement desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial Agreement dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial Agreement was amended on January 1, 1985 and July 1, 1994 by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this Agreement which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said Agreement provides that amendments to the Agreement may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this Agreement by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended Agreement, dated July 1, 2025~~1994~~, which concurrently supersedes that certain Agreement creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I
DEFINITIONS

The following words, when typed in bold print within the provisions of this Agreement, shall have the following definitions:

"Administrator" shall mean that person or group appointed by the Executive Committee and given responsibility for the management, administration, and operation of the **Authority**.

"Agreement" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"Authority" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"Board of Directors" or **"Board"** shall mean the governing body of the **Authority**.

"Broker" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"Claims" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"Deposit Premium" shall mean the annual dollar amount determined by the Board of Directors payable by each Member City for the purpose of self-insurance coverage, excess insurance premiums, and administrative costs, charged for the purpose of carrying out the powers of the Authority. those funds charged for the purpose of self-insured coverage.

"Executive Committee" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased **insurance**.

"Joint Protection Programs" shall mean any program to provide risk sharing or **insurance** coverage under this Agreement and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding

of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the Executive Committeeparticipating **Member Cities**, containing the provisions setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the Agreement and the Bylaws, and has signed the Agreement.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**. ;

"Representative" shall mean the person, normally the City Manager/Administrator of the **Member City** , who has been designated in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The **Representative** must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the **Member City** and whose responsibilities include all or part of the **Member City's** risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposurearea without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II
PURPOSES

The purpose of this Agreement is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured claims and losses, to purchase or participate in excess pooling or excess insurance coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services;and share risks; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the Agreement.

ARTICLE III
CREATION OF JOINT POWERS AUTHORITY

~~A.~~

Pursuant to Section 6500, et. seq. of the California Government Code, the Authority is a public entity separate and apart from the parties to this Agreement. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this Agreement.

~~B.~~ It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this Agreement, even though some powers and procedures may be changed by this Agreement.

~~C.~~ The **Authority**, its **Board**, officers, membership, and staff shall be governed by this Agreement, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV
PARTIES TO AGREEMENT

~~A.~~ Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement~~.~~. Each party to the Agreement shall be bound by this Agreement when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended Agreement~~.~~. A party to this Agreement certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this Agreement and, in addition, with each city which may hereafter be added as a party to and may sign this Agreement~~.~~. Each city which has or may hereafter sign this Agreement also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.

~~B.~~ Each city which is a member of the **Authority** at the time this amended Agreement is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this Agreement.

ARTICLE V
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this Agreement pursuant to the Bylaws of the **Authority**.

ARTICLE VI
TERM OF AGREEMENT

This Agreement, as amended, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**~~—~~. When effective, this Agreement, as may be amended from time to time, shall continue thereafter until terminated as herein provided~~—~~. This Agreement shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII
POWERS OF THE **AUTHORITY**

~~A. The **Authority** shall have all of the powers common to **Member Cities** and all additional powers set forth in Section 6500, et. seq. and Section 989, et. seq. of the Government Code and other applicable law. The **Authority** shall have all of the rights, immunities, privileges, and defenses afforded each **Member City** and peculiar to the particular **Member City** being sued or against which there has been a claim.~~

Pursuant to and to the extent required by Government Code section 6509, the Authority shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the Authority, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. ~~to m~~Make and enter into contracts;
2. ~~to i~~Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** ~~which is a part of this Agreement~~except as otherwise provided;

3. ~~to a~~Assess **Member Cities** as deemed appropriate ~~for good cause as determined~~ by the **Executive Committee**;
4. ~~to a~~Acquire, hold, or dispose of real and personal property;
5. ~~to r~~Receive contributions and donations of property, funds, services, and other forms of assistance from any source~~s~~;
6. ~~to s~~Sue and be sued in its own name;
7. ~~to e~~Employ agents and employees;
8. ~~to a~~Acquire, construct, manage, and maintain buildings;
9. ~~to l~~Lease real or personal property, including property~~that~~ of a **Member City**; and
10. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

~~B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.~~ This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII
BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one ~~-~~**Representative** from each **Member City**, each serving in an individual capacity as a member of the **Board**~~.~~. Each **Member City** shall appoint one **Representative**~~.~~. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate~~.~~. Each **Member City** shall also appoint one alternate **Representative**~~.~~. The alternate **Representative** may attend and may participate in any meeting of the **Board**~~.~~. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote~~.~~. Each **Representative** serves at the pleasure of the **Member City** being represented~~.~~. Each **Representative** has one vote as the member of the **Board**~~.~~. **Representatives** are not entitled to compensation~~.~~. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE **BOARD**

The **Board** shall hold at least two meetings each year~~.~~. The ~~-~~**Executive Committee** shall determine~~fix by resolution~~ the date upon which and the hour and place at which each regular meeting is to be held.

Commented [JW1]: Meetings will continue to be adopted by the EC, but in a less formal manner than by resolution.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special meeting by filing a written request with the Secretary~~.~~. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for

notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept~~.~~. As soon as possible after each meeting, copies of the minutes shall be forwarded to each ~~-~~**Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business~~.~~. However, less than a quorum may adjourn from time to time~~.~~. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**~~.~~. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

1. Amendments to~~To change~~ the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. ~~To~~ creation of~~e~~ any new **Joint Protection Program**;
3. ~~To~~ termination of a~~e~~ any **Joint Protection Program**;
4. ~~To~~ expulsion of~~el~~ a **Member City**;
5. ~~To~~ adoption of an operating budget for the **Authority**;
6. ~~To change or revise~~Amendments to the **Authority's** Conflict of Interest Code; and
7. ~~To~~ A~~a~~uthorization for ~~e~~ the issuance, modification, or defeasance of bonds.

ARTICLE IX
BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this Agreement.

ARTICLE X
EXECUTIVE COMMITTEE

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**~~.~~. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI
OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer~~.~~ . Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable~~.~~ . All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

The ~~president shall appoint someone other than the treasurer to perform the~~ functions of auditor/controller of the **Authority** shall be performed by the **Authority's** ~~contracted administration firm~~officers or employees ~~or in-house staff, or the president may assume these functions as a collateral duty of the presidency. The auditor/controller must be a member of the Board~~.~~ ~~ The T~~t~~reasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6~~. The **Board** shall require the treasurer and auditor/controller to file with the **Authority** an official bond in the amount to be fixed by the **Board**. The **Authority** shall pay the cost of bond premiums required by this section.~~ The **Authority** shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.

Commented [JR2]: Staff conformed this section to reflect current practices/align with 6505.6.

ARTICLE XII
JOINT PROTECTION PROGRAMS

~~A.~~ The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable~~.~~ . All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws~~.~~ . All other **Joint Protection Programs** shall be optional~~.~~ . The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.

~~B.~~ Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating **Member City** of another program~~.~~ . A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program~~.~~ . Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII
RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve

to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The funds ~~treasurer~~ shall be invested ~~and reinvest the funds~~ in compliance with the **Authority**'s Investment Policy and relevant ~~S~~state laws. ~~and in the same manner as if they were **Member City** funds.~~

Refunds shall be made in accordance with the **Master Plan Document** for each program.

ARTICLE XIV
OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums**, **broker's** fees, adjusting fees, consultant and legal fees, and such other items as are appropriate. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV
BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI
FUNDING AND PROCEDURES FOR CALCULATING
ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII
RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this Agreement:

1. assist **Member Cities** in developing their risk management programs ;
2. participate in risk management advisory committees formed by **Member Cities**;
3. provide loss prevention, safety, and security services;
4. provide all program services as required by program **Master Plan Documents** ;
5. provide loss analysis control by use of statistical analysis, data processing, and

Commented [JR3]: This change is to allow for the potential formation of a captive entity, and investment under other state laws.

Commented [JR4]: The MPD will be amended to provide for flexibility in the payment of refunds. Recall board action to ratify decisions of executive committee in withholding refund amounts.

record and file keeping services~~.~~. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

6. conduct risk management audits to review the participation of each **Member City** in the program; and
7. perform other functions as required by the **Board** for the purpose of accomplishing the goals of this Agreement.

ARTICLE XVIII
RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. pay all financial obligations to the **Authority** within the time prescribed;
2. appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. ~~adopt a risk management program ;~~carry out the duties and responsibilities as assigned or mandated by the Board of Directors and/or the Executive Committee which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority,** and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. ~~establish a risk management advisory committee to work with the risk manager of the **Authority**;~~
6. ~~maintain an active safety committee;~~
7. report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
8. permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
9. ~~submit DE3 DPs to the **Authority** concurrent with the submission dates established by the State of California;~~
10. submit underwriting information requested by the **Authority** on a timely basis;
11. provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
12. cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
13. cooperate to the fullest extent with the **Authority**'s Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
14. comply with risk management requirements established under the authority of this Agreement.

Commented [JW5]: This will be included in the program master plan document

ARTICLE XIX

WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program~~.~~ . A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX
INVOLUNTARY TERMINATION

A **Member City** may be removed from this Agreement by a two-thirds (2/3rds) vote of the **Board** for non-compliance with~~-~~ any provision of the governing documents~~.~~ . Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI
CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this Agreement, the Bylaws, Resolutions, and the **Master Plan Documents** of **Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII
REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

~~A.~~ In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**~~.~~ . The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**~~.~~ . The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**~~.~~ . Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to

participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**~~.~~ ~~-~~. The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**~~.~~ ~~—~~. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV
AUDIT

~~A.~~ The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV
ARBITRATION

Any controversy between the parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**,
AND MEMORANDA OF COVERAGE

Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this Agreement, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this Agreement~~.~~. In the event action is instituted by the **Authority** to enforce any term of this Agreement, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This Agreement may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this Agreement~~.~~. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this Agreement as provided herein.

ARTICLE XXIX
NOTICES

Notices under this Agreement shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____ _____

MEMBER CITY

BY: _____

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT

AS AMENDED AND RESTATED

EFFECTIVE JULY 1, 2025

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AND RESTATED **AGREEMENT**, dated for convenience this 1st day of July 2025, made and entered into by, between, and among those **Member Cities** which become parties to this **Agreement** by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this **Agreement**;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this **Agreement** desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial **Agreement** dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial **Agreement** was amended on January 1, 1985, and July 1, 1994, by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this **Agreement** which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said **Agreement** provides that amendments to the **Agreement** may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this **Agreement** by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended and restated **Agreement**, dated July 1, 2025, which concurrently supersedes that certain **Agreement** creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I
DEFINITIONS

The following words, when typed in bold print within the provisions of this **Agreement**, shall have the following definitions:

"Administrator" shall mean that person or group appointed by the **Executive Committee** and given responsibility for the management, administration, and operation of the **Authority**.

"Agreement" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"Authority" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"Board of Directors" or **"Board"** shall mean the governing body of the **Authority**.

"Broker" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"Claims" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"Deposit Premium" shall mean the annual dollar amount determined by the Board of Directors payable by each **Member City** for the purpose of **self-insurance** coverage, excess **insurance premiums**, and administrative costs, charged for the purpose of carrying out the powers of the **Authority**.

"Executive Committee" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased **insurance**.

"Joint Protection Programs" shall mean any program to provide risk sharing or **insurance** coverage under this **Agreement** and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the **Executive Committee**, setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the **Agreement** and the Bylaws and has signed the **Agreement**.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"Representative" shall mean the person, **designated** in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The **Representative** must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the **Member City** and whose responsibilities include all or part of the **Member City's** risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II
PURPOSES

The purpose of this **Agreement** is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured **claims** and losses, to purchase or participate in excess pooling or excess **insurance** coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the **Agreement**.

ARTICLE III
CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500, et. seq. of the California Government Code, the **Authority** is a public entity separate and apart from the parties to this **Agreement**. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this **Agreement**.

It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this **Agreement**, even though some powers and procedures may be changed by this **Agreement**.

The **Authority**, its **Board**, officers, membership, and staff shall be governed by this **Agreement**, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV
PARTIES TO **AGREEMENT**

Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. Each party to the **Agreement** shall be bound by this **Agreement** when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended and restated **Agreement**. A party to this **Agreement** certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this **Agreement** and, in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**. Each city which has or may hereafter sign this **Agreement** also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this **Agreement** nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.

Each city which is a member of the **Authority** at the time this amended and restated **Agreement** is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**.

ARTICLE V
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this **Agreement** pursuant to the Bylaws of the **Authority**.

ARTICLE VI
TERM OF **AGREEMENT**

This **Agreement**, as amended and restated, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this **Agreement**, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This **Agreement** shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII
POWERS OF THE **AUTHORITY**

Pursuant to and to the extent required by Government Code section 6509, the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the **Authority**, then the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. Make and enter into contracts;

2. Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** except as otherwise provided;
3. Assess **Member Cities** as deemed appropriate by the **Executive Committee**;
4. Acquire, hold, or dispose of real and personal property;
5. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
6. Sue and be sued in its own name;
7. Employ agents and employees;
8. Acquire, construct, manage, and maintain buildings;
9. Lease real or personal property, including property of a **Member City**; and
10. To exercise all powers necessary and proper to carry out the terms and provisions of this **Agreement** or otherwise authorized by law.

This **Agreement** shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII
BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one **Representative** from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE **BOARD**

The **Board** shall hold at least two meetings each year. The **Executive Committee** shall determine the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special

meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. As soon as possible after each meeting, copies of the minutes shall be forwarded to each **Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

1. Amendments to the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. Creation of any new **Joint Protection Program**;
3. Termination of any **Joint Protection Program**;
4. Expulsion of a **Member City**;
5. Adoption of an operating budget for the **Authority**;
6. Amendments to the **Authority's** Conflict of Interest Code; and
7. Authorization for the issuance, modification, or defeasance of bonds.

ARTICLE IX
BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this **Agreement**.

ARTICLE X
EXECUTIVE COMMITTEE

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI
OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

The functions of auditor/controller of the **Authority** shall be performed by the **Authority's** officers or employees. The Treasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. The **Authority** shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.

ARTICLE XII
JOINT PROTECTION PROGRAMS

A. The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.

B. Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating Member City of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII
RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The funds shall be invested in compliance with the **Authority**'s Investment Policy and relevant state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

ARTICLE XIV
OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums**, **broker's** fees, adjusting fees, consultant and legal fees, and such other items as are appropriate. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV
BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI
FUNDING AND PROCEDURES FOR CALCULATING
ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII
RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this **Agreement**:

1. Assist **Member Cities** in developing their risk management programs;
2. Participate in risk management advisory committees formed by **Member Cities**;
3. Provide loss prevention, safety, and security services;
4. Provide all program services as required by program **Master Plan Documents**;
5. Provide loss analysis control by use of statistical analysis, data processing, and record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. Conduct risk management audits to review the participation of each **Member City** in the program; and
7. Perform other functions as required by the **Board** for the purpose of accomplishing the goals of this **Agreement**.

ARTICLE XVIII
RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. Pay all financial obligations to the **Authority** within the time prescribed;
2. Appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. Conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. Carry out the duties and responsibilities as assigned or mandated by the **Board of Directors** and/or the **Executive Committee** which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority,** and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. Report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
6. Permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
7. Submit underwriting information requested by the **Authority** on a timely basis;
8. Provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
9. Cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
10. Cooperate to the fullest extent with the **Authority**'s Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
11. Comply with risk management requirements established under the authority of this **Agreement**.

ARTICLE XIX
WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX
INVOLUNTARY TERMINATION

A **Member City** may be removed from this **Agreement** by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI
CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this **Agreement**, the Bylaws, Resolutions, and the **Master Plan Documents** of **Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII
REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.

The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV
AUDIT

The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV
ARBITRATION

Any controversy between the parties hereto arising out of this **Agreement** shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**, AND MEMORANDA OF COVERAGE

Each party to this **Agreement** by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this **Agreement**, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this **Agreement**. In the event action is instituted by the **Authority** to enforce any term of this **Agreement**, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This **Agreement** may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this **Agreement**. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this **Agreement** as provided herein.

ARTICLE XXIX
NOTICES

Notices under this **Agreement** shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This **Agreement** may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____ _____

MEMBER CITY

BY: _____

RESOLUTION APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

WHEREAS, the CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation, and property damage;

WHEREAS, the City of ____ is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above;

WHERAS, the City of ____ is a member of the CSJVRMA;

WHEREAS, the Joint Powers Agreement which was created establishing the CSJVRMA allows for amendment of the agreement upon approval by the City Council of two thirds of the members of the CSJVRMA;

WHEREAS, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July1, 1994, and as amended July 1, 2025, a copy of which is attached hereto and incorporated herein;

The City hereby resolves:

IT IS HEREBY RESOLVED that the City Council of _____ _____ approves the Central San Joaquin Valley Risk Management Authority Joint Powers Agreement, dated July 1, 1994, as amended and restated on July 1, 2025, and in the form as attached hereto, and it is FURTHER RESOLVED that the City Manager/Administrator is authorized and directed to execute such agreement.

The forgoing resolution was adopted this _____ day of _____, 20__ by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
MAYOR/CITY MANAGER

ATTEST:

_____
CITY CLERK

RESOLUTION 2025-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER, APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

WHEREAS, the CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation, and property damage;

WHEREAS, the City of Exeter is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above;

WHERAS, the City of Exeter is a member of the CSJVRMA;

WHEREAS, the Joint Powers Agreement which was created establishing the CSJVRMA allows for amendment of the agreement upon approval by the City Council of two thirds of the members of the CSJVRMA;

WHEREAS, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July 1, 1994, and as amended July 1, 2025, a copy of which is attached hereto and incorporated herein;

The City hereby resolves:

IT IS HEREBY RESOLVED that the City Council of Exeter approves the Central San Joaquin Valley Risk Management Authority Joint Powers Agreement, dated July 1, 1994, as amended and restated on July 1, 2025, and in the form as attached hereto, and it is FURTHER RESOLVED that the City Administrator is authorized and directed to execute such agreement.

The forgoing resolution was adopted this 12th day of August 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____

Jacob Johnson, Mayor

ATTEST:

_____

Francesca Quintana, City Clerk

Agenda Item Staff Report

Agenda Item Number: **I.8.**

Meeting Date:
August 12, 2025

Wording for Agenda:
Affirming the Goals and Objectives Established by the City Council at the City Council Special Meeting on June 24, 2025.

Submitting Department:
City Administrator

Contact Name:
Jason Ridenour, City Administrator

For action by:
☒City Council

Regular Session:
☒Consent Calendar
☐Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Department Recommendation:
Staff recommend that the City Council affirm the goals and objectives established by the City Council at the City Council Special Meeting held on June 24, 2025.

Summary:
The City Council held a Goals and Objectives Session on June 24, 2025, and established goals for the year centered around the public safety, quality of life, economic development and housing, policy, and financial goals.

Background:
The City Council held a Goals and Objectives Session on June 24, 2025, and established goals and objectives for the year centered around the public safety, quality of life, economic development and housing, policy, and financial goals. Below is a list of the goals and objectives established by the City Council.

Public Safety

- Continue Police Officer recruitment and retention efforts to maintain a fully staffed department.
- Complete Police Department/Administration building remodel project
- Increase traffic safety enforcement.
- Maintain Police Department fleet and equipment.

- Coordinate with neighborhood watch groups.
- Develop liaison program with Exeter Unified School District.
- Continue to assess homelessness in the community.
- Conduct a Public Safety Task Force meeting and provide updated information and data as needed.
- Maintain fire hydrant system.

Policy

- Review of City Contracts.
- Establish a formal written Budget Reserve Policy.
- Establish standard procedures and a system (software solution) for staff to receive and process Public Works and Code Enforcement concerns from the community.
- Require background checks on volunteers.

Quality of Life/Economic Development/Housing

- Conduct a joint City Council and Exeter Union School District Board meeting.
- Conduct a Joint meeting with Planning Commission.
- General Plan update.
- Zoning Ordinance update.

Fiscal Impact:

There is no fiscal impact associated with this item.

Prior City Council Actions:

The City Council held a Special Meeting on June 24, 2025, to establish goals and objectives.

Recommended motion to be made by the City Council:

I move to affirm the goals and objectives included herein established at the Special City Council Meeting on June 24, 2025.

Agenda Item Staff Report

Agenda Item Number: **I.9.**

Meeting Date:
August 12, 2025

For action by:
☒City Council

Regular Session:
☒Consent Calendar
☐Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

_____

Wording for Agenda:
Adoption of Resolution No. 2025-35, A Resolution of the City Council of the City of Exeter, to Direct the City Administrator to Sign an Amendment to the Supplement to the Measure R Program Cooperative Agreement.

Submitting Department:
Public Works

Contact Name:
Eddie Wendt, Operations Manager

Department Recommendation:
City Staff recommend that the City Council adopt Resolution No. 2025-35, A Resolution of the City Council of the City of Exeter, to Direct the City Administrator to Sign an Amendment to the Supplement to the Measure R Program Cooperative Agreement.

Summary & Background:
Adoption of Resolution No. 2025-35 (attached to this report) would allow the City Administrator to an execute an amendment to the existing Measure R Program Supplement to the Measure R Cooperative Agreement with the Tulare County Transportation Authority (TCTA) for up to $600,000 in funds from the K Road Corridor Bike/Pedestrian project allocation to be used on pedestrian improvements in Exeter downtown area.

The original agreement with TCTA allocated $400,000 in ARPA funds from the City to be combined with up to $600,000 in Measure R funding through TCAG for improvements in the downtown area—specifically between H Street and D Street. This funding structure was approved by the City Council on March 26, 2024, via Resolution No. 2024-06, and by TCAG through Measure R Agreement No. B20240014 on the same date. The total cost for purchasing the streetlights and poles came to $453,191.27, leaving a remaining balance of $146,809 available for installation.

The City of Exeter is requesting an allocation of Measure R funds in an amount not to exceed $600,000 to support the replacement of streetlights in the downtown area. Many of the existing streetlights—particularly in the area between H Street and D Street—are outdated and currently non-functional due to internal components that are obsolete and no longer supported. The lack of adequate lighting has created significant safety concerns for pedestrians, motorists, cyclists, transit users, and others who live in, work in, or visit the downtown area.

An amendment via City Council Resolution must be executed to ensure the City of Exeter remains eligible to receive these Measure R funds. A copy of the proposed amendment is included as Attachment A.

Anticipated Project Schedule:

- Design: Completed in April 2024
- Construction: Revised to begin in Fall 2025

Funding Summary (as amended):

Funding Source	**Design**	**Construction**	**Total**
City of Exeter	Local Funds	$0	TBD
Measure R (Air Quality)	N/A	Up to $600,000	$600,000

Note: This agreement is for construction reimbursement. Measure R funds will be banked with TCAG until the project enters the construction phase.

Fiscal Impact:

This action makes available up to $600,000 from the Tulare County Association of Governments (TCAG) Measure R Transportation Authority Funds to the City of Exeter for the replacement of streetlights in the downtown business district. These funds will support final design, construction, and installation efforts.

Council is requested to approve an amendment to the original Measure R Supplemental Cooperative Agreement to reflect this updated funding structure—removing the original $400,000 local match requirement—and fully appropriating Measure R funds for the project.

Prior Council/Board Actions:

- Resolution 2024-06

Attachments:

- Measure R Program Supplement Amendment to Cooperative Agreement
- Resolution No. 2025-35

Recommended motion to be made by the City Council:

I move to adopt Resolution No. 2025-35, A Resolution of the City Council of the City of Exeter, to Direct the City Administrator to Sign an Amendment to the Supplement to the Measure R Program Cooperative Agreement

MEASURE R PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

AUTHORITY Agreement No. B20240014

This Program Supplement is made and entered into on 26-MAR-2024, by and between the City of Exeter (SPONSOR) and the Tulare County Association of Governments, acting as the Local Transportation AUTHORITY (AUTHORITY).

This Program Supplement herby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures which was entered into between the SPONSOR and AUTHORITY on February 26, 2024 and is subject to all terms and conditions therof. This Program supplement is executed under authority of Resolution No. 2024-06, dated March 26, 2024. Project scope, costs and schedule are incorporated herein as Attachment "A" and agreed upon by Sponsor and Authority for Agreement with the Tulare County Transportation Authority (TCTA) for up to $600,000 in funds from the K Road Corridor Bike/Pedestrian project allocation to be used on pedestrian streetlight improvements in Exeter downtown area. This supplement agreement will be reviewed and updated annually on June 1st for the following fiscal year. Additionally, all information for the projects within this exchange will be reported on the quarterly Measure R reports under the Bike -Environmental section.

Covenants of SPONSOR

1.1 This Program Supplemental agrees that it will only proceed with work authorized for specific phase(s) with written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY Action. This agreement replaces previous executed agreements for the project.

1.2 The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.

1.3 Award information shall be submitted by the SPONSOR to the AUTHORITY with 60 days after the project contract award.

1.4 Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.

1.5 If no costs have been invoiced for a six month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and target billing amount.

IN WITNESS WHEREOF, the undersigned parties have executed this Supplemental Agreement on the day and year first written above.

COUNTY OF TULARE TRANSPORTATION AUTHORITY

County of Tulare Transportation Authority

By: _____ Attest: _____

Authority Director

City of Exeter

By:_____ Attest:_____

City Administrator

MEASURE R PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

AUTHORITY Agreement No. B20240014

Attachment A
Project Name Exeter Downtown Streetlight

Project Scope

The City of Exeter requests Measure R funds in the amount not to exceed $600,000 to support the replacement of streetlights in their central downtown business district. In the original agreement, The City of Exeter agreed to contribute the first $400,000 (using ARPA funds) as a match toward this project, however, the City has re-allocated those funds and has requested an amendment to the original Measure R Program Supplement to Cooperative Agreement. The original total cost was estimated at $750,000 of which the first $400,000 will be paid by the City of Exeter. The revised cost is up to $600,000 including installation and is requesting that the "first $400,000 will be paid by the City of Exeter" to be amended to $0 and Measure R will fund up to $600,000 for the purchasing and installation of the City Street Lights. Many of the streetlights in the downtown area (specifically between H Street and D Street) have become antiquated and currently out of service due to non-working internal components which are obsolete and no longer available. This has posed a major safety concern for pedestrians, motorists, cyclists, transit users and other people who live, work and visit the City of Exeter.

Anticipated Project Schedule
Design – completion in April 2024
Right of Way – NA
Construction – may begin in FY 2023/24 or 2024/25 or when funding is made available and streetlights have been purchased and delivered for installation. Construction is Revised to begin Fall 2025.

Sources and Use of Funds

Funding Source	Exeter	Measure R Air Quality
Design	Local funds	NA
Right of Way	NA	NA
Construction	~~$400,000~~ $0	up to $600,000
Total Funding	TBD	$6,000,000

***- This Agreement is for Construction Reimbursement when project enters into construction contract in the future. Exeter will bank fund with TCAG until project is in construction.**

RESOLUTION 2025-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER TO DIRECT THE CITY ADMINSTRATOR TO SIGN AN AMENDMENT TO THE SUPPLEMENT TO THE MEASURE R PROGRAM COOPERARIVE AGREEMENT

WHEREAS, in November of 2006 the voters of Tulare County approved Measure R; and

WHEREAS, Measure R is a ½ cent sales tax that addresses the major regional, local, and transit/bike/environmental report transportation needs in Tulare County; and

WHEREAS, the City of Exeter's streetlights in the downtown area have become antiquated and many are currently out of service due to non-working internal components which are obsolete and no longer available; and

WHEREAS, the non-working lights pose a major safety concern for pedestrians, motorists, cyclists, transit users, and other people who live, work and visit the City of Exeter downtown area; and

WHEREAS, the City Council originally approved Measure R Supplemental Agreement with Tulare County Transportation Authority for $600,000 with the City originally contributing $400,000 from ARPA funds through Measure R agreement No. B20240014; and

WHEREAS, the City Council wishes amend the original Measure R Supplemental agreement to replace the downtown streetlights by utilizing Measure R funding only for up to $600,000 to replace said downtown street lighting;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Exeter, that the Council hereby directs the City Administrator to execute an Amendment to the original Measure R Supplemental Agreement with the Tulare County Transportation Authority for up to $600,000 from Measure R to replace and install the Exeter Downtown Lighting which is being funded from the K Road Corridor Bike/Pedestrian project allocation and remove the $400,000 ARPA funds.

PASSED, APPROVED AND ADOPTED this 12th day of August, 2025.
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jacob Johnson, Mayor

ATTEST:

_____
Francesca Quintana, City Clerk

Agenda Item Staff Report

Agenda Item Number: **I.10.**

For action by:
☒City Council

Regular Session:
☒Consent Calendar
☐Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
August 12, 2025

Wording for Agenda:
Authorizing the award for the total cost to install the Downtown Streetlight Project from the contractor GBI Electric of Palmdale, CA for $76,770.00, establish a contingency of $7,677.00, and allocate $7,677.00 for project management and inspection services.

Submitting Department:
Public Works

Contact Name:
Zachary Boudreaux, Public Works Director

Department Recommendation:
City Staff recommend that the City Council authorize the award for the installation of the Downtown Streetlight Project to the contractor GBI Electric Inc. of Palmdale, CA for the total price of $76,770.00, establish a contingency of $7,677.00, and allocate $7,677.00 for project management and inspection services.

Summary:
On October 8, 2024, the City Council authorized the City Administrator to make a sole source purchase of the Downtown Streetlights from Platt Electric Supply of Visalia, CA at a total cost, including sales tax, of $388,815.18. On November 12, 2024, the Council authorized an increase to include Ground Fault Interrupter (GFI) outlets on all the poles, as well as modified base plates. This authorization included an adjustment to $417,915.63 for the total cost of the materials.

On July 22, 2025, the City released the "Request for Proposal (RFP) and published the "Notice to Bid" with a bid opening date of August 4, 2025. 3 contractors bid on the project, the amounts are shown below:

Contractor	Date Received	Bid Amount
GBI Electric, Inc	4-Aug-25	$ 76,770.00
AC Electric	4-Aug-25	$ 81,711.00
Power Design	4-Aug-25	$ 119,808.00

The City recommends selecting GBI Electric, Inc. This cost, including contingency and project management combined with the material cost of $417,915.63 is $510,039.63, which is below the $600,000 in Measure R funding provided by the Tulare County Association of Governments (TCAG) for the streetlight project.

Background:

The City owned streetlights in the downtown area have become antiquated and many are currently out of service due to non-working internal components which are obsolete and no longer available. This has posed a major safety concern for pedestrians, motorists, cyclists, transit users, and other people who live, work and visit the City of Exeter Downtown. In addition, all of the lights had individual light sensors that required periodic replacement. Lastly, the GFCI outlets used for special lighted decorations for special occasions, operated off the same circuit as the lights requiring special operations. This project includes modifications to the controls and circuitry to address the shortcomings of the existing system.

On June 11, 2024, the City Council approved a Work Authorization and Task Order for QK (City Contract Engineer) to complete the design for the Downtown Streetlight Replacement Project.

On August 27, 2024, the City Council reviewed a variety of streetlight type and style selections from multiple manufacturers and provided direction to the City Engineer to bring a final selection of streetlights back to the Council with increased detail based on the discussion.

On September 10, 2024, the City Engineer returned with streetlight types, styles and options that met the direction given by Council during the August 27, 2024, meeting from three different manufacturers and the Council selected their preferred manufacturer, Sternberg lighting.

On September 24, 2024, the City Engineer presented the streetlight type, style and options from the Council selected manufacturer, along with cost estimates. The City Council confirmed the streetlight selection and affirmed the engineer's cost estimates for the streetlight purchase and installation.

On October 8, 2024, the City Council authorized the City Administrator to make a sole source purchase of the Downtown Streetlights, as selected by the City Council at their September 24, 2024, meeting from Platt Electric Supply of Visalia, CA at a total cost, including sales tax, of $388,815.18.

On November 12, 2024, the City Council approved an amendment to the total cost to $395,645.25 to provide Ground Fault Interrupter (GFI) outlets on each of the poles.

On July 22, 2025, the City released the "Request for Proposal (RFP) and published the "Notice to Bid" with a bid opening date of August 4, 2025. GBI Electric Inc. of Palmdale, CA for the total price of $76,770.00. There was one bid discrepancy as bid item number 6 did not explicitly state installation of the delivered poles. QK verified with GBI Electric that installation was included in their proposal. GBI Electric agreed to modify the bid item language in the contract that will be signed.

Fiscal Impact:

The total cost of the installation for the new Downtown Streetlight Project, including contingency and project management is $92,124.00. The project will be funded using a portion of $600,000 allocated from TCAG's Transportation Authority - Measure R Funds.

Prior Council/Board Actions:

On June 13, 2023, the Council authorized use of $400,000 of ARPA funding to provide a match to the Clean California Grant application to facilitate replacement of the City owned street lights in the downtown area. The Clean California Grant was not awarded to the City of Exeter.

On March 26, 2024, the Council adopted Resolution 2024-06 authorizing the City Administrator to execute a Measure R Supplemental Agreement with the Tulare County Transportation Authority for up to $600,000 of Measure R funding for replacement of the City owned downtown area streetlights and authorized $400,000 of ARPA funding to be used as the match for this street light replacement.

On June 11, 2024, the Council approved a Work Authorization and Task Order for QK to complete the design for the Downtown Streetlight Replacement Project.

On August 27, 2024, the Council reviewed a variety of streetlight types, styles and options from multiple manufacturers and gave the City Engineer direction.

On September 10, 2024, the City Engineer presented the Council with selected types, styles and options of streetlights from three manufacturers and the Council selected a preferred manufacturer.

On September 24, 2024, the City Council confirmed the streetlight selection and affirmed the engineer's cost estimates for the streetlight purchase and installation.

On October 8, 2024, the City Council authorized the City Administrator to make a sole source purchase of the Downtown Streetlights from Platt Electric Supply of Visalia, CA at a total cost, including sales tax, of $388,815.18.

On November 12, 2024, the City Council approved an amendment to the total cost to $395,645.25 to provide Ground Fault Interrupter (GFI) outlets on each of the poles.

Environmental Clearance:

Project is Categorically Excluded under NEPA and Categorically Exempt under CEQA.

Attachments:

- Bid Proposal Summary/Recommendation

Recommended motion to be made by the City Council:

I move to authorize the award for the total cost to install the Downtown Streetlight Project from the contractor GBI Electric, Inc of Palmdale, CA for $76,770.00, establish a contingency of $7,677.00, and allocate $7,677.00 for project management and inspection services.

901 East Main Street | Visalia, CA 93292 | (559) 733-0440

August 6, 2025

Jason Ridenour
City Administrator
City of Exeter
350 W Firebaugh
Exeter, CA 93221

Subject: Letter of Recommendation for City of Exeter Downtown Streetlight Replacement Project

Dear Jason Ridenour:

The bid opening that took place on August 4, 2025, for the City of Exeter Downtown Streetlight Replacement Project had a total of three bid submissions. The lowest apparent bid was $76,770.00 submitted by GBI Electric, Inc. out of Palmdale, Ca. There were two other bid submitted ranging upwards as follows:

Branson Industries LLC	$81,711.00
Power Design Electric	$119,808.00

The Opinion of Probable Construction Costs for the project was $80,000.00.

We have reviewed the bid proposal package for GBI Electric, Inc and find it to be complete and responsive. The Contractor holds a valid and current license and is registered with the DIR. We recommend that the Council award the project to the lowest responsible bidder, GBI Electric, Inc, for the amount of $76,770.00.

Sincerely,

Martin Querin, PE
City of Exeter – City Engineer

Enclosures: Staff Report

240126
MAM/JD

Agenda Item Staff Report

Agenda Item Number: **I.11.**

Meeting Date:
August 12, 2025

Wording for Agenda:
Approval for the City Administrator to enter into a five-year lease agreement with Axon Enterprise, Inc. for the procurement of 15 Officer Safety Plan Bundles, including body-worn cameras, TASER 10 conducted energy weapons, and associated software, training, and support services.

Submitting Department:
Police

Contact Name:
Rob Schimpf, Chief of Police

For action by:
☒City Council

Regular Session:
☒Consent Calendar
☐Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Department Recommendation:
City Staff recommends that the City Council authorize the City Administrator to enter into a five-year lease agreement with Axon Enterprise, Inc. for the procurement of 15 Officer Safety Plan Bundles, including body-worn cameras, TASER 10 conducted energy weapons, and associated software, training, and support services.

Staff further recommend that the City Council authorize the City Administrator, with the concurrence of the Chief of Police, to enter into a separate agreement for up to three additional Officer Safety Plan 10 bundles, as needed to support future staffing levels established by the City Council.

Summary:
The Exeter Police Department is requesting authorization to enter into a five-year lease agreement with Axon Enterprise, Inc. for the purchase of modern body-worn camera and TASER equipment, digital evidence management tools, and virtual reality training. The package includes 15 bundles to meet current operational needs, with the option to expand by three additional bundles as staffing increases. The agreement ensures compliance, enhances officer safety, and promotes efficiency while leveraging existing budget resources and available credits from the prior contract.

Background:

The Exeter Police Department seeks to modernize its officer safety equipment by transitioning to Axon's integrated digital evidence and less-lethal solution platform. This includes the deployment of Axon Body 4 cameras and TASER 10 devices, which together provide real-time situational awareness, enhanced evidence capture, and improved accountability.

The agency is currently in year five of a five-year contract with Axon for Body Camera 3 units, which is set to expire on August 31, 2025. Under the current agreement, the City pays $22,000.67 annually, for a total cost of $110,003 over the term. That contract was limited to body-worn cameras only and did not include any provision for TASER electronic control devices (ECDs). The department presently issues the TASER X26P model, which was introduced in 2013 and discontinued by Axon in 2021. Those devices were purchased outright and have since reached end-of-life support. Axon has transitioned to a subscription-based model for its body camera and TASER product lines, necessitating an updated agreement that incorporates both technologies under a unified service and support plan.

The department's aging TASER X26P units have increasingly shown signs of failure and reduced effectiveness in the field. These older models lack technical advancements and improved reliability of the current TASER 10 platform. The diminished performance not only reduces operational efficiency but also introduces increased liability risk to the City and the department. Should a device fail during a use-of-force incident, officers may be forced to escalate to higher levels of force that otherwise could have been avoided through successful deployment of a properly functioning electronic control device.

The department's current Axon contract also includes limited cloud storage for digital evidence, which the Exeter Police Department has already exceeded due to increasing evidentiary demands and longer retention requirements. Maintaining the chain of custody and proper metadata tagging within a secure cloud-based platform is critical for the successful prosecution of criminal cases. Under the proposed subscription model, Axon will upgrade the department to unlimited cloud storage, which will apply not only to new evidence moving forward but also to all previously stored digital evidence. This enhancement ensures long-term storage scalability while preserving best practices for evidentiary integrity.

The proposed lease includes the following components:

(15) Officer Safety Plan 10 Bundles, which include:

- Axon Body 4 Cameras with mounts, USB-C cables, and magnetic disconnects
- TASER 10 devices, including magazines, holsters, training cartridges, and all necessary accessories
- Unlimited cloud-based digital evidence storage via Evidence.com
- 5-Year Warranty with hardware refresh at Year 2.5 and Year 5
- Axon VR training equipment and on-demand certification
- Replacement Access Program for TASER cartridges
- Redaction Assistant (automated video redaction tool): $9,765 total / $1,953 annually
- Auto-Tagging (automated metadata tagging): $9,765 total / $1,953 annually

- Full TASER 10 User Certification and Training for all officers

The department is currently requesting to lease 15 Officer Safety Plan 10 bundles to meet both our immediate operational needs and projected staffing levels in the near future. While the Exeter Police Department is allotted 18 full-time sworn officer positions, we are intentionally limiting the initial lease to 15 units to support currently filled positions and avoid expending funds on unstaffed roles. These initial units will provide coverage for all full-time sworn personnel and include a small number of additional units designated for use by reserve police officers on an as-needed basis. As additional full-time positions are filled, the department would seek to acquire additional Axon bundles to ensure all officers are properly equipped without incurring premature or unnecessary costs.

Enhanced Operational Features

The proposed Axon lease agreement includes two optional but highly beneficial software tools: Auto-Tagging and Redaction Assistant. These features are designed to improve operational efficiency, enhance legal compliance, and reduce overall personnel costs.

Auto-Tagging automatically applies metadata to body-worn camera footage based on computer aided dispatch and records management system integration. Currently, officers are required to manually tag each video at the end of their shift, which extends their time on duty and often results in overtime. By automating this task, the department can significantly reduce the amount of time officers spend in post-incident documentation, which translates to a measurable reduction in overtime expenditures over the life of the contract. The implementation of Auto-Tagging will streamline the evidence management process and allow officers to focus more on patrol and public safety duties.

Redaction Assistant leverages artificial intelligence to automatically detect and obscure sensitive information in video and audio recordings. This is critical in helping the department meet increasing demands for timely and lawful responses to Public Records Act (PRA) requests, court discovery obligations, and district attorney evidence submissions. Manual redaction of footage is highly labor-intensive and time-consuming; this tool will reduce staff workload while improving turnaround times. Additionally, it enhances the department's ability to protect the privacy of victims, minors, and uninvolved parties—supporting community trust and compliance with California transparency laws.

Axon Virtual Reality (VR) Training Integration

As part of the Officer Safety Plan 10 subscription, the Exeter Police Department will gain access to Axon’s Virtual Reality (VR) training platform, which provides cutting-edge, immersive training focused on use-of-force decision-making, de-escalation, and critical incident response. The annual cost of the VR training component is $1,200 per year, which includes both the physical VR equipment and access to an evolving library of POST-aligned training content.

Axon VR allows officers to engage in "shoot/don’t shoot" decision-making scenarios, realistic mental health crisis interventions, and other high-stress simulations within a safe, controlled

environment. This style of training supports muscle memory, enhances situational awareness, and reinforces policy-based responses through repetition and scenario variation. Officers can train independently or in groups without needing to schedule full-day range days, reducing time away from patrol and minimizing operational disruption.

Recent studies and agency feedback have shown that immersive VR training helps reduce actual use-of-force incidents by improving officer confidence and preparedness in dynamic encounters. Additionally, by supplementing or partially replacing live-fire training days, departments utilizing Axon VR have reported measurable reductions in ammunition, overtime, and equipment wear-and-tear costs, while still meeting POST (Peace Officer Standards and Training) continuing education mandates.

The integration of Axon VR into the department's training regimen supports a more cost-effective, modernized, and legally defensible approach to force decision-making, aligning with evolving public expectations and evidence-based policing standards.

Digital Evidence Management Enhancements
The new Axon program will also introduce a public evidence submission feature that allows residents to upload personal video or photographic evidence—such as from smartphones or surveillance systems—via a secure Axon link. This improves case development by expanding the range of available evidence and increasing community engagement in investigations. Uploaded materials are stored directly in the Evidence.com system, preserving chain of custody and maintaining audit trails.

Sole Source Justification
Axon Enterprise, Inc. is the sole manufacturer and distributor of the TASER 10 conducted energy weapon, Axon Body 4 camera systems, and the proprietary Evidence.com digital evidence management platform. These products are not available through third-party vendors or resellers, and Axon does not license its software or equipment for integration by other providers.

The Exeter Police Department currently uses Axon's platform for its body-worn camera program and digital evidence storage. To preserve chain of custody, audit trail integrity, and continuity of data, Axon is the only vendor capable of maintaining compatibility with the department's existing digital evidence and cloud infrastructure.

In addition, the TASER 10 and Axon Body 4 platforms are uniquely integrated with Axon's ecosystem, including Evidence.com, Redaction Assistant, Auto-Tagging, Axon VR training, and officer GPS livestreaming tools. No other vendor provides a comparable turnkey solution with these functionalities.

For these reasons, and to ensure uninterrupted operations and evidentiary integrity, staff recommend that this agreement be approved as a sole source procurement.

Fiscal Impact:

The total cost of the five-year lease agreement for (15) Officer Safety Plan Bundles with Axon Enterprise, Inc. is $235,772.33, to be sourced from the Police Department's contractual services budget fund. The updated payment schedule is as follows:

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	$1,684.50	$0.00	$1,684.50
Oct 2025	$39,898.20	$1,041.64	$40,939.84
Oct 2026	$46,654.20	$1,632.79	$48,286.99
Oct 2027	$46,654.20	$1,632.79	$48,286.99
Oct 2028	$46,654.20	$1,632.79	$48,286.99
Oct 2029	$46,654.20	$1,632.82	$48,287.02
Total	$228,199.50	$7,572.83	$235,772.33

The reduced payment in Year 1 reflects a credit issued by Axon for the remaining value of the department's current five-year body-worn camera contract, which is set to expire in August 2025. By applying this credit to the new agreement in Year 1, the department is able to mitigate the immediate impact on the existing budget and better plan for future expenditures. This approach allows the City to transition seamlessly to the upgraded platform while responsibly incorporating future costs into subsequent fiscal year budgets.

To ensure the department remains aligned with full-time staffing levels, staff is also requesting that the City Council authorize the City Administrator to enter into a separate agreement with Axon Enterprise, Inc. for up to three additional Officer Safety Plan 10 bundles as staffing increases, at a cost consistent with the per-unit pricing outlined in the current agreement. This flexibility will allow the department to scale the program without delay as new full-time sworn officers are hired. This additional contract would only be optioned to conform with staffing levels set by the City Council and upon the agreement of the City Administrator and the Chief of Police. All funding would be sourced from the existing Police Department's annual operating budget.

Prior City Council Actions:

The Exeter City Council previous approved the 5-Year Axon Body Camera contract for $109,938.45 in August of 2020.

Attachments:

- Axon Proposal dated 8-4-2025
- Sole Source Memo

Recommended motion to be made by the City Council:

I move to authorize the City Administrator to enter into a five-year lease agreement with Axon Enterprise, Inc. in the amount of $235,772.33 for the purchase of 15 Officer Safety Plan 10 bundles, including body-worn cameras, TASER 10 conducted energy devices, cloud storage,

software tools, and training services. I further move to authorize the City Administrator, with the concurrence Chief of Police, to enter into a separate agreement for up to three additional Officer Safety Plan 10 bundles, as needed to support future staffing levels established by the City Council.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-692641-45873AS

Issued: 08/04/2025

Quote Expiration: 08/30/2025

Estimated Contract Start Date: 09/01/2025

Account Number: 154280

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Exeter Police Dept. - CA 100 N C St Exeter, CA 93221-1805 USA	Exeter Police Dept. - CA 100 N C St Exeter CA 93221-1805 USA Email:	Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Ryan Heinks Phone: (559) 592-3103 Email: rheinks@exeterpd.com Fax:

Quote Summary

Program Length	62 Months
TOTAL COST	$228,199.50
ESTIMATED TOTAL W/ TAX	$235,772.33

Discount Summary

Average Savings Per Year	$14,820.76
TOTAL SAVINGS	$76,573.95

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	$1,684.50	$0.00	$1,684.50
Oct 2025	$39,898.20	$1,041.64	$40,939.84
Oct 2026	$46,654.20	$1,632.79	$48,286.99
Oct 2027	$46,654.20	$1,632.79	$48,286.99
Oct 2028	$46,654.20	$1,632.79	$48,286.99
Oct 2029	$46,654.20	$1,632.82	$48,287.02
Total	**$228,199.50**	**$7,572.83**	**$235,772.33**

Quote Unbundled Price:	**$304,774.30**
Quote List Price:	**$251,719.30**
Quote Subtotal:	**$228,199.50**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			$1.00	($6,756.00)	($6,756.00)	($591.15)	($7,347.15)
M00031	BUNDLE - OFFICER SAFETY PLAN 10	15	60	$286.44	$227.49	$227.49	$204,741.00	$8,163.98	$212,904.98
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	2			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	15			$899.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	24	2		$5.00	$5.00	$240.00	$0.00	$240.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	323	2		$0.75	$0.75	$484.50	$0.00	$484.50
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	15	60		$10.85	$10.85	$9,765.00	$0.00	$9,765.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	15	60		$10.85	$10.85	$9,765.00	$0.00	$9,765.00
BasicLicense	Basic License Bundle	23	2		$15.00	$15.00	$690.00	$0.00	$690.00
ProLicense	Pro License Bundle	3	2		$45.00	$45.00	$270.00	$0.00	$270.00
A la Carte Services									
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			$6,000.00	$6,000.00	$6,000.00	$0.00	$6,000.00
Total							**$228,199.50**	**$7,572.83**	**$235,772.33**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	15	1	10/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	17	1	10/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	17	1	10/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	17	1	10/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	10/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	10/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100126	AXON VR - TACTICAL BAG	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	15	2	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	230	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	110	1	10/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100591	AXON TASER - CLEANING KIT	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	15	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100748	AXON VR - CONTROLLER - TASER 10	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	15	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101886	SIGNAL SENSOR	15	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101889	AXON SIGNAL - BATTERY - CR2032	15	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	15	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	70	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	04/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	04/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	15	1	04/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	04/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	10/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	70	1	10/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	15	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	10/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	23	09/01/2025	10/31/2025
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	23	09/01/2025	10/31/2025
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	9	09/01/2025	10/31/2025
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	3	09/01/2025	10/31/2025
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	24	09/01/2025	10/31/2025
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	323	09/01/2025	10/31/2025
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	15	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	101703	AXON VR - USER ACCESS - TASER SKILLS	15	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	15	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73447	AXON FUSUS - LICENSE - PLUS USER	15	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	15	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	15	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	150	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	15	11/01/2025	10/31/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	15	11/01/2025	10/31/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	15	11/01/2025	10/31/2030
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	15	11/01/2025	10/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	15
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	100197	AXON VR - EXT WARRANTY - HEADSET	1	10/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	15	10/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	10/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	15	10/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	10/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	15	10/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	10/01/2026	10/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 N C St	Exeter	CA	93221-1805	USA
2	100 N C St	Exeter	CA	93221-1805	USA

Payment Details

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront GAP Coverage	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	24	$240.00	$0.00	$240.00
Upfront GAP Coverage	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	323	$484.50	$0.00	$484.50
Upfront GAP Coverage	BasicLicense	Basic License Bundle	23	$690.00	$0.00	$690.00
Upfront GAP Coverage	ProLicense	Pro License Bundle	3	$270.00	$0.00	$270.00
Total				**$1,684.50**	**$0.00**	**$1,684.50**

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,200.00	$0.00	$1,200.00
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	15	$1,953.00	$0.00	$1,953.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	15	$1,953.00	$0.00	$1,953.00
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$600.00	$0.00	$600.00
Year 1	H00001	AB4 Camera Bundle	15	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	2	$0.00	$0.00	$0.00
Year 1	M00031	BUNDLE - OFFICER SAFETY PLAN 10	15	$40,948.20	$1,632.79	$42,580.99
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	($6,756.00)	($591.15)	($7,347.15)
Total				**$39,898.20**	**$1,041.64**	**$40,939.84**

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00031	BUNDLE - OFFICER SAFETY PLAN 10	15	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,200.00	$0.00	$1,200.00
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	15	$1,953.00	$0.00	$1,953.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	15	$1,953.00	$0.00	$1,953.00
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$600.00	$0.00	$600.00
Year 2	H00001	AB4 Camera Bundle	15	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	$0.00	$0.00	$0.00
Year 2	M00031	BUNDLE - OFFICER SAFETY PLAN 10	15	$40,948.20	$1,632.79	$42,580.99
Total				**$46,654.20**	**$1,632.79**	**$48,286.99**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,200.00	$0.00	$1,200.00
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	15	$1,953.00	$0.00	$1,953.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	15	$1,953.00	$0.00	$1,953.00
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$600.00	$0.00	$600.00
Year 3	H00001	AB4 Camera Bundle	15	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	2	$0.00	$0.00	$0.00
Year 3	M00031	BUNDLE - OFFICER SAFETY PLAN 10	15	$40,948.20	$1,632.79	$42,580.99
Total				**$46,654.20**	**$1,632.79**	**$48,286.99**

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,200.00	$0.00	$1,200.00
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	15	$1,953.00	$0.00	$1,953.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	15	$1,953.00	$0.00	$1,953.00
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$600.00	$0.00	$600.00
Year 4	H00001	AB4 Camera Bundle	15	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	$0.00	$0.00	$0.00
Year 4	M00031	BUNDLE - OFFICER SAFETY PLAN 10	15	$40,948.20	$1,632.79	$42,580.99
Total				**$46,654.20**	**$1,632.79**	**$48,286.99**

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,200.00	$0.00	$1,200.00
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	15	$1,953.00	$0.00	$1,953.00
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	15	$1,953.00	$0.00	$1,953.00
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$600.00	$0.00	$600.00
Year 5	H00001	AB4 Camera Bundle	15	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	$0.00	$0.00	$0.00
Year 5	M00031	BUNDLE - OFFICER SAFETY PLAN 10	15	$40,948.20	$1,632.82	$42,581.02
Total				**$46,654.20**	**$1,632.82**	**$48,287.02**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-332056, Q-332056, Q-468199, Q-470506, Q-258618

Agency is terminating those contracts effective 9/1/2025. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon. GAP coverage will be present on the quote from 9/1/2025 - 10/31/2025 and new products will start 11/1/2025 - 10/31/2030.

The parties agree that Axon is applying a Transfer Balance of -$6,756.00 for refunding unused TAP on (9) Cameras and (1) Multi Bay Dock.

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

8/4/2025



Exeter Police Department

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

Rob Schimpf
Chief of Police

July 30th, 2025

TO: Finance Department

FROM: Rob Schimpf, Chief of Police

SUBJECT: Sole Source Justification for Axon Enterprises

This letter serves as justification for the sole source procurement of body-worn camera systems, conducted energy weapons (TASER devices), digital evidence storage, and related services from Axon Enterprise, Inc.

Axon is the sole manufacturer and distributor of the TASER 10 conducted energy weapon, Axon Body 4 camera systems, and the proprietary Evidence.com digital evidence management system. These products are not available through third-party resellers, and Axon does not license its software or hardware platforms for sale or integration through alternate vendors.

The Exeter Police Department currently utilizes Axon body-worn camera systems and has an established digital evidence database within the Evidence.com platform. Axon is the only vendor capable of maintaining data integrity, chain of custody, audit logging, and metadata continuity within this proprietary environment. Transitioning to another vendor would result in a loss of compatibility, retraining costs, duplication of systems, and significant disruption to ongoing criminal investigations and case management.

Additionally, the TASER 10 platform is the latest evolution of Axon's electronic control devices and is only available directly through Axon. No other manufacturer offers a device with comparable integration to Evidence.com, officer safety analytics, and Axon's Officer Safety Plan subscription model. For operational consistency, liability reduction, and officer safety, it is critical that the department continue its use of Axon's unified hardware and software ecosystem.

For these reasons, it is in the best interest of the City of Exeter to proceed with Axon Enterprise, Inc. as a sole source vendor for this procurement.

CHIEF ROB SCHIMPF
07-30-25

Agenda Item Staff Report

Agenda Item Number: **J.1.**

For action by:
☒City Council

Regular Session:
☐Consent Calendar
☒Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
August 12, 2025

Wording for Agenda:
Second Reading by Title Only and Adoption of Ordinance No. 716, An Ordinance of the City of Exeter Enacting Zoning Ordinance Amendment 2025-01, as Requested by San Joaquin Homes, for Properties Generally Located at the Northeast Corner of Vine Street and the Northerly Extension of Elberta Avenue in Exeter.

Submitting Department:
Public Works

Contact Name:
Tom Navarro, Contract Senior City Planner

Department Recommendation:
Staff recommends that the City Council hold a second reading by title only and adopt Ordinance No. 716, An Ordinance of the City of Exeter Enacting Zoning Ordinance Amendment 2025-01 on approximately 3.1 acres that are planned for multi-family development.

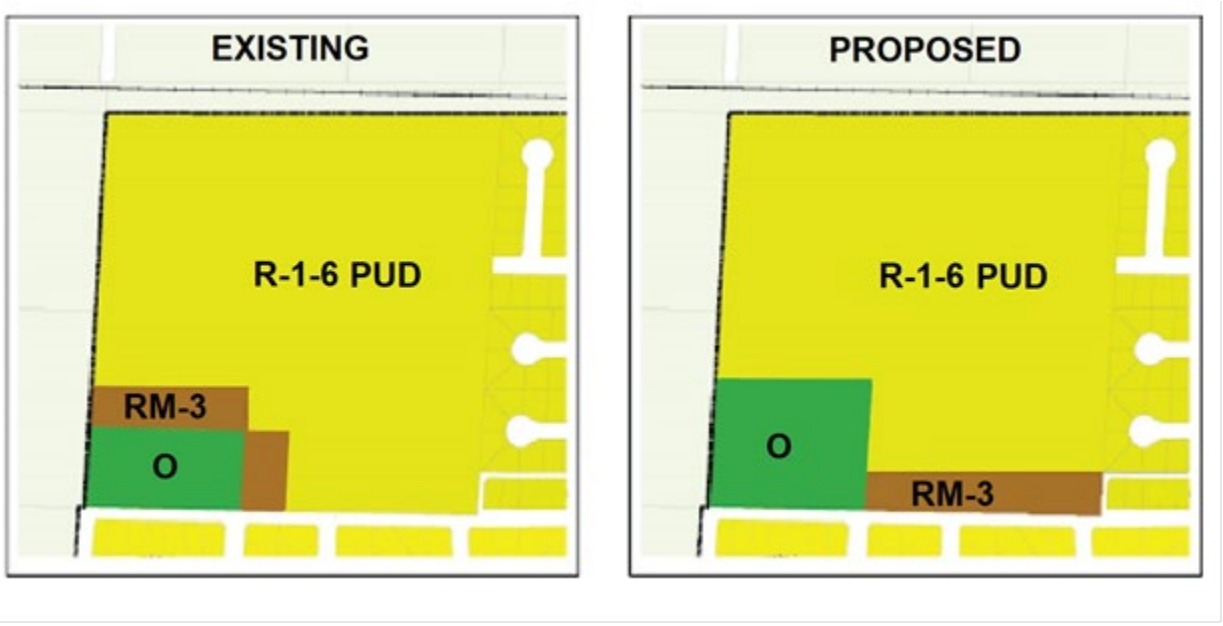
Summary:
At the July 22, 2025, regular City Council meeting, the Council held a duly noticed public hearing and approved Resolution No. 2025-31, approving General Plan Amendment 2025-01 and introducing Ordinance No. 716 for first reading by title only.

The action approved the reconfiguration of approximately 3.1 acres of land as follows:

Amendment No. 1: Re-designation of 1.45 acres from High Density Residential to Low Density Residential and reclassification from RM-3 to R-1-6 (with PUD overlay).

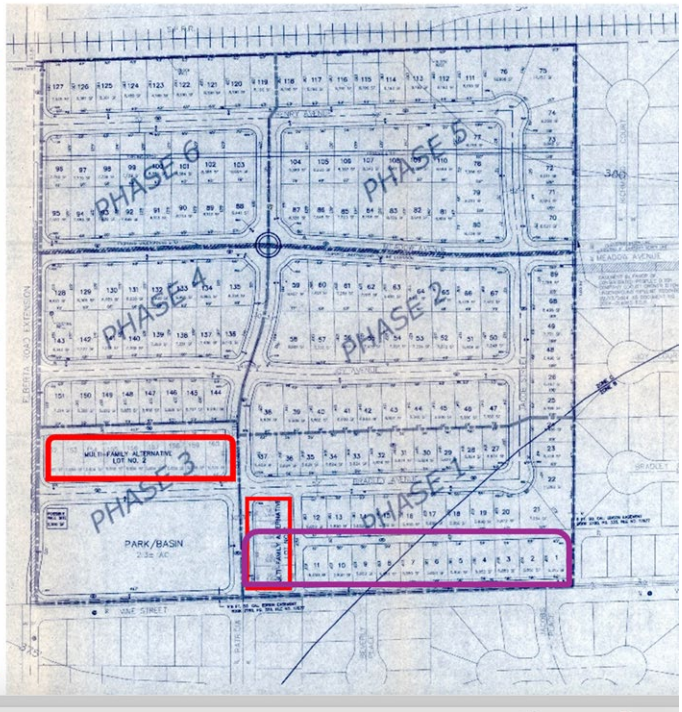
Amendment No. 2: Re-designation of 1.67 acres from Low Density Residential to High Density Residential and reclassification from R-1-6 (with PUD overlay) to RM-3. This land fronts Vine Street and supports multi-family development consistent with the revised subdivision layout.

These amendments are consistent with the applicant's intent to relocate multi-family development to front Vine Street, away from the central park area within the subdivision, thereby preserving community open space and improving circulation.



A redesignation of 1.45 acres from high density residential to low density residential and reclassification from the RM-3 (multi-family residential, one unit per 3,000 square feet) district to the R-1-6 (single family residential, one unit 6,000 square feet) with a PUD (planned unit development) overlay district.

A redesignation of approximately 1.67 acres from low density residential to high density residential and a reclassification from the R-1-6 (single family residential, one unit 6,000 square feet) PUD (planned unit development) overlay district to the RM-3 (multi-family residential, one unit per 3,000 square feet) district. The RM-3 district will occupy the frontage of Vine Street to a depth of 110 feet and will extend eastward from a proposed 4-acre park in the Fugate Subdivision.



The number of single-family residential lots has remained relatively the same, as has the circulation layout and the location of the park/pond, which is now larger under this map than

the one approved in 2006. Under the new subdivision design a trail system has also been added to the proposed subdivision (see below).



Once these amendments are approved by the Planning Commission and City Council, San Joaquin Homes intends to file a final subdivision map. In addition to constructing the subdivision consistent with the final subdivision map, the construction of the residential dwellings will need to comply with the conditions of the Planned Unit Development overlay zone. These conditions are as follows:

1. The applicant shall submit elevation drawings and plot plans for (1) residential units that will be constructed on corner lots, (2) residential units that will have alley-loaded garages, and (3) examples of other dwelling units that will be constructed throughout the project. These drawings and plot plans shall be reviewed by the Planning Commission prior to the applicant securing building permits.

2. Multi-family development that will be constructed on the subject property shall be required to undergo site plan review, consistent with the Exeter Zoning Ordinance. Said development will also be required to undergo architectural review.

3. Alley-loaded lots, corner lots and lots smaller than 6,000 square feet shall be allowed to deviate from the front, rear and side yard setback standards of the R-1-6 zone district, subject to approval of the city planner.

4. Residential dwellings that have garages that front onto a public street shall be designed so that the garage is generally 10 feet behind the face of the dwelling unit, however, the PUD can allow for variation, ranging from the face of house being even with the garage to setting

the garage 10 feet behind the face of the house. Furthermore, all dwelling units shall be encouraged to contain useable porches on the front of the house which are five feet or wider.

As mentioned above, prior to any home construction the Planning Commission will need to review the home elevations mentioned above.

Background:

Applicant:
San Joaquin Homes
Visalia, Ca. 93291

Location:
The northeast corner of the extension of Elberta Road and Vine Street in Exeter. APN 138-130-037.

A redesignation of approximately 1.67 acres from low density residential to high density residential and a reclassification from the R-1-6 (single family residential, one unit 6,000 square feet) PUD (planned unit development) overlay district to the RM-3 (multi-family residential, one unit per 3,000 square feet) district. The RM-3 district will occupy the frontage of Vine Street to a depth of 110 feet and will extend eastward from a proposed 4-acre park in the Fugate Subdivision.

Request:
Amendments to the Exeter General Plan and Zoning Ordinance that pertain to parcels of land designated for high density residential and zoned to the R-3 (one unit per 3,000 square feet) district. The 13 lots that fall into this category currently surround the proposed park/pond. These lots will be relocated to the Vine Street frontage and will be reduced to 12 lots. The area where these lots currently exist will be redesignated and rezoned to low density residential and the R-1-6 district, respectively.

Access:
Vine Street and Elberta Road. Vine is designated as a minor collector while Elberta Road is designated as a local roadway.

Infrastructure: Storm water runoff will be directed to the proposed park/pond located in the southwest corner of the subdivision. The project will connect to the city's sewer and water system. These lines exist in Vine Street and Meadow Avenue. Both of these systems have the capacity to serve the Fugate Subdivision. In addition, a future well is planned for the proposed park area of this phase of the subdivision. While an exact date is not available at this time, the proposed park will provide the land necessary for addressing the future water needs for the city.

General Plan:

The subject site is designated to three land use categories – open space (the park), low density residential (single family dwellings) and high density residential (multi-family dwellings).

Zoning:
The subject site is zoned to three districts – O (open space) , R-1-6 (single family dwellings) with a PUD overlay and RM-3 (multi-family dwellings) with a PUD overlay.
Land Use: The subject site is currently under agricultural production – citrus. Surrounding land uses are as follows:

North: San Joaquin Railroad, rural residences, and agriculture
South: Single-family dwellings
East: Single-family dwelling
West: Agriculture

Access:
Access to the subject property will be from Vine Street, Meadow Avenue, Elberta Road and an alley east of the subject property just north of Vine Street.

Existing Policy:
Section 16.12.040 of the current City of Exeter Municipal Code establishes that the city council shall have final jurisdiction in the approval of tentative and final subdivision maps, the establishment of requirements for and standards of design of public improvements, and the acceptance of lands and public improvements that may be proposed for dedication as a result of the subdivision process.

Section 16.12.050 of the current City of Exeter Municipal Code outlines the Planning Commission's role in the review of a proposed subdivision map in relationship to the Subdivision Map Act. This section authorizes the Planning Commission to recommend to the City Council that the Council approve, conditionally approve, or disapprove tentative maps of subdivisions prepared and filed with the city according to the provisions of this title and the Subdivision Map Act.

Section 17.48 of the City of Exeter Municipal Code details the process for zoning ordinance amendments.

Interdepartmental Coordination:
An interdepartmental request for review was sent to all required departments and affected agencies for review and any comments and conditions have been incorporated into the final Conditions of Approval.

Public Participation:
Effective as of January 1, 2025, Assembly Bill 2904 (2024), now requires all local agencies to provide at least 20 days public notice before holding a public hearing on a zoning ordinance or amendment that affects the permitted uses of real property. Previously, only 10 days' notice

was required for such hearings. The change in requirement is intended to increase transparency and allow for greater public participation in land-use decisions by providing sufficient time for residents and property owners to understand proposed zoning changes.

The public hearing for the Fugate Subdivision was adequately noticed for twenty (20) days and advertised for the regularly scheduled City Council hearing. The public hearing for this item was held on July 22, 2025. No amendments were proposed to the Ordinance.

Environmental Review:
The proposed request is one phase to the original subdivision map approved in 2006. The original 2006 request and all of its phases complied with the City of Exeter General Plan and was approved with a Negative Declaration at that time. The latest phase being proposed now requires a General Plan Amendment and Rezone to relocate the original location of the multi-family land uses. While the densities remain relatively the same overall, the relocation of the uses does require the proposed amendment and rezone.

Pursuant to the California Environmental Quality Act (CEQA), the proposed Land Use Amendment and Rezone are Categorically Exempt per CEQA Guidelines Section 15305 – Minor Alterations in Land Use Limitations. Class 5 consists of minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use or density.

Furthermore, no new change in the surrounding area has occurred that would contribute to findings that would be considered significant or represent a major change to the physical environment.

Conclusion:
Adoption of Ordinance No. 716 will finalize the approval of Zoning Ordinance Amendment 2025-01, aligning the zoning designations with the updated land use configuration previously approved by the City Council on July 22, 2025. This action supports the applicant's revised subdivision design, improves the overall layout of the development, and preserves key community features such as the central park area. The ordinance is consistent with the City's General Plan and applicable zoning standards, and no adverse environmental impacts are anticipated.

Staff recommends the City Council waive the full reading and adopt Ordinance No. 716.

Fiscal Impact:
No fiscal impact is associated with this specific action at this time.

Prior City Council Actions:
- 2006 – Approval of the original Fugate Subdivision tentative map.

- July 22, 2025 – Approval of Resolution No. 2025-31 and first reading of Ordinance No. 716.

Attachments:

- Ordinance No. 716

Recommended motion to be made by the City Council:

I move to waive the full reading and adopt Ordinance No. 716, An Ordinance of the City of Exeter Enacting Zoning Ordinance Amendment 2025-01, as Requested by San Joaquin Homes, for Properties Generally Located at the Northeast Corner of Vine Street and the Northerly Extension of Elberta Avenue in Exeter.

ORDINANCE NO. 716

AN ORDINANCE OF THE CITY OF EXETER ENACTING ZONING ORDINANCE AMENDMENT 2025-01, AS REQUESTED BY SAN JOAQUIN HOMES, FOR PROPERTIES GENERALLY LOCATED AT THE NORTHEAST CORNER OF VINE STREET AND THE NORTHERLY EXTENSION OF ELBERTA AVENUE IN EXETER

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

Section 1. Ordinance No. 246 of the City of Exeter is hereby amended by reclassifying 1.45 acres of real property in Exeter from the RM-3 to the R-1-6 district with a PUD overlay district, and reclassification of 1.6 acres from the R-1-6 with a PUD overlay district to the RM-3 district (see Exhibit A).

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

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

The foregoing ordinance was passed and adopted by the City Council of the City of Exeter on a motion of Council member _____ , seconded by Council member _____ , at a regular meeting held on the _____ day of _____, 2025 by the following vote:

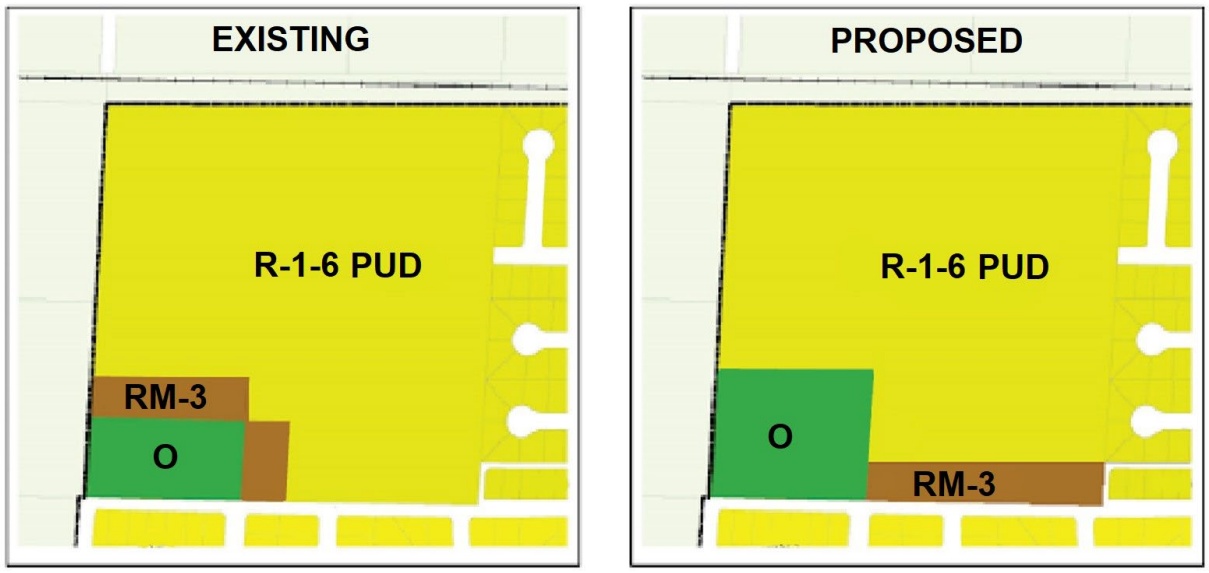
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jacob Johnson, Mayor

ATTEST:

_____
Francesca Quintana, City Clerk

EXHIBIT A



Agenda Item Staff Report

Agenda Item Number: **J.2.**

Meeting Date:
August 12, 2025

Wording for Agenda:
Consideration of Appointments to the Exeter Planning Commission for Four Expired Terms.

Submitting Department:
Administration

Contact Name:
Francesca Quintana, City Clerk/Human Resources Manager

For action by:
☒City Council

Regular Session:
☐Consent Calendar
☒Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Department Recommendation:
City staff recommends that the City Council review the submitted applications for the Exeter Planning Commission and determine whether to make appointments at this time or to initiate an additional step in the selection process.

Summary:
In response to the expiration of four Planning Commissioners terms earlier this year, the City Council previously directed staff to open the application process to allow broader public participation. The application period has since closed. Seven applications were received for the four Planning Commission positions with expired terms. The applications received are attached to this report and are presented to the City Council for consideration of appointment.

The Council may choose to:

- Appoint applicants to fill the four expired terms;
- Schedule a Special City Council Meeting and conduct applicant interviews prior to appointment; or
- Provide further direction regarding the appointment process.

All appointments are made by approval of the City Council.

Background:

Per Chapter 2.16 of the City of Exeter Municipal Code:

Section 2.16.010 – Members – Appointment

The Planning Commission consists of five members appointed by the Mayor with the approval of the City Council. Members must not be seated City Council Members.

Section 2.16.020 – Terms

Commissioners serve staggered four-year terms. Appointments are made to fill vacancies resulting from term expirations or other causes.

Section 2.16.030 – Duties

The Planning Commission is tasked with duties outlined by state law and local ordinances.

The Commission plays a vital advisory role in city planning and land use matters, as further defined in the following sections:

Chapter 16.12.050 – Planning Commission as Advisory Agency

The Commission acts as the City's advisory agency under the Subdivision Map Act, reviewing tentative maps and providing recommendations on subdivision matters.

Chapter 17.03.03 – Final Authority on Site Planning and Use Classification

The Commission holds authority on site plan reviews, classification of uses, and other key development review procedures, and also makes recommendations to the City Council on zoning ordinance amendments, general and specific plans, and development agreements.

The following individuals submitted applications for appointment to the four available seats:

- Nancy Becker
- PK Whitmire
- Brittney Shull
- Kirk Gilles
- Phillip Townsend
- Tommy Blackmon
- Trevor Lewis

These applications reflect interest from both existing Commissioners seeking reappointment and new applicants expressing a desire to serve the community.

To re-establish the staggered schedule as required by the Exeter Municipal Code, three of the four appointments made at this time will serve full four-year terms ending January 2029. One appointment will serve a shorter-term ending January 2027, aligning with the expiration of an existing Planning Commission seat. This term adjustment is necessary due to the current configuration of seat expirations and is intended to restore the regular rotation of Commission terms and maintain continuity of service.

Fiscal Impact:

There is no fiscal impact associated with this item.

Attachments:

- Planning Commission Applications:
    - Nancy Becker
    - PK Whitmire
    - Brittney Shull
    - Kirk Gilles
    - Phillip Townsend
    - Tommy Blackmon
    - Trevor Lewis
- General Information on the Planning Commission

Recommended motion to be made by the City Council:

I move to consider the submitted applications for appointments to the Exeter Planning Commission for four-year terms ending January 2029 and either make appointments at this time or provide direction to staff regarding the next steps in the selection process.

City of Exeter Planning Commission Application

Completed applications must be submitted via email to the Exeter City Clerk by ***5:00 PM on August 04, 2025.*** Applications may be submitted in person at City Hall 137 N. F St.in Exeter California or via email to the City Clerk at fquintana@exetercityhall.com.

Applicant Information

Name: Nancy Becker Date: 7/7/2025

Address: [redacted] Exeter, CA 93221

Email: [redacted] Phone Number: [redacted]

Application Questions

Briefly explain why you are interested in serving on the City of Exeter Planning Commission.

I have always been interested in creating and planning, anything. The Planning Commission assists the Council in envisioning Exeter's future, together shaping and guiding our town's growth and development. Recently I have witnessed some infill housing that did not come through the planning commission, both lots are zoned R-1-6, but both obviously have been converted into multi family homes. How did they get the permits?

Briefly explain your qualifications or area of demonstrated expertise to serve on the Commission.

Not sure if these make me qualified... active volunteer in the community, I want to see our town prosper and grow yet still retain our small town charm. Background in construction, worked as a designer/draftsperson for contractors in Los Altos, Carmel, Monterey and Visalia; understand the permitting process as well as zoning, I can read blueprints. Business owner, we need a thoughtful approach well thought out plan; I excel at that.

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge. I hereby certify my commitment to serve on the Planning Commission if appointed.

[redacted]

Signature

7/7/2025

Date

City of Exeter Planning Commission Application

Completed applications must be submitted via email to the Exeter City Clerk by ***5:00 PM on August 04, 2025.*** Applications may be submitted in person at City Hall 137 N. F St.in Exeter California or via email to the City Clerk at fquintana@exetercityhall.com.

Applicant Information

Name: Pamela K. Whitmire Date: July 3, 2025

Address: [redacted]

Email: [redacted] Phone Number: [redacted]

Application Questions

Briefly explain why you are interested in serving on the City of Exeter Planning Commission.

It is important that the City show appropriate growth, and as someone that has lived in Exeter for a large chunk of my life, I kind of have a feel for what other residents would like our City to look like, now and for decades to come.

Briefly explain your qualifications or area of demonstrated expertise to serve on the Commission.

I currently serve as the Chairman for the Exeter Planning Commission, and have served on this body for about a decade, maybe more. I am an At-Large Member of the Tulare County Association of Governments, and have just applied for an At-Large position on the Active Transportation Advisory Committee, something that will help with a better understanding of needed bike and pedestrian paths for Exeter

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge. I hereby certify my commitment to serve on the Planning Commission if appointed.

[redacted] July 3, 2025

Signature Date

City of Exeter Planning Commission Application

Completed applications must be submitted via email to the Exeter City Clerk by ***5:00 PM on August 04, 2025.*** Applications may be submitted in person at City Hall 137 N. F St.in Exeter California or via email to the City Clerk at fquintana@exetercityhall.com.

Applicant Information

Name: Brittney Shull Date: 07/28/2025

Address: [redacted]

Email: [redacted] Phone Number: [redacted]

Application Questions

Briefly explain why you are interested in serving on the City of Exeter Planning Commission.

See attached supporting document.

Briefly explain your qualifications or area of demonstrated expertise to serve on the Commission.

See attached supporting document.

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge. I hereby certify my commitment to serve on the Planning Commission if appointed.

[redacted]

Signature

07/28/2025

Date

City of Exeter Planning Commission Application Responses

1. Briefly explain why you are interested in serving on the City of Exeter Planning Commission.

At the heart of everything I do is a deep love for people and a passion for building strong, connected communities. My husband was born and raised in Exeter, and his pride in this town has absolutely rubbed off on me. Now as a resident myself and a mom raising our three children here, I feel personally invested in the future of this city, not just for my own family but for every family who calls Exeter home. With over 21 years of experience in Real Estate and civic involvement both locally and in Minnesota, I have seen firsthand how thoughtful planning can uplift a community. Serving on the Planning Commission is a meaningful way for me to give back and help shape a future where families can continue to thrive for generations to come.

2. Briefly explain your qualifications or area of demonstrated expertise to serve on the Commission.

I bring more than two decades of experience in the Real Estate industry, having represented over 700 families across residential and builder transactions. My work with national and custom builders has given me strong insight into development, land use, and the importance of balanced housing options. I have been actively involved in the Tulare County Association of REALTORS® through its Leadership Academy, currently serve as Chair for its Media and Outreach Committee, and was recently appointed 2026 Communications Director for the California Association of REALTORS®. I am also part of Leadership Fresno Class 40 and have spent the last four years organizing vendor partnerships and coordinating logistics for Exeter's National Night Out. I own a local publication that highlights top-producing REALTORS® and local entrepreneurs throughout Tulare, Kings, and Fresno counties, fostering collaboration, connection, and continuity in our region. My early civic work on a Crime Prevention Committee in Minnesota further shaped my understanding of safety, infrastructure, and public engagement. These experiences have built a strong foundation in strategic planning, collaboration, and communication, all of which I am eager to bring to the Exeter Planning Commission.

City of Exeter Planning Commission Application

Completed applications must be submitted via email to the Exeter City Clerk by ***5:00 PM on August 04, 2025.*** Applications may be submitted in person at City Hall 137 N. F St.in Exeter California or via email to the City Clerk at fquintana@exetercityhall.com.

Applicant Information

Name: Kirk Gilles Date: 7/3/25

Address: [redacted] Exeter

Email: [redacted] Phone Number: [redacted]

Application Questions

Briefly explain why you are interested in serving on the City of Exeter Planning Commission.

I would like to increase my community involvement. I am a property owner in the city and am in the city everyday doing business and participating in commerce with city businesses.

Briefly explain your qualifications or area of demonstrated expertise to serve on the Commission.

I am Vice President of the Exeter Public Cemetery District board and am on the Dept of Consumer Affairs Cemetery Funeral bureau advisory committee. I was selected to serve on the Measure R review committee. I am a veteran and retired law enforcement. I am also a volunteer with the California Military Department.

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge. I hereby certify my commitment to serve on the Planning Commission if appointed.

[redacted]

Signature

7/3/25

Date

City of Exeter Planning Commission Application

Completed applications must be submitted via email to the Exeter City Clerk by ***5:00 PM on August 04, 2025.*** Applications may be submitted in person at City Hall 137 N. F St.in Exeter California or via email to the City Clerk at fquintana@exetercityhall.com.

Applicant Information

Name: Phillip Townsend Date: 7/30/25

Address: [redacted] Exeter

Email: [redacted] Phone Number: [redacted]

Application Questions

Briefly explain why you are interested in serving on the City of Exeter Planning Commission.

See attachment please.

Briefly explain your qualifications or area of demonstrated expertise to serve on the Commission.

See attachment please.

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge. I hereby certify my commitment to serve on the Planning Commission if appointed.

[redacted]

Signature

7/30/25

Date

1. Briefly explain why you are interested in serving on the City of Exeter Planning Commission.

I'm passionate about the City of Exeter. I was born and raised in Visalia, but even as a kid, my family would often drive to Exeter to enjoy its charm. After living in Southern California and along the Central Coast, my wife and I decided to return to the Central Valley. I had two stipulations: 1) we'd live only in Exeter and 2) the house had to have a pool. And we made it happen. This year, we moved into another home; we gave up the pool—but what we didn't give up was Exeter.

When I visit nearby towns and mention where I live, people light up and say how much they love Exeter. It's a point of pride. But I also believe Exeter has untapped potential. The empty lots, vacancies, and deteriorating buildings in and around downtown are signs that we're under-leveraging what we have. Like many residents, I don't want to lose the city's character and charm—that's what drew me here in the first place.

I'm not advocating for rapid, unchecked growth. And I certainly don't want Exeter to continue on the path of becoming the city of Best Western, DD's Discounts, Dollar Tree, Dollar General, Jack in the Box, and vape shops. While these businesses have a role and bring tax revenue, Exeter's true identity lies in its local gems—places like Exeter Coffee Company, Just Dough With It, Common Goods, Monet's, and our historic downtown. These are the heart of the city and what make it the envy of others. I don't want us to lose that—I want to strengthen and support it.

I've lived in everything from large cities to small towns. I've seen how communities can grow thoughtfully, remain vibrant, and still preserve their soul. With creative, long-term planning, Exeter can revitalize its downtown, attract the right kinds of businesses, grow its tax base, and improve amenities like parks, infrastructure, and recreation. Without that kind of planning, we risk further decline.

Now, nearly five years into living here with my wife and our four children, we have no plans to leave. We attend church here. Our kids go to Exeter schools. We believe in this town. And serving on the Planning Commission is one way I can invest in the future of a city we care deeply about.

2. Briefly explain your qualifications or area of demonstrated expertise to serve on the Commission.

I hold a master's degree in communication disorders from Baylor University and currently work as a speech-language pathologist for Burton School District in Porterville. Prior to this role, I served as both a speech-language pathology assistant and a speech-language pathologist for the Tulare County Office of Education, working in schools across the county. My professional experience has developed my skills in collaboration, organization, and problem-solving—key strengths I would bring to the Planning Commission.

In addition, I spent over 15 years in the private sector as a professional marketing copywriter. That background sharpened my ability to communicate clearly, listen carefully, and synthesize information for a broad audience—all of which are valuable when navigating community feedback, policy discussions, and long-term planning initiatives.

I live in Exeter and care deeply about its future. I've seen how cities of all sizes can maintain their character while thoughtfully expanding their offerings and infrastructure. I want to help Exeter grow the right way—deliberately, sustainably, and with its values intact.

City of Exeter Planning Commission Application

Completed applications must be submitted via email to the Exeter City Clerk by ***5:00 PM on August 04, 2025.*** Applications may be submitted in person at City Hall 137 N. F St.in Exeter California or via email to the City Clerk at fquintana@exetercityhall.com.

Applicant Information

Name: Tommy Blackmon Date: 08/02/2025

Address: [redacted] Exeter, CA 93221

Email: [redacted].com Phone Number: [redacted]

Application Questions

Briefly explain why you are interested in serving on the City of Exeter Planning Commission.

My family and I have lived in Exeter for over 15 years. We have been involved in efforts to support our schools and neighborhood. Serving on the Planning Commission would ensure that decisions made at the Planning Commission level would support our city in maintaining its small town charm while meeting the needs of our community.

Briefly explain your qualifications or area of demonstrated expertise to serve on the Commission.

Civic Service: City of Farmersville, Planning Commision 1995-97; City Council 98-2002.
Community Service: Steering Committee member - Country View & Aubrey Estates L&L.
Education: Associate's Degree - Liberal Studies; Bachelor's Degree - Social Science; Master's Degree - Educational Leadership and Administration.

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge. I hereby certify my commitment to serve on the Planning Commission if appointed.

[redacted]

Signature

08/02/2025

Date

City of Exeter Planning Commission Application

Completed applications must be submitted via email to the Exeter City Clerk by ***5:00 PM on August 04, 2025.*** Applications may be submitted in person at City Hall 137 N. F St.in Exeter California or via email to the City Clerk at fquintana@exetercityhall.com.

Applicant Information

Name: Trevor Lewis Date: 7/26/25

Address: [redacted]

Email: [redacted] Phone Number: [redacted]

Application Questions

Briefly explain why you are interested in serving on the City of Exeter Planning Commission.

Answer on page two.

Briefly explain your qualifications or area of demonstrated expertise to serve on the Commission.

Answer on page two.

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge. I hereby certify my commitment to serve on the Planning Commission if appointed.

[redacted]

Signature

7/26/25

Date

Trevor Lewis
Exeter Planning Commission Application
[redacted]

Briefly explain why you are interested in serving on the City of Exeter Planning Commission.

I'm deeply invested in seeing Exeter grow thoughtfully and sustainably. Having done my fair share of traveling to cities where poor planning has led to empty downtowns and a loss of local charm, I recognize the importance of proactive, strategic development. Exeter's current downtown vacancy underscores the urgency for deliberate growth. As a recent homeowner here and a father committed to raising my family in Exeter, where my significant other's family has lived for three generations, I have a personal stake in the city's future. My vision involves balancing family-friendly community values with targeted growth, including enhancing tourism through strategically placed accommodations and continuing thoughtful park and housing developments to sustain a vibrant local economy.

Briefly explain your qualifications or area of demonstrated expertise to serve on the Commission.

I bring extensive experience in organizational management, public relations, marketing, and community-focused leadership. With a Bachelor of Arts in Organizational Management and five years as District Director for our State Assemblyman, I am well-versed in navigating planning commissions, zoning issues, and building codes. Additionally, I have five years of experience in public relations and marketing and currently serve as the Creative Director for Praetorian Public Relations, where my expertise can be valuable in improving community engagement through effective messaging. I have collaborated directly with developers and CalTrans on infrastructure projects, gaining insight into complex regulatory environments. My nearly 20-year background as a successful small business owner, including founding The Cellar Door in Downtown Visalia, has equipped me with strategic thinking, problem-solving, and collaboration skills essential for this role. My work with organizations like Downtown Visalians, understanding the intricacies of PBIDs, and completion of the Visalia Chamber's Leadership program further strengthen my capability to positively contribute to Exeter's Planning Commission.

Planning Commissioner Position Information

Background

The five-member Planning Commission is responsible for considering and making decisions regarding land use, planning, and zoning in accordance with the scope of city ordinances and state planning laws. A wide variety of issues are addressed including subdivisions, annexations, design review, zoning and environmental impact assessments.

The Planning Commission meets on the third Thursday of each Month (as needed), at 5:30 p.m. in the Exeter Council Chambers, 137 North F Street, Exeter, California, when there is business to conduct. Commission Members regular attendance is highly recommended to ensure the efficient continuance of City operations.

Appointment Process

The Planning Commission shall consist of five members, all of whom shall be appointed by the mayor with the approval of the city council. All of the members shall be entitled to vote at meetings of the Planning Commission.

Term

The five members of the Planning Commission shall serve for terms of four years. At meetings of the city council, appointments shall be made to fill vacancies created by the expiration of the terms of members of the planning commission, or such other reason as there may be for a vacancy to exist.

Requirements:

- Annual Form 700
- AB 1234 Local Ethics Training
- Harassment Training

Agenda Item Staff Report

Agenda Item Number: **J.3.**

For action by:
☒City Council

Regular Session:
☐Consent Calendar
☒Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
August 12, 2025

Wording for Agenda:
Consider Adoption of Resolution 2025-33, A Resolution of the City Council of the City of Exeter, Rescinding Resolution 2021-25 and Setting the City of Exeter City Parks and Recreation Areas Hours of Operation to be between the hours of 6:00 A.M. and 10:00 P.M. and Closed from the hours of 10:00 P.M. and 6:00 A.M.

Submitting Department:
Administration

Contact Name:
Jason Ridenour, City Administrator

Department Recommendation:
Staff recommend that the City Council consider adopting Draft Resolution 2025-33, A Resolution of the City Council of the City of Exeter, Rescinding Resolution 2021-25 and setting the City of Exeter City parks and recreation areas hours of operation to be between the hours of 6:00 A.M. and 10:00 P.M. and closed from the hours of 10:00 P.M. and 6:00 A.M.

Summary:
At its meeting on July 22, 2025, the City Council approved Council Member Riddle's request for an agenda item to be considered to amend the hours of operation for Exeter City parks.

Pursuant to Ordinance 697, Title 11, Chapter 11.01.030 the designated hours of closure for each park and/or recreation facility shall be set by City Council Resolution. The City Council adopted Resolution 2021-25 on October 26, 2021, establishing that all City parks be open for public use from 6:00 A.M. to 11:00 P.M.

Staff reviewed historical data regarding the time of sunset and the latest last light for the last two years as well as the hours of operation for parks in the region. The latest sunset for 2024 and 2025 was 8:18 P.M. and the latest last light was 8:28 P.M. The operating hours for a majority of the parks in the region are 6:00 A.M. to 10:00 P.M. This timeframe allows for use of

the parks in the morning as well as the evening, while providing the Police Department with the tools to provide a safe environment for the community. City parks are utilized for community recreation, organized practices, as well as for sporting events.

Background:

At its meeting on July 27, 2021, the City Council adopted Ordinance 697 adding Title 11, specifically, Chapter 11.01 "City Parks and Recreation Areas" to the City's Code of Ordinances. Pursuant to Ordinance 697, Title 11, Chapter 11.01.030 the designated hours of closure for each park and/or recreation facility shall be set by City Council Resolution. Per Ordinance Title 11.01.030 it is unlawful for any person to remain in park and recreation facilities (except as noted in Section 11.01.035) during the designated hours of closure for the park or facility. The City Council adopted Resolution 2021-25 on October 26, 2021, establishing that all City parks be open for public use from 6:00 A.M. to 11:00 P.M. and closed from 11:00 P.M. to 6:00 A.M. The Police Department has received concerns from the community regarding individuals at City parks in the evenings after dark. In light of the concerns brought forth, staff reviewed the hours of operation for parks in the region as well as the time of sunset and the latest last light for the last two years. The operating hours for a majority of the parks in the region are 6:00 A.M. to 10:00 P.M. The latest sunset for 2024 and 2025 was 8:18 P.M. and the latest last light was 8:28 P.M. Staff is proposing that operating hours for all City parks be amended to 6:00 A.M. to 10:00 P.M. This timeframe would provide options for the community to utilize all park facilities in the city while providing the Police Department with the tools to provide a safe environment for the community.

Fiscal Impact:

No fiscal impact associated with this action.

Prior City Council Actions:

- Adoption of Ordinance 697 (June 27, 2021)
- Adoption of Resolution 21-2025 (October 26, 2021)

Attachments:

- Adopted Resolution 2021-25
- Ordinance 697
- Draft Resolution 2025-33

Recommended motion to be made by the City Council:

I move to adopt Draft Resolution No. 2025-33, A Resolution of the City Council of the City of Exeter, Rescinding Resolution 2021-25 and setting the City of Exeter City parks and recreation areas hours of operation to be between the hours of 6:00 A.M. and 10:00 P.M. and closed from the hours of 10:00 P.M. and 6:00 A.M.

RESOLUTION 2021-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER SETTING CITY PARKS AND RECREATION AREAS HOURS OF CLOSURE

WHEREAS, On Tuesday, July 27, 2021, the City Council adopted Ordinance 697 adding Title 11, specifically, Chapter 11.01 "City Parks and Recreation Areas" to the City's Code of Ordinances; and,

WHEREAS, Per Ordinance Title 11.01.030 It is unlawful for any person to remain in park and recreation facilities (except as noted in Section 11.01.035) during the designated hours of closure for the particular park or facility. The specific designated hours of closure for each park and/or recreation facility shall be set by City Council Resolution; and,

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

SECTION 1. All park and recreation facilities owned and maintained by the City of Exeter shall be open between the hours of 6 A.M. and 11 P.M. From 11 P.M. to 6 A.M., it is unlawful for any person to remain in any park or recreation facility, except as noted in Section 11.01.035, during these designated hours of closure.

Park and recreation facilities owned and maintained by the City of Exeter shall include but not limited to, Exeter City Park, Schroth Park, Joyner Park, Brick House Park, Schelling Park, Mixture Park, Rose Garden Park, Daniel Unger Park, Dobson Field, Planter Park, Dale Sally Memorial Water Tower Park, Exeter Bark Park and Exeter City Hall grounds.

Passed, approved, and adopted this 26th day of October 2021, by the following vote:

AYES: Hails; Mills; Alves
NOES:
ABSTAIN:
ABSENT: Barrer, Sally (inaudible)

Barbara Sally
Mayor

ATTEST: Shonna Oneal
City Clerk

RESOLUTION NO. 2025-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER, RESCINDING RESOLUTION 2021-25 AND SETTING THE CITY OF EXETER CITY PARKS AND RECREATION AREAS HOURS OF OPERATION TO BE BETWEEN THE HOURS OF 6:00 A.M. AND 10:00 P.M. AND CLOSED FROM THE HOURS OF 10:00 P.M. AND 6:00 A.M.

WHEREAS, on July 27, 2021, the City Council of the City of Exeter adopted Ordinance No. 697, adding Title 11, Chapter 11.01 "City Parks and Recreation Areas" to the City's Code of Ordinances; and

WHEREAS, Section 11.01.030 of the Exeter Municipal Code establishes that the specific designated hours of closure for each park and/or recreation facility shall be set by City Council Resolution, and that it is unlawful for any person to remain in a park or recreation facility (except as noted in Section 11.01.035) during the designated hours of closure; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 2021-25, establishing the hours of operation for all city-owned park and recreation facilities as 6:00 A.M. to 11:00 P.M.; and

WHEREAS, the City has received concerns from the community and the Police Department regarding public safety and late-night use of City parks and recreation areas after dark; and

WHEREAS, staff conducted a review of regional park hours as well as sunset and last light data for the past two years, which supports an earlier closure time; and

WHEREAS, the majority of comparable parks in the region close at 10:00 P.M., and the latest sunset in Exeter in recent years has not extended beyond 8:18 P.M., with the last light recorded no later than 8:28 P.M.; and

WHEREAS, adjusting the hours of operation from 6:00 A.M. to 10:00 P.M. will continue to provide sufficient access for recreational use while supporting the City's efforts to maintain safe and well-managed public spaces.

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

SECTION 1. Resolution No. 2021-25 is hereby rescinded in its entirety.

SECTION 2. All park and recreation facilities owned and maintained by the City of Exeter shall be open to the public between the hours of 6:00 A.M. and 10:00 P.M., and closed from 10:00 P.M. to 6:00 A.M. It shall be unlawful for any person to remain in any such park or recreation facility during the designated hours of closure, except as noted in Section 11.01.035 of the Exeter Municipal Code.

SECTION 3. Park and recreation facilities owned and maintained by the City of Exeter shall include, but are not limited to:

- Exeter City Park
- Schroth Park
- Joyner Park
- Brick House Park
- Schelling Park
- Mixter Park
- Rose Garden Park
- Daniel Unger Park
- Dobson Field
- Planter Park
- Dale Sally Memorial Water Tower Park
- Exeter Bark Park
- Exeter City Hall grounds

PASSED, APPROVED, AND ADOPTED this 12th day of August 2025, by the City Council of the City of Exeter by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____

Jacob Johnson, Mayor

ATTEST:

_____

Francesca Quintana, City Clerk

ORDINANCE NO. 697

AN ORDINANCE OF THE COUNCIL OF THE CITY OF EXETER ADDING TITLE 11, "CITY PARKS AND FACILITIES," AND SPECIFICALLY CHAPTER 11.01, "CITY PARKS AND RECREATION AREAS" TO THE CITY EXETER CODE OF ORDINANCES (MUNICIPAL CODE), AND DELETING CHAPTER 8.49 OF TITLE 8 AND SECTION 9.16.020 OF TITLE 9, CHAPTER 9.16 OF THE CODE OF ORDINANCES

WHEREAS, the City of Exeter is authorized by its City Charter to regulate the use of its Parks and other City-owned facilities, in order to ensure the public's safety and welfare; and

WHEREAS, many of the current park regulations have not been updated since 1977;

WHEREAS, the amendments address the setting of the hours of operation for City parks and facilities and various permitted and restricted activities; and

WHEREAS, the City Council of the City of Exeter finds that the amendments will help ensure that City Parks and Facilities continue to be safe recreational resources benefitting its community members and families;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EXETER DOES ORDAIN, AS FOLLOWS:

SECTION 1: Title 11("City Parks and Facilities"), and specifically, Chapter 11.01 ("City Parks and Recreations Areas"), Sections 11.01.010 through 11.01.210, are hereby added to the City of Exeter Code of Ordinances, as follows:

Title 11 – CITY PARKS AND FACILITIES

Chapter 11.01 – PARKS AND RECREATION AREAS

Sections:

Article 1. Definitions and Severability

11.01.010 Definitions.
11.01.015 Severability.

Article 2. Park Preservation and Permits

11.01.020 Park and recreation facility uses requiring a permit.
11.01.025 Application for use.

Article 3. Closure of Parks and Recreation Facilities During Designated Hours

11.01.030 Designated hours for closure of park and recreation facilities.
11.01.035 Exemptions.
11.01.040 Temporary change of designated hours of closure of park and recreation facilities.
11.01.045 Signs identifying hours of closure.
11.01.050 Temporary closure of park and recreation facilities.
11.01.055 Penalty.

Article 4. Prohibiting Alcoholic Beverages

11.01.060 Purpose.
11.01.065 Possession and consumption of alcoholic beverages on City- owned parks and recreation areas prohibited.
11.01.070 Warning signs posted.
11.01.075 Exceptions.
11.01.080 Penalties for violations.

Article 5. Prohibited Acts in Parks and Recreation Facilities

11.01.085 Purpose.
11.01.090 Camping in parks and recreation facilities prohibited.
11.01.095 Storage of personal belongings prohibited.
11.01.100 Tents and other enclosed temporary structures prohibited.
11.01.105 Fires prohibited in parks.
11.01.110 Fireworks prohibited in parks.
11.01.115 Firearms, air guns and other weapons prohibited in parks.
11.01.120 Commercial advertising prohibited in parks.
11.01.125 Littering, personal waste and dumping prohibited in parks.
11.01.130 Swimming, bathing, washing and fishing prohibited in park water features.
11.01.135 Nudity prohibited in parks.
11.01.140 Smoking prohibited in parks.
11.01.145 Operation of vehicles in parks.
11.01.150 Vandalism of park amenities prohibited.
11.01.155 Animals in City parks.
11.01.160 Golfing prohibited.
11.01.165 Hazardous games and devices prohibited.
11.01.170 Glass containers prohibited.
11.01.175 Loud music/amplified sound prohibited.
11.01.180 Generators and small engines prohibited.
11.01.185 Commercial activities prohibited.
11.01.190 Prohibition of carts in park facilities.
11.01.195 Prohibition of inflatable play structures.

Article 6. Removal and Suspension from Park and Recreation Facilities

11.01.200 Removal from parks.
11.01.205 Suspension from parks for disorderly conduct.
11.01.210 Penalty.

Article 1. Definitions and Severability

11.01.010 Definitions.

The following words, phrases and terms as used in this chapter shall have the following meanings:

"Abandoned personal property" means personal property to which the owner surrenders, relinquishes or disclaims all right, title, claim and possession, with intention of not reclaiming it or resuming its ownership, possession or enjoyment. Indicia of abandoned personal property shall include, but not be limited to, the act of leaving the personal property in a public park/recreation area so that it may be appropriated by the next comer.

"Alcoholic beverages" as used herein means and includes alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

"Available shelter" means a public or private shelter or similar accommodation, with an available overnight space, open to an individual or family unit experiencing homelessness, at no charge. A shelter shall not be considered available when the individual cannot occupy said space due to overcapacity, exhaustion of stay limitations, or when religious observance is required as a condition of gaining shelter.

"Camp," "Camping" or "Camping facilities" means placing, setting up or utilizing camping equipment such as tents, tarpaulins, temporary shelters whether commercially produced or improvised from random materials, cooking facilities, hammocks, ground cover, bedding, sleeping bags or other equipment of a similar nature used for living accommodation or lodging purposes in the outdoors. Camping does not include use of umbrellas or sun shades during the time the park is open to the public or the use of temporary structures pursuant to a permit issued pursuant to this chapter. An activity shall constitute camping when it reasonably appears, in light of all the circumstances, the participants in conducting these activities are in fact using the area as a sleeping or living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging. "Camping" shall not include merely sitting, lying or sleeping outside in a public park/recreation area or the use of a blanket, towel or mat in a public park/recreation area during the time the park is open to the public.

"Camp equipment" or "Camp paraphernalia" means tents, tarpaulins, lean-tos, huts, cardboard boxes, or similar make-shift temporary shelters constructed from random materials, as well as cooking facilities, hammocks, ground cover, bedding, sleeping bags, or other similar equipment used for living in the outdoors.

"Commercial activities" means the conduct of a business, profession, trade, occupation and all and every kind of calling carried on with or without the intent of making a profit.

"Inflatable play structure" means any inflatable structure used for recreational purposes that, when filled with air, provides a suitable surface or space for jumping, bouncing or sliding.

"Park amenities" means any man-made structure, monument, statue, vase, fountain, pole, wall, fence, railing, bench, picnic table, trash receptacle, arbor, shade structure, playground, building, landscaping, natural vegetation, lighting system, sprinkler system, and walking or biking trails, paths or walkways, and waterways.

"Park and recreation facilities" and "Public park/recreation areas" means all parks and their associated open spaces, pedestrian and biking trails, park amenities, buildings and recreation centers used by the public within the boundaries of the City limits of the City, and which are owned, operated and/or maintained by the City.

"Personal property" means tangible personal belongings or possessions, which shall include any movable or tangible thing that is subject to ownership; property or chattels that can be seen, weighed, measured, felt, or touched, including, but not limited to, furniture, appliances, camping facilities, camping paraphernalia, money, and/or books.

"Sound amplifying equipment" means any machine or device for the amplification of the human voice, music, or any other sound, or by which the human voice, music, or any other sound is amplified. Sound amplifying equipment shall exclude vehicle radios, portable music players and stereo equipment when used and heard only by the occupants of the vehicle in which same is installed or heard by the intended users. Sound amplifying equipment shall exclude devices on authorized emergency vehicles or other warning devices on any vehicle used only for traffic safety purposes.

"Store", "Stored" or "Storage" means to put aside personal property in a public park/recreation area or accumulate it for use when needed; to place personal property in a public park/recreation area for safekeeping; and/or to leave personal property unattended in a public park/recreation area.

"Tent" means shelter or structure that is not entirely open on all sides.

"Umbrellas or sun shades" means any canopy or cover that is open on all sides, from ground level to the top of the structure, and consists of pliable tent-like material such as canvas, nylon or other synthetic fabric, and that is held aloft by one or more supporting metal, plastic or wooden poles.

11.01.015 Severability.

The City council declares that it would have passed this chapter, sentence by sentence, paragraph by paragraph and section by section, and does hereby declare that the provisions of this chapter are severable and, if for any reason any sentence, paragraph, or section of this chapter shall be held invalid, such decision shall not affect the validity of the remaining parts of this chapter.

Article 2. Park Reservation and Permits

11.01.020 Park and recreation facility uses requiring a permit.

A. Park and recreation facilities are open to the public generally, however, certain areas or spaces within City parks and recreation facilities, as designated by the City Administrator or designee (hereinafter referred to in this Chapter as "designated areas," may be made available by reservation for exclusive use by persons and groups subject to issuance of a permit and payment of applicable fees. Any designated areas within City parks and recreation facilities may be used by the public on a

first come, first served basis; however, those designated areas must be vacated at the time permitted persons or groups arrive.

B. A permit is required for such designated areas within the boundaries of any public park/recreation area where any person or group seeks to:

1. Reserve a designated area for the purpose of a private gathering or private event.

2. Reserve a designated area for the purpose of a private gathering or private event that includes the possession and consumption of alcoholic beverages.

3. Reserve a designated area to hold a play, performance, sporting event, or organized practice which would infringe on the typical use or capacity of a designated area.

4. Reserve a designated area for the purpose of a private gathering or private event that includes the utilization of temporary, portable amenities, including but not limited to such things as inflatable play structures or temporary staging.

5. Utilize sound amplifying equipment in excess of the limits set forth in Section 11.01.180.

6. Utilize any park and recreation facilities for any activities involving a group event or coordinated gathering of fifty (50) or more persons, except as provided by subsection C. below.

7. Engage in any other activity that would otherwise infringe on or impede the typical use and capacity of a designated area or otherwise hinder, threaten or impede the public health and safety of the public use of park or recreation facilities.

C. Special and/or Community events, as defined in Chapter 5.48, conducted in parks, open space, trails, or recreation areas shall require review and approval in accordance with the requirements of Chapter 5.48.

11.01.025 Application for use.

A. The City Administrator or designee shall reserve the right to grant or deny all applications for the use of designated areas within City parks or recreation facilities. All applications for such use shall be signed by an adult eighteen (18) years of age or older who shall be responsible for compliance with the terms of the permit. Permits where the proposed use includes the possession and consumption of alcoholic beverages must be made in person by an adult twenty-one years of age or older.

B. Requests for use shall be made a minimum of three (3) days prior to the date of requested use. Applications may be modified up until one (1) business day prior to the date of the requested use.

C. The application for a permit shall include, but not be limited to, the following information:

1. Name of the applicant, the sponsoring organization(s), and name of the person in charge of the proposed activity.

2. Address and telephone number of applicant(s).

3. Park or building being applied for and the area involved.

4. Starting and finishing times of the proposed activity, and number of persons expected.

5. Nature of the proposed activity or activities, proposed site plan depicting the proposed layout for the event and locations for any equipment or temporary structures that may be brought into the park, duration of the event, and a description of the nature of the use of any sound amplifying equipment.

6. Notice of requirement of certificate of co-insurance for public liability, in the form of attachment to application, if required. All commercial owners, operators, and vendors of temporary portable amenities identified in Section 11.01.020B.4. utilized within park and recreation facilities shall comply with the following:

(1) maintain liability insurance covering bodily and property injury in the minimum amount specified by the City and name the City and its officials, agents and employees as an additional insureds on the liability insurance policy;

(2) submit to City prior to issuance of a permit a certificate of insurance naming City and its officials, agents and employees as additional insureds and stating that the insurance coverage will not be modified or canceled without prior written notice to the City; and

(3) provide to City evidence of a current City-issued business license.

D. Denial of an application shall be based on the following criteria:

1. When there is a conflict with a prior reservation, or a building or a park with the required capacity for the proposed activity is not available.

2. Refusal by an applicant to agree in writing to conditions of the permit.

3. Failure of an applicant to file an application in sufficient time for administrative review.

4. Failure to agree to provide personnel determined by the City to be necessary to properly police and protect the activity and other users of the facility or area due to the size or nature of proposed activity.

5. The filing of more than one application for the same facility at the same time. Under these circumstances, the City Administrator or designee will give consideration to the application first completed.

6. When usage of facility may damage, destroy, or detract from the City park or recreation facility and/or cause harm, injury, discomfort or displeasure to the other persons in or near the park or recreation facility.

7. Record of applicant or event not complying with regulations of this chapter.

E. An applicant may appeal a decision to deny an application for a permit to utilize park and recreation facilities. The applicant must file such appeal with the City Administrator within ten (10) days of the denial for a final determination, which shall be forthcoming within fifteen (15) days from the date the appeal is filed with the City Administrator.

F. Fees and deposits may be levied to offset City expenses incurred in providing services associated with or that otherwise may be required pursuant to the issuance of a permit. Basic rates for use of facilities are established by resolution adopted by the City council and are subject to change by the City council.

G. All persons to whom a permit is granted must agree in writing to hold the City harmless and indemnify the City, to the fullest extent permitted by law, from any and all liability for injury to persons or property occurring as the result of the activity sponsored by permittee, and said persons shall be liable to the City for any and all damages to parks, equipment and buildings owned or controlled by the City which result from the activity or permittee or is caused by any participant in said activity. A person exercising any of the privileges authorized by this policy does so at his own risk without liability on the part of the City for any injury to persons or property resulting therefrom.

H. Permit may be revoked if any terms or conditions of the permit are violated by the permittee or any agent or employee of the permittee. Said permit may be revoked by the City Administrator or designee with or without notice to the persons to whom the permit was issued, consistent with the requirements of this Code.

Article 3. Closure of Parks and Recreation Facilities During Designated Hours

11.01.030 Designated hours for closure of park and recreation facilities.

It is unlawful for any person to remain in park and recreation facilities (except as noted in Section 11.01.035) during the designated hours of closure for the particular park or facility. The specific designated hours of closure for each park and/or recreation facility shall be set by City Council Resolution.

11.01.035 Exemptions.

A. Section 11.01.030 shall not apply to any person in a park or recreation facility when such a person is participating in, going to, or coming from an activity which is either sponsored or co-sponsored by a public entity, or is carrying on such activity pursuant to a valid permit or license issued by the City. Said Section 11.01.030 shall further not apply to any peace officer or other duly authorized public employee acting within the course and scope of his/her employment.

B. An individual or family unit experiencing homelessness may not be cited for violation of Section 11.01.030 unless it is confirmed that there is available shelter as defined in Section 11.01.010.

11.01.040 Temporary change of designated hours of closure of park and recreation facilities.

The City Administrator or designee shall have the authority to change the designated hours of closure required by Section 11.01.030 for a designated period of time or indefinitely. In the event that the designated hours for any park and recreation facility are changed pursuant to this section, the hours of closure designated by this section shall be posted in accordance with the requirements of Section 11.01.045. Said action shall be taken when the City Administrator determines that circumstances exist justifying the modification of the designated hours of closure for any park and recreation facility in order to prevent the occurrence of dangerous, unlawful, or impermissible activities.

11.01.045 Signs identifying hours of closure.

Each park and recreation facility subject to closure during specified hours pursuant to this article shall be properly and appropriately posted. Signs setting forth the hour and time of closure and reopening of the park and recreation facility as provided in this article shall be posted at or near entrance ways to said park and recreation facility, or in otherwise conspicuous locations as determined by the City Administrator or designee. Said signs shall be not less than one square foot in area and shall contain lettering, not less than one-half inch in height, identifying the hours during which the park and recreation facility shall be closed, and further advising the public that entry to the park and recreation facility or remaining on the facilities' grounds between the designated hours is a violation of law. In the event that there are no clear and obvious entrance ways or natural or manmade barriers which prohibit access to or entry upon a park or recreation facility subject to this article, signs shall also be posted at intervals of every three hundred (300) feet along the perimeter of the facility accessible to the public.

11.01.050 Temporary closure of park and recreation facilities.

The City Administrator or designee shall have the authority to temporarily close any park and recreation facility or portion thereof and require the exit of all persons therein when the City Administrator or designee determines that conditions exist at or in said park and recreation facility or portion thereof which present a hazard to the park and recreation facility or to the health and safety of the public, or for the purposes of constructing or maintaining park and recreation facilities and/or associated park amenities. The City Administrator or designee shall have the authority to temporarily close any park and recreation facility or portion thereof at any time and for any interval of time, either temporarily or at regular or stated intervals, and either entirely or merely to certain uses, as the City Administrator or designee shall find reasonably necessary to achieve the objectives of this section.

11.01.055 Penalty.

Every person, association, or corporation who intentionally violates any of the provisions of this article is guilty of a misdemeanor. Upon conviction thereof, the violation shall be punishable by a maximum criminal fine of $1,000.00, or as otherwise set by Resolution of the City Council, or the county jail not to exceed ten days, or by both such fine and imprisonment. Each separate day or any portion thereof during which any violation of this chapter occurs or continues constitutes a separate offense. Furthermore, the City may cite and enforce any violations of this article as otherwise authorized by and in accordance with this Code.

Article 4. Prohibiting Alcoholic Beverages

11.01.060 Purpose.

A. The purpose of this article is to prohibit the possession and consumption of all alcoholic beverages in all City parks and recreation facilities except in specially designated City parks with a permit.

B. Police officers responding to all calls for assistance at City parks and recreation facilities have frequently encountered intoxicated persons and on some occasions, belligerent individuals and groups. The consumption of alcoholic beverage often makes control of such situations, which are already tense, very difficult. In addition, the excessive consumption of alcoholic beverage in and of itself often results in the need for law enforcement intervention. This results in increased costs to the City and impedes criminal investigations negatively affects the safety of the public and community's health and welfare.

C. The purpose of this article is, therefore, to:

1. Minimize community exposure to certain negative behavior and incidents that are associated with the consumption of alcoholic beverages;

2. Reduce the expenditure of time spent by law enforcement officers dealing with the aforementioned type of issues; and

3. To maintain an environment which is conducive to, and reflects the community commitment to a safe and healthy public environment.

11.01.065 Possession and consumption of alcoholic beverages on City-owned parks and recreation areas prohibited.

It is unlawful for any person to possess and/or consume any alcoholic beverage within the boundaries of any public park/recreation area. The City Administrator or designee shall maintain a listing of the park and recreation facilities where possession and consumption of alcoholic beverages may be allowed with a permit issued pursuant to Article 2.

11.01.070 Warning signs posted.

Each park or recreation area shall be clearly posted with a warning sign at all common entry points, and a sign shall be posted every three hundred (300) feet when a park or recreation area's boundary is adjacent to a public street. Signs posted at park and recreation facilities where possession and consumption of alcoholic beverages may be allowed by permit shall state the following:

"Possession and/or consumption of any alcoholic beverage without a permit is prohibited by City Ordinance Section 11.01.065."

Signs posted at all remaining parks shall state the following:

"Possession and/or consumption of any alcoholic beverage is prohibited by City Ordinance Section 11.01.065."

11.01.075 Exceptions.

A person may be exempt from this article if the following is applicable:

A. A person (group/activity representative) must have applied for, been granted and be in possession of and compliance with a permit issued pursuant to Article 2 of this chapter to possess and consume alcoholic beverages.

B. The permit must be presented to any City official or police officer upon request. Such permit shall state the designated park and specific group/activity area reserved for the permit. The person who has applied for and is in possession of such permit, shall be responsible for notifying those persons in the group/activity of such designated areas of use and any other restrictions associated with the permit, and shall be responsible for ensuring that those individuals consuming alcoholic beverages are of legal age to do so. The permit shall expire according to the terms of the permit, or in the absence of a designated expiration time, at the conclusion of the sanctioned event or designated hour for park closure, whichever occurs first.

C. Attendance at facilities which have controlled access and/or are physically separated from the remainder of a City park/recreation area by a common barrier or fence, and provided such facilities are being utilized for their intended purposes (playgrounds, softball fields, sports complex, etc.) may be exempted from time to time from this prohibition of no possession or consumption of alcoholic beverages if so designated by the City Administrator or designee.

11.01.080 Penalties for violations.

Any person, violating any of the provisions of this article, shall be guilty of a misdemeanor, and upon conviction thereof, said violation shall be punishable by a criminal fine of not more than one thousand dollars ($1,000.00) or by the imprisonment in the County of Tulare jail for not more than six months, or both such fine and imprisonment. The City attorney or his/her designee will have the discretion to reduce said violation to an infraction. The penalty for an infraction shall be set by Resolution of the City Council. Furthermore, the City may cite and enforce any violations of this article as authorized by and in accordance with this Code.

Article 5. Prohibited Acts in Parks and Recreation Facilities

11.01.085 Purpose.

A. The purpose of this article is to maximize the community enjoyment of park and recreation facilities and to prohibit activities and behavior which interfere with this objective to the detriment of the public health, welfare and safety.

B. This article shall apply to conduct in public park/recreation areas and be enforceable notwithstanding the standards provided in Section 11.01.060.

11.01.090 Camping in parks and recreation facilities prohibited.

A. It is unlawful and a public nuisance for any person to establish, maintain, or operate a camp or occupy camp facilities, and to utilize camping equipment or camping paraphernalia while camping or occupying camping facilities, in any public park/recreation areas. "Establish" means setting up or moving camping equipment or camp paraphernalia in park and recreation facilities to camp or operate camp facilities. "Maintain" means keeping or permitting camping equipment or camping paraphernalia to remain in a park or recreation facility in order to camp or operate camping facilities. "Operate" means participating or assisting in establishing or maintaining a camp or camping facilities.

B. An individual or family unit experiencing homelessness may not be cited for violation of subsection A. during the established overnight park closure hours unless it is confirmed that there is available shelter as defined in Section 11.01.010.

C. Notwithstanding the exemption provided for in subsection B., camping facilities, camping equipment, and camping paraphernalia may not be affixed or attached to, or constructed upon or with, or otherwise located within ten (10) feet from, any park amenities.

D. Camping may be permitted in park and recreation facilities in conjunction with any City sponsored and approved event.

11.01.095 Storage of personal belongings prohibited.

A. It shall be unlawful and a public nuisance for any person to store personal property in any public park/recreation area, except as otherwise approved in writing by the City Administrator or designee or by resolution of the City Council. Personal property stored in public park/recreation areas in violation of this section shall be impounded pursuant to the requirements of this section. Any personal property left in any public park/recreation area at the time the public park/recreation area is closed to the public, whether or not the personal property is unattended, shall be immediately impounded, pursuant to this section. Notwithstanding these prohibitions, an individual or family unit experiencing homelessness may not be cited for violation of this section during the specified overnight park closure hours unless it is confirmed that there is available shelter as defined in Section 11.01.010.

B. The provisions of this section shall not apply to abandoned personal property, which shall be disposed of forthwith.

C. The Chief of Police or the City Administrator, or their designees, are authorized to impound personal property pursuant to the provisions this section, and shall make provisions for the receipt and safekeeping of personal property coming into his or her possession pursuant to this section. A receipt shall be issued to the person delivering such personal property, unless the personal property was found in the course of employment by an employee of the City. The Chief of Police or the City Administrator, or their designees, shall notify the owner of the personal property if his or her identity is reasonably ascertainable, or, if the identity of the owner is not reasonably ascertainable, cause a notice to be left in a prominent place on or near the location of the personal property for any personal property impounded pursuant to this section, advising that the City is in possession of the personal property and the location where it may be claimed.

D. Notice prior to impoundment.

1. Stored personal property may be impounded without notice if there is a reasonable belief that it is abandoned, presents an immediate threat to public health or safety, is evidence of a crime, is evidence in a criminal investigation, or is contraband.

2. The City may erect signs in public parks/recreation areas stating that any personal property stored in those areas will be impounded. Those signs shall serve to provide the notice required by this section.

3. If neither subsection 1. nor subsection 2. apply, personal property unlawfully stored in public parks/recreation areas shall be impounded only after a notice is provided to the owner of the personal property or left at or near the location of the personal property advising that the personal property will be impounded if it is not removed. This notice will specify a time when the personal property will be impounded if it is not removed.

E. If, after any notice required by subsection D. is given, personal property remains unlawfully stored in a public park/recreation area, that personal property may be impounded. The person impounding the personal property shall leave a notice in a conspicuous place at or near where the personal property was located prior to being impounded, advising where the personal property is being kept and when and where it may be claimed by its owner.

F. Personal property coming into possession of the City pursuant to this section shall be deposited in a safe place for a period of at least ninety (90) days. If the personal property consists of money, it shall be deposited with the Finance Director or designee for a period of not less than ninety (90) days, unless sooner claimed by its owner. In the event the personal property or money is not claimed within ninety (90) days, it shall be deemed to be abandoned personal property, subject to disposition as provided in this section.

G. During the time that any personal property is held by the City, it may be delivered or paid to its owner as follows:

1. The personal property shall be delivered upon proof of ownership satisfactory to the Chief of Police or the City Administrator, or their designees, after ten (10) days' notice by mail to any other person(s) who have asserted a claim of ownership at any address given by such person(s).

2. If the personal property consists of money, it shall be paid to the owner upon written order from the Chief of Police or the City Administrator, or their designees, to the Director of Finance. The Chief of Police or City Administrator, or their designees, shall make such order upon the same proof of ownership and with the same notice as prescribed in the case of personal property.

3. If ownership cannot be determined to the satisfaction of the Chief of Police or the City Administrator, or their designees, he or she may refuse to deliver the personal property or refuse to order the payment of such money to anyone until ordered to do so by a court of competent jurisdiction.

H. Upon expiration of the ninety-day period, any personal property received by the City and not delivered to the owner may be appropriated to the use of the City upon order of the City Manager or his or her designee, on his or her finding that the personal property is needed for a public use, and any personal property not appropriated to City use may be disposed of or sold at public auction to the highest bidder. All unclaimed money received by the Chief of Police, and not delivered to the owner during the ninety-day period, shall thereafter be deposited in the general fund.

I. Subject to the provisions of subsection I. below, any personal property coming into the possession of the Chief of Police or designee may be disposed of immediately and without notice, in a manner that the Chief of Police or designee determines to be in the public interest, when such personal property is perishable, contraband, or constitutes an immediate threat to the public health or safety.

J. The provisions of this chapter shall not apply to real or personal property or money subject to confiscation pursuant to state or federal law, to personal property that constitutes evidence of a crime, evidence in an ongoing criminal investigation and/or civil proceeding pursuant to state or federal law.

11.01.100 Tents and other enclosed temporary structures prohibited.

A. It is unlawful for any person to set up and utilize a tent or similar temporary shelter or improvised make-shift structure from random items, which is not open on all sides in a public park/recreation area, except as when authorized by a permit issued pursuant to Article 2. Only the use of umbrellas or sun shades is permissible in a public park/recreation area.

B. Notwithstanding these prohibitions, an individual or family unit experiencing homelessness may not be cited for violation of this section between the specified park closure hours unless it is confirmed that there is available shelter as defined in Section 11.01.010.

11.01.105 Fires prohibited in parks.

No person shall kindle or build a fire in any park or recreation facility, including the use or portable fire rings or any other receptacle or park amenity for the purpose of creating or containing a fire, unless a permit is issued pursuant to Article 2 of this chapter or as part of a City sponsored function. A fire that is lighted and maintained in a bbq grill being utilized for cooking purposes only, and only in designated areas, shall be exempt from this prohibition. Installed park grills are designed for charcoal-based cooking, and no other flammable material may be used in them. Grill fires shall be completely extinguished before leaving the park and recreation facility. Fires solely for the purpose of personal warmth are not allowed, and park grills shall not be used as a trash receptacle.

11.01.110 Fireworks prohibited in parks.

A. No person shall bring, possess or set off in any public park/recreation area any firecrackers, rockets, or other fireworks or explosives, including so-called "safe and sane" fireworks. No person shall discharge any firecracker, torpedo, rocket, flare or other firework or explosive that lands in any public park/recreation area.

B. Organizations may discharge fireworks as part of a public gathering or patriotic celebration, provided a permit for such discharge or display has been obtained pursuant to Article 2.

11.01.115 Firearms, air guns and other weapons prohibited in parks.

No person other than peace officers in the discharge of their duties shall use, maintain, possess, fire, or discharge any firearm, air gun, spring gun, flare gun, or other weapon potentially dangerous to wildlife or human safety in park and recreation facilities, except in areas, at times, and under conditions designated by the City Administrator or designee for such use.

11.01.120 Commercial advertising prohibited in parks.

No person, business or organization shall display, post or distribute placards, signs, handbills, pamphlets, fliers, circulars, books or other writings containing commercial advertising matter in parks and recreation facilities without the prior written approval of the City Administrator or designee.

11.01.125 Littering, personal waste and dumping prohibited in parks.

A. No person shall throw, discharge, or otherwise place or cause to be placed in the waters of any park facility's fountain, pond, lake, stream, or other body of water or in any tributary, stream or drain flowing into such waters, any substance, matter, or thing, liquid or solid, including, but not limited to, particles or objects made of paper, metal, glass, garbage, rubbish, rubber, fuel/oil, food matter, wood, fiber, and plastics.

B. Receptacles are provided for trash related to park activities. Park users shall throw their trash in designated receptacles. Should provided trash receptacles fill up, park users may leave their remaining refuse immediately adjacent to the full trash receptacle. It shall be unlawful for any person to enter, occupy or sleep in any trash receptacle.

C. No person shall bring and leave refuse, furniture or surplus material from another property, including home-based litter and refuse and/or business-related refuse, for the purpose of dumping it.

D. No person shall deposit or cause to be deposited urine, fecal matter, or other bodily discharges within park and recreation facilities, with the exception of within the normal use of designated restrooms. Park and recreation facility restrooms and washrooms are designated multi-use, men/women facilities, to be used by more than one person at a time for their designated purpose and for a reasonable time period. This rule shall not apply to children under the age of eight (8) years, or persons with special needs, who may be accompanied by a person responsible for that child or person.

11.01.130 Swimming, bathing, washing and fishing prohibited in park water features.

No person shall swim, fish, bathe, wash personal items or clothing, wade, row, sail or operate any boat, radio-controlled or non-radio-controlled water toy or model, craft, or other device, on or in any pond, lake, stream, splash pad, drinking fountain or other water feature within a park and recreation facility, except at such place and/or time period designated and provided by the City Administrator or designee for such use.

11.01.135 Nudity prohibited in parks.

No person over the age of ten (10) shall appear, swim, bathe, sunbathe, change clothes, disrobe, walk or be in any public park/recreation area in a state of undress, so as to possibly cause a public nuisance, unless required to be permitted by law.

11.01.140 Smoking prohibited in parks.

No person shall smoke any substance or dispose of any lighted match or cigarette, cigar, or pipe ashes or any flaming or glowing substance in any park and recreation facilities. This rule includes processes known as "vaping".

11.01.145 Operation of vehicles in parks.

A. Except as permitted by the City Administrator or designee, it is unlawful for any person, other than when engaged in the performance of duties as a City employee, to drive or park any motor vehicle in or upon any public park/ recreation area, greenbelt, or other open space area except for those areas specifically designated for vehicular traffic.

B. It is unlawful for any vehicle with a gross weight of over fourteen thousand (14,000) pounds or a maximum width of over one hundred and two (102) inches to use the road in any public park/recreation area except when specifically authorized for the delivery of goods. This rule shall not apply to parks, maintenance, or emergency vehicles.

C. Electric-powered and unpowered single or multi-wheeled bicycles and personal conveyances may be utilized on designated trails, provided noise levels are within limits (see Section 11.01.180). Such vehicles are not to be operated in a negligent, unsafe, or reckless manner, so as life, limb or property may be endangered. Pedestrians shall retain the right of way on trails.

D. Except for licensed, operational vehicles in designated roadways and parking areas, gas-powered vehicles or conveyances are prohibited in all other areas of park and recreation facilities. This provision shall not apply to City personnel acting in their official capacity, or those provided express permission of the City Administrator or designee.

E. No person shall abandon any motorized vehicle within the boundaries of a park and recreation facility.

F. No person shall wash or repair any automobile or other motorized vehicle within the boundaries of any park and recreation facility.

11.01.150 Vandalism of park amenities prohibited.

A. It is unlawful for any person to destroy, mutilate, damage or deface any park amenities in any public park/recreation area.

B. Any person violating the provisions of this section shall be subject to prosecution for vandalism pursuant to California Penal Code Section 594.

11.01.155 Animals in City parks.

A. It is unlawful for any person to bring, have, allow, or free any animal within the perimeter of any public park/recreation area, including but not limited to, any horse, fowl, bovine or other domestic animal, or any reptile or other wild animal except:

1. When prior approval has been given by the City Administrator or designee;

2. When authorized in designated off-leash dog areas pursuant to Chapter 6.08;

3. When dogs or other permitted animals are restrained by leash or similar device; and

4. Law enforcement dogs acting in the performance of their duties, or otherwise participating in a City authorized training event or exhibition.

B. It is unlawful in any manner to tease, annoy, disturb, molest, catch, injure or kill, throw at or strike with any object, any animal, bird, or fowl in any public park/recreation area.

C. A dog may be released from its leash only within the confines of a designated off-leash area. The owner and animal must comply with all rules and regulations as outlined in Section 6.08.051, Off-Leash Pet Areas.

11.01.160 Golfing prohibited.

It is unlawful for any person to play, practice, putt or otherwise engage in the game of golf within the confines of any public park/recreation area. Disc or Frisbee Golf is exempted from this rule, provided it is played within designated areas.

11.01.165 Hazardous games and devices prohibited.

It shall be unlawful for any person to use remote controlled flying recreational devices in any public park/recreation areas. Park users shall refrain from solid or liquid fueled rocket use, archery, paintball, air gun, sling shot, hardball or any similar games of a hazardous nature in public park/recreation areas, except at such places and times as shall be specifically established by the City Administrator or designee. While using designated areas for any activity listed above, use of such devices shall not be disruptive to wildlife, to park patrons, or to park property and such use shall comply with all applicable federal or state regulations.

11.01.170 Glass containers prohibited.

It shall be unlawful to possess any container made of glass in any public park/recreation area or to bring, carry, or transport any container made of glass into any public park/recreation area.

11.01.175 Loud music/amplified sound prohibited.

A. It is unlawful for any person to emit from their vehicle, personal electronic music player, or other amplified sound device, music or noise which exceeds sixty (60) decibels at fifty (50) feet and interferes with other uses in any public park/recreation area unless a permit authorizing the use of amplified music has been issued pursuant to Article 2 of this chapter.

B. It is unlawful for any person to use, operate any loudspeaker or sound amplifying equipment in fixed or moveable position for the purposes of giving instructions, directions, talks, addresses, or lectures or for transmitting music to any persons or assemblages of persons, in or upon any public park/recreation area without first obtaining a permit authorizing such use pursuant to Article 2 of this chapter. This provision shall not apply to law enforcement personnel of government agencies acting in their official capacity.

11.01.180 Generators and small engines prohibited.

It is unlawful to use generators and small engine motors in any public park/recreation area that emit noise which exceeds sixty (60) decibels at fifty (50) feet without first obtaining a permit authorizing such use pursuant to Article 2 of this chapter. This provision shall not apply to City personnel acting in their official capacity.

11.01.185 Commercial activities prohibited.

It is unlawful to conduct commercial activities in any public park/recreation areas without prior authorization from the City Administrator or designee. Such authorization shall include either a special event permit, a sidewalk vendor permit, or a concession agreement, temporary access license or similar binding written authorization.

11.01.190 Prohibition of carts in park facilities.

Within the boundaries of all public parks/recreation areas, no person shall use a shopping cart, basket that is mounted on wheels or a similar device that is primarily used for the purpose of transporting goods of any kind. The only exception shall be carts being utilized for recreational equipment, wheeled ice chests that are being used for food product, pursuant to a permit issued pursuant to Article 2, or as otherwise authorized by the City Administrator or designee.

11.01.195 Prohibition of inflatable play structures.

A. Use of inflatable play structures at park and recreation facilities is prohibited without a permit issued pursuant to Article 2 of this chapter.

B. The use of inflatable play structures in City park or recreational facilities by any person or entity obtaining a permit is permitted only under the following conditions:

(1) permittee must operate the inflatable play structure in compliance with all local and state statutes, rules, codes and regulations;

(2) permittee shall ensure that adults will, at all times, supervise the use of bounce houses by children;

(3) permittee shall ensure that inflatable play structures will be in good and safe working order and utilized in accordance with all manufacturer guidelines and limitations (e.g., weight and occupancy restrictions);

(4) inflatable play structures and related equipment will be used in such a manner that they do not pose a threat to the public (e.g., generators will not be placed in walkways or other areas that would cause a tripping hazard);

(5) as a condition of using inflatable play structures in park or recreational facilities, the permittee and all persons who utilize bounce houses will, to the fullest extent permitted by law, indemnify, defend, and hold the City and its officials, agents and employees harmless from any and all losses, damages, injuries, death, and claims that may result from the use of bounce houses in City parks or recreational areas.

C. Use of inflatable water features such as water slides, wading/swimming pools or slip and slides or other similar features on City parks or properties is prohibited.

Article 6. Removal and Suspension from Park and Recreation Facilities

11.01.200 Removal from parks.

Any person who interferes with any City employee or obstructs or interferes with a peace officer in the performance of his or her duties, or who by his or her conduct, interferes with the use of any public park/recreation area by any other person, or who has committed any public offense within any public park/recreation area, shall be required to leave the public park/recreation area. No person who has been required to leave a public park/recreation area pursuant to this section shall return to or enter any public park/recreation area until the public park/recreation area reopens the following day.

11.01.205 Suspension from parks for disorderly conduct.

A. The Council finds that disorderly conduct in a public parks/recreation areas that is dangerous, harmful, offensive, disruptive, or that is a public nuisance obstructs or interferes with the enjoyment of the park and negatively impacts the community and should be prevented through suspensions of the privilege of enjoying the City's public parks/recreation areas.

B. The City Administrator or designee is hereby authorized to suspend the individual committing the following offenses from utilizing park areas for a period of up to twelve (12) months:

1. Unlawful possession of a controlled substance or illegal drug paraphernalia in a public park/recreation area; (as set forth in Division 10 of the California Health and Safety Code).

2. Possession of a deadly weapon (as set forth in Part 6 of the California Penal Code) in a public park/recreation area.

3. Commission or solicitation of an act of prostitution in a public park/recreation area (as set forth in Chapter 2.5 of Division 15 of Title 1 of the California Penal Code).

4. Commission of an act of criminal assault or battery (as set forth in Chapter 9 of Division 8 of Title 1 of the California Penal Code) on another person in a public park/recreation area.

5. Commission of an act of vandalism in a public park/recreation area (as defined by California Penal Code Section 594).

6. Commission of an act of indecent exposure in a public park/recreation area (as defined by California Penal Code Section 314).

7. Commission of any other violation of this Code or state law on three (3) separate occasions within a thirty (30) day period within a park or park area.

C. The City Administrator or designee shall make the determination to impose a suspension pursuant to this section on the basis of substantial evidence. A record of arrest or citation for any of the above qualifying acts or violations, regardless of whether a conviction has resulted, may be considered substantial evidence sufficient to support a suspension under this section. The City Administrator or designee shall consider any other relevant evidence available.

D. In imposing a suspension pursuant to this section, the City Administrator or designee shall provide notice of suspension, by serving written notice on the person receiving the suspension in the same manner as set forth in Chapter 1.13. of this Code. Persons receiving notice of suspension may request an administrative appeal hearing as described in Section 1.13.100 et seq. of this Code within ten (10) days of receiving notice of suspension. The suspension shall not be stayed pending the appeal process. At the hearing the rules applicable to administrative hearings under the Exeter Municipal shall apply. The individual may present evidence to demonstrate why the suspension should not be issued, which, may include but is not limited to: questioning witnesses; providing evidence showing the underlying acts did not occur; or providing evidence as to why the underlying acts were not dangerous, harmful, offensive, disruptive, or otherwise constitute a public nuisance. The hearing officer shall have the authority to uphold any issued suspension, reverse the suspension, or reduce the term of any suspension.

E. Suspended persons are not allowed by the City to use public park/recreation areas during the term of suspension or to obtain a permit for the use of public park/recreation areas from the City. Violators may be cited for a violation of this section and must immediately leave the public park/recreation area.

11.01.210 Penalty.

A. Every person, association, or corporation who intentionally violates any of the provisions of this chapter is guilty of a misdemeanor. Upon conviction thereof, a violation shall be punishable by a fine not to exceed $1,000.00 dollars ,or by imprisonment in Tulare County jail not to exceed ten days, or by both such fine and imprisonment. Each separate day or any portion thereof during which any violation of this chapter occurs or continues constitutes a separate offense and, upon conviction thereof, shall be punishable as provided in this section.

B. Notwithstanding the classification of a violation of this article as a misdemeanor, at the time an action is commenced to enforce the provisions of this article, the trial court, upon recommendation of the City Attorney, may reduce the charge of the offense from a misdemeanor to an infraction pursuant to Section 19 of the California Penal Code.

C. Notwithstanding subsections A and B above, the City may cite and enforce any violations of this Chapter in accordance with the remedies and enforcement provisions of this Code, including but not limited to those specified in Chapter 1.13.

SECTION 2: Chapter 8.49 (Sections 8.49.010 and 8.49.020) of Title 8 of the City of Exeter Code of Ordinances is hereby deleted in its entirety.

SECTION 3: Section 9.16.020 of Title 9, Chapter 9.16 of the City of Exeter Code of Ordinances is hereby deleted.

SECTION 4: If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 5: This Ordinance shall be in full force and effect thirty (30) days after its final adoption by the City Council. The City Clerk shall cause this ordinance, or a summary thereof, to be published in accordance with applicable law.

The foregoing ordinance was passed and adopted by the City Council of the City of Exeter on a motion of Council Member Alves and seconded by Council Member Garver at a regular meeting held on July 27, 2021 by the following vote:

AYES: Alves, Sally, Garver, ~~Sally~~ Hails, Mills
NOES:
ABSTAIN:
ABSENT:

Barbara J. Sally
Mayor

ATTEST:

City Clerk

Agenda Item Staff Report

Agenda Item Number: **J.4.**

For action by:
☒City Council

Regular Session:
☐Consent Calendar
☒Regular Item
☐Public Hearing

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
August 12, 2025

Wording for Agenda:
Consider Approval of Resolution No. 2025-34, A Resolution of the City Council of the City of Exeter Approving Amendments to the Exeter City Council Handbook of Rules and Procedures to Update the Process for Placing Items on the City Council Agenda.

Submitting Department:
Administration

Contact Name:
Jason Ridenour, City Administrator

Department Recommendation:
City Staff recommends that the City Council consider the proposed amendment to the Exeter City Council Handbook of Rules and Procedures to establish a formal process for Council Members to request items be placed on a future agenda. The City Council may choose to adopt the proposed amendment as presented by approving Resolution No. 2025-34 or continue discussion and direct staff to return with a revised version of the amendment at a future meeting.

Summary:
At its meeting on July 22, 2025, the City Council approved Council Member Riddle's request for an agenda item to be considered to amend the City Council Handbook of Rules and Procedures. Chapter 2 of the Exeter City Council Handbook of Rules and Procedures ("City Council Agenda Item Referrals" section) currently allows Council Members to request future items. The proposed amendment would create an additional process allowing Council Members to submit written requests to the City Administrator in advance of a meeting in addition.

If approved, the amendment provides a City Council Member with the option to email the City Administrator at least seven (7) days prior to a regularly scheduled City Council Meeting to request placement of an item on the Consent Calendar. If approved by the majority of the Council, the item would be placed on the next meeting agenda as an individual business item.

The City Council may adopt the proposed amendment tonight via Resolution No. 2025-34 or provide additional feedback and direct staff to bring back a revised version for consideration at a future meeting.

Background:

The City Council Handbook was adopted on October 25, 2022, and amended on March 12, 2024, and January 14, 2025.

Chapter 2, Section T, City Council Agenda Item Referrals currently states: Any Council Member may, at a regularly scheduled meeting under "City Council Items of Interest", request a matter which is not otherwise scheduled on a City Council agenda to be placed on a future agenda. The Council Member referring the item shall provide a brief description of the subject to be printed on the agenda, sufficient to inform the City Council and public of the nature of the item.

The City Council, after considering the referral, may either refer the matter to staff to schedule as a future City Council agenda item or they may, by concurrence of the majority, advise to not place on a future agenda.

The proposed draft amendment if approved would be added to Chapter 2, Section T, City Council Agenda Item Referrals stating: In addition to the verbal request process above, any City Council Member may also submit a written request via email to the City Administrator no less than seven (7) days prior to a regular City Council meeting, requesting that an item be listed on the Consent Calendar for Council consideration to be placed as an individual business item at a future meeting. If approved by majority vote of the City Council, the requested item will be placed on a future regular meeting agenda for discussion.

The proposed amendment is intended to support City Council Member engagement while maintaining a clear agenda-setting process. By introducing a written request mechanism, it provides a practical way for City Council Members to bring forward items of interest for future consideration. The draft City Council Handbook of Rules and Procedures including the proposed language is included with this report as a redlined document for the Council's review and consideration.

Prior City Council Actions:

- Original Adoption of the City Council Handbook of Rules and Procedures (10/25/22)
- Periodic policy updates and procedural amendments (3/12/24, 1/14/25)

Fiscal Impact:

There is no fiscal impact associated with this item.

Attachments:

- Exeter City Council Handbook of Rules and Procedures – Redline copy
- Exeter City Council Handbook of Rules and Procedures – Clean copy
- Resolution No. 2025-34

Recommended motion to be made by the City Council:

I move to adopt Resolution No. 2025-34, A Resolution of the City Council of the City of Exeter Approving Amendments to the City Council Handbook of Rules and Procedures to Update the Process for Placing Items on the City Council Agenda.

EXETER CITY COUNCIL

HANDBOOK OF RULES AND PROCEDURES

PREFACE

As provided by California Government Code Section 36813, the City Council of the City of Exeter established the Handbook of Rules and Procedures contained herein. The Handbook shall be in effect upon adoption by the City Council and shall remain in effect until such time as it is amended, or new rules are adopted in the manner provided herein.

In addition to the Handbook of Rules and Procedures, the City Council has included in this document other information which may be useful to the City Council, administrative staff, and the general public. This document is to be known as "The Handbook of Rules and Procedures of the City Council of the City of Exeter."

Adopted October 25, 2022
Resolution 2022-42, dated October 25, 2022

Amended March 12, 2024
Resolution 2024-04, dated March 12, 2024

Amended January 14, 2025
Resolution 2025-02, dated January 14, 2025

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CHAPTER 1
GENERAL INFORMATION, POWERS AND DUTIES

A. THE CITY OF EXETER

The City of Exeter has a City Council/City Administrator form of government.

Under this form of government, the elected City Council sets the policies for the operation of the Exeter City Government.

The administrative responsibility of the city rests with the City Administrator, who is appointed by the City Council.

B. COUNCIL ELECTIONS

The City Council consists of five members, elected by-district in five single-member districts. One member of the City Council shall be elected from each district by the voters of that district alone. Each Council Member serves four-year staggered terms, without limit. Elected Officials serve until his/her successor has been elected and qualified. Elections are held in November of even numbered years.

The City contracts with the County of Tulare to handle municipal elections.

C. VACANCIES

Pursuant to the Exeter City Charter the process for filling a vacancy in any elective office, from whatever cause arising, shall be set by Ordinance. The City has not designated a process for backfilling a vacancy created mid-term so the process requirements are dictated by general law. Government Code 36512 specifies how general law cities fill vacancies. Within 60 days of the creation of the vacancy, the City Council must either fill by appointment or call for a special election. If the Council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy by special election would hold office for the remainder of the unexpired term of the former incumbent.

The other option to fill the Council vacancy is by appointment within 60 days of the vacancy. If the vacancy occurs in the first half of the term, the person appointed to fill the vacancy shall hold office until the next general election. If the vacancy occurs in the second half of the term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office for the unexpired balance of the term of office.

Any individual appointed to a vacancy must be a registered voter and reside within the district in which the appointment is to be made.

If any officer of the City shall remove from the City or absent himself/herself therefrom for more than thirty (30) days consecutively without the permission of the Council, or shall fail to qualify, or shall resign, or be convicted of a felony, or be adjudged insane, his/her office shall thereupon become vacant.

D. MAYOR/MAYOR PRO TEM SELECTION

The Mayor and Mayor Pro Tem are members of the City Council and selected by said Council and not elected by the voters. These positions typically serve a period of two years, without limit.

E. COMPENSATION

The City of Exeter Municipal Code Section 2.04.030 provides that Council Members, including the Mayor, are entitled to receive the sum of ten dollars for each meeting of the council the individual attends, whether such meeting be a regular meeting, a special meeting, or adjourned or a continued meeting no more than four meetings in any calendar month. The Council Members and their immediate family members have the option of participating in the City's wellness clinic at their cost. Expenses for city related business (i.e. meetings, conference attendance, League Division dinners, etc.) are covered by the City. No other compensation is provided.

F. CITY CLERK

The City Clerk is appointed by the City Council by a majority vote. The City Clerk is the local official for elections, local legislation, the Public Records Act, the Political Reform Act, and the Brown Act (open meeting laws). Before and after the City Council takes action, the City Clerk, in consultation with the City Attorney, ensures that actions are in compliance with all federal, state and local statutes and regulations and that all actions are properly executed, recorded, and archived.

The statutes of the State of California prescribe the basic functions and duties of the City Clerk, and the Government Code and Election Code provide precise and specific responsibilities and procedures to follow.

The Office of the City Clerk is a service department within the municipal government upon which the City Council, all City departments, and the general public rely for information regarding the operations and legislative history of the City. The City Clerk serves as the liaison between the public and City Council and provides related municipal services. In the City of Exeter, the City Clerk also serves as the Human Resources Manager and Risk Manager.

G. CITY ATTORNEY

The Exeter City Council appoints the City Attorney, who shall be an attorney-at-law, duly admitted to practice in the courts of this state.

H. TRIANGLE OF POLICY, PROCESS & PRODUCT

The City Council establishes the Policy—establishing vision and direction for the community's future.

The City Clerk, in consultation with the City Attorney, oversees the Process—ensuring that the decision-making process complies with federal, state, and local regulation and that it is properly recorded.

The City Administrator provides the Product—which is the primary reason for the existence of local government: to provide services to the taxpayer that the taxpayers cannot (or will not) provide for themselves.

I. MAYOR AS PRESIDING OFFICER AND DUTIES THERETO

The Mayor shall be recognized as the official head of the City of Exeter for all ceremonial purposes. In the time of public danger or emergency, the Mayor may, with the consent of the City Council, cause order to be maintained and enforce laws. The Mayor shall act as the Presiding Officer at all meetings of the City Council and perform such other duties consistent with the office as may be imposed by the City Council. The Mayor may move, second, and debate from the Chair, subject to such limitations of debate as are imposed on all Council Members by these rules and shall not be deprived of any of the rights and privileges of a Council Member as such Presiding Officer. The Mayor shall possess no veto power.

The Mayor shall preserve strict order and decorum at all times. The Mayor may announce special rules for the consideration of a particular item on the agenda, such as, but not limited to: The length of time persons may speak, require that, if desirable, a spokesperson address the Council on behalf of a group of persons and, in the event of a hearing, provide time for arguments and rebuttals from proponents and opponents. The Mayor shall state each item coming before the City Council, and shall upon conclusion of said presentation related thereto call for the vote. Following the vote, the Mayor shall announce the results of the vote. The Mayor is eligible to vote on all motions, and shall direct the order of participation of Council Members. The Mayor shall, in all instances, have the last chance to speak. The Mayor shall sign all ordinances and resolutions adopted by the City Council during the Mayor's presence. The Mayor shall sign all agreements and/or contracts, except where otherwise instructed or set forth by policy, or by approval by Council.

J. MAYOR PRO TEM

In the absence of the Mayor, the Mayor Pro Tem shall possess and perform the power and duties of the Mayor. In that capacity, the Mayor Pro Tem shall sign ordinances and resolutions adopted in his/her presence. The Mayor Pro Tem may also sign agreements and/or contracts, except where otherwise instructed or set forth by policy, or approval of the Council.

K. RULES OF PROCEDURES

The City Council shall determine its own rules of procedures and amend them from time to time or adopt new rules as it deems necessary.

Simple Parliamentary Decorum shall govern meetings. The Mayor shall ask for a motion and a second prior to calling for a voice vote (i.e. ayes, nays, abstentions) absent an electronic voting device. In the instance of a vote on an ordinance or resolution the Mayor, absent an electronic voting device, may ask the Clerk to poll the Council, beginning with the member who motioned, then the member who seconded and alphabetically thereafter, with the Mayor being polled last unless required to do so for teleconference meetings.

The Mayor reserves the right to direct the Clerk to poll the Council on any vote .

Amendment to or adoption of new City Council Rules shall be accomplished by majority vote.

Any Council Member may move the Mayor to enforce the rules and a majority vote of the City Council shall require the Mayor to so act.

L. INTERFERENCE IN STAFF FUNCTIONS

The City Council shall deal with the administrative services of the City through the City Administrator, except for the purpose of inquiry, and neither the City Council nor any member thereof, shall give orders to subordinates of the City Administrator. No member of the City Council shall publicly criticize or censure any staff member of the City, and shall instead relay any criticism of a staff member privately through the City Administrator.

The City Council shall deal with the Office of the City Attorney only through the City Attorney, except for the purpose of inquiry, and neither the City Council nor any member thereof, should give orders to subordinates of the City Attorney.

M. COUNCIL VOTING

A majority, also known as a simple majority, is a subset of a group that is more than half of the entire group (ex. 50% plus 1 of the members present.)
A two-thirds majority or "super majority" means that two-thirds of the entire

membership of a body or more must agree to the proposition. It is much stronger than a simple majority requirement (ex. 50% plus 2 of the members). In the event of an absence the vote would have to be unanimous.

Resolutions, orders for payment of money, and all ordinances required a recorded majority vote of the total membership of the city council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity, require a super majority of the entire membership, or a unanimous vote of those present. Also See Chapter 2, Section G below.

N. COUNCIL MEMBER COMMUNICATION WITH PUBLIC

Out-of-District Requests: Council Members will at times be contacted by citizens residing outside of their respective districts. When this occurs, City Council Members agree to advise the appropriate Council Member of the contact and matter of concern."

CHAPTER 2
CITY COUNCIL MEETINGS

A. REGULAR MEETINGS

The times of City Council meetings are set by Resolution. Regular meetings of the City Council shall be open to the public and held on the second and fourth Tuesdays of every month, at the hour of 7:00 p.m. Closed Session, when necessary, shall be held no earlier than 6:00 p.m. and no later than 6:30 p.m., and may be adjourned and/or continued after the regular meeting as noted by the Mayor.

Whenever the day fixed for any regular meeting of the City Council falls upon a day designated as a holiday, such meeting may be held at the same hour on the next succeeding day, not a holiday, as if it were a regular meeting.

B. SPECIAL MEETINGS

A special meeting may be ordered at any time by the Mayor or by his/her designee whenever the public business may require it or upon the request from three members of the City Council. Whenever a special meeting shall be called, notice of such meeting shall be provided pursuant to State law.

C. STUDY SESSIONS

The City Council may meet in a "study session" called as a Special Meeting for the purpose of acquiring information on a particular subject(s). Study sessions shall be open to the public. Study sessions are not public hearings; however, public input will be received. The City Council may not vote or otherwise express consensus, intent, or direction and will not take any final action at a study

session, unless the agenda specifically notes such action of a vote, consensus, intent or direction.

D. CLOSED SESSIONS

Consistent with Government Code Section 54954.2 the Council may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law to consider or hear any matter which is authorized by State law to be heard or considered in closed session.
The general subject matter for consideration shall be expressed in an open meeting before such session is held. After closed session the legislative body must reconvene to open session and may be required to disclose action taken, if any.

The legislative body in a closed session can consider only matters covered in its agenda descriptions. City Council Members shall keep all written materials and verbal information provided to them on matters that are confidential under law in complete confidence to ensure that the City's position is not compromised. No mention of information in these materials should be made to anyone other than Council Members, City Attorney, or City Administrator, unless one of the aforementioned is precluded or a subject thereof.

If the City Council in closed session has provided direction to City staff on proposed terms and conditions for any type of negotiations whether it be related to property acquisition or disposal, a proposed or pending claims or litigation, and/or employee negotiations, all contact with the other party should be by the designated representative handling the negotiations or litigation. A Council Member should not have any contact or discussions with the other party or its representative(s) involved concerning the negotiation during this time and not communicate any discussion conducted in closed sessions. All public statements, information, press releases, should be handled by the designated representative or spokesperson.

Government Code Section 54963 (a) – (f) outlines the injunctive relief and disciplinary actions that may be imposed on those who divulge confidential closed session discussions, without first receiving authorization from the legislative body.

E. AGENDA

In order to facilitate the orderly conduct of the business of the citizens of Exeter, the City Administrator, with input from Department Heads and the City Attorney shall set the agenda, reviewing same with the Mayor. The City Clerk shall arrange such matters as may have been timely provided, for inclusion in the agenda. Each member of the Council shall be provided with a copy of the City Council agenda in accordance with the provisions as outlined in the Brown Act. In order for this to occur the City Clerk shall provide deadlines for the submittal of

staff reports to be used in the preparation of the City Council agenda.

F. CALL TO ORDER

The meetings of the City Council shall be called to order by the Mayor, or in the Mayor's absence, by the Mayor Pro Tem. In the absence of the Mayor and Mayor Pro Tem, the meeting shall be called to order by the most senior Council Member present. This person shall serve as the Council's presiding officer until the arrival of the Mayor or Mayor Pro Tem, or until adjournment of the meeting.

G. QUORUM

Three members of the City Council shall constitute a quorum for the transaction of business. A majority of a quorum shall be sufficient to pass any action taken by the City Council except on such matters, which, by law, require a greater majority. All ordinances, resolutions, and orders for the payment of money require at least three affirmative votes.

H. LACK OF QUORUM

If a majority of the City Council are absent from any meeting, the remaining members of the City Council may declare the meeting adjourned or if no member of the City Council is present, the City Clerk may adjourn the meeting. If a meeting is adjourned for less than five calendar days, no new agenda need be posted so long as a new item of business is not introduced. A copy of the order of adjournment must be posted within 24 hours after the adjournment, at or near the door of the place where the meeting was held.

I. RECOGNITION TO SPEAK, COUNCIL MEMBER

Every Council Member desiring to speak shall address the Mayor and, upon recognition by the Mayor, shall confine his or her remarks to the item coming before the City Council.

1. **Interruptions:**
   A Council Member, once recognized, may voice concerns, comments or ask staff to provide explanation or clarification of the item before the City Council, without interruption, unless out of order with the rules and procedures established herein.

2. **Public Hearings:**
   Council Members should not speak to the merits of an issue, other than to ask questions, until the public hearing has been closed.

J. COUNCIL MEMBERS' OBLIGATION AFTER ABSENCE

When a Council Member is absent from an earlier meeting at which a matter was

discussed, it shall be the duty of that Council Member to become acquainted with the issues discussed by reading the documents presented, reviewing the minutes from the meeting in which that item was discussed, listening to or viewing the taped recording of the meeting missed in order to further participate in future discussions and/or vote on the item.

K. ADJOURNMENT OF MEETING

The Mayor shall adjourn the meeting. In the instance of the lateness of the hour the Mayor may also adjourn the meeting to a date and time specific to continue discussions on either the remainder of the agenda or on a specific item for discussion.

L. AGENDA ITEMS OUT OF ORDER

The Mayor, may, with the consent of the City Council, modify the order of the agenda at the meeting, if such modifications would promote fluidity in the process and discussions.

M. AUDIO RECORDINGS

All regular meetings (except closed sessions) of the City Council are audio recorded. All special meetings, inclusive of, but not limited to study sessions, budget sessions are recorded. Audio recordings are in digital format and are to be archived in accordance with the City's Records Retention Policy.

N. VIDEO RECORDINGS

The City may video record meetings. In the event a meeting is video recorded, the record will be archived in accordance with the City's Records Retention Policy.

O. AGENDA FORMAT FOR REGULAR MEETINGS

The agenda format for the Exeter City Council regular meetings may be prepared to include, but not limited to the following categories and/or sub-categories, not necessarily in the order herein reflected:

CALL TO ORDER REGULAR SESSION
INVOCATION
PLEDGE OF ALLEGIANCE
PUBLIC COMMENTS
SPECIAL PRESENTATIONS
CONSENT CALENDAR
INDIVIDUAL BUSINESS ITEMS

COUNCIL ITEMS OF INTEREST
CITY ADMINISTRATION/DEPARTMENT COMMENTS
ADJOURN REGULAR MEETING

P. COMPONENTS OF REGULAR MEETING

The following sections of a regular meeting agenda shall set forth the guidelines of decorum for each respective section of the agenda:

1. **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, 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.

2. **Special Presentation**
   Items in this category are informational or ceremonial in nature only. No action is required or taken on these items. Issuance of Proclamations, Resolutions of Commendation, Introduction of Employees, presentation from citizen groups, etc., may be scheduled by the City Administrator or City Clerk in consultation with the Mayor.

3. **Consent Calendar**
   All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

4. **Individual Business Items**
   Comments related to Individual Business and Public Hearing Items are limited to three 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.

5. City Council Items of Interest

In this section of the agenda, City Council may provide information or updates on meetings/conferences attended, complaints/concerns/praises received from constituents, announce upcoming events, present information of Council/City interest, etc. Items presented under this section cannot be acted upon at the meeting in which it is discussed; however, it may be agenized for a future meeting upon the majority approval of the City Council.

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6. City Administrator/Department Comments

City Administrator/Department Comments may include updates on City projects and events. Items presented under this section cannot be acted upon at the meeting or discussed. Informational in nature only.

Q. MINUTES

The City Council utilizes hybrid minutes, a blending of action and/or verbatim minutes and shall be known as "summary minutes" which include the motions made, action taken, and a brief summary of council, staff and/or public comments. The digital audio recordings shall serve as the verbatim record and are kept in accordance with the City's Records Retention Policy. Minutes may be approved under the Consent Calendar without reading. If, however, a Council Member raises a point of correction to the minutes of a City Council meeting, that correction may be made verbally for the record and approved at that meeting in which it is addressed.

R. LEGISLATIVE PROCEDURES

Generally, legislative proceedings shall be conducted in the following order:

Introduction of the item by the Mayor
Staff presentation
If applicable, Public Hearing opened by Mayor
Public Comments
If applicable, Public Hearing closed by Mayor
Questions by Council Members
Discussion by Council Members
Action by City Council

Appeal proceedings shall be conducted in the following order:

Introduction of the item by the Mayor
Staff presentation
Hearing opened by Mayor
Appellant's comments

Public comments
Rebuttal-Appellant comments
Hearing closed by Mayor
Questions by Council Members
Discussion by Council Members
Action by City Council

S. APPEALS

The filing of an appeal shall have the effect of staying the issuance of any permit or procedure until such time as the matter on appeal is resolved. If there are subsequent items to come before the Council that are subject to the outcome of the appeal, those items shall be listed following the item for appeal on the agenda; the decision of which shall be factored upon the Council's decision on appeal.

T. CITY COUNCIL AGENDA ITEM REFERRALS

Any Council Member may, at a regularly scheduled meeting under "City Council Items of Interest", request a matter which is not otherwise scheduled on a City Council agenda to be placed on a future agenda. The Council Member referring the item shall provide a brief description of the subject to be printed on the agenda, sufficient to inform the City Council and public of the nature of the item.

The City Council, after considering the referral, may either refer the matter to staff to schedule as a future City Council agenda item or they may, by concurrence of the majority, advise to not place on a future agenda.

In addition to the verbal request process above, any City Council Member may also submit a written request via email to the City Administrator no less than seven (7) days prior to a regular City Council meeting, requesting that an item be listed on the Consent Calendar for Council consideration to be placed as an individual business item at a future meeting. If approved by majority vote of the City Council ~~as part of the Consent Calendar~~, the requested item will be placed on ~~the next~~a future regular meeting agenda for discussion.

U. APPOINTMENTS

Appointment to the City Boards, Committees and Commissions (Planning Commission and Downtown Design Review Committee) shall be made as set forth in Ordinances adopted by the Exeter City Council and may be amended from time to time. Appointment to outside Agency Boards and Committees shall be made and reviewed consistent with the applicable Board's or Committee's regulations, and shall otherwise be reviewed every two (2) years in December in even years and as needed thereafter.

V. ADDRESSING THE CITY COUNCIL

1. **Speaker Form and Speaker Time**
A person desiring to address the City Council may be *encouraged* to complete a Speaker Form. Depending upon the extent of the agenda and the number of persons desiring to speak on an issue, the Mayor may, at the beginning of the hearing, limit the time for individual comments. When deemed necessary, the Mayor may allocate a longer speaker time, other than what is noted on the agenda, without objection from the City Council.

Each person shall stand at the podium, if one is available, and is requested to state & spell his/her name and provide city of residence for the record. All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the City Council and person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the City Council, without the permission of the Mayor. No question shall be asked of a Council Member or a member of City staff except through the Mayor.

2. **One Speaker at a Time**
No person, other than the person having the floor, shall be permitted to enter into any discussion without the permission of the Mayor. All discussions shall be through the Mayor, and no question shall be asked of a Council Member or City Staff except through the Mayor.

3. **Questions and Comments from the Public**
Questions and comments from the public shall be limited to the subject under consideration, except for those items introduced under Citizen Comments.

4. **Addressing the City Council after a Public Comment and/or a Motion is made**
No person in the audience may address the City Council after the public comment portion is concluded, or after a motion is made, without first securing permission from the Mayor to do so, and the Mayor is permitted but not required to recognized the interruption. Upon recognition by the Mayor and permission being granted by the City Council, the person so recognized shall confine him/herself to the question under discussion.

W. CONTINUED AGENDA ITEMS

It is City Council practice and policy that matters scheduled on an agenda will be heard at the meeting scheduled. When unforeseen circumstances mandate a request for continuance of an agenda item by an applicant, appellant, or other interested parties, the request must be made to the City Council at the outset of the consideration of the item. In addition, any person intending to make a request for a continuance shall inform the City Clerk, orally or in writing, as soon as possible prior to the meeting that such a request for continuance will be made.

The City Clerk shall inform the Mayor. The City Council will consider the request for continuance prior to discussing the substance or merits of the agenda item. The interested parties may speak to the issue of a continuance without forfeiting the right to speak later to the merits of the issue if a majority of the Council agrees. Comments may be presented by persons not able to attend the meeting for which the item is finally scheduled if the City Council agrees to continue the item.

X. PUBLIC HEARING CLOSED

Once a public hearing is closed it is inappropriate for the public to speak except to answer an inquiry of a Council Member addressed through the Mayor. However, a public hearing may be re-opened by a majority approval by the Council to hear new information.

Y. CANCELLATION OF MEETING

The City Administrator in consultation with the Mayor, may cancel City Council meetings if there is no business to conduct, or a meeting date conflicts with City holidays. All noticing of the canceled meeting will be done by the City Clerk, or designee, in accordance with the law.

CHAPTER 3
DECORUM

A. ENFORCEMENT OF DECORUM

The Mayor shall designate the Chief of Police, or his/her designated representative as a sergeant-at-arms when necessary to attend City Council meetings for the purpose of maintaining order and decorum in the City Council Chambers, lobby, or other designated meeting location. Upon instructions from the Mayor, the sergeant-at-arms shall eject any person from the City Council Chambers, in conformance with State law.

B. CONDUCT IN THE CITY COUNCIL CHAMBERS

1. Council Chambers Defined

Council Chambers shall be, in addition to the usual and customary meeting location, any location or facility wherein a majority of the legislative body may meet for an open and public meeting as defined by the Brown Act, whether it be a regular meeting, special meeting, joint meeting, closed session or study session.

2. Rules of Decorum for the Public

Members of the audience shall not engage in any meeting disruption, which is defined as engaging in behavior during a meeting of a legislative

body that actually disrupts, disturbs, impedes or renders infeasible the orderly conduct of the meeting and includes, but is not limited to one of the following: a) a failure to comply with reasonable and lawful city council policies/regulations or other applicable laws, or b) engaging in behavior that constitutes use of force or a true threat of force as defined by law. Examples include disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, and stamping of feet or other acts which actually disturbs, disrupts, impedes or otherwise renders the orderly conduct of the City meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the Mayor (or presiding member of the City Council), be subject to ejection from the meeting per Government Code Section , 54957.9 and 54957.95, if the audience member continues the behavior after having been warned of the consequences the presiding council member or his/her designee. Any person who violates these rules may be guilty of a misdemeanor. This section shall not be construed to prohibit public criticism of the policies, procedures, programs, or services of the agency, or the acts or omissions of the city council.

3. **Rules of Conduct and Safety**
When the City Council is in session, all persons present must preserve safety and order. Members of the public should sit in the seats provided, subject to ADA compliance, unless addressing the Council or entering or leaving the Council Chambers. Members of the public shall not block the aisles or exits in any manner. Members of the public should not bring audible equipment into the Council Chambers, including cellular phones or pagers, without first either turning said equipment off or to a silent mode.

4. **Clearing of the Council Chambers**
In addition to the remedies set forth above, in accordance with California Government Code Section 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting not feasible, and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue the session. Representatives of the press or other media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this provision. The City Council may establish a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

5. **Cell Phones**
In order to minimize interference to audio recording equipment during a City Council cell phones shall be turned off or at minimum placed on silent during all meetings.

6. **Media Equipment – Broadcast, News, Photograph, Print,**

Published, Recording, Video
The use of media equipment that enables recording of information of an open and public meeting is permissible, absent a reasonable finding by the legislative body that the use of said equipment presents a persistent disruption (noise, illumination, obstruction of view or pathway) to the proceedings.

In the event that use of media equipment is disruptive, the Mayor may first seek to remedy of the equipment operator, asking that the device, whether it is noise, illumination, obstruction of view or pathway, be silenced, turned off, moved or removed from the area in question.

If the equipment operator refuses to make such accommodations the Mayor, by a reasonable finding of the legislative body, may determine that such use is a persistent disruption and bar the use of said equipment, illumination device and/or restrict the equipment operator from setting up at a particular location within the Council Chambers/meeting location.

C. COURTESY

1. Council Members
Council Members shall accord the utmost courtesy to each other, City employees and the public appearing before the City Council, and shall refrain at all times from rude and derogatory remarks, public criticism of staff, remarks as to integrity, abusive comments and statement as to motives and personalities.

2. City Employees
Employees of the City shall observe the same rules of order and decorum applicable to the City Council.

3. Public Speakers
Members of the public have the right to attend City Council meetings and to address the City Council on specific agenda items and under the Citizen's Comments section of the agenda. As noted above, the right of members of the public to address the City Council includes their right to criticize the policies, procedures, programs, or services of the City, or of the acts or omissions of the City Council and members of the City Council.

While the City Council meeting is in session, all persons must preserve order and decorum. A person who addresses the City Council under a specific agenda item or under Citizen's Comments section of the agenda is subject to the rules of decorum and removal procedures set forth in Section B above.

4. Appointed members of Boards, Commissions and Committees
Appointed members of Boards, Commissions and Committees of the City shall observe the same rules of order and decorum applicable to the City

Council.

D. NOISE IN THE LOBBY

Noise emanating from the lobby outside the City Council Chambers which disrupts City Council meetings shall not be permitted.

E. CROWD CONTROL IN COUNCIL CHAMBERS

If the City Administrator, or the City Administrator's designee, anticipates in advance a crowd larger than the maximum number of attendees allowed in the City Council Chambers, he/she shall provide for appropriate crowd control. Alternatively, the City Administrator may in consultation with the Mayor, determine a different location to accommodate the crowd.

F. SMOKING

It is unlawful for any person to smoke in the City Council Chambers.

G. FOOD & DRINK

No food or drinks, other than bottled water, may be brought in by the public into the audience seating area of the City Council Chambers.

H. DISTRIBUTION OF LITERATURE AND OTHER MATERIALS IN CITY COUNCIL CHAMBERS

No person, other than City staff, shall distribute flyers, leaflets, placards or other literature or circulate any petition within the City Council Chambers.

Flyers, leaflets, placards or literature may only be distributed to the Council by a member of the public under Citizen's Comments, or by a project applicant/appellant pertaining to City business as may be referenced on the agenda, by approaching the City Clerk and requesting such material be distributed on their behalf.

Such other literature may only be displayed or distributed outside the City Council Chambers area.

CHAPTER 4
PROCEDURAL RULES

A. RULES OF ORDER

The City Council shall determine its own rules of order and amend them from

time to time, or adopt new rules as it deems necessary. Amendment to or adoption of new City Council procedures shall be accomplished by a majority vote.

B. RULES OF DISCUSSION

1. Withdrawal of Motion
A motion may not be withdrawn by the maker of the motion without the consent of the Council Member who seconded the motion.

2. Voting
The City Council, in the absence of an electronic voting device, votes by "voice vote" on all matters before it, unless a roll call vote is required by law or is requested by the Mayor. Silence shall be recorded as an affirmative vote, unless abstention is required by law, in which case silence shall be recorded as an abstention. The Presiding Officer shall announce the results of the vote. The City Clerk shall show on ordinances and resolutions, the names of Council Members and their respective votes.

3. Failure to Vote
Absent a disqualification under State law, including conflict of interest provisions and prohibitions on participating when personal bias would prohibit a fair decision, it is the responsibility of every Council Member to vote. Failure to vote that is not compelled by a legal disqualification shall constitute an affirmative vote. A Council Member who fails to vote shall nonetheless be counted toward making up a quorum, unless otherwise required by State law.

4. Abstaining from Vote for Reasons Other than an Identified Legal Disqualification
A Member of the City Council who abstains determines not to vote "yes" or "no". A vote to "abstain" except for an identified legal disqualification shall be counted as an affirmative vote. A Council Member shall state a reason for abstaining prior to doing so; failure to do so will constitute the same action as silence or failure to vote. A Council Member who abstains from voting for other than an identified legal disqualification shall nonetheless be counted toward making up a quorum.

5. Abstention/Recuse: Conflict of Interest
Prior to consideration of any matter or item, Council Members may consult with the City Attorney concerning potential conflicts of interest. Council Members shall disqualify themselves and abstain from voting if they have a financial conflict of interest or any other disqualification prescribed by law in a matter before the City Council. In such event, they may not participate in the discussion or the vote. Council Members shall state the specific reason for such disqualification. Unless the matter is on

the consent calendar, the abstaining Council Member shall leave the Council dais until the conclusion of the agenda item. The matter will then proceed as though the member is not present, and the member shall not be counted toward making up a quorum. Further requirement on abstention and absence from the Chambers may be imposed by State law.

It should be noted; however, a Council Member may speak, on his/her own behalf – as opposed to on behalf of someone else – on certain matters that directly affect his/her financial interest even when conflicted out. Thus, while a Council Member would have to disqualify him/herself on a matter affecting a piece of property in which the Council Member has a financial interest, he/she may be able to address the Council, speaking to what the impact would be to his/her property or business. Any Council Member who chooses to speak on an item as an individual resident, that he/she are otherwise legally disqualified from participating as a Council Member, shall do so at their own risk and subject to any consequences from FPPC.

6. Tie Votes

When one Council Member is absent and a matter under discussion has a tie vote, the item will be considered denied and to have not passed. The City Council exercises "appellate jurisdiction" when it considers certain prior determinations in which it is conferred such specific authority . In these instances a tie vote constitutes a non-action, which is a denial of the appeal.

7. Motion for Reconsideration

Upon final vote by the Council of any agenda item, a motion for reconsideration may be made, but only during the Council meeting wherein the agenda item was approved or denied. Any motion made after the close of the Council meeting is untimely. The motion for reconsideration is allowed by a member of Council that voted as part of the majority of the original motion. The motion may be seconded by any member of Council. If the motion to reconsider passes, then a member of Council may make a new motion related to the same item.

C. COUNCIL DAIS

The City Council seating area, most commonly referred to as the Council Dais is restricted to Council and City Staff at all times. Loitering or the dissemination of materials are not permitted in the area directly in front of the City Council seating area, commonly referred to as the well. Written or photographic materials are to be handed to the City Clerk for dissemination to the Council, and made part of the record.

ADMINISTRATIVE RULES

A. PURCHASE BY CONTRACT OR IN THE OPEN MARKET

When the expenditure required for the purchase of any supplies exceeds the sum established by a policy through a resolution adopted by the City Council, the Purchasing Agent shall advertise for sealed proposals in the manner hereinafter prescribed for proposals for public work and the contract shall be awarded by the Council to the lowest responsible bidder, provided that the Council may reject all bids and order the Purchasing Agent to buy in the open market at a price less than the lowest bid received from a responsible bidder, and provided that if no bids are received, the Council may order the Purchasing Agent to buy in the open market. Until the Council shall otherwise provide by Ordinance, the Finance Director shall act as Purchasing Agent.

B. PUBLIC WORKS TO BE DONE BY CONTRACT

All public buildings and work, when the expenditure therefore shall exceed the sum established by a policy through a resolution adopted by the City Council, shall be done by contract, and shall be let to the lowest responsible bidder, after advertising one (1) time in a daily newspaper of general circulation, for sealed proposals for the work contemplated. Provided, that the Council may reject any and all bids, if deemed excessive, and re-advertise for bids to provide for the work to be done by the Department of Public Works.

C. EXECUTION OF DOCUMENTS

1. **Ordinances, Resolutions and Ceremonial Certificates**
   The Mayor as Presiding Officer or in the Mayor's absence the Mayor Pro Tem shall execute all Ordinances and Resolutions. Ceremonial Resolutions, Proclamations and Certificates will also be executed by the Mayor or in the Mayor's absence the Mayor Pro Tem.

2. **Contracts for Supplies, Public Buildings and Work**
   All contracts for supplies, public buildings and work shall be approved as to form by the City Attorney, and shall be signed by the Mayor or in his absence the Mayor Pro Tem, and attested to by the City Clerk, unless authorized to be signed by the City Administrator or Purchasing Officer per Exeter Code of Ordinances Section 2.10.

3. **Agreements, Contracts, Addendums, Change Orders, Memorandums of Understanding for Administrative, Managerial or Professional Services or Programs over $15,000**
   All agreements, contracts, or memorandums of understanding for administrative, managerial or professional services or programs

over
$15,000 shall be, upon approval of Council, approved as to form by the City Attorney, and shall be signed by the City Administrator, or the City Administrator's designee, and attested to by the City Clerk.

4. **Acting City Administrator Designation**
In that the City Administrator is required to be away from the City from time to time, due to conferences, training, business trips, etc., and it is necessary that the City be represented within the authority of the City Administrator, the City Administrator has the ability to use discretion in selecting and designating an Acting City Administrator to carry out the ministerial duties for the duration of the City Administrator's absence as set forth in writing when the Acting City Administrator is designated. Such designee shall be an Employee of the City.

D. COUNCIL ADMINISTRATIVE SUPPORT

1. **Mail** – All general mail is opened, date stamped and routed to the addressee.

2. **Letters Addressed to Mayor and/or City Council Members** – All letters addressed to the Mayor and/or City Council Members requiring a response from staff are copied to the City Administrator. A copy of the responses mailed, along with the original letters will be provided to each Council Member.

   Letters addressed to the Mayor and/or City Council members that do not require a response, but provide information on Council agenda items or like matters will be copied to the full Council.

   Mail pertaining to specific meetings where an individual Council Member is the appointed representative of the Council is opened, said mail will be distributed to that Council Member and not copied to the full Council.

3. **Council Correspondence** – All Council Members correspondence written with City resources (letterhead, typing, staff report, postage, etc.) will reflect the position of the full Council, not individual Council Member's positions. All Council Member correspondence using City resources will be copied to the full Council. For example, responses to citizen letters will be copied to the full Council along with the original citizen correspondence.

4. **Clerical Support** – The City Administrator/City Clerk's Office will coordinate the typing of correspondence requested by individual Council Members for communications reflecting the position of the full Council. All correspondence typed for Council Member will be on City letterhead and will reflect the position of the full Council, not individual Council Member and will be copied to the full Council.

5. **Council Notification of Significant Incidents** – In conjunction with the City public safety departments, the City Administrator's Office will report on significant incidents immediately once known via phone call or email.

6. **Council Member Notification of Constituent Request for Communication – With regard to** contacts addressed to Council Members but received by City Hall or Departments, citizens attempting to communicate with the City Council often call or email offices at City Hall or various City Departments. Such calls are referred to the City Administrator's Office. The City Administrator's staff will take a message and/or refer it to the appropriate Council Member (electoral district) or give the caller the telephone number or email address of the City Council Member so they may call them directly, according to instructions given by the Council Member.

E. RULES AND PROCEDURES ADMINISTRATION

1. **Review of City Council Rules and Procedures** – The Council will review and revise the Handbook of Rules and Procedures as needed.

2. **Adherence to Rules and Procedures** – During City Council discussions, deliberations and proceedings, the Mayor has been delegated the primary responsibility to ensure that the City Council, staff and members of the public adhere to the Council's adopted protocol.

3. **City Attorney as Rules and Procedures Advisor** – At the behest of the full Council, the City Administrator may be directed to confer with the City Attorney in interpreting the City Council's adopted Rules and Procedures and proposed changes.

4. **Adherences to Administrative Procedure and Process of Rules and Procedures** – The Council has delegated the City Administrator responsibility to discuss, on behalf of the full Council, any perceived or inappropriate administrative action with a Council Member. The City Administrator will discuss with the Council Member the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the City Administrator will report the concern to the full Council.

5. **Applicability of Rules and Procedures** – The City of Exeter City Council Handbook of Rules and Procedures shall also apply to all Board, Commissions and/or Committees as established by the City Council.

F. CONFLICT WITH CITY CHARTER, CITY MUNICIPAL CODE, CITY

PROCUREMENT POLICIES, ADMINISTRATION POLICIES, STATE OR FEDERAL LAW

If there is any conflict contained hereinabove with the City Charter, City Municipal Code, City Procurement Policies, Administration Policies, State or Federal Law, such laws shall prevail over the provisions contained within this Handbook.

EXETER CITY COUNCIL

HANDBOOK OF RULES AND PROCEDURES

PREFACE

As provided by California Government Code Section 36813, the City Council of the City of Exeter established the Handbook of Rules and Procedures contained herein. The Handbook shall be in effect upon adoption by the City Council and shall remain in effect until such time as it is amended, or new rules are adopted in the manner provided herein.

In addition to the Handbook of Rules and Procedures, the City Council has included in this document other information which may be useful to the City Council, administrative staff, and the general public. This document is to be known as "The Handbook of Rules and Procedures of the City Council of the City of Exeter."

Adopted October 25, 2022
Resolution 2022-42, dated October 25, 2022

Amended March 12, 2024
Resolution 2024-04, dated March 12, 2024

Amended January 14, 2025
Resolution 2025-02, dated January 14, 2025

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CHAPTER 1
GENERAL INFORMATION, POWERS AND DUTIES

A. THE CITY OF EXETER

The City of Exeter has a City Council/City Administrator form of government.

Under this form of government, the elected City Council sets the policies for the operation of the Exeter City Government.

The administrative responsibility of the city rests with the City Administrator, who is appointed by the City Council.

B. COUNCIL ELECTIONS

The City Council consists of five members, elected by-district in five single-member districts. One member of the City Council shall be elected from each district by the voters of that district alone. Each Council Member serves four-year staggered terms, without limit. Elected Officials serve until his/her successor has been elected and qualified. Elections are held in November of even numbered years.

The City contracts with the County of Tulare to handle municipal elections.

C. VACANCIES

Pursuant to the Exeter City Charter the process for filling a vacancy in any elective office, from whatever cause arising, shall be set by Ordinance. The City has not designated a process for backfilling a vacancy created mid-term so the process requirements are dictated by general law. Government Code 36512 specifies how general law cities fill vacancies. Within 60 days of the creation of the vacancy, the City Council must either fill by appointment or call for a special election. If the Council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy by special election would hold office for the remainder of the unexpired term of the former incumbent.

The other option to fill the Council vacancy is by appointment within 60 days of the vacancy. If the vacancy occurs in the first half of the term, the person appointed to fill the vacancy shall hold office until the next general election. If the vacancy occurs in the second half of the term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office for the unexpired balance of the term of office.

Any individual appointed to a vacancy must be a registered voter and reside within the district in which the appointment is to be made.

If any officer of the City shall remove from the City or absent himself/herself therefrom for more than thirty (30) days consecutively without the permission of the Council, or shall fail to qualify, or shall resign, or be convicted of a felony, or be adjudged insane, his/her office shall thereupon become vacant.

D. MAYOR/MAYOR PRO TEM SELECTION

The Mayor and Mayor Pro Tem are members of the City Council and selected by said Council and not elected by the voters. These positions typically serve a period of two years, without limit.

E. COMPENSATION

The City of Exeter Municipal Code Section 2.04.030 provides that Council Members, including the Mayor, are entitled to receive the sum of ten dollars for each meeting of the council the individual attends, whether such meeting be a regular meeting, a special meeting, or adjourned or a continued meeting no more than four meetings in any calendar month. The Council Members and their immediate family members have the option of participating in the City's wellness clinic at their cost. Expenses for city related business (i.e. meetings, conference attendance, League Division dinners, etc.) are covered by the City. No other compensation is provided.

F. CITY CLERK

The City Clerk is appointed by the City Council by a majority vote. The City Clerk is the local official for elections, local legislation, the Public Records Act, the Political Reform Act, and the Brown Act (open meeting laws). Before and after the City Council takes action, the City Clerk, in consultation with the City Attorney, ensures that actions are in compliance with all federal, state and local statutes and regulations and that all actions are properly executed, recorded, and archived.

The statutes of the State of California prescribe the basic functions and duties of the City Clerk, and the Government Code and Election Code provide precise and specific responsibilities and procedures to follow.

The Office of the City Clerk is a service department within the municipal government upon which the City Council, all City departments, and the general public rely for information regarding the operations and legislative history of the City. The City Clerk serves as the liaison between the public and City Council and provides related municipal services. In the City of Exeter, the City Clerk also serves as the Human Resources Manager and Risk Manager.

G. CITY ATTORNEY

The Exeter City Council appoints the City Attorney, who shall be an attorney-at-law, duly admitted to practice in the courts of this state.

H. TRIANGLE OF POLICY, PROCESS & PRODUCT

The City Council establishes the Policy—establishing vision and direction for the community's future.

The City Clerk, in consultation with the City Attorney, oversees the Process—ensuring that the decision-making process complies with federal, state, and local regulation and that it is properly recorded.

The City Administrator provides the Product—which is the primary reason for the existence of local government: to provide services to the taxpayer that the taxpayers cannot (or will not) provide for themselves.

I. MAYOR AS PRESIDING OFFICER AND DUTIES THERETO

The Mayor shall be recognized as the official head of the City of Exeter for all ceremonial purposes. In the time of public danger or emergency, the Mayor may, with the consent of the City Council, cause order to be maintained and enforce laws. The Mayor shall act as the Presiding Officer at all meetings of the City Council and perform such other duties consistent with the office as may be imposed by the City Council. The Mayor may move, second, and debate from the Chair, subject to such limitations of debate as are imposed on all Council Members by these rules and shall not be deprived of any of the rights and privileges of a Council Member as such Presiding Officer. The Mayor shall possess no veto power.

The Mayor shall preserve strict order and decorum at all times. The Mayor may announce special rules for the consideration of a particular item on the agenda, such as, but not limited to: The length of time persons may speak, require that, if desirable, a spokesperson address the Council on behalf of a group of persons and, in the event of a hearing, provide time for arguments and rebuttals from proponents and opponents. The Mayor shall state each item coming before the City Council, and shall upon conclusion of said presentation related thereto call for the vote. Following the vote, the Mayor shall announce the results of the vote. The Mayor is eligible to vote on all motions, and shall direct the order of participation of Council Members. The Mayor shall, in all instances, have the last chance to speak. The Mayor shall sign all ordinances and resolutions adopted by the City Council during the Mayor's presence. The Mayor shall sign all agreements and/or contracts, except where otherwise instructed or set forth by policy, or by approval by Council.

J. MAYOR PRO TEM

In the absence of the Mayor, the Mayor Pro Tem shall possess and perform the power and duties of the Mayor. In that capacity, the Mayor Pro Tem shall sign ordinances and resolutions adopted in his/her presence. The Mayor Pro Tem may also sign agreements and/or contracts, except where otherwise instructed or set forth by policy, or approval of the Council.

K. RULES OF PROCEDURES

The City Council shall determine its own rules of procedures and amend them from time to time or adopt new rules as it deems necessary.

Simple Parliamentary Decorum shall govern meetings. The Mayor shall ask for a motion and a second prior to calling for a voice vote (i.e. ayes, nays, abstentions) absent an electronic voting device. In the instance of a vote on an ordinance or resolution the Mayor, absent an electronic voting device, may ask the Clerk to poll the Council, beginning with the member who motioned, then the member who seconded and alphabetically thereafter, with the Mayor being polled last unless required to do so for teleconference meetings.

The Mayor reserves the right to direct the Clerk to poll the Council on any vote .

Amendment to or adoption of new City Council Rules shall be accomplished by majority vote.

Any Council Member may move the Mayor to enforce the rules and a majority vote of the City Council shall require the Mayor to so act.

L. INTERFERENCE IN STAFF FUNCTIONS

The City Council shall deal with the administrative services of the City through the City Administrator, except for the purpose of inquiry, and neither the City Council nor any member thereof, shall give orders to subordinates of the City Administrator. No member of the City Council shall publicly criticize or censure any staff member of the City, and shall instead relay any criticism of a staff member privately through the City Administrator.

The City Council shall deal with the Office of the City Attorney only through the City Attorney, except for the purpose of inquiry, and neither the City Council nor any member thereof, should give orders to subordinates of the City Attorney.

M. COUNCIL VOTING

A majority, also known as a simple majority, is a subset of a group that is more than half of the entire group (ex. 50% plus 1 of the members present.)
A two-thirds majority or "super majority" means that two-thirds of the entire

membership of a body or more must agree to the proposition. It is much stronger than a simple majority requirement (ex. 50% plus 2 of the members). In the event of an absence the vote would have to be unanimous.

Resolutions, orders for payment of money, and all ordinances required a recorded majority vote of the total membership of the city council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity, require a super majority of the entire membership, or a unanimous vote of those present. Also See Chapter 2, Section G below.

N. COUNCIL MEMBER COMMUNICATION WITH PUBLIC

Out-of-District Requests: Council Members will at times be contacted by citizens residing outside of their respective districts. When this occurs, City Council Members agree to advise the appropriate Council Member of the contact and matter of concern."

CHAPTER 2
CITY COUNCIL MEETINGS

A. REGULAR MEETINGS

The times of City Council meetings are set by Resolution. Regular meetings of the City Council shall be open to the public and held on the second and fourth Tuesdays of every month, at the hour of 7:00 p.m. Closed Session, when necessary, shall be held no earlier than 6:00 p.m. and no later than 6:30 p.m., and may be adjourned and/or continued after the regular meeting as noted by the Mayor.

Whenever the day fixed for any regular meeting of the City Council falls upon a day designated as a holiday, such meeting may be held at the same hour on the next succeeding day, not a holiday, as if it were a regular meeting.

B. SPECIAL MEETINGS

A special meeting may be ordered at any time by the Mayor or by his/her designee whenever the public business may require it or upon the request from three members of the City Council. Whenever a special meeting shall be called, notice of such meeting shall be provided pursuant to State law.

C. STUDY SESSIONS

The City Council may meet in a "study session" called as a Special Meeting for the purpose of acquiring information on a particular subject(s). Study sessions shall be open to the public. Study sessions are not public hearings; however, public input will be received. The City Council may not vote or otherwise express consensus, intent, or direction and will not take any final action at a study

session, unless the agenda specifically notes such action of a vote, consensus, intent or direction.

D. CLOSED SESSIONS

Consistent with Government Code Section 54954.2 the Council may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law to consider or hear any matter which is authorized by State law to be heard or considered in closed session.
The general subject matter for consideration shall be expressed in an open meeting before such session is held. After closed session the legislative body must reconvene to open session and may be required to disclose action taken, if any.

The legislative body in a closed session can consider only matters covered in its agenda descriptions. City Council Members shall keep all written materials and verbal information provided to them on matters that are confidential under law in complete confidence to ensure that the City's position is not compromised. No mention of information in these materials should be made to anyone other than Council Members, City Attorney, or City Administrator, unless one of the aforementioned is precluded or a subject thereof.

If the City Council in closed session has provided direction to City staff on proposed terms and conditions for any type of negotiations whether it be related to property acquisition or disposal, a proposed or pending claims or litigation, and/or employee negotiations, all contact with the other party should be by the designated representative handling the negotiations or litigation. A Council Member should not have any contact or discussions with the other party or its representative(s) involved concerning the negotiation during this time and not communicate any discussion conducted in closed sessions. All public statements, information, press releases, should be handled by the designated representative or spokesperson.

Government Code Section 54963 (a) – (f) outlines the injunctive relief and disciplinary actions that may be imposed on those who divulge confidential closed session discussions, without first receiving authorization from the legislative body.

E. AGENDA

In order to facilitate the orderly conduct of the business of the citizens of Exeter, the City Administrator, with input from Department Heads and the City Attorney shall set the agenda, reviewing same with the Mayor. The City Clerk shall arrange such matters as may have been timely provided, for inclusion in the agenda. Each member of the Council shall be provided with a copy of the City Council agenda in accordance with the provisions as outlined in the Brown Act. In order for this to occur the City Clerk shall provide deadlines for the submittal of

staff reports to be used in the preparation of the City Council agenda.

F. CALL TO ORDER

The meetings of the City Council shall be called to order by the Mayor, or in the Mayor's absence, by the Mayor Pro Tem. In the absence of the Mayor and Mayor Pro Tem, the meeting shall be called to order by the most senior Council Member present. This person shall serve as the Council's presiding officer until the arrival of the Mayor or Mayor Pro Tem, or until adjournment of the meeting.

G. QUORUM

Three members of the City Council shall constitute a quorum for the transaction of business. A majority of a quorum shall be sufficient to pass any action taken by the City Council except on such matters, which, by law, require a greater majority. All ordinances, resolutions, and orders for the payment of money require at least three affirmative votes.

H. LACK OF QUORUM

If a majority of the City Council are absent from any meeting, the remaining members of the City Council may declare the meeting adjourned or if no member of the City Council is present, the City Clerk may adjourn the meeting. If a meeting is adjourned for less than five calendar days, no new agenda need be posted so long as a new item of business is not introduced. A copy of the order of adjournment must be posted within 24 hours after the adjournment, at or near the door of the place where the meeting was held.

I. RECOGNITION TO SPEAK, COUNCIL MEMBER

Every Council Member desiring to speak shall address the Mayor and, upon recognition by the Mayor, shall confine his or her remarks to the item coming before the City Council.

1. **Interruptions:**
   A Council Member, once recognized, may voice concerns, comments or ask staff to provide explanation or clarification of the item before the City Council, without interruption, unless out of order with the rules and procedures established herein.

2. **Public Hearings:**
   Council Members should not speak to the merits of an issue, other than to ask questions, until the public hearing has been closed.

J. COUNCIL MEMBERS' OBLIGATION AFTER ABSENCE

When a Council Member is absent from an earlier meeting at which a matter was

discussed, it shall be the duty of that Council Member to become acquainted with the issues discussed by reading the documents presented, reviewing the minutes from the meeting in which that item was discussed, listening to or viewing the taped recording of the meeting missed in order to further participate in future discussions and/or vote on the item.

K. ADJOURNMENT OF MEETING

The Mayor shall adjourn the meeting. In the instance of the lateness of the hour the Mayor may also adjourn the meeting to a date and time specific to continue discussions on either the remainder of the agenda or on a specific item for discussion.

L. AGENDA ITEMS OUT OF ORDER

The Mayor, may, with the consent of the City Council, modify the order of the agenda at the meeting, if such modifications would promote fluidity in the process and discussions.

M. AUDIO RECORDINGS

All regular meetings (except closed sessions) of the City Council are audio recorded. All special meetings, inclusive of, but not limited to study sessions, budget sessions are recorded. Audio recordings are in digital format and are to be archived in accordance with the City's Records Retention Policy.

N. VIDEO RECORDINGS

The City may video record meetings. In the event a meeting is video recorded, the record will be archived in accordance with the City's Records Retention Policy.

O. AGENDA FORMAT FOR REGULAR MEETINGS

The agenda format for the Exeter City Council regular meetings may be prepared to include, but not limited to the following categories and/or sub-categories, not necessarily in the order herein reflected:

CALL TO ORDER REGULAR SESSION
INVOCATION
PLEDGE OF ALLEGIANCE
PUBLIC COMMENTS
SPECIAL PRESENTATIONS
CONSENT CALENDAR
INDIVIDUAL BUSINESS ITEMS

COUNCIL ITEMS OF INTEREST
CITY ADMINISTRATION/DEPARTMENT COMMENTS
ADJOURN REGULAR MEETING

P. COMPONENTS OF REGULAR MEETING

The following sections of a regular meeting agenda shall set forth the guidelines of decorum for each respective section of the agenda:

1. 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, 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.

2. Special Presentation

Items in this category are informational or ceremonial in nature only. No action is required or taken on these items. Issuance of Proclamations, Resolutions of Commendation, Introduction of Employees, presentation from citizen groups, etc., may be scheduled by the City Administrator or City Clerk in consultation with the Mayor.

3. Consent Calendar

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

4. Individual Business Items

Comments related to Individual Business and Public Hearing Items are limited to three 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.

5. City Council Items of Interest

In this section of the agenda, City Council may provide information or updates on meetings/conferences attended, complaints/concerns/praises received from constituents, announce upcoming events, present information of Council/City interest, etc. Items presented under this section cannot be acted upon at the meeting in which it is discussed; however, it may be agenized for a future meeting upon the majority approval of the City Council.

6. City Administrator/Department Comments

City Administrator/Department Comments may include updates on City projects and events. Items presented under this section cannot be acted upon at the meeting or discussed. Informational in nature only.

Q. MINUTES

The City Council utilizes hybrid minutes, a blending of action and/or verbatim minutes and shall be known as "summary minutes" which include the motions made, action taken, and a brief summary of council, staff and/or public comments. The digital audio recordings shall serve as the verbatim record and are kept in accordance with the City's Records Retention Policy. Minutes may be approved under the Consent Calendar without reading. If, however, a Council Member raises a point of correction to the minutes of a City Council meeting, that correction may be made verbally for the record and approved at that meeting in which it is addressed.

R. LEGISLATIVE PROCEDURES

Generally, legislative proceedings shall be conducted in the following order:

Introduction of the item by the Mayor
Staff presentation
If applicable, Public Hearing opened by Mayor
Public Comments
If applicable, Public Hearing closed by Mayor
Questions by Council Members
Discussion by Council Members
Action by City Council

Appeal proceedings shall be conducted in the following order:

Introduction of the item by the Mayor
Staff presentation
Hearing opened by Mayor
    Appellant's comments
    Public comments

Rebuttal-Appellant comments
Hearing closed by Mayor
Questions by Council Members
Discussion by Council Members
Action by City Council

S. APPEALS

The filing of an appeal shall have the effect of staying the issuance of any permit or procedure until such time as the matter on appeal is resolved. If there are subsequent items to come before the Council that are subject to the outcome of the appeal, those items shall be listed following the item for appeal on the agenda; the decision of which shall be factored upon the Council's decision on appeal.

T. CITY COUNCIL AGENDA ITEM REFERRALS

Any Council Member may, at a regularly scheduled meeting under "City Council Items of Interest", request a matter which is not otherwise scheduled on a City Council agenda to be placed on a future agenda. The Council Member referring the item shall provide a brief description of the subject to be printed on the agenda, sufficient to inform the City Council and public of the nature of the item.

The City Council, after considering the referral, may either refer the matter to staff to schedule as a future City Council agenda item or they may, by concurrence of the majority, advise to not place on a future agenda.

In addition to the verbal request process above, any City Council Member may also submit a written request via email to the City Administrator no less than seven (7) days prior to a regular City Council meeting, requesting that an item be listed on the Consent Calendar for Council consideration to be placed as an individual business item at a future meeting. If approved by majority vote of the City Council, the requested item will be placed on a future regular meeting agenda for discussion.

U. APPOINTMENTS

Appointment to the City Boards, Committees and Commissions (Planning Commission and Downtown Design Review Committee) shall be made as set forth in Ordinances adopted by the Exeter City Council and may be amended from time to time. Appointment to outside Agency Boards and Committees shall be made and reviewed consistent with the applicable Board's or Committee's regulations, and shall otherwise be reviewed every two (2) years in December in even years and as needed thereafter.

V. ADDRESSING THE CITY COUNCIL

1. Speaker Form and Speaker Time

A person desiring to address the City Council may be *encouraged* to complete a Speaker Form. Depending upon the extent of the agenda and the number of persons desiring to speak on an issue, the Mayor may, at the beginning of the hearing, limit the time for individual comments. When deemed necessary, the Mayor may allocate a longer speaker time, other than what is noted on the agenda, without objection from the City Council.

Each person shall stand at the podium, if one is available, and is requested to state & spell his/her name and provide city of residence for the record. All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the City Council and person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the City Council, without the permission of the Mayor. No question shall be asked of a Council Member or a member of City staff except through the Mayor.

2. One Speaker at a Time

No person, other than the person having the floor, shall be permitted to enter into any discussion without the permission of the Mayor. All discussions shall be through the Mayor, and no question shall be asked of a Council Member or City Staff except through the Mayor.

3. Questions and Comments from the Public

Questions and comments from the public shall be limited to the subject under consideration, except for those items introduced under Citizen Comments.

4. Addressing the City Council after a Public Comment and/or a Motion is made

No person in the audience may address the City Council after the public comment portion is concluded, or after a motion is made, without first securing permission from the Mayor to do so, and the Mayor is permitted but not required to recognized the interruption. Upon recognition by the Mayor and permission being granted by the City Council, the person so recognized shall confine him/herself to the question under discussion.

W. CONTINUED AGENDA ITEMS

It is City Council practice and policy that matters scheduled on an agenda will be heard at the meeting scheduled. When unforeseen circumstances mandate a request for continuance of an agenda item by an applicant, appellant, or other interested parties, the request must be made to the City Council at the outset of the consideration of the item. In addition, any person intending to make a request for a continuance shall inform the City Clerk, orally or in writing, as soon as possible prior to the meeting that such a request for continuance will be made. The City Clerk shall inform the Mayor. The City Council will consider the request

for continuance prior to discussing the substance or merits of the agenda item. The interested parties may speak to the issue of a continuance without forfeiting the right to speak later to the merits of the issue if a majority of the Council agrees. Comments may be presented by persons not able to attend the meeting for which the item is finally scheduled if the City Council agrees to continue the item.

X. PUBLIC HEARING CLOSED

Once a public hearing is closed it is inappropriate for the public to speak except to answer an inquiry of a Council Member addressed through the Mayor. However, a public hearing may be re-opened by a majority approval by the Council to hear new information.

Y. CANCELLATION OF MEETING

The City Administrator in consultation with the Mayor, may cancel City Council meetings if there is no business to conduct, or a meeting date conflicts with City holidays. All noticing of the canceled meeting will be done by the City Clerk, or designee, in accordance with the law.

CHAPTER 3
DECORUM

A. ENFORCEMENT OF DECORUM

The Mayor shall designate the Chief of Police, or his/her designated representative as a sergeant-at-arms when necessary to attend City Council meetings for the purpose of maintaining order and decorum in the City Council Chambers, lobby, or other designated meeting location. Upon instructions from the Mayor, the sergeant-at-arms shall eject any person from the City Council Chambers, in conformance with State law.

B. CONDUCT IN THE CITY COUNCIL CHAMBERS

1. Council Chambers Defined

Council Chambers shall be, in addition to the usual and customary meeting location, any location or facility wherein a majority of the legislative body may meet for an open and public meeting as defined by the Brown Act, whether it be a regular meeting, special meeting, joint meeting, closed session or study session.

2. Rules of Decorum for the Public

Members of the audience shall not engage in any meeting disruption, which is defined as engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes or renders infeasible the

orderly conduct of the meeting and includes, but is not limited to one of the following: a) a failure to comply with reasonable and lawful city council policies/regulations or other applicable laws, or b) engaging in behavior that constitutes use of force or a true threat of force as defined by law. Examples include disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, and stamping of feet or other acts which actually disturbs, disrupts, impedes or otherwise renders the orderly conduct of the City meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the Mayor (or presiding member of the City Council), be subject to ejection from the meeting per Government Code Section , 54957.9 and 54957.95, if the audience member continues the behavior after having been warned of the consequences the presiding council member or his/her designee. Any person who violates these rules may be guilty of a misdemeanor. This section shall not be construed to prohibit public criticism of the policies, procedures, programs, or services of the agency, or the acts or omissions of the city council.

3. Rules of Conduct and Safety

When the City Council is in session, all persons present must preserve safety and order. Members of the public should sit in the seats provided, subject to ADA compliance, unless addressing the Council or entering or leaving the Council Chambers. Members of the public shall not block the aisles or exits in any manner. Members of the public should not bring audible equipment into the Council Chambers, including cellular phones or pagers, without first either turning said equipment off or to a silent mode.

4. Clearing of the Council Chambers

In addition to the remedies set forth above, in accordance with California Government Code Section 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting not feasible, and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue the session. Representatives of the press or other media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this provision. The City Council may establish a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

5. Cell Phones

In order to minimize interference to audio recording equipment during a City Council cell phones shall be turned off or at minimum placed on silent during all meetings.

6. Media Equipment – Broadcast, News, Photograph, Print, Published, Recording, Video

The use of media equipment that enables recording of information of an open and public meeting is permissible, absent a reasonable finding by the legislative body that the use of said equipment presents a persistent disruption (noise, illumination, obstruction of view or pathway) to the proceedings.

In the event that use of media equipment is disruptive, the Mayor may first seek to remedy of the equipment operator, asking that the device, whether it is noise, illumination, obstruction of view or pathway, be silenced, turned off, moved or removed from the area in question.

If the equipment operator refuses to make such accommodations the Mayor, by a reasonable finding of the legislative body, may determine that such use is a persistent disruption and bar the use of said equipment, illumination device and/or restrict the equipment operator from setting up at a particular location within the Council Chambers/meeting location.

C. COURTESY

1. Council Members

Council Members shall accord the utmost courtesy to each other, City employees and the public appearing before the City Council, and shall refrain at all times from rude and derogatory remarks, public criticism of staff, remarks as to integrity, abusive comments and statement as to motives and personalities.

2. City Employees

Employees of the City shall observe the same rules of order and decorum applicable to the City Council.

3. Public Speakers

Members of the public have the right to attend City Council meetings and to address the City Council on specific agenda items and under the Citizen's Comments section of the agenda. As noted above, the right of members of the public to address the City Council includes their right to criticize the policies, procedures, programs, or services of the City, or of the acts or omissions of the City Council and members of the City Council.

While the City Council meeting is in session, all persons must preserve order and decorum. A person who addresses the City Council under a specific agenda item or under Citizen's Comments section of the agenda is subject to the rules of decorum and removal procedures set forth in Section B above.

4. Appointed members of Boards, Commissions and Committees

Appointed members of Boards, Commissions and Committees of the City shall observe the same rules of order and decorum applicable to the City Council.

D. NOISE IN THE LOBBY

Noise emanating from the lobby outside the City Council Chambers which disrupts City Council meetings shall not be permitted.

E. CROWD CONTROL IN COUNCIL CHAMBERS

If the City Administrator, or the City Administrator's designee, anticipates in advance a crowd larger than the maximum number of attendees allowed in the City Council Chambers, he/she shall provide for appropriate crowd control. Alternatively, the City Administrator may in consultation with the Mayor, determine a different location to accommodate the crowd.

F. SMOKING

It is unlawful for any person to smoke in the City Council Chambers.

G. FOOD & DRINK

No food or drinks, other than bottled water, may be brought in by the public into the audience seating area of the City Council Chambers.

H. DISTRIBUTION OF LITERATURE AND OTHER MATERIALS IN CITY COUNCIL CHAMBERS

No person, other than City staff, shall distribute flyers, leaflets, placards or other literature or circulate any petition within the City Council Chambers.

Flyers, leaflets, placards or literature may only be distributed to the Council by a member of the public under Citizen's Comments, or by a project applicant/appellant pertaining to City business as may be referenced on the agenda, by approaching the City Clerk and requesting such material be distributed on their behalf.

Such other literature may only be displayed or distributed outside the City Council Chambers area.

CHAPTER 4
PROCEDURAL RULES

A. RULES OF ORDER

The City Council shall determine its own rules of order and amend them from time to time, or adopt new rules as it deems necessary. Amendment to or

adoption of new City Council procedures shall be accomplished by a majority vote.

B. RULES OF DISCUSSION

1. Withdrawal of Motion

A motion may not be withdrawn by the maker of the motion without the consent of the Council Member who seconded the motion.

2. Voting

The City Council, in the absence of an electronic voting device, votes by "voice vote" on all matters before it, unless a roll call vote is required by law or is requested by the Mayor. Silence shall be recorded as an affirmative vote, unless abstention is required by law, in which case silence shall be recorded as an abstention. The Presiding Officer shall announce the results of the vote. The City Clerk shall show on ordinances and resolutions, the names of Council Members and their respective votes.

3. Failure to Vote

Absent a disqualification under State law, including conflict of interest provisions and prohibitions on participating when personal bias would prohibit a fair decision, it is the responsibility of every Council Member to vote. Failure to vote that is not compelled by a legal disqualification shall constitute an affirmative vote. A Council Member who fails to vote shall nonetheless be counted toward making up a quorum, unless otherwise required by State law.

4. Abstaining from Vote for Reasons Other than an Identified Legal Disqualification

A Member of the City Council who abstains determines not to vote "yes" or "no". A vote to "abstain" except for an identified legal disqualification shall be counted as an affirmative vote. A Council Member shall state a reason for abstaining prior to doing so; failure to do so will constitute the same action as silence or failure to vote. A Council Member who abstains from voting for other than an identified legal disqualification shall nonetheless be counted toward making up a quorum.

5. Abstention/Recuse: Conflict of Interest

Prior to consideration of any matter or item, Council Members may consult with the City Attorney concerning potential conflicts of interest. Council Members shall disqualify themselves and abstain from voting if they have a financial conflict of interest or any other disqualification prescribed by law in a matter before the City Council. In such event, they may not participate in the discussion or the vote. Council Members shall state the specific reason for such disqualification. Unless the matter is on the consent calendar, the abstaining Council Member shall leave the

Council dais until the conclusion of the agenda item. The matter will then proceed as though the member is not present, and the member shall not be counted toward making up a quorum. Further requirement on abstention and absence from the Chambers may be imposed by State law.

It should be noted; however, a Council Member may speak, on his/her own behalf – as opposed to on behalf of someone else – on certain matters that directly affect his/her financial interest even when conflicted out. Thus, while a Council Member would have to disqualify him/herself on a matter affecting a piece of property in which the Council Member has a financial interest, he/she may be able to address the Council, speaking to what the impact would be to his/her property or business. Any Council Member who chooses to speak on an item as an individual resident, that he/she are otherwise legally disqualified from participating as a Council Member, shall do so at their own risk and subject to any consequences from FPPC.

6. Tie Votes

When one Council Member is absent and a matter under discussion has a tie vote, the item will be considered denied and to have not passed. The City Council exercises "appellate jurisdiction" when it considers certain prior determinations in which it is conferred such specific authority . In these instances a tie vote constitutes a non-action, which is a denial of the appeal.

7. Motion for Reconsideration

Upon final vote by the Council of any agenda item, a motion for reconsideration may be made, but only during the Council meeting wherein the agenda item was approved or denied. Any motion made after the close of the Council meeting is untimely. The motion for reconsideration is allowed by a member of Council that voted as part of the majority of the original motion. The motion may be seconded by any member of Council. If the motion to reconsider passes, then a member of Council may make a new motion related to the same item.

C. COUNCIL DAIS

The City Council seating area, most commonly referred to as the Council Dais is restricted to Council and City Staff at all times. Loitering or the dissemination of materials are not permitted in the area directly in front of the City Council seating area, commonly referred to as the well. Written or photographic materials are to be handed to the City Clerk for dissemination to the Council, and made part of the record.

CHAPTER 5
ADMINISTRATIVE

RULES

A. PURCHASE BY CONTRACT OR IN THE OPEN MARKET

When the expenditure required for the purchase of any supplies exceeds the sum established by a policy through a resolution adopted by the City Council, the Purchasing Agent shall advertise for sealed proposals in the manner hereinafter prescribed for proposals for public work and the contract shall be awarded by the Council to the lowest responsible bidder, provided that the Council may reject all bids and order the Purchasing Agent to buy in the open market at a price less than the lowest bid received from a responsible bidder, and provided that if no bids are received, the Council may order the Purchasing Agent to buy in the open market. Until the Council shall otherwise provide by Ordinance, the Finance Director shall act as Purchasing Agent.

B. PUBLIC WORKS TO BE DONE BY CONTRACT

All public buildings and work, when the expenditure therefore shall exceed the sum established by a policy through a resolution adopted by the City Council, shall be done by contract, and shall be let to the lowest responsible bidder, after advertising one (1) time in a daily newspaper of general circulation, for sealed proposals for the work contemplated. Provided, that the Council may reject any and all bids, if deemed excessive, and re-advertise for bids to provide for the work to be done by the Department of Public Works.

C. EXECUTION OF DOCUMENTS

1. Ordinances, Resolutions and Ceremonial Certificates
The Mayor as Presiding Officer or in the Mayor's absence the Mayor Pro Tem shall execute all Ordinances and Resolutions. Ceremonial Resolutions, Proclamations and Certificates will also be executed by the Mayor or in the Mayor's absence the Mayor Pro Tem.

2. Contracts for Supplies, Public Buildings and Work
All contracts for supplies, public buildings and work shall be approved as to form by the City Attorney, and shall be signed by the Mayor or in his absence the Mayor Pro Tem, and attested to by the City Clerk, unless authorized to be signed by the City Administrator or Purchasing Officer per Exeter Code of Ordinances Section 2.10.

3. Agreements, Contracts, Addendums, Change Orders, Memorandums of Understanding for Administrative, Managerial or Professional Services or Programs over $15,000
All agreements, contracts, or memorandums of understanding for administrative, managerial or professional services or programs over

$15,000 shall be, upon approval of Council, approved as to form by the City Attorney, and shall be signed by the City Administrator, or the City Administrator's designee, and attested to by the City Clerk.

4. **Acting City Administrator Designation**
In that the City Administrator is required to be away from the City from time to time, due to conferences, training, business trips, etc., and it is necessary that the City be represented within the authority of the City Administrator, the City Administrator has the ability to use discretion in selecting and designating an Acting City Administrator to carry out the ministerial duties for the duration of the City Administrator's absence as set forth in writing when the Acting City Administrator is designated. Such designee shall be an Employee of the City.

D. COUNCIL ADMINISTRATIVE SUPPORT

1. **Mail** – All general mail is opened, date stamped and routed to the addressee.

2. **Letters Addressed to Mayor and/or City Council Members** – All letters addressed to the Mayor and/or City Council Members requiring a response from staff are copied to the City Administrator. A copy of the responses mailed, along with the original letters will be provided to each Council Member.

   Letters addressed to the Mayor and/or City Council members that do not require a response, but provide information on Council agenda items or like matters will be copied to the full Council.

   Mail pertaining to specific meetings where an individual Council Member is the appointed representative of the Council is opened, said mail will be distributed to that Council Member and not copied to the full Council.

3. **Council Correspondence** – All Council Members correspondence written with City resources (letterhead, typing, staff report, postage, etc.) will reflect the position of the full Council, not individual Council Member's positions. All Council Member correspondence using City resources will be copied to the full Council. For example, responses to citizen letters will be copied to the full Council along with the original citizen correspondence.

4. **Clerical Support** – The City Administrator/City Clerk's Office will coordinate the typing of correspondence requested by individual Council Members for communications reflecting the position of the full Council. All correspondence typed for Council Member will be on City letterhead and will reflect the position of the full Council, not individual Council Member and will be copied to the full Council.

5. **Council Notification of Significant Incidents** – In conjunction with the City public safety departments, the City Administrator's Office will report on significant incidents immediately once known via phone call or email.

6. **Council Member Notification of Constituent Request for Communication – With regard to** contacts addressed to Council Members but received by City Hall or Departments, citizens attempting to communicate with the City Council often call or email offices at City Hall or various City Departments. Such calls are referred to the City Administrator's Office. The City Administrator's staff will take a message and/or refer it to the appropriate Council Member (electoral district) or give the caller the telephone number or email address of the City Council Member so they may call them directly, according to instructions given by the Council Member.

E. RULES AND PROCEDURES ADMINISTRATION

1. **Review of City Council Rules and Procedures** – The Council will review and revise the Handbook of Rules and Procedures as needed.

2. **Adherence to Rules and Procedures** – During City Council discussions, deliberations and proceedings, the Mayor has been delegated the primary responsibility to ensure that the City Council, staff and members of the public adhere to the Council's adopted protocol.

3. **City Attorney as Rules and Procedures Advisor** – At the behest of the full Council, the City Administrator may be directed to confer with the City Attorney in interpreting the City Council's adopted Rules and Procedures and proposed changes.

4. **Adherences to Administrative Procedure and Process of Rules and Procedures** – The Council has delegated the City Administrator responsibility to discuss, on behalf of the full Council, any perceived or inappropriate administrative action with a Council Member. The City Administrator will discuss with the Council Member the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the City Administrator will report the concern to the full Council.

5. **Applicability of Rules and Procedures** – The City of Exeter City Council Handbook of Rules and Procedures shall also apply to all Board, Commissions and/or Committees as established by the City Council.

F. CONFLICT WITH CITY CHARTER, CITY MUNICIPAL CODE, CITY PROCUREMENT POLICIES, ADMINISTRATION POLICIES, STATE OR

FEDERAL LAW

If there is any conflict contained hereinabove with the City Charter, City Municipal Code, City Procurement Policies, Administration Policies, State or Federal Law, such laws shall prevail over the provisions contained within this Handbook.

RESOLUTION NO. 2025-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER APPROVING AMENDMENTS TO THE EXETER CITY COUNCIL HANDBOOK OF RULES AND PROCEDURES TO UPDATE THE PROCESS FOR PLACING ITEMS ON THE CITY COUNCIL AGENDA

WHEREAS, the City Council of the City of Exeter adopted the City Council Handbook of Rules and Procedures on October 25, 2022, to provide a framework for effective governance and efficient conduct of City Council business; and

WHEREAS, the Handbook was subsequently amended by the City Council on March 12, 2024, and January 14, 2025, to reflect updated practices and procedural improvements; and

WHEREAS, the Handbook currently allows for the open discussion of Council Member updates, concerns, and announcements during meetings; and

WHEREAS, the City Council desires to amend the Handbook to establish a transparent, orderly, and efficient written request process to allow Council Members to propose future business items for Council consideration; and

WHEREAS, the proposed amendment would allow a Council Member to submit a written request via email to the City Administrator at least seven (7) days before a Council meeting, requesting that the item be placed on the Consent Calendar for approval to list the item as individual business on the subsequent meeting agenda; and

WHEREAS, if approved by a majority of the City Council through Consent Calendar action, the item would then be placed as a business item on the next regular City Council meeting agenda; and

WHEREAS, the City Council has reviewed and considered the proposed amendment and finds it to be in the best interest of promoting open communication, transparency, and efficient meeting management.

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

SECTION 1. The City Council hereby approves the amendment to the Exeter City Council Handbook of Rules and Procedures, as attached hereto and incorporated by reference, establishing a formal written process for Council Members to request the placement of future agenda items.

SECTION 2.The updated version of the City Council Handbook of Rules and Procedures, reflecting the approved amendment, shall be maintained by the City Clerk and made publicly available.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Exeter on this 12th day of August 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jacob Johnson, Mayor

ATTEST:

_____
Francesca Quintana, City Clerk

Agenda Item Staff Report

Agenda Item Number: **J.5.**

Meeting Date:
August 12, 2025

Wording for Agenda:
Consider Authorizing a 30-day notice of termination for Clean Cut Landscape Management Inc. pursuant to the City of Exeter's Landscape Maintenance Services Contract and RFB23-009 and Authorize Staff to Initiate a Formal Bidding Process for City of Exeter Park Maintenance Services and Execute a Month-to-Month Agreement with CSET for Interim Maintenance.

Submitting Department:
Public Works

Contact Name:
Zachary Boudreaux, Public Works Director

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 issuance of a formal 30-day notice of termination to Clean Cut Landscape Management Inc. in accordance with the Contract for Landscape Maintenance Services for the City's Parks and Public Buildings, and Request for Bids (RFB) #23-009, authorize staff to publish a request for bids for Landscape Maintenance Services for the City's Parks and Public Buildings, and authorize staff to contract with Community Services Employment Training (CSET) in accordance with City of Exeter Informal Purchasing Procedure §3.36.080 for a limited term (month to month) for an amount not to exceed $25,000 until the conclusion of the formal bidding process.

Summary:
The City of Exeter contracted with Clean Cut Landscape Management Inc. in December 2023 for park and public facility landscaping services. Although the City extended the agreement through December 2025 via Addendum No. 1 (adopted March 11, 2025), ongoing performance issues have persisted.

Staff has received multiple complaints regarding repeated failures to meet service standards as outlined in the contract scope. These concerns have been communicated to the contractor. Despite attempts to resolve the issues, the contractor has remained largely unresponsive.

Given the lack of improvement in service delivery and communication, staff recommends that the City provide Clean Cut Landscape Management Inc. a 30-day notice to terminate the contract for services agreement between Clean Cut Landscape Management Inc and the City of Exeter, consistent with Section 1 of RFB23-009 portion of the contract.

If the City Council takes action to issue a 30-day notice to terminate the contract for services agreement, the City will need to initiate a formal Request for Bids (RFB) for comprehensive park maintenance services across all City of Exeter parks. The RFB process can be completed in approximately 60 days. The time required to complete the RFB process will result in gap in service. Community Services Employment Training (CSET) has agreed to provide interim park maintenance until the conclusion of the formal bidding process if needed. The proposed rate of the interim contract is $12,084 per month.

Background:

Clean Cut Landscape Management Inc. was selected as the lowest bidder during the formal procurement process conducted in late 2023 (RFB23-009). Clean Cut Landscape Management Inc. bid proposal of $86,580 annually was significantly lower than the other proposals received, which ranged from $146,756.90 to over $222,000.

Following the January 2024 contract start date, staff documented a series of maintenance issues that have not been resolved. The performance issues conflict with the required scope of work, which includes routine and as-needed services to ensure parks remain in a clean, safe, and visually appealing condition. Despite repeated efforts to collaborate with the contractor on corrective actions—including emails, phone calls, site visits, and formal correspondence, the issues have not been resolved in an acceptable manner.

The Contract for Landscape Maintenance Services for the City of Exeter's Parks and Public Building incorporates both the City of Exeter RFB 23-009 Landscape Maintenance Services – Parks and Public Buildings and the Contractor's bid in response to RFB 23-009. Section 1, Objectives, of RFB 23-009 states: the contract may be terminated at any time for failure to perform satisfactorily or may be terminated after a 30-day notice to terminate.

Fiscal Impact:

- **Current Annual Cost:** $86,580
- **Next Lowest 2023 Bid:** $146,756.90
- **Other 2023 Bids:** $207,840, $212,880, and $222,720

It is expected that future landscape maintenance costs will increase based on 2023 bid data and inflationary pressures. However, funds are available in Measure P to support the anticipated increase in costs.

If the City Council takes action to issue a 30-day notice to terminate the contract for services agreement, the City will need to initiate a formal Request for Bids (RFB) for comprehensive park maintenance services across all City of Exeter parks. The RFB process can be completed in approximately 60 days. The time required to complete the RFB process will result in a gap in service. Community Services Employment Training (CSET) has agreed to provide interim park maintenance until the conclusion of the formal bidding process if needed. The proposed rate of the interim contract is $12,084 per month.

Attachments:

- Original Request for Bids #23-009
- Contract and Addendum No. 1 with Clean Cut Landscape Management
- Draft Contract for Interim Landscape Maintenance Services for City of Exeter's Parks and Public Buildings

Recommended motion to be made by the City Council:

I move to authorize staff to issue a 30-day notice of termination to Clean Cut Landscape Management Inc. pursuant to the Contract for Landscape Maintenance Services for the City of Exeter's Parks and Public Building and RFB Section 1, and to initiate a formal bidding process for City of Exeter Park Maintenance Services and execute a month-to-month agreement with CSET for interim maintenance.

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

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

RECITALS

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

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

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

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

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

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

2. ATTACHMENTS INCORPORATED:

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

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

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

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

3. CITY COMMITMENTS:

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

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

4. COMPENSATION:

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

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

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

5. INSURANCE:

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

6. Indemnification:

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

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

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

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

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

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

7. AFFIRMATION:

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

8. INTEGRATION/MODIFICATION:

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

9. ARBITRATION:

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

10. ATTORNEY FEES:

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

11. FIREARMS PROHIBITED:

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

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

CONTRACTOR

Dated:_____ By:_____

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

CITY OF EXETER

Dated:_____ By:_____
City Administrator

Dated:_____ By:_____
City Attorney

Dated:_____ By:_____
City Risk Manager

Dated:_____ By:_____
Director of Public Works

Attachment 1

CITY OF EXETER
PUBLIC WORKS DEPARTMENT

Landscape Maintenance Services – Parks and Public Buildings

IN

CITY OF EXETER
TULARE COUNTY

PROJECT NO. 23-009

Dated: October 13, 2023

CITY OF EXETER
STATE OF CALIFORNIA
NOTICE TO CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF EXETER
Daymon Qualls,
Director of Public Works

Section 1: Introduction

Purpose

The City of Exeter ("City") is requesting bids (RFB) from experienced, well qualified landscape contractors to perform weekly maintenance of the City's twelve (12) parks and two (2) public buildings.

Background

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

Objectives

The City has twelve (12) parks and two (2) public buildings to be included in this bid.

This RFB is to solicit bids from qualified landscaping contractors to perform weekly maintenance of the City's twelve (12) parks and two (2) public buildings. Below are the key points for consideration:

- The selected contractor shall have a proven track record of services required.
- The selected contractor shall have sufficient liability insurance.
- The selected contractor shall have a California C-27 Landscaping Contractor Classification License.
- The selected contractor shall have a Qualified Applicator Certificate in category B (QAC-B).
- The selected contractor shall maintain a City business license at all times during the service of the contract.
- The initial contract period shall be for twelve (12) months, renewable annually thereafter for four (4) consecutive one-year periods, at the City's option, and upon mutually agreeable terms
- The contract period shall be from January 1st through December 31st annually.
- The contract may be terminated at any time for failure to perform satisfactorily or may be terminated after a 30-day notice to terminate.
- All prices shall be fixed for a twelve-month period. Prices bid by Contractor may be adjusted annually at time of contract renewal or upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials, or changes in scope of work.
- By submitting a bid for this project, the Contractor acknowledges that he has visited each of the City's twelve (12) parks and two (2) public buildings and made himself aware as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal.
- The Contractor shall be liable for all damage done to any structure arising through his operations. The Contractor shall repair all damage done through his acts or negligence.

Prevailing Wages

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

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

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

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

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

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

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

Compliance with Discrimination Laws

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

Section 2: Scope of Work

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

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

successful Contractor. Contractor must have sufficient equipment and employees to complete the work in accordance with the specifications and requirements of this Invitation to Bid.

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

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

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

A. GENERAL CONDITIONS

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

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

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

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

4. **Professional Conduct.** Contractor and Contractor's employees must always conduct themselves professionally in public and when dealing with City staff and/or Exeter citizens. This will include but not be limited to refraining from using profane or vulgar language in public areas while performing work under this agreement. Contractor and Contractor's employees will also always afford residents and citizens the utmost courtesy and respect.

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

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

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

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

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

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

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

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

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

B. LANDSCAPE MAINTENANCE – SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. **Trees**.

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

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

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

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

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

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

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

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

d. **Shrubs.** All shrubs must be trimmed to prevent encroachment onto walkways, passageways, streets, curbing, and trails to allow for safe passage of users. Shrubs must

be trimmed to allow a clear sightline of oncoming traffic at all Right of Ways and intersections. Shrubs must be cleared away from all regulatory street and traffic signs.

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

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

6. **Replacement of Plant Material**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. HARDSCAPE MAINTENANCE

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

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

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

Parks and Public Buildings Locations:

NOTE: BIDDER must visit each location and make themselves aware as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal. Questions regarding the areas included in the scope of work should be directed to pw@exetercityhall.com.

Facility	Location	Acreage
Administration	100 No. C St	
City Hall	137 No. F St	
Dobson Field	East Rocky Hill Drive	17
City Park	Chestnut and "E" Street	2.53
Brick House Park	Palm and Filbert	0.97
Bark Park	Palm and "F" Street	0.75
Joyner Park	Pine and "C" Street	0.5
Mixture Park	Pine and "E" Street	0.01
Water Tower Park	Pine and "B" Street	0.25
Rose Garden Park	Palm and "A" Street	0.22
Schelling Park	Pine and Filbert	0.01
Planter Park	Maple and "B" Street	0.01
Schroth Park	Belmont and Vine	5
Unger Park	Belmont and Glaze	4.7

Section 3: Exclusions

The following activities are excluded from this contract:

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

Section 4: Response Requirements

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

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

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

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

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

Bidders shall submit the following information in their response:

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

Section 5: Questionnaire

Proposer Information

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

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

Section 5: Insurance Requirements

i. Commercial General Liability

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

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

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

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

ii. Business Automobile Liability

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

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

iv. Workers' Compensation and Employers' Liability

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

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

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

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

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

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

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

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

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

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

RECITALS

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

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

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

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

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

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

2. ATTACHMENTS INCORPORATED:

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

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

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

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

3. CITY COMMITMENTS:

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

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

4. COMPENSATION:

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

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

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

5. INSURANCE:

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

6. Indemnification:

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

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

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

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

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

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

7. AFFIRMATION:

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

8. INTEGRATION/MODIFICATION:

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

9. ARBITRATION:

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

10. ATTORNEY FEES:

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

11. FIREARMS PROHIBITED:

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

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

CONTRACTOR

Dated: 12/14/2023 By: _____

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

CITY OF EXETER

Dated: 12/19/23 By: _____
City Administrator

Dated: 12/19/23 By: _____
City Attorney

Dated: 12/19/23 By: _____
City Risk Manager

Dated: 12/19/23 By: _____
Director of Public Works

ADDENDUM NO. 1 TO AGREEMENT BETWEEN
THE CITY OF EXETER AND
CLEAN CUT LANDSCAPE MANAGEMENT INC.

This Addendum No. 1 ("Addendum") is entered into as of _____, 2025, by and between the City of Exeter ("CITY") and Clean Cut Landscape Management Inc. ("CONTRACTOR"), with reference to the following facts:

RECITALS:

WHEREAS, on January 1, 2024, CITY and CONTRACTOR entered into an Agreement ("Agreement") for the provision of landscape maintenance services for the City's parks and public buildings; and

WHEREAS, the Agreement provides for an initial one-year term with four (4) optional one-year extensions, subject to the City's discretion and the Contractor's consent; and

WHEREAS, CITY wishes to exercise the first one-year extension option, and CONTRACTOR agrees to such extension under the same terms and conditions set forth in the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **EXTENSION OF TERM:** Pursuant to Section 1 of the Agreement, the term of the Agreement is hereby extended for an additional one (1) year period, commencing on January 01, 2025, and expiring on December 31, 2025.
2. **COMPENSATION:** The base annual compensation to CONTRACTOR shall be $86,580 for the extended term, as mutually agreed to.
3. **NO OTHER CHANGES:** Except as expressly provided in this Addendum, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

CITY OF EXETER

By: _____

City Administrator

Dated: 3/12/25

CLEAN CUT LANDSCAPE MANAGEMENT INC.

By: Karry Wendel
Karry Wendel (Mar 25, 2025 13:36 PDT)

Title: Project Manager

Dated: 03/25/2025

2025-03-25 Addendum No. 1 Agreement between COE and Clean Cut Landscaping

Final Audit Report 2025-03-25

Created:	2025-03-25
By:	Francesca Quintana (fquintana@exetercityhall.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-qmuYjORjdSPrYeBcZoSWISPj4Q3zymU

"2025-03-25 Addendum No. 1 Agreement between COE and Clean Cut Landscaping" History

Document created by Francesca Quintana (fquintana@exetercityhall.com)
2025-03-25 - 6:08:34 PM GMT

Document emailed to Karry Wendel (karry@cleancutland.com) for signature
2025-03-25 - 6:08:40 PM GMT

Email sent to marroyo@exetercityhall.co bounced and could not be delivered
2025-03-25 - 7:04:02 PM GMT

Email viewed by Karry Wendel (karry@cleancutland.com)
2025-03-25 - 8:21:34 PM GMT

Document e-signed by Karry Wendel (karry@cleancutland.com)
Signature Date: 2025-03-25 - 8:36:20 PM GMT - Time Source: server

Agreement completed.
2025-03-25 - 8:36:20 PM GMT

Adobe Acrobat Sign

CONTRACT FOR INTERIM LANDSCAPE MAINTENANCE SERVICES FOR

THE CITY OF EXETER'S PARKS AND PUBLIC BUILDINGS

This Agreement, entered into and effective this ____day of August, 2025 ["Effective Date"], by and between the City of Exeter, hereinafter referred to as the "CITY", and_____, hereinafter referred to as the "CONTRACTOR.

R E C I T A L S

WHEREAS, CONTRACTOR is a Community Conservation Corps, with a primary business address of _____; and

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

WHEREAS, City of Exeter desires to contract with CONTRACTOR for interim Landscape Maintenance Services for the City's Parks and Public Buildings, pending solicitation for a longer term contract for said services; and

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

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire no later than _____. The contract term shall be for a two 2 month period. Additionally, this Agreement may be terminated for convenience, with at least 10 days written notice. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

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

ATTACHMENT NO.	**DESCRIPTION OF ATTACHMENT**
Attachment 1	Scope of Services
Attachment 2	Insurance Requirements

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

CONTRACTOR shall provide all work/services described in "Scope of Services" in Attachment 1.

3. CITY COMMITMENTS:

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

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

4. COMPENSATION:

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

Total Max Compensation:	$25,000.00
Source of Funds:	Local Revenues

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

5. INSURANCE:

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described in Attachment 2.

6. Indemnification:

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

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

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

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

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

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

7. AFFIRMATION:

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

8. INTEGRATION/MODIFICATION:

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

9. MEDIATION:

For any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties agree to make good faith attempts to engage in mediation prior to the filing of any lawsuit.

10. ATTORNEY FEES:

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

11. FIREARMS PROHIBITED:

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

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

13. PREVAILING WAGE/EXEMPTION: Contractor shall provide proof of the applicable exemption to State prevailing wage requirements as applicable to this contract, as a result of Contractor's status as a Community Conservation Corps., and to the fullest extent permitted by law bears all risk associated with any failure to comply herewith.

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

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

CONTRACTOR

Dated:_____ By:_____

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

CITY OF EXETER

Dated:_____ By:_____
City Administrator

Dated:_____ By:_____
City Attorney

Dated:_____ By:_____
City Risk Manager

Dated:_____ By:_____
Director of Public Works

Attachment 1

CITY OF EXETER
STATE OF CALIFORNIA
SCOPE OF WORK/SERVICES

Project Name: Landscape Maintenance Services – Parks and Public Buildings

Background

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

Objectives

The City has twelve (12) parks and two (2) public buildings to be included in this contract.

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

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

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

A. GENERAL CONDITIONS

1. **Standards.** Contractor must perform services in a manner commensurate with the highest

quality professional standards of the landscape maintenance profession, using qualified and experienced personnel and high-quality equipment and materials.

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

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

3. **Company Identification.** All employees must wear uniforms or other identifying clothing, to make clear to all observers that they are employed by the Contractor. All vehicles (trucks, etc.) used while fulfilling this contract shall have appropriate company identification, visible to all observers, to identify vehicles as being owned by the Contractor.
4. **Professional Conduct.** Contractor and Contractor's employees must always conduct themselves professionally in public and when dealing with City staff and/or Exeter citizens. This will include but not be limited to refraining from using profane or vulgar language in public areas while performing work under this agreement. Contractor and Contractor's employees will also always afford residents and citizens the utmost courtesy and respect.

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

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

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

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

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

8. **Clean-up.** All areas covered by the contract must be kept free of debris and potential safety hazards generated by but not limited to, leaves, grass clippings, pruning, weeding, trimming, and

other operations of the Contractor, as well as bottles, cans, trash and paper and other yard waste. All trash and debris are to be immediately removed and disposed of. Trash, debris and green waste from City of Exeter landscaping may be disposed of at the City Corporation Yard located at 350 W. Firebaugh, during business hours.

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

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

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

B. LANDSCAPE MAINTENANCE – SPECIFICATIONS

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

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

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

      The Contractor shall keep controllers and valve boxes free of dirt and debris; repair,

replace, clean, adjust, straighten, raise, or lower the following sprinkler system components:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. **Trees**.

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

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

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

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

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

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

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

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

d. **Shrubs.** All shrubs must be trimmed to prevent encroachment onto walkways, passageways, streets, curbing, and trails to allow for safe passage of users. Shrubs must

be trimmed to allow a clear sightline of oncoming traffic at all Right of Ways and intersections. Shrubs must be cleared away from all regulatory street and traffic signs.

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

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

6. **Replacement of Plant Material**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. HARDSCAPE MAINTENANCE

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

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

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

Parks and Public Buildings Locations:

NOTE: BIDDER must visit each location and make themselves aware as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal. Questions regarding the areas included in the scope of work should be directed to **pw@exetercityhall.com.**

Facility	Location	Acreage
Administration	100 No. C St	
City Hall	137 No. F St	
Dobson Field	East Rocky Hill Drive	17
City Park	Chestnut and "E" Street	2.53
Brick House Park	Palm and Filbert	0.97
Bark Park	Palm and "F" Street	0.75
Joyner Park	Pine and "C" Street	0.5
Mixture Park	Pine and "E" Street	0.01
Water Tower Park	Pine and "B" Street	0.25
Rose Garden Park	Palm and "A" Street	0.22
Schelling Park	Pine and Filbert	0.01
Planter Park	Maple and "B" Street	0.01
Schroth Park	Belmont and Vine	5
Unger Park	Belmont and Glaze	4.7

Section 3: Exclusions

The following activities are excluded from this contract:

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

ATTACHMENT 2

Insurance Requirements

i. Commercial General Liability

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

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

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

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

ii. Business Automobile Liability

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

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

iv. Workers' Compensation and Employers' Liability

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

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

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

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

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

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

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

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