



## EXETER CITY COUNCIL REGULAR MEETING AGENDA

**January 13, 2026, 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

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Notice is hereby given that the Exeter City Council will hold a Regular Meeting on Tuesday, January 13, 2026, 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. GC 54956.9(d)(2) – Conference with Legal Counsel  
Re: Anticipated Litigation/Significant Exposure to Litigation – Three (3) Cases: Facts Not Known to Potential Plaintiffs
2. GC 54956.9(d)(4) Conference with Legal Counsel  
Re: Anticipated Litigation – Initiation of Litigation: One (1) Case
3. 54956.9(d)(1) Conference with Legal Counsel  
Re: Existing Litigation – One (1) Case:  
City of Exeter v. Sandra Kay Bumgarner, et al., Tulare County Superior Court No. VCU323368

**7:00 p.m.**

### **D. CALL TO ORDER REGULAR SESSION**

## **E. INVOCATION**

## **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. Service Recognition of Operations Manager Dan Espinola (pp. 5 – 6)  
*Presented by Mayor Pro Tem Wilson*
2. Employee of the Quarter Award (pp. 7 – 8)  
*Presented by Mayor Pro Tem Wilson*

## **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 December 9, 2025, Regular Meeting Minutes (pp. 9 – 14)
2. Approval of the Payment of Bills for December 8, 2025, December 12, 2025, and December 26, 2025 (pp. 15 – 29)
3. Approval of Payroll for the Periods of November 17, 2025, to November 30, 2025; December 1, 2025, to December 14, 2025, and December 15, 2025, to December 28, 2025 (pp. 30 – 49)
4. Approval of a Temporary Street Closure and the Use of Joyner Park for a High School Reunion Special Event hosted by the Center for Art Culture & History (CACHE) on Saturday April 18, 2026 (pp. 50 – 55)

5. Approval of a Temporary Street Closure, Temporary No Parking and a Special Event Fee Waiver Request for the 2026 Rocky Hill Triathlon on March 14, 2026 (pp. 56 – 61)
6. Approval of a Facility Use Request, Temporary Street Closure and a Fee Waiver Request for the Annual Motorfest on March 14, 2025, from the Exeter Chamber of Commerce (pp. 62 – 69)
7. Approval of a Facility Use Request and a Special Event Fee Waiver for a ‘Downtown Second Saturday’ Event beginning February 14, 2026, from the Exeter Mural Committee and Exeter Mural Store (pp. 70 – 75)
8. Adoption of **Resolution No. 2026-01**, A Resolution of the City Council of the City of Exeter for Fiscal Year 2025-26 Transportation Development Act Claim by the City of Exeter and Concurrence to a Claim by City of Visalia, Tulare County Regional Transit Agency, and Tulare County Association of Governments (TCAG) (pp. 76 – 80)
9. Consider authorizing the Exeter Little League to Place an Additional Cargo Container for Storage at Dobson Field Adjacent to their Existing Seatrain (pp. 81 – 83)
10. Adoption of **Resolution No. 2026-02**, A Resolution of the City Council of the City of Exeter, Approving the Request of a 3-Year Pilot Project to Utilize \$35,000 a Year of Measure R Funding for the Maintenance of Bike and Pedestrian Trail/Walking Path Improvements within the City of Exeter and Authorization to Sign a Supplemental Agreement with Tulare County Transportation Authority (TCTA) (pp. 84 – 87)
11. Approval of Addendum No. 1 to the 2024–2026 School Resource Officer Agreement with Exeter Unified School District to Reduce SRO Staffing from Two Officers to One Officer for the 2025–2026 School Year and Adjust Costs Accordingly (pp. 88 – 102)

## 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: **Ordinance No. 717**, An Ordinance of the City of Exeter Repealing and Replacing Title 6 Animals, Chapters 6.04 through 6.16, and Adding Chapters 6.20, 6.22, 6.24 and 6.28 to the City of Exeter Code of Ordinances, Regarding Comprehensive Updates to the City’s Animal Control Regulations (pp. 103 – 160)  
*Presented by Julia Lew, City Attorney*
2. Consideration of Design of New Mike Germaine Bark Park Sign in Honor of Mike Germaine and Park Sign Construction Material (pp. 161 – 170)  
*Presented by Zachary Boudreaux, Public Works Director*
3. Council Review and Direction Regarding Downtown Parking Improvements (pp. 171 – 179)  
*Presented by Kevin Gross, Contract City Engineer*

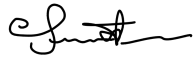
**K. CITY COUNCIL ITEMS OF INTEREST**

**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 January 9, 2026, 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.



# *Office of the Mayor*

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Address: PO Box 237, Exeter, CA 93221

Phone: (559)592-9244

## **Service Recognition Operations Manager Daniel Espinola**

The City of Exeter proudly recognizes Daniel Espinola upon his retirement, honoring more than two decades of dedicated service to the community.

Dan began his career with the City of Exeter on May 16, 2003, as a Mechanic II, and through hard work, leadership, and deep technical expertise, was promoted to Operations Manager on October 4, 2013. Throughout his career, Dan has been a cornerstone of the Public Works Department and a trusted resource across all City operations.

Known for his unmatched work ethic and hands-on approach, Dan consistently balanced the demands of state-mandated reporting and regulatory compliance with his true passion—being in the field, solving problems, and keeping the City's infrastructure operating safely and efficiently. His ability to maintain and repair critical equipment, often through creative and resourceful solutions, earned him widespread respect.

In recent years, Dan went above and beyond by dedicating countless additional hours to the Police Department and Administrative Building Remodel Project, all while continuing to oversee daily operations for the Public Works Department crew. His deep institutional knowledge, mentorship, and steady leadership have left a lasting impact on the City and its staff.

On behalf of the City Council, City staff, and the Exeter community, we extend our sincere gratitude to Dan Espinola for his years of exceptional service, commitment, and leadership. We wish him a happy, healthy, and well-deserved retirement.

# IN RECOGNITION OF DISTINGUISHED SERVICE

This certificate is proudly presented to :

*Dan Espinola*

The City of Exeter proudly recognizes Daniel Espinola for his 23 years of dedicated service to the community. Beginning his career in 2003 and later serving as Operations Manager, Dan's leadership, technical expertise, and hands-on commitment were instrumental in maintaining the City's infrastructure and supporting critical projects. His dedication, resourcefulness, and institutional knowledge have left a lasting impact on the City of Exeter.

With sincere appreciation, we wish Dan a well-deserved and fulfilling retirement. Awarded this 13<sup>th</sup> day of January, 2026 in recognition of his exceptional contributions.



\_\_\_\_\_  
MAYOR JOHNSON

\_\_\_\_\_  
MAYOR PRO TEM WILSON

\_\_\_\_\_  
COUNCIL MEMBER RIDDLE

\_\_\_\_\_  
COUNCIL MEMBER LENTZ

\_\_\_\_\_  
COUNCIL MEMBER ALVES



## *Office of the Mayor*

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Address: PO Box 237, Exeter, CA 93221

Phone: (559)592-9244

### **City of Exeter Employee of the Quarter Senior Clerk Vanessa Carretero**

Vanessa is currently the longest tenured employee of the City of Exeter Police Department. Vanessa was hired in 2013 as a Records Technician and promoted to Senior Clerk in 2019. Vanessa is relied on daily to keep all aspects of the department organized and on track.

Vanessa plays a key role in managing police records and maintaining consistent communication with the District Attorney's Office. Her attention to detail and follow-through help ensure cases are complete and deadlines are met. When something needs to be handled correctly the first time, Vanessa is the person everyone counts on.

Over the past year, during a period of major transition within the department, Vanessa has been the steady presence keeping everything together. While changes were happening around her, she continued to make sure nothing fell through the cracks. In many ways, she has been the glue holding daily operations together—quietly keeping things running while supporting everyone around her.

Vanessa is also the face of the Exeter Police Department for visiting members of the public. She regularly handles public inquiries and greets people coming into the office with professionalism, patience, and a welcoming attitude. She sets the tone for the department and represents both the Police Department and the City of Exeter well.

Vanessa's dedication, experience, and consistent work ethic make her well deserving of recognition as Employee of the Quarter. Her work may happen behind the scenes, but the impact is felt throughout the department every single day. Congratulations, Vanessa, on being named Employee of the Quarter!

# EMPLOYEE OF THE QUARTER

This certificate is proudly presented to :

*Vanessa Carretero*

Senior Records Clerk

In recognition of your outstanding dedication, professionalism, and commitment to excellence. Your hard work, positive attitude, and willingness to go above and beyond have made a lasting impact on the Police Department and the City of Exeter. Thank you for your exceptional service and teamwork. Congratulations on being selected as Employee of the Quarter! Awarded this 13<sup>th</sup> day of January, 2026 in recognition of his exceptional contributions.



\_\_\_\_\_  
MAYOR JOHNSON

\_\_\_\_\_  
MAYOR PRO TEM WILSON

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COUNCIL MEMBER RIDDLE

\_\_\_\_\_  
COUNCIL MEMBER LENTZ

\_\_\_\_\_  
COUNCIL MEMBER ALVES



**EXETER CITY COUNCIL  
REGULAR MEETING AGENDA  
ACTION MINUTES**

**December 9, 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

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Notice is hereby given that the Exeter City Council will hold a Regular Meeting on Tuesday, December 9, 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**

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

**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. GC 54956.9(d)(4) Conference with Legal Counsel  
Re: Anticipated Litigation – Initiation of Litigation: One (1) Case
2. GC 54956.9(d)(2) – Conference with Legal Counsel  
Re: Significant Exposure to Litigation: One (1) Case: Notice dated November 14, 2025 from California Water Boards
3. Conference with Legal Counsel  
Re: Significant Exposure to Litigation – Four (4) Cases: Facts Not Known to Potential Plaintiff
4. 54956.9(d)(1) Conference with Legal Counsel  
Re: Existing Litigation – Three (3) Cases:

Hall v. City of Exeter, et al., Tulare County Superior Court No. VCU327897

City of Exeter v. Sandra Kay Bumgarner, et al., Tulare County Superior Court No. VCU323368

City of Exeter v. Lillian Elieen Dignan, et al., Tulare County Superior Court No. VCU315971

**7:00 p.m.**

**D. CALL TO ORDER REGULAR SESSION**

Mayor called the regular session to order at 7:02 p.m. City Attorney noted that there was no reportable action out of closed session.

**E. INVOCATION**

Presented by Pastor Garcia.

**F. PLEDGE OF ALLEGIANCE**

Led by Council Member Alves.

**G. PUBLIC COMMENTS**

No public comments were presented.

**H. SPECIAL PRESENTATIONS**

1. Certificate of Appreciation for Exeter Garden Club & Radiant Church (pp. 6 – 7)  
*Presented by Mayor Johnson*

**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 October 28, 2025, Regular Meeting Minutes (pp. 8 – 11)
2. Approval of November 19, 2025, Regular Meeting Minutes (pp. 12 – 13)
3. Approval of the Payment of Bills for October 17, 2025, October 22, 2025, October 31, 2025, November 14, 2025, and November 28, 2025 (pp. 14 – 38)
4. Approval of Payroll for the Periods of September 22, 2025, to October 5, 2025, October 6, 2025, to October 19, 2025, October 20, 2025, to November 2, 2025, and for November 3, 2025, to November 16, 2025 (pp. 39 – 64)
5. Adoption of **Resolution 2025-43**, A Resolution of the City Council of the City of Exeter, Approving the Revised Salary Schedule Reflecting the State of California Mandated Minimum Wage and Salary Increase Effective January 1, 2026 (pp. 65 – 82)

6. Approval of a Request from the Exeter Chamber of Commerce Christmas Open House Committee for a City Proclamation Designating the Second Thursday of Each December as “Exeter Ugly Sweater Day” (pp. 83 – 86)
7. Authorize Staff to Release a Request for Bid (RFB) for Routine Annual Street Maintenance for Winter 2025/2026 and for Summer 2026 Projects, as Budgeted (pp. 87 – 263)
8. Authorize the Purchase and Installation of Two (2) Siemens Flow Meters Required for State Regulatory Compliance at the Wastewater Treatment Plant for a Total of \$38,008.30 (pp. 264 – 273)
9. Authorize Staff to Repair the Clarifier Gearbox at the Wastewater Treatment Plant to Restore Operational Reliability and Regulatory Compliance, at a Total Project Cost of \$29,704.29 (pp. 274 – 281)
10. Award of Contract for Citywide Classification & Compensation Survey (RFP No. 2025-01) to Synergized HR Solutions in a Not to Exceed Amount of \$25,000 (pp. 282 – 318)
11. Authorize Staff to Execute a Contract Agreement with Swift Lawns of Exeter to Perform Park Irrigation System Repairs in Accordance with the Completed Parks Irrigation Audit for a Project Cost of \$38,357.00 (pp. 319 – 509)

It was noted for the record that Council Member Lentz abstained from voting on item I.11. due to a conflict.

Approval of Consent Calendar Items I.1 – I.10.							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
ALVES	WILSON	(5-0)	AYE	AYE	AYE	AYE	AYE

Approval of Consent Calendar Item I.11							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
ALVES	WILSON	(4-0)	AYE	AYE	AYE	AYE	ABSTAIN

## 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: **Ordinance No. 718**, Approving Zone Change No. 2025-01, to change to existing zone from “CS” (Service Commercial) Zone District to “CC” (Central Commercial) Zone District to allow the operation of a restaurant located at 258 W. Pine Street, Exeter, CA (APN: 135-101-013) (pp. 510 – 519)  
*Presented by Jason Ridenour, City Administrator*

City Administrator provided a presentation to the council and public.

Mayor opened the public hearing at 7:23 p.m. and receiving no public comment, closed the public hearing at 7:24 p.m.

<b>Approval of Second Reading: Ordinance No. 718, Approving Zone Change No. 2025-01, to change to existing zone from “CS” (Service Commercial) Zone District to “CC” (Central Commercial) Zone District to allow the operation of a restaurant located at 258 W. Pine Street, Exeter, CA (APN: 135-101-013), by title only.</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
ALVES	JOHNSON	(5-0)	AYE	AYE	AYE	AYE	AYE

- Public Hearing to Consider First Reading of **Ordinance No. 717**, An Ordinance of the City of Exeter Repealing and Replacing Title 6 Animals, Chapters 6.04 through 6.16, and Adding Chapters 6.20, 6.22, 6.24 and 6.28 to the City of Exeter Code of Ordinances, Regarding Comprehensive Updates to the City’s Animal Control Regulations (pp. 520 – 579)  
*Presented by Julia Lew, City Attorney*

City Attorney provided a presentation to the council and public.

Mayor opened the public hearing at 7:25 p.m. and receiving no public comment, closed the public hearing at 7:26 p.m.

<b>Approval of First Reading of Ordinance No. 717, An Ordinance of the City of Exeter Repealing and Replacing Title 6 Animals, Chapters 6.04 through 6.16, and Adding Chapters 6.20, 6.22, 6.24 and 6.28 to the City of Exeter Code of Ordinances, Regarding Comprehensive Updates to the City’s Animal Control Regulations, by title only.</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
JOHNSON	ALVES	(5-0)	AYE	AYE	AYE	AYE	AYE

- Public Hearing to Receive the City’s Annual Public Accounting of Development Impact Fees for Fiscal Year 2024-2025 Pursuant to Government Code Section 66006 (pp. 580 – 583)  
*Presented by Eekhong Franco, Finance Director*

Finance Director provided a presentation to the council and public.

Mayor opened the public hearing at 7:30 p.m. and receiving no public comment, closed the public hearing at 7:30 p.m.

No action taken on this item as it was for informational purposes only.

- Consider Approval of Exeter Kiwanis Beautification Project Request – City Park Wading Pool Improvement (pp. 584 – 588)

*Presented by Jason Ridenour*

City Administrator provided a presentation to the council and public.

<b>Approval of Exeter Kiwanis Beautification Project Request – City Park Wading Pool Improvement</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	ALVES	(5-0)	AYE	AYE	AYE	AYE	AYE

5. Consider Adoption of **Resolution No. 2025-44**, A Resolution of the City Council of the City of Exeter, Establishing a Policy on the Exhibition of Federal, State, and City Flags and Banners from City Buildings and Facilities (pp. 589 – 600)

*Presented by Julia Lew, City Attorney*

City Attorney provided a presentation to the council and public.

<b>Adoption of Resolution No. 2025-44, A Resolution of the City Council of the City of Exeter, Establishing a Policy on the Exhibition of Federal, State, and City Flags and Banners from City Buildings and Facilities</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	RIDDLE	(5-0)	AYE	AYE	AYE	AYE	AYE

6. Consider Adoption of **Resolution No. 2025-45**, A Resolution of the City Council of the City of Exeter Authorizing the City Administrator to Execute a State Water Resources Control Board Water Planning Loan (Principal Forgiveness) Funding Agreement (Agreement No. D2402037) in the Amount of \$1,560,000 for the Drinking Water System Improvement Project, and Authorizing Related Actions (pp. 601 – 651)

*Presented by Jason Ridenour, City Administrator*

City Administrator provided a presentation to the council and public.

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

<b>Adoption of Resolution No. 2025-45, A Resolution of the City Council of the City of Exeter Authorizing the City Administrator to Execute a State Water Resources Control Board Water Planning Loan (Principal Forgiveness) Funding Agreement (Agreement No. D2402037) in the Amount of \$1,560,000 for the Drinking Water System Improvement Project, and Authorizing Related Actions.</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
JOHNSON	WILSON	(5-0)	AYE	AYE	AYE	AYE	AYE

## **K. CITY COUNCIL ITEMS OF INTEREST**

Council Member Alves reported that the Christmas Parade was a great success and expressed appreciation to City staff for their hard work. He noted that additional downtown business open houses are scheduled throughout the Christmas season and shared that the first open house was well attended.

Mayor Pro Tem Wilson shared that he has been busy with the Christmas Parade, downtown open houses, and a podcast. He announced that he has been selected to serve on the League of California Cities Safety Committee and also reported attending the Tooleville meeting on Tuesday.

Council Member Riddle stated that Lincoln School students created Christmas ornaments for the City and expressed her appreciation to Nancy Becker and Sheri Wilson for their ongoing contributions to the community.

Council Member Lentz commented that the City's Christmas luncheon was enjoyable and thanked Council Member Frankie's mother for assisting with food at the lunch. He also noted that the Christmas Parade was excellent.

Mayor Johnson shared that he also enjoyed the City's Christmas luncheon. He reminded everyone that Thursday is the official Ugly Sweater Day and extended warm Christmas wishes to the community.

## **L. CITY ADMINISTRATOR/DEPARTMENT COMMENTS**

City Administrator, Public Works Director, Chief of Police, Finance Director, City Attorney and City Clerk/Human Resources Manager provided comments/reports.

## **M. REGULAR MEETING ADJOURNMENT**

Mayor adjourned the meeting at 8:11 p.m.

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Francesca Quintana, City Clerk



## Agenda Item Staff Report

**Agenda Item Number:**

**I.2.**

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Approval of the Payment of Bills for December 8, 2025, December 12, 2025, and December 26, 2025.

**Submitting Department:**

Finance

**Contact Name:**

Eekhong Franco, Finance Director

**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 following amounts

- \$100.00 dated December 8, 2025
- \$173,077.15 dated December 12, 2025
- \$205,727.30 dated December 26, 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: \$378,904.45 (December 8 – 26, 2025)
- 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 December 8, 2025
- Payments for Publication Report dated December 12, 2025.
- Payments for Publication Report dated December 26, 2025

**Recommended motion to be made by the City Council:**

I move to approve the payment of bills in the amount of \$378,904.45 for the period of December 8 – December 26, 2025.

Report Selection:

Run Group... 120825      Comment... CHECK RUN 12/08/2025

Approval Date for Report..... 12 08 2025

Payments Through Date..... 12 08 2025

Cutoff Amount to be Used..... 0000000

RUN GROUP... 120825      COMMENT... CHECK RUN 12/08/2025

DATA-JE-ID      DATA COMMENT  
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D-12082025-405 CHECK RUN 12/08/2025

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 12/08/2025 for Payments Through 12/08/2025

Vendor Name	Description	Amount
STATE WATER RESOURCES CONTROL	MILLAN-WTR DISTR GRD 3	100.00
**	Final Totals...	100.00

TOTAL NUMBER OF RECORDS PRINTED 1

Payments for Publication

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
105	WATER FUND	100.00
TOTAL	ALL FUNDS	100.00

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	100.00
TOTAL	ALL BANKS	100.00

Report Selection:

Run Group... 121225      Comment... CHECK RUN 12/12/2025

Approval Date for Report..... 12 12 2025

Payments Through Date..... 12 12 2025

Cutoff Amount to be Used..... 0000000

RUN GROUP... 121225      COMMENT... CHECK RUN 12/12/2025

DATA-JE-ID      DATA COMMENT  
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D-12122025-399 CHECK RUN 12/12/2025

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 12/12/2025 for Payments Through 12/12/2025

Vendor Name	Description	Amount
A.R.E AUTO PARTS INC.	FLEET BRAKE ROTOR-E13	1,532.15
AFLAC	NOV 2025 AFLAC	3,541.34
ARIAS/ CHRISTINA	NOV MILEAGE REIM-LCW	84.28
BASIC	NOV 2025 COBRA FEE	70.02
CARDOZA/ PAUL	NOV PARK PLACE 2 LAWN MA	5,618.29
CITY OF EXETER	10/18-11/18/25 WLDROSE 2	1,093.27
CITY OF VISALIA	DEC 2025 ANIMAL SERVICES	18,563.03
CONSENSUS CLOUD SOLUTIONS	EFAX DEC MAINTENANCE FEE	178.55
CONTINENTAL BATTERY COMPANY	CB12350-NB BATTERY/COR	215.22
COZADAMS CLEANING LLC	CLEANING SERVICES-PD/ADM	420.00
CULLIGAN	OCT FD WTR SERVICE	337.35
DATA TICKET, INC	OCT CITATION PROCESSING	55.50
DEPT OF JUSTICE	OCT FINGERPRINTS-PD	181.00
ELITE CORPORATE MEDICAL SERV	MEDICAL CLINIC FEE-53	1,404.50
EMPLOYER DRIVEN SOLUTIONS	NOV 2025 CLAIMS	8,528.64
EMPLOYMENT DEVELOPMENT DEPT	JUL-SEPT 2025 UI BENEFIT	1,605.00
EXETER MERCANTILE CO.	PINTLE BALL AND HOOK	524.50
EXETER MOTORS, INC.	BLADE ASY-WI	364.96
EXETER PLUMBING CO.	BACKFLOW TEST-36 EXAMS	1,980.00
FERGUSON US HOLDINGS, INC	T10 MTR ECDR BRZ CF	6,240.03
FRESNO OXYGEN	STD LRG FOWS CYL	175.29
GOVERNMENT REVENUE SOLUTIONS	NOV 2025 APP HOSTING	3,564.77
HERR PEDERSEN & BERGLUND, LLP	OCT 25 PERSONNEL MATTER	360.00
HIGH SIERRA LUMBER CO.	80LB CONCRETE MIX	395.30
INTERNATIONAL CYBERNETICS CO	STREET PAYMENT ANALYSIS	1,093.75
INTERSTATE BATTERIES	C65-XHD	171.07
JACK GRIGGS INC	NOV 2025 GAS	8,683.58
LEAF CAPITAL FUNDING LLC	ADMIN-DEC 2025 KYOCERA	477.21
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	157.50
MCCORMICK KABOT JENNER & LEW	SEP CC MEETING	16,367.00
MID VALLEY DISPOSAL, LLC	MULCH/COMPOST-ANNU PROC	16,563.18
MINERAL KING PUBLISHING INC	11/19 PN-1412-47 ANNU DI	227.70
MOORE TWINING ASSOCIATES, INC	TOTAL NITROGEN	2,165.00
PACE SUPPLY CORP.	COMBO AIR VALVE 145C	2,019.07
PENA'S DISPOSAL INC	PD NOV 2025 SHRED	299.12
PROFORCE	SBA SX02 II PANEL SET	690.90
SIERRA SANITATION, INC	12/5-12/11/25 XMAS PARAD	2,537.41
SIMMONS TIRE SERVICE	E26-255/60R18 EAGLE ENFO	235.86
SOUTHERN CALIFORNIA EDISON	7269-11/1/25-11/30/25	9,706.99
SOUTHERN CALIFORNIA GAS CO.	0891-10/27/25-11/26/25	752.78
STANDARD INSURANCE CO.	DEC 2025 LIFE INSURANCE	2,516.28
STAPLES, INC.	PRINTER PAPER	93.64
STATE WATER RESOURCES CONTROL	7/1/25-6/30/25 1907 W ME	43,070.00
T-MOBILE	PD 10/21-11/20/25 HOTSP0	1,836.09
TELSTAR INSTRUMENTS	TRBLSHT HIGH LEVEL ALARM	766.00
TRANSUNION RISK & ALTERNATIVE	NOV 2025 PERSON SEARCH	100.00
UNIFIRST CORPORATION	11/25/25 UNIFORM CLEANIN	732.33
UNIVAR SOLUTIONS USA INC	NOV SOD HYPO WELL 9	806.93

Approved on 12/12/2025 for Payments Through 12/12/2025

Vendor Name	Description	Amount
USA BLUEBOOK	KOPIT TEFLON AND CERAMIC	843.78
VAST NETWORKS	DEC 25 FD INTERNET	2,500.00
VERIZON WIRELESS	PD-10/29/25-11/28/25	630.99

\*\* Final Totals... 173,077.15

TOTAL NUMBER OF RECORDS PRINTED 277

Payments for Publication

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	40,127.56
105	WATER FUND	16,408.75
106	SANITATION FUND	16,769.68
107	SEWER FUND	49,782.74
109	GAS TAX FUND	9,671.25
113	TRANSPORTATION FUND	1,093.75
121	INSURANCE FUND	14,124.44
140	LANDSCAPE AND LIGHTING DISTR	6,535.95
141	MEASURE P	18,563.03
TOTAL ALL FUNDS		173,077.15

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	173,077.15
TOTAL ALL BANKS		173,077.15

Report Selection:

Run Group... 122625      Comment... 122625 CHECK RUN

Approval Date for Report..... 12 26 2025

Payments Through Date..... 12 26 2025

Cutoff Amount to be Used..... 0000000

RUN GROUP... 122625      COMMENT... 122625 CHECK RUN

DATA-JE-ID      DATA COMMENT  
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D-12262025-459 CHECK RUN 12/26/2025

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 12/26/2025 for Payments Through 12/26/2025

Vendor Name	Description	Amount
ABLE INDUSTRIES, INC	11/25 MAINT VISALIA RD	720.00
ACLARA TECHNOLOGIES LLC	ANNUAL HOST 11/25-10/26	20,230.00
BUZZ KILL PEST CONTROL	NOV 1907 W MEYER PEST CO	244.00
CALIFORNIA BUSINESS MACHINES	ADMIN-TONER	31.00
CARDOZA/ PAUL	JUL,AUG,SEP PP2 SRV CHAN	1,870.38
COMMUNITY SERVICE & EMPLOYMENT	10/16-11/14/25 PRK MAINT	16,152.87
CONSOLIDATED ELECTRICAL DISTRI	12/2 MC SOLID W/GRN GRD	707.77
CREATIVE FORMS & CONCEPTS INC	W2/1099 FORMS/ENVELOPES	247.96
EMPLOYER DRIVEN SOLUTIONS	JAN 2026 CLAIMS	13,209.97
EXETER IRRIGATION & SUPPLY	GALV. UNION 1"	172.61
FERGUSON US HOLDINGS, INC	BONNET OL, MAIN VLV REPA	10,810.07
FP MAILING SOLUTIONS	12/15/25-3/14/26 POSTBAS	114.02
FRONTIER CALIFORNIA INC.	5139-12/14/25-1/13/26	767.91
FUSION CONNECT, INC	0966- 12/18/25-1/17/26	631.24
GREEN BOX RENTALS INC	11/15/25-12/14/25 STRG	228.38
HERR PEDERSEN & BERGLUND, LLP	NOV PERSONNEL MATTERS	60.00
HIGH SIERRA LUMBER CO.	15/32X4X8 OSB	850.98
KRC SAFETY CO INC.	PARK SAFETY SIGNS	4,150.13
LAWRENCE TRACTOR CO	BELT TENSIONER	605.14
MINERAL KING PUBLISHING INC	12/3 REZONE 258 PINE	277.20
OASIS SECURITY SYSTEMS	YR 2026 SECURITY SYSTEMS	420.00
PACE SUPPLY CORP.	FIRE HYDRANT REPLACEMENT	5,263.49
PRINCIPAL LIFE INSURANCE CO.	JAN PREMIUM-32	4,570.08
PROVOST & PRITCHARD	NOV 2025 TOOLEVILLE INTE	785.43
QUAD KNOFF ENGINEERING	250008 25 GEN ENG SERVIC	9,546.89
RAMOS/ YOSENIA	REIMB-FIRE ENG 1ST CLASS	9.70
REXEL USA, INC	TOUCH UP PAINT-DT LIGHTS	70.53
RIDDLE/ VICKI	10/8-10/10/25-CONF MILEA	281.40
SIMMONS TIRE SERVICE	ENG 11-225/70R GOODYEAR	1,973.13
SOUTHERN CALIFORNIA EDISON	9143-11/7/25-12/9/25	31,987.31
STATE WATER RESOURCES CONTROL	7/1/25-6/30/26 ANN WTR S	26,532.76
TELSTAR INSTRUMENTS	PANEL SC1000 TRBLSHT-RH	754.00
TOLBERT/ GAVIN	TREE TRIMMING-GLEN VIEW	17,520.00
TPG PROPERTIES INC	PARKS IRRIGATION REPAIRS	16,000.00
TULARE CO ASSOC OF GOVERNMENTS	25/26 MEMBER DUES 2ND	2,155.23
UNITED RENTALS	LIGHT TOWER LED-XMAS PAR	1,278.18
UNIVAR SOLUTIONS USA INC	DEC SOD HYPO WELL 9	791.70
USA BLUEBOOK	GARD PROTECTIVE CAP ORAN	81.77
VOLLMER EXCAVATION, L.P.	TEN WHEELER COLD MIX	1,349.57
WARREN & BAERG MANUFACTURING	EMERG CLARIFIER REPAIR	12,274.50

Final Totals... 205,727.30

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TOTAL NUMBER OF RECORDS PRINTED 160

Payments for Publication

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	40,858.62
105	WATER FUND	80,670.05
106	SANITATION FUND	332.54
107	SEWER FUND	27,130.55
109	GAS TAX FUND	107.68
113	TRANSPORTATION FUND	411.40
121	INSURANCE FUND	17,780.05
131	MEASURE R	1,131.40
136	ROAD MAINTENANCE REHAB	205.70
140	LANDSCAPE AND LIGHTING DISTR	19,821.13
141	MEASURE P	17,278.18
TOTAL	ALL FUNDS	205,727.30

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	205,727.30
TOTAL	ALL BANKS	205,727.30



## Agenda Item Staff Report

**Agenda Item Number:**

**I.3.**

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Approval of Payroll for the Periods of November 17, 2025, to November 30, 2025; December 1, 2025, to December 14, 2025, and December 15, 2025, to December 28, 2025.

**Submitting Department:**

Finance

**Contact Name:**

Eekhong Franco, Finance Director

**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 approve payroll for the Periods of November 17, 2025, to November 30, 2025; December 1, 2025, to December 14, 2025, and December 15, 2025, to December 28, 2025, in the following amounts.

- \$96,981.26 for November 17, 2025, to November 30, 2025, period with a check date of December 5, 2025.
- \$91,207.12 for December 1, 2025, to December 14, 2025, period with a check date of December 19, 2025.
- \$89,809.15 for December 15, 2025, to December 28, 2025, period with a check date of January 2, 2026.

**Summary:**

This item requests City Council approval of payroll expenditures incurred during the pay periods of November 17, 2025, to November 30, 2025; December 1, 2025, to December 14, 2025, and December 15, 2025, to December 28, 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: \$277,997.53 (for November 17 – December 28, 2025, payroll periods)
- 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 November 17, 2025, to November 30, 2025
- Payroll Register for the period December 1, 2025, to December 14, 2025
- Payroll Register for the period December 15, 2025, to December 28, 2025

**Recommended motion to be made by the City Council:**

I move to approve payroll for the periods of November 17, 2025, to November 30, 2025; December 1, 2025, to December 14, 2025, and December 15, 2025, to December 28, 2025.

PERIOD 1 DATING 11/17/2025-11/30/2025 CHECK DATE 12/05/2025  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1771	63.69	CA STATE DISBURSEMENT UN	2	1 VENDOR CHECK
1772	221.17	COURT-ORDERED DEBT COLLE	14	1 VENDOR CHECK
1773	349.56	FRANCHISE TAX BOARD	7D	1 VENDOR CHECK
1774	232.73	PATTISON/LESLIE ALDENE	781	1
1775	701.72	CREECH/JACE W	777	1

TOTALS FOR CHECK FORM: CHEK		COUNTS
NEGOTIABLE CHECKS		
934.45	*EMPLOYEE CHECKS	2
634.42	*VENDOR CHECKS	3
0.00	*BANK CHECKS	0
1,568.87	**TOTAL NEGOTIABLE CHECKS	5
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
1,568.87	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS		
0.00	*DIRECT DEPOSIT STUBS	0
0.00	*VENDOR DIR DEP STUBS	0

PERIOD 1 DATING 11/17/2025-11/30/2025 CHECK DATE 12/05/2025  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
54335	175.50	CLOCEA	4	1 VENDOR STUB ONLY
54336	364.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
54337	201.53	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
54338	2,228.50	ARIAS/CHRISTINA	730	1 STUB ONLY
54339	2,689.53	QUINTANA FRANCESCA N	742	1 STUB ONLY
54340	4,722.16	RIDENOUR/JASON CHARLES	763	1 STUB ONLY
54341	1,483.03	CARTER/AMY JO	502	1 STUB ONLY
54342	3,453.98	FRANCO/EEKHONG	304	1 STUB ONLY
54343	1,533.41	HERNANDEZ/XOCHITL	306	1 STUB ONLY
54344	196.05	MILLER/CATHEY RENE	734	1 STUB ONLY
54345	1,488.18	RAMOS LEON/YOSENIA	776	1 STUB ONLY
54346	1,706.76	TOBIAS/ANTHONY JORDAN	746	1 STUB ONLY
54347	396.18	VEGA/ASHLEY MAKAYLA	753	1 STUB ONLY
54348	2,318.64	BROWN/ANDREW EUGENE	762	1 STUB ONLY
54349	3,291.57	BRYANT/EZRA JOSEPH	752	1 STUB ONLY
54350	1,705.32	CARRETERO/VANESSA	402	1 STUB ONLY
54351	3,080.71	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
54352	2,433.71	GREEN GROVE/BRAYDEN TAY	767	1 STUB ONLY
54353	3,349.86	HEINKS/RYAN DAVID	765	1 STUB ONLY
54354	2,084.33	HERNANDEZ/ANDY	780	1 STUB ONLY
54355	1,316.67	HILL/HANNAH GRACE	747	1 STUB ONLY
54356	1,997.95	LINARES/FRANCISCO JR	772	1 STUB ONLY
54357	2,001.68	MAGANA MARTINEZ JOEL	773	1 STUB ONLY
54358	3,544.65	MOORE/ROBERT HARRY	764	1 STUB ONLY
54359	2,052.42	MORALES/SKYLEENA ROSE	779	1 STUB ONLY
54360	2,685.86	PRIDEAUX/TRACI	448	1 STUB ONLY
54361	2,985.72	ROBLES JR/EVERARDO	744	1 STUB ONLY
54362	4,344.74	SCHIMPF/ROBERT BRIAN	766	1 STUB ONLY
54363	2,488.33	SHIELDS/ZION	708	1 STUB ONLY
54364	2,696.48	VILLARREAL/ISIDRO	707	1 STUB ONLY
54365	1,045.44	YARBER/ISABEL	422	1 STUB ONLY
54366	2,503.42	YARBER/ISABEL	422	2 STUB ONLY
54367	1,854.45	ALDRIDGE/GARY	618	1 STUB ONLY
54368	3,537.41	BOUDREAUX/ZACHARY MICHA	756	1 STUB ONLY
54369	2,166.17	ESPINOLA/DANIEL M	602	1 STUB ONLY
54370	94.55	GOLDSTROM/NORMAN	629	1 STUB ONLY
54371	1,840.08	HUGGINS/KYLE AARON	621	1 STUB ONLY
54372	1,913.65	RIVERA/RYAN	733	1 STUB ONLY
54373	494.55	WENDT/EDDIE	626	1 STUB ONLY
54374	1,602.05	GARVER/ELIJAH	712	1 STUB ONLY
54375	1,804.50	ARROYO/MARIE	623	1 STUB ONLY
54376	2,020.52	MILLAN/MARCUS	622	1 STUB ONLY
54377	1,528.31	QUIROZ/PATRICK P	512	1 STUB ONLY
54378	1,623.70	RAMIREZ/GABRIEL GRACILI	761	1 STUB ONLY
54379	1,600.18	RAMIREZ/JUAN	608	1 STUB ONLY
54380	701.72	RANGEL/JOSE A	775	1 STUB ONLY
54381	3,342.00	HIFNER/CHRISTOPHER	736	1 STUB ONLY
54382	722.24	O'SHAUGHNESSY/BRIDGET E	751	1 STUB ONLY

PERIOD 1 DATING 11/17/2025-11/30/2025 CHECK DATE 12/05/2025  
DIRECT DEPOSIT IS TURNED ON

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

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

OTHER CHECKS

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

NON-NEGOTIABLE CHECKS

94,671.36	*DIRECT DEPOSIT STUBS		45
741.03	*VENDOR DIR DEP STUBS		3

PERIOD 1 DATING 11/17/2025-11/30/2025 CHECK DATE 12/05/2025

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	81,560.92	61,614.74	61,382.01
1	105	9,980.65	15,275.47	14,924.60
1	106	.00	1,033.23	1,033.23
1	107	.00	11,427.54	11,076.69
1	121	.00	2,190.59	2,190.59
1	141	4,064.24	4,064.24	4,064.24

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 11/17/2025-11/30/2025 CHECK DATE 12/05/2025

EMR CODE	FUND CODE	DEPT CODE		HOME TOTALS	FULL EMPLOYEE	PART EMPLOYEE	TEMP COUNTS	FEMALE
1	104	402	ADMINISTRATION	9,640.19	3			2
1	104	403	FINANCE	10,257.59	5	1	1	6
1	104	421	POLICE	47,927.50	18			5
1	104	431	STREET	11,900.86	5	2		
1	104	471	RECREATION	1,834.78	1	1		1
1	105	461	WATER	9,980.65	5	2		1
1	141	421	POLICE	3,342.00	1			
1	141	471	RECREATION LEADER	722.24	1			1
TOTAL				95,605.81	39	6	1	16

PERIOD 1 DATING 11/17/2025-11/30/2025 CHECK DATE 12/05/2025

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

NEGOTIABLE CHECKS	COUNTS
934.45 *EMPLOYEE CHECKS	2
634.42 *VENDOR CHECKS	3
0.00 *BANK CHECKS	0
1,568.87 ***TOTAL NEGOTIABLE CHECKS	5

OTHER CHECKS

0.00 *MANUAL CHECKS	0
0.00 *CANCELLED CHECKS	0

1,568.87 \*\*\*GRAND TOTAL

NON-NEGOTIABLE CHECKS

94,671.36 *DIRECT DEPOSIT STUBS	45
741.03 *VENDOR DIR DEP STUBS	3

95,412.39 \*\*TOTAL NON-NEGOTIABLE CHECKS 48

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

934.45 *EMPLOYEE CHECKS	2
634.42 *VENDOR CHECKS	3
0.00 *BANK CHECKS	0
94,671.36 *DIRECT DEPOSIT STUBS	45
741.03 *VENDOR DIR DEP STUBS	3

96,981.26 \*\*\*TOTAL NEGOTIABLE & NON-NEGOT 53

0.00 \*OTHER CHECKS 0

96,981.26 \*\*\*TOTAL NEG, NON-NEG, OTHER CHECKS

TOTAL SEQ 1 FEMALES 16

PERIOD 2 DATING 12/01/2025-12/14/2025 CHECK DATE 12/19/2025  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1776	63.69	CA STATE DISBURSEMENT UN	2	1 VENDOR CHECK
1777	349.56	FRANCHISE TAX BOARD	7D	1 VENDOR CHECK
1778	76.18	COLEMAN/DEWAYNE	728	1
1779	390.64	PATTISON/LESLIE ALDENE	781	1
1780	76.18	SHIPMAN/LEVI J	778	1
1781	701.72	CREECH/JACE W	777	1

TOTALS FOR CHECK FORM: CHEK		COUNTS
NEGOTIABLE CHECKS		
1,244.72	*EMPLOYEE CHECKS	4
413.25	*VENDOR CHECKS	2
0.00	*BANK CHECKS	0
1,657.97	**TOTAL NEGOTIABLE CHECKS	6
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
1,657.97	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS		
0.00	*DIRECT DEPOSIT STUBS	0
0.00	*VENDOR DIR DEP STUBS	0

PERIOD 2 DATING 12/01/2025-12/14/2025 CHECK DATE 12/19/2025  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
54383	175.50	CLOCEA	4	1 VENDOR STUB ONLY
54384	364.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
54385	236.31	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
54386	2,233.75	ARIAS/CHRISTINA	730	1 STUB ONLY
54387	2,689.53	QUINTANA FRANCESCA N	742	1 STUB ONLY
54388	4,722.16	RIDENOUR/JASON CHARLES	763	1 STUB ONLY
54389	1,471.12	CARTER/AMY JO	502	1 STUB ONLY
54390	3,461.83	FRANCO/EEKHONG	304	1 STUB ONLY
54391	18.93	HERNANDEZ/XOCHITL	306	1 STUB ONLY
54392	1,559.98	MILLER/CATHEY RENE	734	1 STUB ONLY
54393	1,488.18	RAMOS LEON/YOSENIA	776	1 STUB ONLY
54394	1,667.28	TOBIAS/ANTHONY JORDAN	746	1 STUB ONLY
54395	540.94	VEGA/ASHLEY MAKAYLA	753	1 STUB ONLY
54396	2,235.41	BROWN/ANDREW EUGENE	762	1 STUB ONLY
54397	2,322.03	BRYANT/EZRA JOSEPH	752	1 STUB ONLY
54398	1,705.32	CARRETERO/VANESSA	402	1 STUB ONLY
54399	2,924.12	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
54400	2,409.25	GREEN GROVE/BRAYDEN TAY	767	1 STUB ONLY
54401	3,349.86	HEINKS/RYAN DAVID	765	1 STUB ONLY
54402	1,728.79	HERNANDEZ/ANDY	780	1 STUB ONLY
54403	1,316.67	HILL/HANNAH GRACE	747	1 STUB ONLY
54404	1,723.78	LINARES/FRANCISCO JR	772	1 STUB ONLY
54405	1,870.08	MAGANA MARTINEZ JOEL	773	1 STUB ONLY
54406	3,544.65	MOORE/ROBERT HARRY	764	1 STUB ONLY
54407	1,899.96	MORALES/SKYLEENA ROSE	779	1 STUB ONLY
54408	2,239.45	PRIDEAUX/TRACI	448	1 STUB ONLY
54409	2,683.23	ROBLES JR/EVERARDO	744	1 STUB ONLY
54410	4,344.74	SCHIMPF/ROBERT BRIAN	766	1 STUB ONLY
54411	2,230.63	SHIELDS/ZION	708	1 STUB ONLY
54412	2,412.08	VILLARREAL/ISIDRO	707	1 STUB ONLY
54413	244.51	YARBER/ISABEL	422	1 STUB ONLY
54414	1,675.15	ALDRIDGE/GARY	618	1 STUB ONLY
54415	3,173.35	BOUDREAUX/ZACHARY MICHA	756	1 STUB ONLY
54416	2,166.17	ESPINOLA/DANIEL M	602	1 STUB ONLY
54417	229.70	GOLDSTROM/NORMAN	629	1 STUB ONLY
54418	1,840.08	HUGGINS/KYLE AARON	621	1 STUB ONLY
54419	1,627.37	RIVERA/RYAN	733	1 STUB ONLY
54420	1,030.31	WENDT/EDDIE	626	1 STUB ONLY
54421	76.18	ALANIZ/WYATT BLAIN	757	1 STUB ONLY
54422	76.18	ARIAS/KAYLA OLIVIA	774	1 STUB ONLY
54423	1,602.05	GARVER/ELIJAH	712	1 STUB ONLY
54424	38.09	RUBIO/IVAN	750	1 STUB ONLY
54425	1,804.50	ARROYO/MARIE	623	1 STUB ONLY
54426	2,548.64	MILLAN/MARCUS	622	1 STUB ONLY
54427	1,533.56	QUIROZ/PATRICK P	512	1 STUB ONLY
54428	2,010.73	RAMIREZ/GABRIEL GRACILI	761	1 STUB ONLY
54429	2,047.67	RAMIREZ/JUAN	608	1 STUB ONLY
54430	701.72	RANGEL/JOSE A	775	1 STUB ONLY

PERIOD 2 DATING 12/01/2025-12/14/2025 CHECK DATE 12/19/2025  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
54431	2,826.14	HIFNER/CHRISTOPHER	736	1 STUB ONLY
54432	727.49	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			
	88,773.34	*DIRECT DEPOSIT STUBS	47
	775.81	*VENDOR DIR DEP STUBS	3

PERIOD 2 DATING 12/01/2025-12/14/2025 CHECK DATE 12/19/2025

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	75,115.89	56,946.76	56,403.76
1	105	11,348.54	15,130.77	14,779.90
1	106	.00	921.16	921.16
1	107	.00	11,347.77	10,996.92
1	121	.00	2,117.97	2,117.97
1	141	3,553.63	3,553.63	3,553.63

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 12/01/2025-12/14/2025 CHECK DATE 12/19/2025

EMR CODE	FUND CODE	DEPT CODE	HOME TOTALS	FULL EMPLOYEE	PART EMPLOYEE	TEMP COUNTS	FEMALE
1	104	402 ADMINISTRATION	9,645.44	3			2
1	104	403 FINANCE	10,208.26	5	1	1	6
1	104	421 POLICE	41,184.56	18			5
1	104	431 STREET	11,742.13	5	2		
1	104	471 RECREATION	2,335.50	1	6		2
1	105	461 WATER	11,348.54	5	2		1
1	141	421 POLICE	2,826.14	1			
1	141	471 RECREATION LEADER	727.49	1			1
TOTAL			90,018.06	39	11	1	17

PERIOD 2 DATING 12/01/2025-12/14/2025 CHECK DATE 12/19/2025

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

NEGOTIABLE CHECKS	COUNTS
1,244.72 *EMPLOYEE CHECKS	4
413.25 *VENDOR CHECKS	2
0.00 *BANK CHECKS	0
1,657.97 ***TOTAL NEGOTIABLE CHECKS	6

OTHER CHECKS

0.00 *MANUAL CHECKS	0
0.00 *CANCELLED CHECKS	0

1,657.97 \*\*\*GRAND TOTAL

NON-NEGOTIABLE CHECKS

88,773.34 *DIRECT DEPOSIT STUBS	47
775.81 *VENDOR DIR DEP STUBS	3

89,549.15 \*\*TOTAL NON-NEGOTIABLE CHECKS 50

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

1,244.72 *EMPLOYEE CHECKS	4
413.25 *VENDOR CHECKS	2
0.00 *BANK CHECKS	0
88,773.34 *DIRECT DEPOSIT STUBS	47
775.81 *VENDOR DIR DEP STUBS	3

91,207.12 \*\*\*TOTAL NEGOTIABLE & NON-NEGOT 56

0.00 \*OTHER CHECKS 0

91,207.12 \*\*\*TOTAL NEG, NON-NEG, OTHER CHECKS

TOTAL SEQ 1 FEMALES 17

PERIOD 1 DATING 12/15/2025-12/28/2025 CHECK DATE 1/02/2026  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1782	63.69	CA STATE DISBURSEMENT UN	2	1 VENDOR CHECK
1783	318.95	FRANCHISE TAX BOARD	7D	1 VENDOR CHECK
1784	199.48	PATTISON/LESLIE ALDENE	781	1
1785	705.95	CREECH/JACE W	777	1

TOTALS FOR CHECK FORM: CHEK		COUNTS
NEGOTIABLE CHECKS		
905.43	*EMPLOYEE CHECKS	2
382.64	*VENDOR CHECKS	2
0.00	*BANK CHECKS	0
1,288.07	**TOTAL NEGOTIABLE CHECKS	4
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
1,288.07	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS		
0.00	*DIRECT DEPOSIT STUBS	0
0.00	*VENDOR DIR DEP STUBS	0

PERIOD 1 DATING 12/15/2025-12/28/2025 CHECK DATE 1/02/2026  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
54436	175.50	CLOCEA	4	1 VENDOR STUB ONLY
54437	364.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
54438	228.02	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
54439	2,245.57	ARIAS/CHRISTINA	730	1 STUB ONLY
54440	2,706.61	QUINTANA FRANCESCA N	742	1 STUB ONLY
54441	4,741.48	RIDENOUR/JASON CHARLES	763	1 STUB ONLY
54442	1,481.25	CARTER/AMY JO	502	1 STUB ONLY
54443	3,389.41	FRANCO/EEKHONG	304	1 STUB ONLY
54444	18.93	HERNANDEZ/XOCHITL	306	1 STUB ONLY
54445	1,308.78	MILLER/CATHEY RENE	734	1 STUB ONLY
54446	1,488.11	RAMOS LEON/YOSENIA	776	1 STUB ONLY
54447	1,799.05	TOBIAS/ANTHONY JORDAN	746	1 STUB ONLY
54448	479.99	VEGA/ASHLEY MAKAYLA	753	1 STUB ONLY
54449	2,017.40	BROWN/ANDREW EUGENE	762	1 STUB ONLY
54450	2,968.13	BRYANT/EZRA JOSEPH	752	1 STUB ONLY
54451	1,710.73	CARRETERO/VANESSA	402	1 STUB ONLY
54452	811.55	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
54453	2,361.84	GREEN GROVE/BRAYDEN TAY	767	1 STUB ONLY
54454	3,366.25	HEINKS/RYAN DAVID	765	1 STUB ONLY
54455	1,977.71	HERNANDEZ/ANDY	780	1 STUB ONLY
54456	1,322.11	HILL/HANNAH GRACE	747	1 STUB ONLY
54457	2,024.41	LINARES/FRANCISCO JR	772	1 STUB ONLY
54458	2,012.81	MAGANA MARTINEZ JOEL	773	1 STUB ONLY
54459	3,554.01	MOORE/ROBERT HARRY	764	1 STUB ONLY
54460	2,075.01	MORALES/SKYLEENA ROSE	779	1 STUB ONLY
54461	3,244.26	PRIDEAUX/TRACI	448	1 STUB ONLY
54462	3,063.99	ROBLES JR/EVERARDO	744	1 STUB ONLY
54463	4,363.36	SCHIMPF/ROBERT BRIAN	766	1 STUB ONLY
54464	2,703.32	SHIELDS/ZION	708	1 STUB ONLY
54465	2,456.91	VILLARREAL/ISIDRO	707	1 STUB ONLY
54466	239.19	YARBER/ISABEL	422	1 STUB ONLY
54467	1,763.32	ALDRIDGE/GARY	618	1 STUB ONLY
54468	3,548.17	BOUDREAUX/ZACHARY MICHA	756	1 STUB ONLY
54469	188.48	GOLDSTROM/NORMAN	629	1 STUB ONLY
54470	1,845.52	HUGGINS/KYLE AARON	621	1 STUB ONLY
54471	1,680.11	RIVERA/RYAN	733	1 STUB ONLY
54472	576.97	WENDT/EDDIE	626	1 STUB ONLY
54473	1,607.49	GARVER/ELIJAH	712	1 STUB ONLY
54474	1,808.88	ARROYO/MARIE	623	1 STUB ONLY
54475	2,183.86	MILLAN/MARCUS	622	1 STUB ONLY
54476	1,528.31	QUIROZ/PATRICK P	512	1 STUB ONLY
54477	2,093.05	RAMIREZ/GABRIEL GRACILI	761	1 STUB ONLY
54478	1,590.59	RAMIREZ/JUAN	608	1 STUB ONLY
54479	705.95	RANGEL/JOSE A	775	1 STUB ONLY
54480	3,947.84	HIFNER/CHRISTOPHER	736	1 STUB ONLY
54481	752.85	O'SHAUGHNESSY/BRIDGET E	751	1 STUB ONLY

PERIOD 1 DATING 12/15/2025-12/28/2025 CHECK DATE 1/02/2026  
DIRECT DEPOSIT IS TURNED ON

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

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

OTHER CHECKS

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

NON-NEGOTIABLE CHECKS

87,753.56	*DIRECT DEPOSIT STUBS		43
767.52	*VENDOR DIR DEP STUBS		3

PERIOD 1 DATING 12/15/2025-12/28/2025 CHECK DATE 1/02/2026

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	73,341.71	55,698.42	55,498.94
1	105	10,616.59	14,379.71	14,026.73
1	106	.00	863.59	863.59
1	107	.00	10,999.25	10,646.28
1	121	.00	2,017.33	2,017.33
1	141	4,700.69	4,700.69	4,700.69

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 12/15/2025-12/28/2025 CHECK DATE 1/02/2026

EMR CODE	FUND CODE	DEPT CODE		HOME TOTALS	FULL EMPLOYEE	PART EMPLOYEE	TEMP COUNTS	FEMALE
1	104	402	ADMINISTRATION	9,693.66	3			2
1	104	403	FINANCE	9,965.52	5	1	1	6
1	104	421	POLICE	42,272.99	18			5
1	104	431	STREET	9,602.57	4	2		
1	104	471	RECREATION	1,806.97	1	1		1
1	105	461	WATER	10,616.59	5	2		1
1	141	421	POLICE	3,947.84	1			
1	141	471	RECREATION LEADER	752.85	1			1
TOTAL				88,658.99	38	6	1	16

PERIOD 1 DATING 12/15/2025-12/28/2025 CHECK DATE 1/02/2026

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

NEGOTIABLE CHECKS			COUNTS
905.43	*EMPLOYEE CHECKS		2
382.64	*VENDOR CHECKS		2
0.00	*BANK CHECKS		0
1,288.07	**TOTAL NEGOTIABLE CHECKS		4

OTHER CHECKS

0.00	*MANUAL CHECKS		0
0.00	*CANCELLED CHECKS		0

1,288.07 \*\*\*GRAND TOTAL

NON-NEGOTIABLE CHECKS

87,753.56	*DIRECT DEPOSIT STUBS		43
767.52	*VENDOR DIR DEP STUBS		3

88,521.08 \*\*TOTAL NON-NEGOTIABLE CHECKS 46

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

905.43	*EMPLOYEE CHECKS		2
382.64	*VENDOR CHECKS		2
0.00	*BANK CHECKS		0
87,753.56	*DIRECT DEPOSIT STUBS		43
767.52	*VENDOR DIR DEP STUBS		3

89,809.15 \*\*\*TOTAL NEGOTIABLE & NON-NEGOT 50

0.00 \*OTHER CHECKS 0

89,809.15 \*\*\*TOTAL NEG, NON-NEG, OTHER CHECKS

TOTAL SEQ 1 FEMALES 16



## Agenda Item Staff Report

**Agenda Item Number:**

**I.4.**

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Approval of a Temporary Street Closure and the Use of Joyner Park for a High School Reunion Special Event hosted by the Center for Art Culture & History (CACHE) on Saturday April 18, 2026.

**Submitting Department:**

Public Works

**Contact Name:**

Marie Arroyo, Senior Administrative Assistant

**Department Recommendation:**

Staff recommends the City Council approve a temporary street closure of B Street between Pine Street and Rocky Hill Drive and the use of Joyner Park for a High School Reunion Special Event hosted by the Center for Art Culture & History (CACHE) on Saturday, April 18, 2026.

**Summary:**

Alumni from Exeter High School classes of 1970, 1971 and 1972 have reserved CACHE, located at 125 S. B St. for a class reunion on Saturday April 18, 2026. Event organizers are requesting the use of Joyner Park and a street closure of B Street between Pine Street and Rocky Hill Drive between the hours of 10:00 a.m. and 10:00 p.m.

**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 72 hours in advance. City Staff will place and remove all barricades at approved open and closure times.
3. **Public Safety:** Exeter Police Department may modify or adjust closures as needed for public safety.

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

    J.R.

4. **Amplified Sound:** Amplified sound is allowed only between 10:00 a.m. and 10:00 p.m. consistent with the approved sound permit.
5. **Alcohol Regulations:** Alcohol will be limited to private property
6. **Permits and Fees:** Special Event Fee of \$171.00 be charged to the applicant

**Background:**

In addition to preserving Exeter’s history, CACHE serves as a venue for a variety of private events. On occasion, the use of Joyner Park and temporary street closures are requested to accommodate event needs.

**Fiscal Impact:**

The applicant will be charged a \$171.00 for a special event permit fee.

**Prior City Council Actions:**

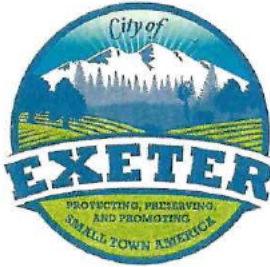
While CACHE has had street closure requests approved in the past, this event is a private rental with CACHE serving as the host venue.

**Attachments:**

- Street Closure Request
- Facility Use Request
- Approved Amplified Sound Permit

**Recommended motion to be made by the City Council:**

I move to approve a temporary street closure and the use of Joyner Park for a High School Reunion Special Event hosted by the Center for Art Culture & History (CACHE) on Saturday, April 18, 2026.



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: APRIL 18, 2026

Name of group requesting street closure: EHS REUNION COMMITTEE - 1970, 71, 72

Name of contact person: DWIGHT MILLER Phone: [Redacted]
Mailing address: [Redacted] Email: [Redacted]

Alternate Contact Person: DEBBIE EZELLE Phone: [Redacted]
Mailing Address: [Redacted] Phone: [Redacted]

Type of event: REUNION DINNER / DANCE @ CACHE

Time of closure: 10 AM until 10 PM

Details of streets/parking lots/public right of way requesting to be closed: (provide map or additional pages if necessary)
B STREET FROM PINE TO ROCKY HILL DRIVE

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

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

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

Applicant Signature: [Redacted] Date: 12-11-2025

Office use: \*\*\*\*\*

Fee paid \_\_\_\_\_

Public Works Director \_\_\_\_\_

Chief of Police \_\_\_\_\_

Council Approval: \_\_\_\_\_



**CITY OF EXETER  
FACILITY USE APPLICATION**

Application Date: 12-16-25 Facility/Park Requested: JOYNER PARK  
Date(s) Needed: 4-18-26 Equipment Needed: N/A  
Set-up Time: 4 pm Departure Time: 10 pm  
Event Start Time: 5 pm Event End Time: 8 pm  
Name of Organization: SUHS 1971 REUNION COMM.  
Type of Event: CLASS REUNION  
Address: 125 SOUTH B ST.

**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. All facility users must comply with Tulare County Health Department regulations and any applicable City of Exeter requirements.
2. Users may utilize picnic benches, tables, or arbors owned by the City. Additional equipment and supplies must be provided by the applicant.
3. Nails, tacks, pins, or staples are not permitted on facility structures. Only masking tape or other approved materials may be used for decorations. All decorations must be removed at the conclusion of the event.
4. Driving or parking on grass areas is strictly prohibited unless authorized by the City.
5. After the event, users must collect all trash and place it in provided receptacles. The facility must be left clean and in its original condition.
6. Alcohol consumption is permitted only with prior City approval and in compliance with Chapter 5.08 of the Exeter Municipal Code. A separate Alcoholic Beverage Permit is required.

Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of City.


- The insurer, if insurance is provided, or Applicant, if a program of self-insurance is provided, shall allow, and be endorsed to waive all rights of subrogation against City and its officers, officials, employees, agents, and volunteers.
- The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Vendor does not have any employees.
- *Indemnity/Hold Harmless Agreement:*
  - The applicant agrees to indemnify, defend, and hold harmless the City of Exeter, its officers, employees, agents, and volunteers from any and all claims, damages, or liabilities arising out of facility use, except for those caused by the sole negligence or willful misconduct of the City.


I have read and agree to the above Facility Use Policy and requirements.

Applicant/Organization Name: Douglass Miller  
24451971 REYNOLDS COUNCIL

Signature: 

Date: 12-18-25

Phone Number: 

Email: 

**This Section for City Staff Use Only:**

Rental Fee: _____	Date Paid: _____
Cash or Check: _____	Received by: _____
Certificate of Insurance Received: _____	Approved by: _____



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 DWIGHT MILLER Phone No. [REDACTED]
Address [REDACTED]

Name of Organization EUHS 1971 REUNION COMM. Phone No. SAME
Address SAME

Type of Event CLASS REUNION Location of Event CACHE 125 SOUTH B, ST.

Date of Event 4/18/26 Start Time End Time

Type of equipment to be used DS SOUND SYSTEM ON PATIO

Additional Information

I, DWIGHT MILLER, 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

CHIEF ROB SCHIMPF
Chief of Police

Date
[ ] Permit Denied
[ ] Permit Approved

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



## Agenda Item Staff Report

**Agenda Item Number:**

**I.5.**

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Approval of a Temporary Street Closure, Temporary No Parking and a Special Event Fee Waiver Request for the 2026 Rocky Hill Triathlon on March 14, 2026.

**Submitting Department:**

Public Works

**Contact Name:**

Marie Arroyo, Senior Administrative Assistant

**Department Recommendation:**

Staff recommends that the City Council approve a temporary Street Closure, temporary no parking at various locations, and a special event fee waiver request for the 2026 Rocky Hill Triathlon on March 14, 2026, subject to the conditions of approval.

**Summary:**

Charles Duby of Rocky Hill Triathlon is requesting that Council consider approval of a street closure for the route along Rocky Hill Road from Kaweah Avenue eastbound to the city limits, temporary no parking on the east side of Industrial Avenue from Glaze Avenue to Firebaugh Avenue and G Street from Firebaugh Avenue to Pine Street, from 7:30 a.m. to 1:00 p.m. on March 14, 2026. The request also includes a special event fee waiver in the amount of \$171.00, subject to the conditions presented.

**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. Amplified Sound: Amplified sound is allowed consist with approved permit
3. Alcohol Regulations: This is an alcohol-free event

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

J.R.

4. The City of Exeter will post street closure notices 72 hours in advance and set up and remove barricades the day of the event. Applicant is responsible for additional barriers required for participant and spectator safety and any cost associated.
5. Event organizers are responsible for post event clean-up and debris removal.
6. Event organizers are responsible for the coordination with a reputable traffic control company and the cost associated.

### **Background:**

The Rocky Hill Triathlon has a long-standing reputation throughout the Central Valley for being one of the most challenging yet popular courses for triathletes. This event begins and ends at Exeter High School and attracts hundreds of participants and spectators to the City of Exeter.

Mr. Duby works closely with City of Exeter staff, Caltrans, Tulare County and the California Highway Patrol to ensure a safe and well-coordinated event within each jurisdiction.

### **Fiscal Impact:**

Proceeds from previous Rocky Hill Triathlon events have been generously contributed to the community for various playground equipment replacement projects. The total estimated permit fee associated with the event is \$171.00, as outlined below:

- Special Event Permit: \$171.00

If waiver is approved, *the city will forgo this revenue.*

### **Prior City Council Actions:**

This is an annual event with the most recent approval being on October 22, 2024.

### **Attachments:**

- Street Closure Request
- Event Map
- Fee Waiver Request
- Approved Amplified Sound Permit

### **Recommended motion to be made by the City Council:**

I move to approve a temporary street closure, temporary no parking restrictions, and a special event fee waiver request for the 2026 Rocky Hill Triathlon on March 14, 2026, subject to the conditions of approval.



# 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: 3/14/2026

Name of group requesting street closure: Rocky Hill Triathlon

Name of contact person: CHARLES DUBY Phone: [REDACTED]

Mailing address: 150 W. PINE ST, EXETER Email: [REDACTED]

Alternate Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of event: MULTI DISTANCE TRIATHLON + 5K/10K

Time of closure: 7:30AM until 1 PM

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

Rocky Hill Dr @ Kaweah Ave East to Yokohl Valley Dr. No

PARKING ON INDUSTRIAL DR NORTH TO G ST, G ST TO PINE, PINE TO Rocky Hill Dr.

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.

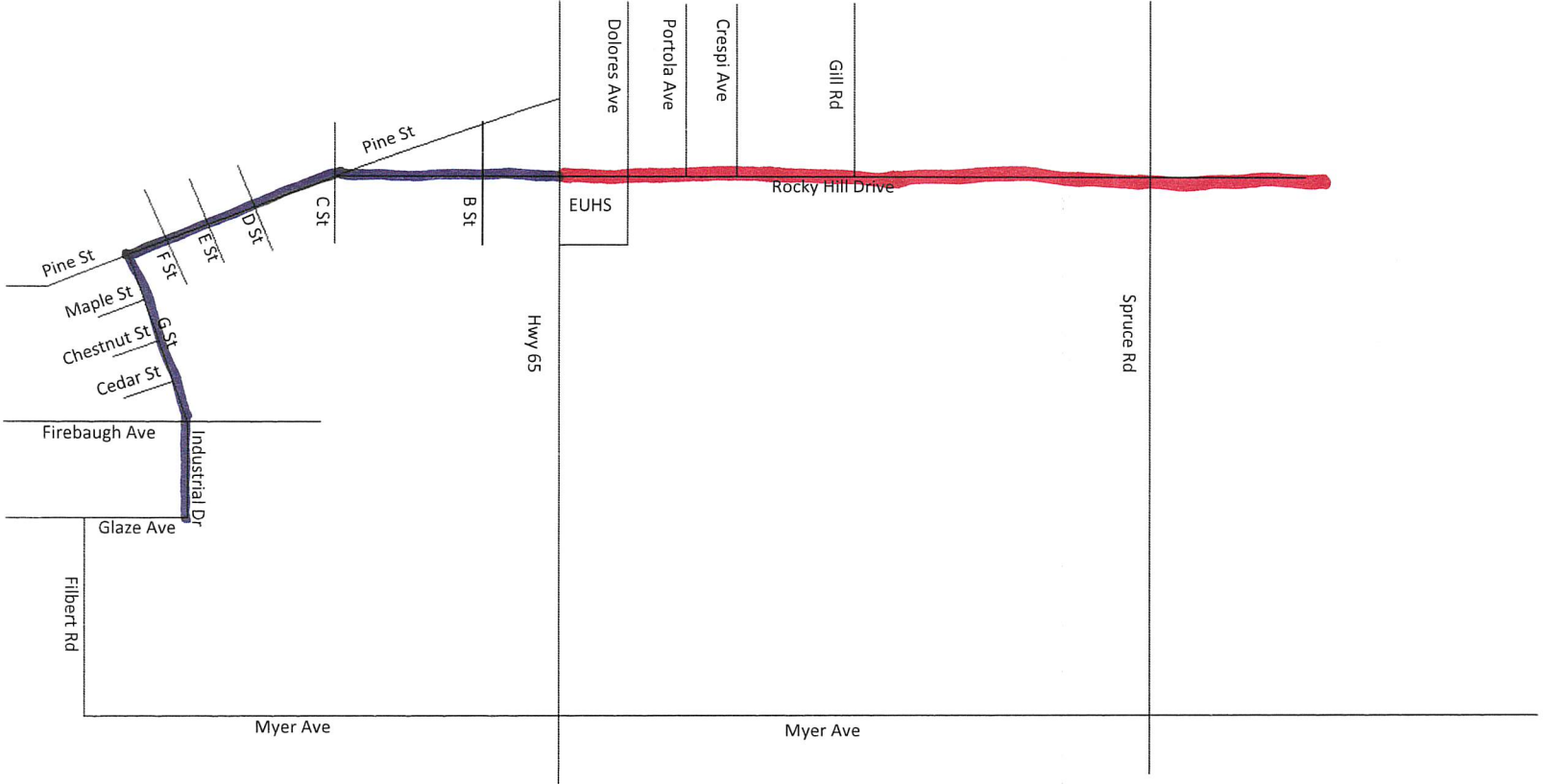
I understand all terms and conditions including the need for liability insurance will be required.

Applicant Signature: [REDACTED] Date 12/16/2025

Office use: \*\*\*\*\*  
Fee paid \_\_\_\_\_

Public Works Director \_\_\_\_\_ Chief of Police \_\_\_\_\_

Council Approval: \_\_\_\_\_



NO PARKING

ROAD CLOSED



December 19, 2025

To Whom It May Concern

This letter is to request a waiver of the \$171 Special Event Fee for our March 2026 triathlon and 5k/10k.

Since our inception the Rocky Hill Triathlon has given back over \$200,000 to the community and city of Exeter. We have done so through partnerships with several local organizations, as well as the Public Works department.

Thank you for your consideration in our request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles Duby". The signature is fluid and cursive, with a double underline at the end.

Charles Duby, Race Director



# 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 CHARLES DUBY Phone No. [REDACTED]  
Address [REDACTED]

Name of Organization ROCKY HILL TRIATHLON Phone No. 559-280-9431  
Address 190 W. PINE ST., EXETER CA 93221

Type of Event TRIATHLON + 5K/10K Location of Event EVHS

Date of Event 3/14/26 Start Time 7:30 End Time 1 PM

Type of equipment to be used PA SYSTEM FOR MUSIC + ANNOUNCING

Additional Information \_\_\_\_\_

I, CHARLES DUBY, 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  
GRIEF ROBSCHIMPF  
Chief of Police

12/16/2025

Date  
 Permit Denied  
 Permit Approved

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



## Agenda Item Staff Report

**Agenda Item Number:**

**I.6.**

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Approval of a Facility Use Request, Temporary Street Closure and a Fee Waiver Request for the Annual Motorfest on March 14, 2026, from the Exeter Chamber of Commerce.

**Submitting Department:**

Public Works

**Contact Name:**

Marie Arroyo, Senior Administrative Assistant

**Department Recommendation:**

Staff recommends that the City Council approve a facility use request, temporary street closure and a fee waiver request for the Annual Motorfest on March 14, 2026, from the Exeter Chamber of Commerce.

**Summary:**

The Exeter Chamber of Commerce is requesting the use of Mixer Park and the closure of Pine Street from F Street to D Street and E Street from Palm Street to Chestnut between the hours of 6:00 a.m. - 4:00 p.m. on Saturday March 14, 2026, for the annual Motor Fest event along with a special event permit fee waiver of \$171.00. Mixer Park is requested to be utilized for live music and participant registration. An amplified sound permit has been approved by the Chief of Police. The request also includes encroachment into the public parking lot adjacent to the Wildflower Café and alley entrances near Bank of America, Hometown Emporium, and Snap Fitness for the placement of portable restrooms.

The event is free and open to the public and provides benefit to the community.

**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.

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

    J.R.

2. Amplified Sound: Amplified sound is allowed consist with approved permit.
3. Alcohol Regulations: This is an alcohol-free event.
4. Street Closure Signature Form: Per ordinance, event organizers must obtain signatures from addresses affected by closure.
5. The City of Exeter will post street closure notices 72 hours in advance and set up and remove barricades the day of the event.
6. Car show organizers will place cars on E Street and move to fill in Pine Street once the race crew has cleared the course at approximately 11:30 a.m.
7. Event organizers are responsible for the cost of any required additional barricades or traffic control.
8. Event organizers will be responsible for cost and coordination with Mid Valley Disposal for the delivery and pick up of additional trash carts.
9. Event organizers are responsible for the cost and coordination of porta potties in the downtown area including ADA accessible units.
10. Event organizers are responsible for post event clean-up and debris removal.

### **Background:**

In March 2024, organizers of the Rocky Hill Triathlon and Motorfest approached the City to coordinate the events. Temporary street closures enhance public safety for participating athletes and contribute to a vibrant atmosphere for community members and visitors.

### **Fiscal Impact:**

The total estimated permit fee associated with the event is \$171.00, as outlined below:

- Special Event Permit: \$171.00

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

### **Prior City Council Actions:**

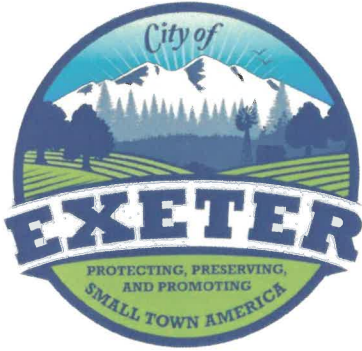
Prior year approval of this event on February 11, 2025

### **Attachments:**

- Street Closure Request
- Facility Use Request
- Amplified Sound Permit
- Fee Waiver Request

### **Recommended motion to be made by the City Council:**

I move to approve a facility use request, temporary street closure and a fee waiver request for the Annual Motorfest on March 14, 2026, from the Exeter Chamber of Commerce.



# 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: March 14, 2026

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: heathere@exeterchamber.com

Alternate Contact Person: Trent Dodge Phone: 559.799.9790

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of event: Motorfest - Car Show

Time of closure: 10 am until 3:00 pm

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

Pine Street (F St. thru D St), E Street (Palm thru Chestnut)

Fir Port, A. Potties - Wildflower parking lot, Alley-way at Bank of America, Hometown Emporium, Exeter fitness and Exeter Mercantile.

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: Heather Ritter Date 12.17.25

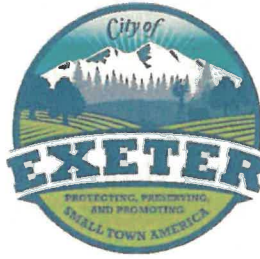
Office use: \*\*\*\*\*

Fee paid \_\_\_\_\_

Public Works Director \_\_\_\_\_

Chief of Police \_\_\_\_\_

Council Approval: \_\_\_\_\_



## FACILITY USE APPLICATION

Application Date: Dec. 17, 2025

Facility Requested: Mixter Park Date(s) Needed: March 14, 2026

Reason for Use: Motorfest Car Show

Equipment Needed: \_\_\_\_\_

Set up time: 7:00 am Departure time: 3:00 pm

Event start time: 11:00 am Event end time: 2:00 pm

Name of Organization: Exeter Chamber of Commerce

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:  Date: 12.17.25

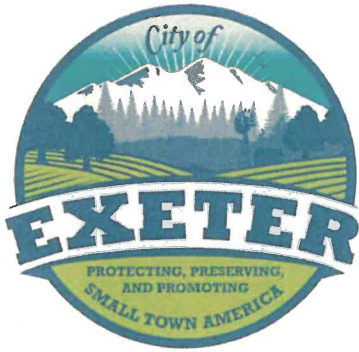
Primary Phone Number(s): 559.592.2919 Email: heather@exeterchamber.com

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 Car Show Location of Event Downtown, Mikter Park

Date of Event March 14 Start Time 11 am End Time 2:00 pm  
2026

Type of equipment to be used mic, speaker

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.

Heather Ritter  
Applicant Signature

12.17.25

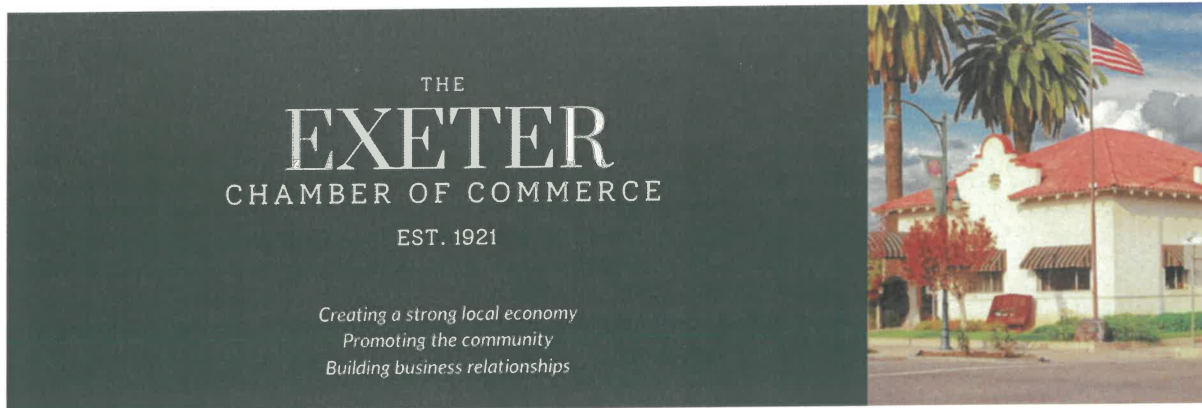
Date

[ ] Permit Denied

[ ] Permit Approved

\_\_\_\_\_  
Chief of Police

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



December 18, 2025

Dear City of Exeter,

On behalf of the Exeter Chamber of Commerce, thank you for your continued support of our organization and its initiatives. We truly appreciate the City's ongoing partnership and commitment to our community.

We respectfully request a waiver of the \$171.00 special event permit fee for our upcoming Motorfest event. Motorfest is a free, community-focused event that draws significant attendance and provides a positive economic impact, potentially generating thousands of dollars in revenue for downtown businesses.

We are sincerely grateful for the City's continued support as we work together to strengthen local businesses and foster a vibrant, thriving community.

Thank you for your consideration.

Sincerely,

Heather Ritter

Office Coordinator

Exeter Chamber of Commerce



## Agenda Item Staff Report

**Agenda Item Number:**

**I.7.**

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Approval of a Facility Use Request and a Special Event Fee Waiver for a 'Downtown Second Saturday' Event beginning February 14, 2026, from the Exeter Mural Committee and Exeter Mural Store.

**Submitting Department:**

Public Works

**Contact Name:**

Marie Arroyo, Senior Administrative Assistant

**Department Recommendation:**

Staff recommends that the City Council approve a facility use request and a special event fee waiver for a 'Downtown Second Saturday' event beginning February 14, 2026, from the Exeter Mural Committee and Exeter Mural Store, subject to the conditions of approval.

**Summary:**

Volunteers representing the Exeter Mural Committee and Exeter Mural Gallery and Gifts are requesting the use of Mixer Park on the second Saturday of each month in 2026, beginning February 14, 2026, between the hours of 9:00 a.m. and 3:00 p.m. The public event will take place from 10:00 a.m. - 2:00 p.m. with additional time requested for setup and cleanup.

Mixer Park will be arranged for vendors, music, and giveaways intended to encourage visitors to shop downtown Exeter. The event is free and open to the public and is intended to support downtown merchants through increased foot traffic; therefore a fee waiver is requested.

**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. Amplified Sound: Amplified sound is allowed consist with approved permit

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

J.R.

3. Alcohol Regulations: This is an alcohol-free event
4. Event organizers are responsible for post event clean-up and debris removal.

**Background:**

In 2025, several downtown merchants, in partnership with Exeter Mural Committee volunteers, hosted a downtown Second Saturday in Exeter. Each event was well attended and proved to increase foot traffic for downtown businesses.

**Fiscal Impact:**

The total estimated permit fee associated with the event is \$171.00, as outlined below:

- Special Event Permit: \$171.00

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

**Prior City Council Actions:**

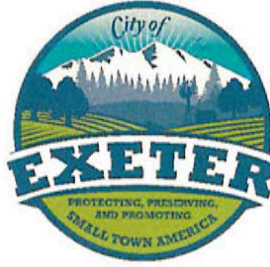
Prior year approval of this event on April 8, 2025.

**Attachments:**

- Facility Use Request
- Fee Waiver Request

**Recommended motion to be made by the City Council:**

I move to approve a Facility Use Request and a Special Event Fee Waiver for a 'Downtown Second Saturday' Event beginning February 14, 2026, from the Exeter Mural Committee and Exeter Mural Store.



## FACILITY USE APPLICATION

Application Date: 12/30/2025 All Second Saturday's - Jan 10, Feb 14, March 14 (if Chamber has not already reserved for Motorfest), April 11, May 9, June 13, July 11, Aug 8, Sept 12, Oct 10, Nov 14, Dec 12

Facility Requested: Mixer Park Date(s) Needed: \_\_\_\_\_

Reason for Use: Second Saturday events downtown & in Mixer park will vary each month but will be either pop up craft, snack &/or art vendors, live music &/or small events like carnival games. This is in a effort to encourage business and foot traffic in downtown Exeter.

Equipment Needed: None

Set up time: 9AM Departure time: 3PM

Event start time: 10AM Event end time: 2PM

Name of Organization: Exeter Mural Committee & Exeter Mural Store

Address: 119 S. "E" 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: Katie Ringel

Signature of Applicant: [Redacted] Date: 12/30/25

Primary Phone Number(s): [Redacted] Email: [Redacted]

Approved by: [Redacted] exetermuralstore@gmail.com

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: \_\_\_\_\_

December 30th, 2025

Dear City of Exeter,

We would like to sincerely thank you for your continued support of our organizations and our ongoing efforts to enhance and celebrate downtown Exeter. We are currently planning our 2026 Second Saturday events to be held at Mixer Park. These events have proven to be a continuing success, with steady growth in attendance and a noticeable increase in foot traffic and business activity for our store as well as other downtown businesses. With that in mind, we respectfully request fee waivers for the following:

- Mixer Park rental - every second Saturday of each month (with the exception of March, assuming the Chamber will be reserving for Rocky Hill Motorfest.)

Again, we truly appreciate the City's partnership and support in helping us create welcoming, community-focused events for Exeter. Please feel free to reach out if you need any additional information or documentation. Thank you for your time and consideration.

All the best,

Katie Ringel

*Exeter Mural Committee Member*

(559) 302-0207

[katieringel106@gmail.com](mailto:katieringel106@gmail.com)



## Agenda Item Staff Report

**Agenda Item Number:**

**I.8.**

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Adoption of Resolution No. 2026-01, A Resolution of the City Council of the City of Exeter for Fiscal Year 2025-26 Transportation Development Act Claim by the City of Exeter and Concurrence to a Claim by City of Visalia, Tulare County Regional Transit Agency, and Tulare County Association of Governments (TCAG).

**Submitting Department:**

Administration

**Contact Name:**

Jason Ridenour, City Administrator

**Department Recommendation:**

Staff respectfully recommend that the City Council adopt Resolution No. 2026-01, a Resolution of the City Council of the City of Exeter for Fiscal Year 2025-26 Transportation Development Act claim by the City of Exeter and concurrence to a claim by City of Visalia, Tulare County Regional Transit Agency (TCRTA), and Tulare County Association of Governments (TCAG).

**Summary/Background:**

The Transportation Development Act (TDA), enacted in 1971, provides transit funding for local agencies from the Local Transportation Fund (LTF) and the State Transit Assistance (STA) Fund. LTF is funded through a ¼ cent general sales tax collected statewide and STA Fund is derived from a statewide sales tax on gasoline and diesel fuels and augmented by funds received via SB 1. The State of Good Repair (SGR) Program provides funding for eligible transit maintenance, rehabilitation and capital projects.

The Tulare County Association of Governments (TCAG) approves the apportionments, accounting for transfer agreements between agencies, for transit services for each fiscal year. TCAG reviews the claims and instructs the County Auditor on payment of funds to each respective agency. The TCAG TDA Claims Manual was updated in 2024, requiring agencies to

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

J.R.

submit a resolution for the proposed claim and a resolution of concurrence from the agency contributing to the proposed claim. TCAG encourages that agencies utilize all transit only funds for operation of transit services prior to utilizing LTF as a match to funds. Once transit services have been fully funded, the remaining LTF balance may be transferred to streets and roads projects.

For fiscal year 2025/26, TCAG apportioned the City of Exeter STA funds in the amount of \$104,007.18, in addition to the \$417,222.20 in STA funds that was transferred back to the City from the Tulare County Regional Transit Agency (TCRTA) earlier this year. The City STA balance is \$669,226.32. The City of Visalia provides transit services for the City of Exeter in accordance with the memorandum of understanding establishing a regional transit system serving the cities of Exeter and Visalia.

Resolution No. 2026-01 will transfer \$352,116.46 in STA funds to the City of Visalia for transit operations within the City of Exeter. The apportionment for State of Good Repair (SGR) this year is \$18,037.88 and has a balance of \$67,025.13, for total available funding of \$85,063.01, which can be utilized for eligible transit maintenance, rehabilitation and capital projects related to the operation of transit services. The apportionment for LTF is \$685,060.00 for fiscal year 2025/26 and the City has a balance of \$380,008.20 for a total amount available of \$1,065,068.20.

Resolution 2026-01 also proposes to transfer \$6,045.27 of LTF funds for TDA Administration and \$21,372.79 for Planning Contributions to TCAG. In addition, the resolution will transfer \$19,971.77 in LTF funds to TCRTA for the administration of the Micro Transit Pilot Project within the City of Exeter. Once transit services have been fully funded, the remaining LTF balance may be transferred to street and road projects. Staff is seeking to claim \$1,000,000 in LTF for street and road projects.

### **Fiscal Impact:**

Adoption of Resolution No. 2026-01 will allow the City of Exeter to fund transit operations for fiscal year 2025/26 with State Transit Assistance (STA) Funds transfer of \$352,116.46 to the City of Visalia, fund the administration of the Micro Transit Pilot Project in Exeter with a transfer of \$19,971.77 of Local Transportation Fund (LTF) to Tulare County Regional Transit Agency (TCRTA), fund the Local Transportation Contribution with a transfer of LTF funds in the amount of \$21,372.79 and Project Coordination and Implementation in the amount of \$6,045.27 to Tulare County Association of Governments (TCAG), and claim \$1,032,553.91 in LTF funds for Streets and Roads.

### **Prior City Council Actions:**

None associated with this action.

**Attachments:**

- Resolution 2026-01

**Recommended motion to be made by the City Council:**

I move to adopt Resolution No. 2026-01, a Resolution of the City Council of the City of Exeter for Fiscal Year 2025-26 transportation development act claim by the City of Exeter and concurrence to a claim by City of Visalia, Tulare County Regional Transit Agency, and Tulare County Association of Governments (TCAG).

## RESOLUTION NO. 2026-01

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER FOR FISCAL YEAR 2025-26 TRANSPORTATION DEVELOPMENT ACT CLAIM BY THE CITY OF EXETER AND CONCURRENCE TO A CLAIM BY CITY OF VISALIA, TULARE COUNTY REGIONAL TRANSIT AGENCY, AND TULARE COUNTY ASSOCIATION OF GOVERNMENTS

**WHEREAS**, pursuant to Government Code Section 66500 et seq., the Exeter County Association of Governments ("TCAG") is the regional transportation planning agency for Tulare County; and

**WHEREAS**, the Mills–Alquist–Deddeh Act ("Transportation Development Act" or "TDA"), Public Utilities Code Section 99200 et seq., makes certain retail sales tax revenues available to eligible claimants for public transportation projects and purposes; and

**WHEREAS**, TCAG is responsible for the allocation of TDA funds to eligible claimants within the Tulare County region; and

**WHEREAS**, pursuant to Resolution No.2024-039, TCAG requires a resolution of concurrence from each local agency contributing to the proposed claim for operating/capital transit project (s).

**WHEREAS**, the City of Exeter is an eligible claimant of TDA funds; and

**WHEREAS**, for the fiscal year 2025-26, the City of Exeter is allocated an estimated \$669,226.32 in State Transit Assistance ("STA") funds and \$1,059,022.93 in Local Transportation Funds ("LTF") and \$85,063.01 in State of Good Repair "SGR" funds; and

**WHEREAS**, for fiscal year 2025-26, the City of Visalia provides transit services for the City of Exeter pursuant to an adopted Memorandum of Understanding; and

**WHEREAS**, during fiscal year 2025-26, the City of Exeter was a member agency of the Tulare County Regional Transit Agency ("TCRTA"); and

**WHEREAS**, the TCRTA Joint Powers Agreement provides that the member agencies may authorize TCRTA to submit claims for its members' allocated TDA funds if unanimously approved by the directors present and voting at a meeting; and

**WHEREAS**, the Tulare County Regional Transit Agency's fiscal year 2025-26

transit budget, as amended, lists the amounts of and purposes for the fiscal year 2025-26 TDA allocations requested.

***NOW, THEREFORE, BE IT RESOLVED:***

1. That the Exeter City Council does hereby authorize a FY 2025-26 TDA claim by the City of Visalia in the amount of \$352,116.46 in State Transit Assistance, subject to the TCAG 2025 TDA Claims Manual.
2. That the Exeter City Council does hereby authorize a FY 2025-26 TDA claim by the Tulare County Regional Transit Agency in the amounts of \$19,971.77 in Local Transportation Funds, subject to the TCAG 2025 TDA Claims Manual.
3. That the Exeter City Council does hereby authorize a FY 2025-26 TDA claim by the Tulare County Association of Governments in the amount of \$21,372.79 for Local Transportation Contribution and \$5,096.23 for Project Coordination and Implementation in Local Transportation Funds, subject to the TCAG 2025 TDA Claims Manual.
4. That the Exeter City Council does hereby approve a FY 2025-26 TDA claim by the City of Exeter for \$1,000,000 in Local Transportation Funds, subject to the TCAG 2025 TDA Claims Manual.

PASSED AND ADOPTED by the City Council of the City of Exeter this 13<sup>th</sup> day of January 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Jeff Wilson, Mayor Pro Tem

ATTEST:

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Francesca Quintana, City Clerk



## Agenda Item Staff Report

**Agenda Item Number:**

**I.9.**

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Consider authorizing the Exeter Little League to Place an Additional Cargo Container for Storage at Dobson Field Adjacent to their Existing Cargo Container.

**Submitting Department:**

Public Works

**Contact Name:**

Zachary Boudreaux, Public Works Director

**Department Recommendation:**

Staff recommends that the City Council authorize the Exeter Little League to place a 20-foot cargo container adjacent to their existing 40-foot cargo container at Dobson Field to provide additional storage for equipment and supplies.

**Summary:**

Exeter Little League currently utilizes one cargo container south of the little league baseball diamond at Dobson Field for equipment and supply storage. The organization is requesting approval to place an additional seatrain immediately east of the existing unit to accommodate growing storage needs.

The proposed addition includes minor concrete improvements to construct a ramp that will allow equipment to be driven or rolled up into the cargo container safely and efficiently. Staff has reviewed the request and determined that the additional cargo container will not negatively impact usable space, public access, or City maintenance activities at the site.

**Background:**

Exeter Little League has a long-standing history of supporting the youth baseball in the community and the City of Exeter by regularly providing maintenance and repair work at the baseball diamond they use – work that would otherwise need to be completed by City Staff or the hired parks contractor. The Little League field is always in excellent condition and provides a

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

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nice place for their league to play and leagues from around the valley to play. This baseball diamond is regularly recognized as one of the nicest facilities in the valley for Little League and draws much attention to the City.

The existing 40-foot cargo container is currently used to store maintenance equipment, field preparation tools, and league gear. As the program has grown, available storage space has become limited, prompting the request for an additional cargo container.

**Fiscal Impact:**

There is no fiscal impact for the City of Exeter. The seatrain and associated improvements will be provided and funded by Exeter Little League.

**Prior City Council Actions:**

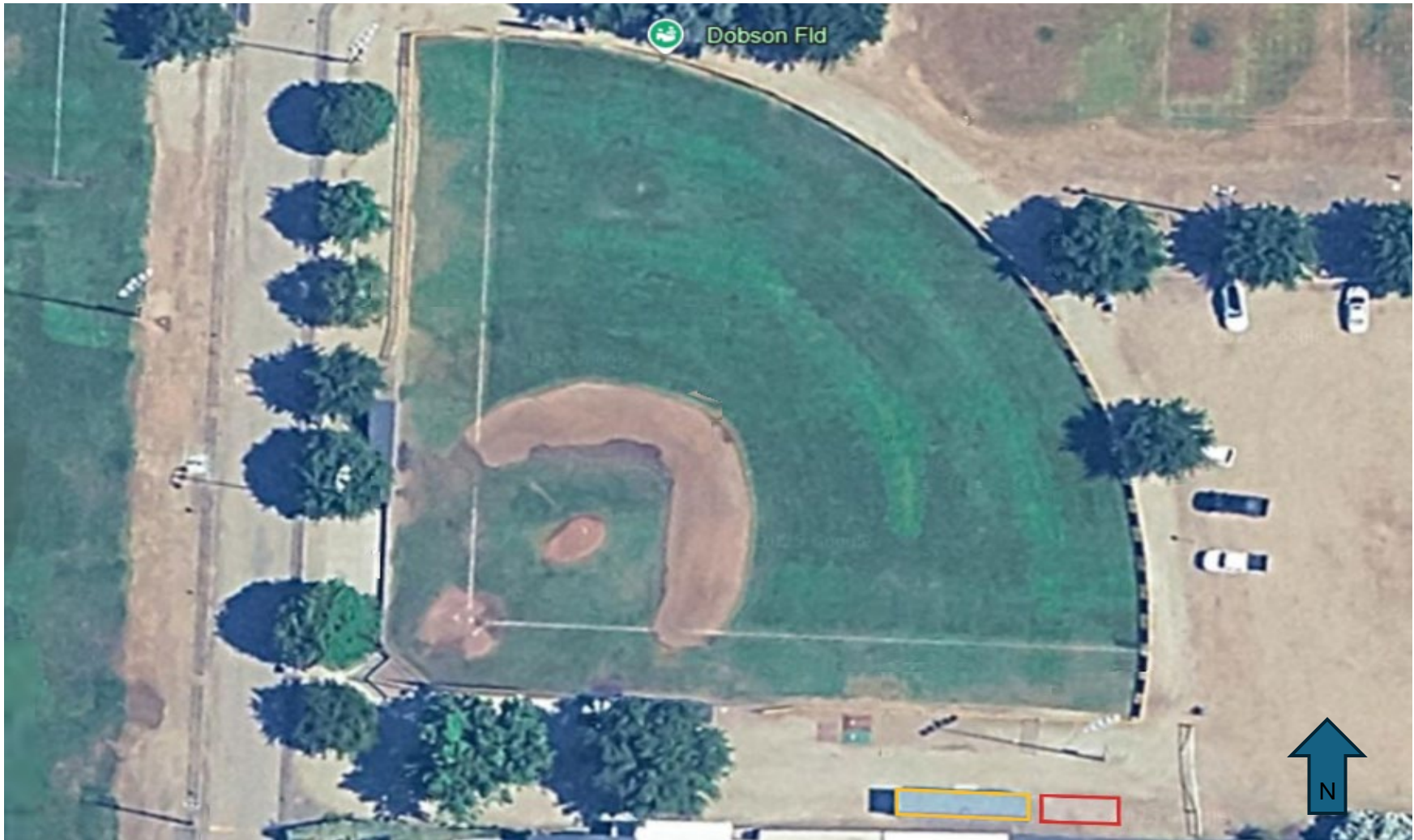
No prior City Council actions related to this request have been identified.

**Attachments:**



- Project Map

**Recommended motion to be made by the City Council:**

I move to authorize the Exeter Little League to place a 20-foot cargo container for storage at Dobson Field adjacent to their existing cargo container.



**Exeter Little League – New Seatrain Storage**

-  Proposed New Seatrain
-  Existing Seatrain

**Public Works Department**





## Agenda Item Staff Report

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

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Adoption of Resolution No. 2026-02, A Resolution of the City Council of the City of Exeter, Approving the Request of a 3-Year Pilot Project to Utilize \$35,000 a Year of Measure R Funding for the Maintenance of Bike and Pedestrian Trail/Walking Path Improvements within the City of Exeter and Authorization to Sign a Supplemental Agreement with Tulare County Transportation Authority (TCTA).

**Submitting Department:**

Administration

**Contact Name:**

Jason Ridenour, City Administrator

**Department Recommendation:**

Staff recommends that the City Council approve Resolution No. 2026-02, approving the request of a 3-year pilot project to utilize \$35,000 a year of Measure R funding for the maintenance of bike and pedestrian trail/walking path improvements and authorization for the City Administrator to sign a Supplemental Agreement with Tulare County Transportation Authority (TCTA).

**Background & Summary:**

The City has developed bike and pedestrian trails and walking paths to encourage active transportation. The Belmont Bike Path is a Pedestrian Class I Path is an example of this type of improvement, which was completed In Spring of 2020 using \$1.7 million from Federal Congestion Mitigation and Air Quality (CMAQ) program. The Pathway has been a valuable resource and popular throughfare on Belmont from Chestnut to just South of Visalia Rd.

Maintenance of the improvements, including irrigation and landscaping, has been in a state of repair. Staff reached out to TCAG and the Tulare County Transportation Authority (TCTA) Measure R program for assistance to fund a 3-year pilot program to assist in the maintenance

**For action by:**

Planning Commission

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

J.R.

of the pedestrian and bike paths within the City in the amount of \$35,000 per year. The Belmont Pedestrian Bike Path has been an invaluable resource to the City of Exeter residents on the west side of town and has proven to be utilized and a resource to help reduce vehicle emissions and trips traveled between the shopping center and neighborhoods on the west side of town.

**Fiscal Impact:**

There are no local funding fiscal impacts to the City at this time. This resolution is a request to enter into a Supplemental agreement with TCAG/TCTA Measure R to fund the Belmont Pedestrian and Bike Path and if approved, City would receive \$35,000 a year for 3 years from TCAG/TCTA Measure R for Pedestrian and Bike maintenance of the Belmont Pathway.

**Prior Actions:**

The Original CMAQ funded Belmont Road Bike Path Project, CML 5195(017) has had several agenda Items with council approval dating back to 2016 through 2021.

**Attachments:**

- Resolution No. 2026-02

**Recommended motion to be made by the Planning Commission:**

I move to approve Resolution No. 2026-02, a Resolution of the City Council of the City of Exeter, approving the request of a 3-year pilot project to utilize \$35,000 a year of Measure R funding for the maintenance of bike and pedestrian trail/walking path and authorize the City Administrator to sign a Supplemental Agreement with Tulare County Transportation Authority (TCTA).

**RESOLUTION 2026-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER TO REQUEST A 3 YEAR PILOT PROJECT TO UTILIZE \$35,000 A YEAR OF MEASURE R FUNDING FOR THE MAINTENANCE OF BIKE AND PEDESTRIAN TRAIL/WALKING PATH IMPROVEMENTS IN THE CITY OF EXETER AND APPROVE THE CITY ADMINISTRATOR TO SIGN AN SUPPLEMENTAL AGREEMENT WITH TULARE COUNTY TRANSPORTATION AUTHORITY (TCTA).**

**WHEREAS**, The City of Exeter has established bike and pedestrian trails and walking paths to encourage active transportation; and

**WHEREAS**, The maintenance of irrigation and landscaping improvements along the bike and pedestrian trails and walking paths has been in a state of repair; and

**WHEREAS**, the City of Exeter requested assistance to fund a 3-year pilot program to assist in the maintenance of bike and pedestrian trails/walking paths in the amount of \$35,000 per year from TCAG and Tulare County Transportation Authority (TCTA) Measure R program for funding; and

**WHEREAS**, TCAG/TCTA has requested a resolution from the City of Exeter formalizing the request for the \$35,000 a year for 3 years for Pedestrian and Bike maintenance of the Belmont Pathway; and

**WHEREAS**, the City Council authorizes the City Administrator to enter into a Supplemental agreement with TCAG/TCTA Measure R to fund the \$35,000 per year for 3 years for bike and pedestrian trails/walking path maintenance; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Exeter, that the Council hereby approved City of Exeter to request a 3 year pilot project to utilize \$35,000 a year of Measure R funding for the maintenance of bike and pedestrian trail/walking path improvements and approve the City Administrator to sign a Measure R supplemental agreement with Tulare County Transportation Authority (TCTA).

PASSED AND ADOPTED by the City Council of the City of Exeter this 13<sup>th</sup> day of January 2026 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

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Jeff Wilson, Mayor Pro Tem

ATTEST:

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Francesca Quintana, City Clerk



## Agenda Item Staff Report

**Agenda Item Number:**

**I.11.**

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Approval of Addendum No. 1 to the 2024–2026 School Resource Officer Agreement with Exeter Unified School District to Reduce SRO Staffing from Two Officers to One Officer for the 2025–2026 School Year and Adjust Costs Accordingly.

**Submitting Department:**

Administration

**Contact Name:**

Jason Ridenour, City Administrator

**Department Recommendation:**

Staff recommends that the City Council approve Addendum No. 1 to the 2024–2026 School Resource Officer Agreement between the City of Exeter and the Exeter Unified School District, reflecting a reduction from two (2) School Resource Officers to one (1) School Resource Officer for the 2025–2026 school year, effective July 1, 2025, through the end of the agreement term, with a corresponding fifty percent (50%) reduction in cost.

**Background and Summary:**

On July 1, 2024, the City of Exeter and the Exeter Unified School District (EUSD) entered into a two-year School Resource Officer Agreement for the period ending June 30, 2026. The agreement established a cooperative partnership to provide law enforcement services on school campuses, including the assignment of two School Resource Officers and defined cost-sharing responsibilities.

The Police Department experienced staffing challenges in April of 2025, which led to the reduction of dedicated personnel available to serve as fulltime School Resource Officers. Due to the school district not receiving the services of two full time School Resource Officers from April through June 2025, the EUSD was not charged for the service. The Police Department was able to assign a dedicated School Resource Officer to provide the contractual service prior to the

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

J.R.

start of the 2026 school year. Staff met with the Superintendent of the Exeter School District during this time to ensure that the needs of the school district were met.

On July 1, 2025, City staff and EUSD administration mutually agreed to adjust the scope of services for the 2025–2026 school year by reducing the number of assigned School Resource Officers from two (2) to one (1). This change was driven by operational considerations and is intended to remain in effect through the remainder of the agreement term.

Addendum No. 1 has been prepared to formally document this modification. The addendum confirms that:

- The City will provide one (1) School Resource Officer instead of two (2);
- The modification is effective July 1, 2025, through June 30, 2026; and
- The cost payable by EUSD will be reduced by fifty percent (50%) for the same period.
- No other terms or conditions of the original agreement are modified.

**Fiscal Impact:**

Approval of Addendum No. 1 will reduce the amount reimbursed by the Exeter Unified School District by 50% for the remainder of the agreement term, consistent with the reduction in School Resource Officer staffing. There is no adverse fiscal impact to the City beyond the agreed scope reduction.

**Prior City Council Actions:**

July 2024 – approval of the 2024–2026 School Resource Officer Agreement with Exeter Unified School District.

**Attachments:**

- DRAFT Addendum No. 1 to the 2024–2026 School Resource Officer Agreement
- 2024–2026 School Resource Officer Agreement

**Recommended motion to be made by the City Council:**

I move to approve Addendum No. 1 to the 2024–2026 School Resource Officer Agreement with Exeter Unified School District, reducing School Resource Officer staffing from two (2) officers to one (1) officer for the 2025–2026 school year, effective July 1, 2025, through June 30, 2026, with a corresponding fifty percent (50%) reduction in cost.

## **ADDENDUM NO.1**

### **TO THE 2024–2026 SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE CITY OF EXETER AND THE EXETER UNIFIED SCHOOL DISTRICT**

This Addendum No. 1 (“Addendum”) is entered into by and between the City of Exeter, a municipal corporation (“CITY”), and the Exeter Unified School District (“EUSD”), collectively referred to as the “Parties.”

#### **RECITALS**

- A. CITY and EUSD entered into that certain School Resource Officer Agreement effective July 1, 2024, with a term ending June 30, 2026 (“Agreement”).
- B. The Agreement provides for the assignment of two (2) School Resource Officers and establishes cost sharing and payment obligations accordingly.
- C. On July 1, 2025, CITY and EUSD mutually agreed to modify SRO staffing levels for the 2025–2026 school year.
- D. The Parties desire to memorialize this limited modification by written addendum, as permitted under Section 12 (Integration of Prior Terms and Conditions) of the Agreement.

#### **NOW, THEREFORE, the Parties agree as follows:**

- 1. Modification of Staffing Level

Notwithstanding any provision of the Agreement to the contrary, effective July 14, 2025, CITY shall provide one (1) School Resource Officer to serve Exeter Unified School District for the remainder of the 2025–2026 school year and through the end of the Agreement term on June 30, 2026.

- 2. Modification of Cost

As a direct result of the reduction in staffing from two (2) School Resource Officers to one (1) School Resource Officer, the total cost payable by EUSD under Section 8 (Funding) of the Agreement shall be reduced by fifty percent (50%) for the remainder of the Agreement term, effective July 1, 2025.

- 3. No Other Changes

Except as expressly modified by this Addendum, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

4. Authority

This Addendum shall not be effective unless approved by the governing bodies of both Parties and executed by their authorized representatives.

5. Incorporation

This Addendum shall be attached to and made a part of the original Agreement. IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first above written.

CITY OF EXETER

EXETER UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**2024-2026**  
**SCHOOL RESOURCE OFFICER AGREEMENT**  
**Between the City of Exeter Police Department**  
**and the Exeter Unified School District**

This Agreement is made and entered into by and between the City of Exeter (hereinafter "CITY") and the Exeter Unified School District (hereinafter "EUSD") effective July 1, 2024.

**SECTION 1. PURPOSE OF AGREEMENT**

The AGREEMENT formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults. This AGREEMENT delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between the EUSD and CITY. The success of this program relies upon the effective communication between all involved employees, the principal of each individual Exeter school, and other key staff members of each organization.

**SECTION 2. TERM**

The term of this AGREEMENT shall begin on July 1, 2024, and end on June 30, 2026, unless terminated earlier as provided herein. The parties may renew this AGREEMENT only by separate written agreement or addendum hereto, which must be executed by both parties.

**SECTION 3. MISSION, GOALS, AND OBJECTIVES**

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning a Law Enforcement Officer employed by CITY (hereinafter referred to as "SRO") to EUSD facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SRO Program include:

1. Reduce incidents of school violence.
2. Maintaining a safe and secure environment on school grounds.
3. Reduction of criminal offenses committed by juveniles and young adults.
4. Establish a rapport between the SRO and the student population.

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5. Establish rapport between the SRO and parents, faculty, staff and administrators.

Moreover, the SRO will establish a trusting channel of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students' good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO *can provide assistance to* students and parents concerning problems they face as well as providing information on community resources available to them.

#### **SECTION 4. ORGANIZATIONAL STRUCTURE**

A. Composition. CITY shall assign one (1) full time law enforcement officer to serve as SRO for EUSD for the entire school year, and one (1) full time law enforcement officer to serve as SRO for EUSD 180 days a school year. CITY shall retain the exclusive right to exercise the customary functions of management. The SRO's will be certified by the State of California and meet all requirements as set forth by the California Police Officer Standards and Training.

B. Supervision. The administrative control of the SRO Program will be the responsibility of the CITY. Responsibility for the conduct of the SRO's, both personally and professionally, shall remain solely with CITY. The SRO's are employed and retained by the CITY, and in no event will be considered an employee of the EUSD. Day-to-day operation and scheduling for the combined annual 3,520 hours school is in session will be the responsibility of EUSD with the approval of CITY. The Police Department and the EUSD shall each name a contact person who will monitor the program. Each principal will designate a contact person for the school to facilitate communication.

#### **SECTION 5. PROCEDURES**

A. Selection. The SRO position will be filled per Police Department directives and selection process. The CITY will make the final selection of any SRO vacancy.

B. SRO Program Structure. The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference.

Under this framework, the SRO is first and foremost a law enforcement officer for the providing law enforcement agency. The SRO shall be responsible for carrying

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out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the law enforcement agency. All acts of commission or omission shall conform to the guidelines of the providing law enforcement agency directives.

School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school and staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

The SRO is not a formal counselor or educator, and will not act as such. However, the SRO may be used as a resource to assist students, faculty, staff, and all persons involved with the school. The SRO can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SRO may use these opportunities to build rapport between the students and the staff. The CITY recognizes, however, that the EUSD shall maintain full, final, and plenary authority over curriculum and instruction in the EUSD, including the instruction of individual students. The Parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the CITY or its employees, and the CITY and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

## **SECTION 6. DUTIES AND RESPONSIBILITIES**

### **A.SRO. The responsibilities of the SRO will include but are not be limited to:**

1. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the CITY. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-campus or off-campus, during school hours.
2. Complete reports and investigative crimes committed on campus.
3. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the EUSD. The SRO

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will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.

4. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.

5. The SRO will wear the CITY issued uniform with all normal accessories and equipment, including a CEW (Conducted Electrical Weapon), OC (pepper spray) and firearm. The Exeter Police Department Chief of Police or his designee may allow an exception to this rule at his/her discretion based on investigatory or policing needs.

6. The SRO shall be highly visible throughout the campus, yet be unpredictable in their movements. For officer safety reasons, the SRO shall not establish any set routing, which allows predictability in their movements and their locations.

7. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.

8. Comply with all laws, regulations, and school board policies applicable to employees of the EUSD, including but not limited to laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the SRO shall under no circumstances be required or expected to act or in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this agreement shall not be abridged, and remain in full effect.

9. Provide information concerning questions about law enforcement topics to students and staff.

10. Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug/alcohol abuse prevention education, and provide these presentations at the request of the school personnel in accordance with the established curriculum.

11. Prepare lesson plans necessary for approved-classroom instruction.
12. Provide supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the SRO's agency supervisor and a school administrator.
13. The SRO shall attend school special events as needed (for example, PTA meetings). Upon request and approval by the EUSD, any other expenses generated beyond the Scheduled workday (for example, school dances, football games, etc.) by the SRO or any other Exeter Police Officer in his/her absence, will be billed to the EUSD as they occur, by mailing an invoice within 30 days of the occurrence.
14. Attend law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize his/her absence from school on an instructional day.
15. Attend meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
16. The SRO will be familiar with all community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc. and may make referrals when appropriate.
17. It is the responsibility of the SRO to report schedule conflicts to the EUSD.

**B. SRO SUPERVISOR. The responsibilities of the SRO supervisor will include but are not be limited to:**

1. Coordinate work assignments of the SRO.
2. Ensure SRO compliance with CITY directives.
3. Coordinate scheduling and work hours of the SRO's (Vacation requests, sick leave, mandated training etc.)
4. Work with the schools to make any adjustments to the SRO program throughout the school year.
5. Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the schools designated contact person during the evaluation process.

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**C.EUSD. The responsibilities of the EUSD will include but are not limited to:**

1. The EUSD shall provide the SRO with a private, appropriately furnished and climate controlled office space at the schools that can be secured and is reasonably acceptable to the CITY. This shall include but is not limited to a desk with drawers, chair, filing cabinet for files and records which can be properly locked and secured, a telephone and computer.

2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals and objectives. Administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.

3. When school personnel discover weapons, drugs, alcohol, or the illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the Schools, the contraband shall be confiscated by the SRO according to Police Department policy and properly disposed of.

4. School personnel shall timely notify the SRO with the names of specific individuals who are not allowed on school property, and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student.

5. Work cooperatively with the CITY to make any needed adjustments to the SRO program throughout the year.

6. Provide the CITY with updated copies of all laws, rules, regulations, and school board policies applicable to employees of the School, including but not limited to laws, rules, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.

**SECTION 7. ENFORCEMENT**

Although the SRO has been placed in a formal educational environment, he/she are not relieved of the official duties as an enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with California state law and department policy. The SRO, CITY and the Tulare County District Attorney will have the final decision on whether criminal charges shall be filed.

The CITY will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

## **SECTION 8. FUNDING**

### **1. Salaries:**

EUSD shall pay on the first of the month and no later than the tenth of the month of the City of Exeter \$20,523 Per Month for a total of \$246,276 per annum towards the SRO's hourly rate and benefits and any overtime related to the SRO's school duties. CITY shall pay the remaining balance and any overtime related to non-SRO duties, at time and a half for the hourly wage for the officer. If the SRO's do not provide service to the District for 3,520 hours in a school year, other than for attendance at necessary trainings, the amount paid by the District shall be adjusted by a daily rate for the number of days service was not provided.

### **2. Supplemental Services:**

EUSD will provide school specific funding for vehicle decals and anything not normally supplied by CITY.

CITY will supply any Police Officer Standards and Training mandated training and law enforcement specific equipment pursuant to CITY policy.

## **SECTION 9. TERMINATION**

EUSD or CITY may terminate this agreement without cause any time after the effective date, by giving a thirty (30) day written notice to the other party. In the event of termination, EUSD shall compensate CITY for all costs to the date of termination. CITY shall continue to provide services after notice to terminate and during the thirty (30) day notice period unless EUSD, in the notice, requests CITY not perform Services. The notice shall be deemed given when personally delivered to the EUSD or CITY representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this agreement. In the event agreement is terminated pursuant to this section, the parties acknowledge that the amount owed pursuant to Section 8 will be prorated according to the months in the contract year that this agreement was in effect.

## **SECTION 10. INDEMNIFICATION**

1. EUSD shall indemnify, defend, and hold harmless CITY, its officers, officials, employees, and volunteers from and against all liability, claims, damage, cost, expenses, awards, fines, judgments, and

expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the CITY, or the gross or willful misconduct of the assigned officer.

2. The CITY shall indemnify, defend, and hold harmless EUSD, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the CITY or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

3. In the event of concurrent negligence on the part of EUSD or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

4. If EUSD rejects a tender of defense by the CITY and/or the assigned officer under this Agreement, and it is later determined that the CITY and/or the officer breached no duty of care and/or was immune from liability, EUSD shall reimburse the CITY and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the CITY and/or officer settles a liability claim, with or without participation by the EUSD.

5. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the CITY or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or duty to intervene) by the CITY or the assigned officer and the absence of the assigned officers and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the CITY nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

## **SECTION 10A. WORKERS' COMPENSATION LIABILITY**

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EUSD assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the CITY.

The CITY assumes worker's compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of the EUSD.

#### **SECTION 11. NOTICE**

Any notice consent or other communication in connection with the agreement shall be in writing and may be delivered in person, by mail or by email. If hand-delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

**If to the CITY:**  
**Chief of Police**  
**Exeter Police**  
**Department 100 N. C**  
**Street**  
**Exeter, CA 93221**

**If to the EUSD:**  
**Superintendent of**  
**Schools Exeter Unified**  
**School District 215 N.**  
**Crespi**  
**Exeter, CA 93221**

## **SECTION 12. INTEGRATION OF PRIOR TERMS AND CONDITIONS**

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Administrator or City Attorney or equivalent.

The indemnity sections shall survive termination or expiration of this Agreement.

## **SECTION 13. INDEPENDENT CONTRACTOR STATUS**

CITY, in the performance of this Agreement, shall be and act as an independent contractor. CITY understands and agrees that CITY and the CITY Parties shall not be considered officers, employees, agents, partners, or joint ventures of EUSD, and are not entitled to benefits of any kind or nature provided to employees of EUSD and/or to which EUSD's employees are entitled.

CITY agrees to advise everyone it designates or hires to perform any duty under this Agreement that they are not employees of EUSD.

## **SECTION 14. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the EUSD.

## **SECTION 15. WAIVER**

No delay or omission by EUSD or CITY in exercising any right under this agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the EUSD or CITY from any or further exercise of any right or remedy. Furthermore, the failure of EUSD or CITY to insist on strict compliance with any provision of this agreement will not be considered a waiver of any right to do so.

## **SECTION 16. RECORDS AND AUDIT**

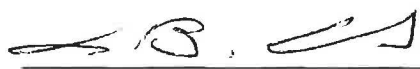
CITY shall maintain complete and accurate records with respect to the services rendered and

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the costs incurred under this agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, CITY shall make such records available to EUSD for the purpose of auditing and copying such records for a period of five years from the date of final payment under this agreement.

**SECTION 17. EXECUTION IN COUNTERPARTS**

This agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

  
\_\_\_\_\_  
Adam Ennis  
City Administrator

8/11/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
George Eddy  
Superintendent of EUSD

8/12/2024  
\_\_\_\_\_  
Date



## Agenda Item Staff Report

**Agenda Item Number:**

**J.1.**

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Second Reading: Ordinance No. 717, An Ordinance of the City of Exeter Repealing and Replacing Title 6 Animals, Chapters 6.04 through 6.16, and Adding Chapters 6.20, 6.22, 6.24 and 6.28 to the City of Exeter Code of Ordinances, Regarding Comprehensive Updates to the City's Animal Control Regulations.

**Submitting Department:**

City Attorney

**Contact Name:**

Julia Lew, City Attorney

**Department Recommendation:**

City Staff recommends that the City Council give second reading to Ordinance No. 717, an Ordinance of the City of Exeter repealing and replacing Title 6 Animals, Chapters 6.04 through 6.16, and Adding Chapters 6.20, 6.22, 6.24 and 6.28 to the City of Exeter Code of Ordinances, regarding comprehensive updates to the City's Animal Control Regulations, and adopt said Ordinance.

**Summary:**

City Council held the first reading of this Ordinance on December 9, 2025. This ordinance if approved repeals and replaces Title 6, Animals (Chapters 6.04–6.16) of the Exeter Municipal Code and additionally adds new Chapters 6.20, 6.22, 6.24, and 6.28. The update modernizes the City's animal control laws, keeps local regulations aligned with state law, promotes humane treatment, and strengthens enforcement authority for public health and safety.

**Background:**

The majority of the animal control regulations currently in effect were adopted in 1973, with the regulations governing dangerous/vicious animals adopted or revised on or about 2010. The regulations heavily relied upon and incorporated a Tulare County Ordinance that is no longer in

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

J.R.

effect – Tulare County made comprehensive revisions to and has also renumbered its regulations, rendering many of the City’s regulations difficult to follow or interpret.

The City of Exeter also contracts with the City of Visalia for animal control and sheltering services, and per the terms of that services contract needs to review and make changes to its regulations. In particular Exeter must adopt regulations that are consistent with Visalia’s requirements for spaying/neutering as a condition of a dog or cat’s release from the Shelter and must ensure the authority of a contracting entity to issue citations to enforce certain code enforcement violations such as leash requirements and excessive noise. Furthermore, the City’s regulations should be compatible with Visalia’s requirements for the impoundment of dangerous/vicious dogs, animal licensing requirements and fees, and commercial kennel and breeding. Visalia’s relatively recently revised regulations also provided a decent template for the other updates needed for Exeter, as a springboard for Council discussion and consideration.

**Fiscal Impact:**

It is not expected that the changes would cause a substantial change to the current budget, and it is possible the City would see some savings given the provisions to adopt updated fees to cover fees and costs for dangerous animal administrative hearings and associated care of impounded animals costs.

**Prior City Council Actions:**

The City Council considered the draft comprehensive revisions on October 14, 2025, and directed staff to set the public hearing for the first reading of the Ordinance, with minor clarifications concerning exemptions from the maximum animal numbers permitted when temporarily fostering.

City Council duly held the first reading of the Ordinance on December 9, 2025.

**Attachments:**

- Current Title 6 Animals Chapters of the Municipal Code
- Draft Ordinance No.717

**Recommended motion to be made by the City Council:**

I move to adopt Ordinance No. 717 repealing and replacing Title 6 of the Exeter Code of Ordinances (Animals), and waiving further reading thereof, with the ordinance to become effective 30 days after the passage.

## Title 6 - ANIMALS

## CHAPTER 6.04. - ADOPTION OF COUNTY ORDINANCES

Sections:

## 6.04.010 - Generally.

Pursuant to the provisions of Section 30501 of the Food and Agricultural Code of the state, the city council does designate the police department of the city, or any other municipality or nonprofit corporation which is authorized and empowered by law to do so, as the council may, from time to time, designate upon the execution of appropriate written agreements, to apply and enforce the provisions of Chapter 4 of Part IV of the Ordinance Code of Tulare County and the provisions of this chapter, within the city.

(Ord. 369 §1, 1978; Ord. 537 §1, 1994)

## 6.04.020 - Adopted.

All of the provisions of Chapter 4 of Part IV of the County Ordinance Code, as last amended by County Ordinance 2081, are referred to, adopted as a city ordinance, and made a part of this chapter with the same effect as if fully set forth in this chapter, and all of the provisions thereof shall be applicable within the boundaries of the city.

(Ord. 369 §2, 1978)

## 6.04.030 - Violation—Penalty.

- A. Any person violating any of the provisions of Sections 4451, 4452 and 4475 of said Chapter 4 of Part IV of the County Ordinance Code shall be guilty of a misdemeanor and shall be punishable by a fine of not more than five hundred dollars, or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.
- B. Any person violating any of the provisions of Section 4430 of said Chapter 4 of Part IV of the County Ordinance Code shall be guilty of an infraction and shall be punished upon a first conviction by a fine not less than ten dollars and not exceeding fifty dollars, and for a second conviction within a period of one year by a fine not less than ten dollars and not exceeding one hundred dollars, and for a third or any subsequent conviction within one year by a fine not less than ten dollars and not exceeding two hundred fifty dollars.
- C. Any person violating any of the provisions of Section 4439 of said Chapter 4 of Part IV of the County Ordinance Code shall be guilty of an infraction and shall be punished upon a first conviction by a fine not less than five dollars and not exceeding fifty dollars, and for a second

conviction within a period of one year by a fine not less than five dollars and not exceeding one hundred dollars, and for a third or any subsequent conviction within one year by a fine not less than five dollars and not exceeding two hundred fifty dollars.

- D. Any person violating any of the provisions of said Chapter 4 of Part IV of the County Ordinance Code, other than Sections 4430, 4439, 4451, 4452 and 4475, shall be guilty of an infraction and shall be punishable upon a first conviction by a fine not exceeding fifty dollars, and for a second conviction of the same provisions within a period of one year by a fine of not exceeding one hundred dollars, and for a third or any subsequent conviction of the same provision within a period of one year by a fine of not exceeding two hundred fifty dollars.

(Ord. 369 §3, 1978)

## CHAPTER 6.08. - DOG CONTROL

### Sections:

#### *Footnotes:*

--- (1) ---

**State Law reference**— *Provisions authorizing cities to impose an annual license fee on dogs, Gov. Code §38792; Regulation and licensing of dogs, Food and Agric. Code §30501 et seq.; Rabies control, Health and Safety Code §1900 et seq.*

### 6.08.010 - Short title.

The ordinance codified in this chapter shall be known as the "Dog Ordinance."

(Ord. 297 §1.01, 1973)

### 6.08.020 - General provisions.

- A. Whenever any reference is made to any portion of this chapter, such reference applies to all amendments and additions thereto hereafter made.
- B. Whenever any reference is made to any portion of Chapter 6.04 adopting by reference that portion of the County Ordinance Code concerning the licensing and control of dogs and control of rabies, such reference applies to all amendments and additions to the chapter and to the County Ordinance Code hereafter made.
- C. The present tense includes the past and future tenses, and the future tense includes the present. Each gender includes the other two genders.
- D. The singular number includes the plural, and the plural number includes the singular.
- E.

Whenever a power is granted to or a duty is imposed upon the poundmaster or other public officer, the power may be exercised or the duty may be performed by a deputy of the officer or by a person authorized pursuant to law by the officer, unless this chapter expressly provides otherwise.

(Ord. 297 §1.0(m)—(q), 1973)

#### 6.08.030 - Definitions.

For the purpose of this chapter, unless it is plainly evident from the context that a different meaning is intended, certain terms used in this chapter are defined as follows:

- A. "At large" means a dog off the premises of its owner and not controlled by a person who under the circumstances is competent to manage the dog.
- B. "City" means the city of Exeter.
- C. "Dog" includes female as well as male dogs.
- D. "Dog pound" means any facility operated by a humane society, a municipal agency, or other agency designated by the city for the purpose of impounding or caring for animals held under the authority of this chapter or state law.
- E. "In violation of the law" refers to a dog whose presence or conduct is contrary to anything which this chapter or any other ordinance or law prohibits an owner from permitting his dog to do.
- F. "License tag" means the annual license tag issued by the county for the control of dogs.
- G. "Owner" means any person, firm or corporation owning, having an interest in, or having control or custody or possession of any dog.
- H. "Person" includes any person, partnership, corporation, trust and association of persons.
- I. "P.O.T.A." means the state-imposed peace officer training assessment.
- J. "Poundmaster" means any regular or reserve police officer employed by the city, or any other police department of a municipality, or any nonprofit corporation which is authorized and empowered by law to serve in such capacity, as may from time to time be designated by the city council.
- K. "Premises" means a house, other dwelling, a yard or other area or an automobile so enclosed as to prevent a dog from escaping.
- L. "Stray dog" means any dog at loose or not confined to the owner's premises.

(Ord. 297 §1.02(a)-(l), 1973; Ord. 512 §§1, 2, 1991; Ord. 537 §2, 1994)

#### 6.08.040 - License required.

Every person owning or having control, custody, or possession of any dog within the limits of the city shall procure a license for each such dog over four months of age, the license to be issued by the county in accordance with that portion of the County Ordinance Code concerning the licensing and control of dogs

and control of rabies and adopted by reference by Chapter 6.04.

(Ord. 297 §3.01, 1973)

#### 6.08.050 - Unlawful acts.

A. It is unlawful for the owner, as defined in this chapter, of a dog to do any of the following:

1. Permit a dog to be at large;
2. Permit a dog to enter or be in any food establishment, including restaurant, coffee shop, food store, grocery, or meat market;
3. Permit a vicious dog or female dog while in season to be off the premises as defined in this chapter, even while under the control of a competent person;
4. Keep any dog, even on his premises, if he has reason to believe that such dog is dangerous or vicious;
5. Keep a dog which, by habitual howling, yelping, whining or barking, disturbs or annoys other persons in the neighborhood. The same is declared to be a nuisance and each day it continues constitutes a separate offense;
6. Keep more than three dogs over four months of age within two hundred feet of any dwelling which is occupied by anyone other than such owner and the members of his household. The same is declared to be a nuisance and each day it continues shall constitute a separate offense;
7. Permit a dog to trespass upon or damage any property or thing of value, including lawns and gardens or anything growing thereon or therein, by digging or otherwise, or to defecate or urinate upon any property excepting only property occupied by such owner. The same is declared to be a nuisance, and each day it continues shall constitute a separate offense;
8. Permit a dog to molest, threaten, or bite any person;
9. Bring to the city, or keep in the city, any dog which he knows has lived in an area which was officially designated a rabies area at the time of the dog's departure from that area.

B. All fines for offenses under this section are subject to the fines as defined in the Section 6.08.150.

(Ord. 297 §4.01, 1973)

#### 6.08.051 - Leash-free dog area.

The city of Exeter has created a designated fenced area, located at 136 S.F Street, City of Exeter, where dogs will be allowed to be off-leash, notwithstanding the prohibition contained in Section 6.08.040.1. The following rules and regulations shall apply to the use of said off-leash area by owners and their dogs:

- 1.

Owners are legally responsible for their dog(s) and any injuries caused by their dog(s). Use of the dog area is at owner's risk.

2. No dog(s) under the age of four months shall be allowed in an off-leash dog area.
3. All dogs must have current vaccinations as required in Section 6.08.040 of the Exeter Municipal Code.
4. All dogs must be licensed. All licenses must be on the dogs' collar and the collar must be on the dog at all times.
5. No dog(s) in heat are allowed within the off-leash dog area.
6. Owners may not have more than three dogs with them in the off-leash dog area at any given time.
7. Dogs shall be escorted to and from the off-leash area on a leash which does not exceed six feet in length.
8. Owners are responsible for the immediate removal of fecal matter deposited in the off-leash area by their dog(s). All feces must be properly disposed of in the receptacles provided within the off-leash area.
9. No aggressive dogs are allowed within the off-leash dog area. A dog displaying aggressive behavior to people or dogs is required to immediately leave the park for that day.
10. No children under the age of ten are allowed in the off-leash dog area. Children ages ten—fourteen must be accompanied by an adult.
11. Sports activities, bicycles, picnics, etc., are not permitted in the off-leash dog area.
12. The city of Exeter Animal Control, Code Enforcer, and Police Officer shall have the right to enter an off-leash dog area and enforce all animal control regulations by the authority given to them under Chapter 6.08 of the Exeter Municipal Code.
13. Violators of the above-stated rules may be removed from the park and park privileges may be suspended.
14. The city of Exeter reserves the right to close the off-leash dog areas.
15. Dogs shall not be left unattended in the off-leash dog area. Handler must be with the dog(s) at all times.
16. The city of Exeter can make special reservations for events and/activities such as shot clinics and/or agility competitions, etc.

(Ord. No. 655, §1, 2-8-2011)

6.08.060 - Picking up stray dog—Reporting.

- A. Every person except the poundmaster who picks up or accepts from another person not the owner thereof any stray dog or any dog of which he is not the owner shall, within twelve hours thereafter, give notice to the poundmaster of the city of:
1. The fact that he has such dog in his possession;
  2. A complete description of the dog;
  3. Whether or not the dog has a license tag, and if so the city or county which issued the same and the number thereof;
  4. The place where such dog is kept.
- B. Each such person, or any other person who has the custody of such dog shall, at the request of the poundmaster, deliver such dog to the poundmaster without fee or charge, and the poundmaster shall thereupon hold and dispose of the dog in the same manner as if such dog has been found at large and impounded by him.

(Ord. 297 §4.02, 1973)

#### 6.08.070 - Biting by dog—Quarantine.

Whenever an owner knows or is informed that his dog has bitten any person, he shall promptly notify the poundmaster of that fact and of the name and address of the person bitten, if known, and the dog shall be quarantined in accordance with that portion of the County Ordinance Code concerning the licensing and control of dogs and control of rabies and adopted by reference by Chapter 6.04.

(Ord. 297 §4.03, 1973)

#### 6.08.080 - Rabies.

Whenever an owner knows or is informed or has reason to believe that his dog has rabies, or that his dog has been bitten by any animal known to have or suspected to have rabies, such owner shall promptly notify the poundmaster of such fact, and give such additional information as he has regarding the matter, and surrender the dog to the poundmaster.

(Ord. 297 §4.04, 1973)

#### 6.08.090 - Redemption of impounded dogs.

The owner of any dog at the time it is so impounded may redeem the same in accordance with that portion of the County Ordinance Code concerning the licensing and control of dogs and control of rabies adopted by reference by Chapter 6.04.

(Ord. 297 §5, 1973)

#### 6.08.100 - Maintenance of premises.

Every person owning or occupying premises where any dog is kept shall keep the pen, building, or place in which the dog is kept in a clean and sanitary condition.

(Ord. 297 §6.01, 1973)

#### 6.08.110 - Dangerous and vicious dog.

##### *6.08.110.1 Dangerous dog.*

###### Level 1

- (a) Any dog which, when unprovoked engages in any behavior that requires a defensive action by any person to prevent bodily injury while the person is upon public property or lawfully upon private property.
- (b) Any dog which, when unprovoked attacks and/or causes any minor injury, either directly or indirectly to any dog that is lawfully upon public or private property.

###### Level 2

- (a) Any dog which, when unprovoked attacks and/or causes any minor to moderate injury, either directly or indirectly to any human that is lawfully upon public or private property.
- (b) Any dog which, when unprovoked attacks and/or causes moderate to serious injury, either directly or indirectly to any dog that is lawfully upon public or private property.

##### *6.08.110.2 Vicious dog.*

- (a) Any dog which, when unprovoked attacks and/or causes severe injury or death, either directly or indirectly to any human that is lawfully upon public or private property.
- (b) Any dog which, when unprovoked attacks and/or causes the death, either directly or indirectly to any dog that is lawfully upon public or private property.

##### *6.08.110.3 Dog impound.*

- (a) The officer shall summarily declare any dog to be vicious whenever there is evidence the dog has attacked, bitten or caused injury to any human or other dog.
- (b) Whenever possible, the dog control officer shall first obtain signed statements from the victim, complainant and/or witnesses prior to impoundment.
- (c) The officer shall impound the dog pending humane destruction, complete and provide a copy of a dangerous or vicious dog notice of impound to the dog owner.

(d)

The dog control officer shall provide the owner with a request for a dangerous or vicious dog hearing. The owner must complete and submit the request for a hearing to the dog control officer within six business days to request a hearing and avert the dogs' destruction.

- (e) Upon receipt of a valid request for a dangerous or vicious dog hearing, the dog control officer shall halt the destruction order and schedule a hearing with the hearing officer and shall notify the dog owner with the date, time and location of the hearing within two business days upon scheduling. The notification shall be delivered to the owner in a sealed envelope of the City of Exeter and the owner shall sign for receipt. The owner shall forfeit the right to a hearing for failing to request a hearing within the specified time pursuant to subsection (d) above.

#### *6.08.110.4 Waive of hearing.*

The dog owner may waive his or her right to a hearing and accept the hearing officer's decision at anytime. The owner shall sign a Hearing Waiver acknowledging the intent to forego the hearing.

#### *6.08.110.5 Pre-hearing bond.*

- (a) If the owner requests a hearing pursuant to Section 6.08.110.3(e), the owner shall provide a three hundred dollar bond to the city for the care and maintenance of the dog during the hearing process. The bond shall be presented upon submission of a request for a dangerous or vicious dog hearing and shall be nonrefundable if the dog is found to be vicious.
- (b) If the dog is found to be dangerous and returned to the owner, the owner shall be responsible to pay all fees due to the dog shelter prior to redemption.
  - (1) If the fees are greater than the required bond, the owner shall be responsible for the remainder. A lien shall remain upon the dog until such fees are paid.
  - (2) If the fees are less than the required bond, the remainder shall be refunded to the owner.
- (c) If the dog is found not dangerous or vicious, the entire bond shall be returned to the owner.

#### *6.08.110.6 Hearing.*

- (a) A hearing requested in accordance with Section 6.08.110.3(e), shall be conducted before a hearing officer.
- (b) The hearing shall be open to the public. The owner may, at his or her expense, employ a shorthand reporter to report the hearing and/or be represented by counsel. All persons providing testimony or providing evidence shall be sworn before commencement. The hearing shall be tape recorded. The hearing officer shall hear all pertinent evidence offered by all interested parties. The technical rules of evidence shall not be applicable to the hearing, except that the hearing officer's decision may not be based wholly on hearsay evidence. Each side shall have the right to call and examine witnesses; to introduce exhibits; to cross-

examine opposing witnesses on any matter relevant to the issues at the hearing. If the owner does not testify on his or her behalf, he or she may be called and examined as if under cross-examination (except where criminal charges are pending or if it is possible that such charges may be brought against the owner.) The owner has the right to rebut the evidence against him or her. The owner's dog shall be presumed to be vicious and the burden is on the owner to present evidence that the dog is not.

- (c) In making a determination that a dog is dangerous or vicious, the hearing officer shall consider the following evidence:
  - (1) The nature and extent of injuries inflicted as determined by a licensed physician or veterinarian;
  - (2) The nature and extent of the attack;
  - (3) The location of where the attack occurred;
  - (4) The presence or absence of any provocation for the attack;
  - (5) Any previous history (reported or unreported) of the dog attacking, biting or causing injury to humans or other dogs;
  - (6) Whether the dog exhibits an aggressive temperament or unpredictable behavior in the presence of humans or other dogs;
  - (7) Whether the dog exhibits any characteristics of being trained to fight or attack or any other evidence to show such training;
  - (8) Any other relevant evidence concerning the dog.

*6.08.110.7 Hearing decision.*

- (a) At the conclusion of the hearing, the hearing officer shall review all evidence and determine the dog is:
  - (1) Not a dangerous or vicious dog and should be returned to the owner;
  - (2) A dangerous dog level I or II and that the conditions of ownership pursuant to Section 6.08.110.11 shall be enforced;
  - (3) A vicious dog and shall be humanely destroyed.
- (b) The hearing officer shall issue a notice of decision in writing within five business days. The notice of decision shall be delivered to the owner in a sealed envelope, either personally at Exeter City Hall or by U.S. Postal Certified Mail return receipt requested at the address appearing upon the request for a dangerous or vicious dog hearing. A copy of the decision shall be delivered to the dog control officer.
- (c) If the hearing officer declares the dog dangerous level I or II, the owner shall sign an ownership compliance and understanding accepting the conditions of ownership of a dangerous dog within five business days of receipt of the notice of decision.

- (d) If the hearing officer declares the dog to be vicious, the dog shall be humanely destroyed on the fifth business day following notification of the owner.

*6.08.110.8 Right of appeal.*

The owner of the dog shall have the right to contest the notice of decision issued by the hearing officer. The owner shall within five business days following receipt of the notice advise the hearing officer and the dog control officer in writing of his or her intent to appeal the decision. The owner shall appeal the decision of the hearing officer pursuant to Section 1094.6 of the California Code of Civil Procedure where and to the extent said section may be applicable.

*6.08.110.9 Disposition of dog.*

Any dog impounded and declared to be a dangerous or vicious shall be humanely destroyed upon occurrence of any of the following:

- (1) Expiration of six business days from the date of impoundment without receipt of a request for a dangerous or vicious dog hearing pursuant to Section 6.08.110.7(d) from the dog owner;
- (2) Expiration of five business days from the receipt of the hearing officer's decision that the dog is vicious pursuant to Section 6.01.110.7(a)(3), unless the owner has filed an action with the county superior court seeking judicial review;
- (3) Expiration of five business days from receipt of the hearing officer's decision that the dog is dangerous pursuant to Section 6.01.110.7(a)(2) and the owner has not complied with Section 6.01.110.7(c);
- (4) Expiration of ten business days following the entry of an order by the Tulare County Superior Court upholding the decision of a hearing officer that the dog is vicious.

The dog control officer shall sign an order authorizing the destruction.

*6.08.110.10 Dangerous or vicious dog exceptions.*

- (a) No dog shall be impounded, if any injury or damage is sustained by a person who, at the time the injury or damage was sustained, was committing a willful trespass, or was committing or attempting to commit a crime or other tort upon the premises occupied by the owner of the dog.
- (b) No dog shall be impounded, if the dog was protecting or defending a person within the immediate vicinity of the dog from an unlawful attack or assault.
- (c) No dog shall be impounded, if any injury or damage is sustained by a person who, at the time the injury or damage was sustained, was teasing, tormenting, abusing, or assaulting the dog.
- (d)

No dog utilized by any police department or any law enforcement officer shall be impounded or declared a dangerous or vicious dog for any injury or damage sustained by any person, if the injury or damage was sustained in the performance of police work.

*6.08.110.11 Conditions of ownership of a dangerous or vicious dog.*

Level 1

- (a) The following conditions shall be inspected, verified or enforced by the animal control officer. The dog owner shall accomplish the following conditions at the owner's expense on or before the time period/s specified.
- (b) The owner of a dog determined to be dangerous or vicious, may be prohibited by the city from owning, possessing, controlling, or having custody of any dog for a period of up to three years, when it is found that these conditions are not being met:
  - (1) Only one dangerous or vicious dogs is allowed per household.
  - (2) Acquire rabies vaccination within ten business days;
  - (3) Microchip the dog within ten business days for dog tracking;
  - (4) The dog must be spayed or neutered within sixty days. The dog shall not be bred or permitted to give birth prior to the surgical altering of the dog. The owner shall immediately notify the dog control officer, if the dog is accidentally bred or has been diagnosed by a licensed veterinarian as being pregnant;
  - (5) Obtain a dangerous dog permit from the city prior to release (the permit is nontransferable and only valid at the location/address specified upon the request for a dangerous or vicious dog hearing or upon the location allowed by the hearing officer);
  - (6) At all times securely contain the dog within the residence, in a secure enclosure capable of containing the dog or by appropriate restraint. All gates leading into the enclosure must be padlocked to preclude the escape of the dog. If the dog is kept within the residence the owner shall preclude the dog from bolting out any door when opened;
  - (7) If the dog is kept within an enclosure, the enclosure shall be maintained by the owner and shall be inspected daily by the owner, and maintained when needed;
  - (8) Post a sign on every gate or entryway of the property where the dog is maintained. Such notice shall either be purchased from the city or be approved by the city. The notice shall state:
    - (a) Be no less than twenty-four inches by twenty inches;
    - (b) "Beware Dangerous Dog" in three-inch letters in high contrast on a black background;
    - (c) In both English and Spanish.
  - (9)

The dog must be muzzled, restrained by a substantial leash not exceeding eight feet in length and under the control of an adult eighteen years or older whenever the dog is off the property. All other dogs shall be placed into an appropriate dog carrier when removed from the property. At no time shall a dog be left unattended when off the property of the owner;

- (10) Possess and maintain general liability insurance or a "personal umbrella liability policy" from an insurer licensed to practice in the State of California, in a single incident amount of not less than twenty-five thousand dollars for each dog declared dangerous covering property damage and bodily injury caused by dangerous dogs for as long as he or she owns, keeps or harbors the dog. The policy shall contain a provision requiring that the City of Exeter be notified by the insurance company upon cancellation, termination or expiration of the policy. Proof of such insurance shall be filed with dog control;
- (11) A probationary period of three years; in which, the owner must maintain and comply with the conditions of ownership;
- (12) Written authorization must be obtained from the property owner (if not the dog owner) or rental/lease agency to keep, maintain or house the dog;
- (13) Exeter Animal Control shall have the right to conduct no notice inspections to ensure compliance with this section;
- (14) The hearing officer may require additional conditions or restrictions upon the ownership of the dog. The hearing officer shall not delete or modify present conditions;
- (15) Training will be required of the owner and the animal, and the hearing officer, in consultation with the animal control officer, shall set a probationary period and shall set the terms and conditions of the training and other tasks to be completed by the owner during such period. Owner must submit evidence to the animal control officer of successful completion of training during probationary period.

## Level 2

- (a) The following conditions shall be inspected, verified or enforced by the animal control officer. The dog owner shall accomplish the following conditions at the owner's expense on or before the time period/s specified by these conditions.
- (b) The owner of a dog determined to be dangerous or vicious, may be prohibited by the city from owning, possessing, controlling, or having custody of any dog for a period of up to three years, when it is found that these conditions are not being met:
  - (1) Only one dangerous or vicious dog is allowed per household.
  - (2) Acquire rabies vaccination within ten business days;
  - (3) Microchip the dog within ten business days for dog tracking;
  - (4)

The dog must be spayed or neutered within sixty days. The dog shall not be bred or permitted to give birth prior to the surgical altering of the dog. The owner shall immediately notify the dog control officer, if the dog is accidentally bred or has been diagnosed by a licensed veterinarian as being pregnant;

- (5) Obtain a dangerous dog permit from the city prior to release (the permit is nontransferable and only valid at the location/address specified upon the request for a dangerous or vicious dog hearing or upon the location allowed by the hearing officer);
- (6) At all times securely contain the dog within the residence, in a secure enclosure capable of containing the dog or by appropriate restraint. All gates leading into the enclosure must be padlocked to preclude the escape of the dog. If the dog is kept within the residence the owner shall preclude the dog from bolting out any door when opened;
- (7) If the dog is kept within an enclosure, the enclosure shall be maintained by the owner and shall be inspected daily by the owner, and maintained when needed;
- (8) Post a sign on every gate or entryway of the property where the dog is maintained. Such notice shall either be purchased from the city or be approved by the city. The notice shall (state):
  - (a) Be no less than twenty-four inches by twenty inches;
  - (b) "Beware Dangerous Dog" in three-inch letters in high contrast on a black background;
  - (c) In both English and Spanish.
- (9) The dog must be muzzled, restrained by a substantial leash not exceeding eight feet in length and under the control of an adult eighteen years or older whenever the dog is off the property. All other dogs shall be placed into an appropriate dog carrier when removed from the property. At no time shall a dog be left unattended when off the property of the owner;
- (10) Possess and maintain general liability insurance or a "personal umbrella liability policy" from an insurer licensed to practice in the State of California, in a single incident amount of not less than one hundred thousand dollars for each dog declared dangerous covering property damage and bodily injury caused by dangerous dogs for as long as he or she owns, keeps or harbors the dog. The policy shall contain a provision requiring that the City of Exeter be notified by the insurance company upon cancellation, termination or expiration of the policy. Proof of such insurance shall be filed with dog control;
- (11) Written authorization must be obtained from the property owner (if not the dog owner) or rental/lease agency to keep, maintain or house the dog;
- (12) A probationary period of five years, in which, the owner must maintain and comply with the conditions of ownership;
- (13)

Exeter Animal Control shall have the right to conduct no notice inspections to ensure compliance with this section;

- (14) The hearing officer may require additional conditions or restrictions upon the ownership of the dog. The hearing officer shall not delete or modify present conditions;
- (15) Training will be required of the owner and the animal, and the hearing officer, in consultation with the animal control officer, shall set a probationary period and shall set the terms and conditions of the training and other tasks to be completed by the owner during such period. Owner must submit evidence to the animal control officer of successful completion of training during probationary period.

*6.08.110.12 Transfer of ownership.*

It shall be unlawful for the owner to give away, sale [sell] or relocate any dog, which has been declared a dangerous dog while the dog is currently under probation. Transfer of ownership or relocation must be approved prior to transfer by the city administrator. Current and future owner must complete and sign the transfer of ownership. The new owner must accept all conditions of ownership. Any person violating the provisions of this section shall be guilty of an infraction punishable by a fine of five hundred dollars per day of violation.

*6.08.110.13 Violation of probation.*

It shall be unlawful for the owner of any dog declared dangerous to violate any of the probationary terms set forth in the conditions of ownership of a dangerous dog. Any violation shall result in the immediate impoundment of the dog. The dog shall be summarily declared a vicious dog and humanely destroyed. Any person violating the provisions of this section shall be guilty of a misdemeanor punishable by imprisonment in the county jail not to exceed six months or by a fine of one thousand dollars or by both fine and imprisonment.

(Ord. 297 §6.02, 1973; Ord. No. 652, 5-11-2010)

6.08.120 - Poundmaster—Enforcement.

- A. The poundmaster shall enforce all of the laws of the city, county and state relating to the care, treatment and impounding of dogs. Furthermore, it is the duty of the poundmaster to file legal complaints against dog owners when the same appears to be in the public interest.
- B. It is made the duty of the poundmaster, whether enumerated as a duty or not, to enforce any other sections of this chapter or any provisions of Chapter 6.04, which adopts by reference that portion of the County Ordinance Code concerning the licensing and control of dogs and control of rabies, and any amendments and additions thereto hereafter made.

(Ord. 297 §§2.01, 2.06, 1973)

#### 6.08.130 - Poundmaster—Impoundment—Posting of notice.

Promptly upon the impounding of a dog, the poundmaster shall post in the lobby of the city hall a description of the dog and the approximate time that the dog was taken into possession. No other attempt need be made to notify the owner unless the dog is wearing a license tag issued by the county, in which case a card or letter shall be promptly mailed to the owner as shown by the county dog license records.

(Ord. 297 §2.02, 1973)

#### 6.08.140 - Poundmaster—Impoundment—Payment for reclamation.

The owner of any impounded dog shall have the right to reclaim the same at any time prior to the lawful disposition thereof, upon payment to the poundmaster of the fines and charges hereinafter provided in this chapter.

(Ord. 297 §2.03, 1973)

#### 6.08.150 - Impoundment—Fines and charges.

- A. The fines and charges for violators of the provisions of this chapter, in addition to those fines and charges required to be paid to the county upon impounded dogs, are as follows:
1. Any offense, ten dollars minimum and five hundred dollars maximum;
  2. For the purposes of this section, the court may consider as prior offenses only those violations which have occurred within a three-year period prior to the present offense.
- B. No dog shall be surrendered by the poundmaster until all fines and charges have been paid in full.

(Ord. 297 §2.08, 1973; Ord. 350 §2, 1977)

#### 6.08.160 - Poundmaster—Impoundment—Destruction of unfit or dangerous dog.

It shall be the duty of the poundmaster, and he is authorized and empowered, to forthwith destroy any dog lawfully impounded which is by reason of age, disease or other cause, unfit for further use, or is dangerous to keep impounded.

(Ord. 297 §2.09, 1973)

#### 6.08.170 - Poundmaster—Right to enter premises.

The poundmaster is authorized to enter upon any premises for the purpose of taking up, seizing or impounding any dog which, according to the provisions of this chapter, he is authorized to seize and impound, except that the poundmaster shall not seize or impound a dog for violation of Section 6.08.050

when the dog has not strayed from and is upon private property owned by the dog owner or the person who has a right to control the dog, or upon private property to which the dog owner or person who has a right to control the dog has a right of possession. Furthermore, a dog that has strayed from but then returned to the private property of his owner or the person who has a right to control the dog shall not be seized or impounded, but in such a case a citation may be issued; provided, however, that if in such a situation the owner or person who has a right to control the dog is not home, the dog may be impounded, but the poundmaster shall post a notice of such impounding on the front door of the living unit of the owner or person who has a right to control the dog. Such notice shall state the following: That the dog has been impounded, where the dog is being held, the name, address, and telephone number of the agency or person to be contacted regarding release of the dog, and an indication of the ultimate disposition of the dog if no action to regain it is taken within a specified period of time by its owner or by the person who has a right to control the dog.

(Ord. 297 §2.04, 1973; Ord. 350 §1, 1977)

#### 6.08.180 - Exhibition of license.

No person shall fail or refuse to exhibit the registration of any dog required to be licensed by the county when requested to do so by the poundmaster.

(Ord. 297 §2.05, 1973)

#### 6.08.190 - Interference with poundmaster prohibited.

No person shall interfere with the poundmaster or his deputies in the performance of their official duties.

(Ord. 297 §2.07, 1973)

#### 6.08.200 - Conflict with county ordinance.

If any portion of this chapter is in conflict with that portion of the County Ordinance Code concerning the licensing and control of dogs and control of rabies which was adopted by reference by Chapter 6.04, the County Ordinance Code shall prevail.

(Ord. 297 §6.05, 1973)

#### 6.08.210 - Violation—Penalty.

Any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of an infraction of the law, and upon conviction thereof shall be punishable as defined in Section 6.08.150. Each person shall be deemed guilty of a separate offense for every day during any portion of which any

violation of any provision of this chapter is committed, continued or permitted by such person, firm, or corporation and shall be punishable therefor as provided by this chapter.

(Ord. 297 §6.04, 1973)

## CHAPTER 6.12. - ISSUANCE OF CITATIONS

### Sections:

#### *Footnotes:*

--- (2) ---

**State Law reference**— *For statutory provisions on the qualifications and authority of humane officers, see Civil Code §§607f and 607g.*

### 6.12.010 - Generally.

All employees of the police department of the city, or any other municipal police department within the county, and employees of nonprofit corporation who have qualified as humane officers pursuant to Section 607(f) of the Civil Code of the state, shall have authority to issue notices to appear in court pursuant to Chapters 6.04, 6.08 and this chapter of the Exeter Municipal Code. The authorization to issue notices to appear granted to other municipal police department personnel and/or nonprofit corporation employees who have qualified as humane officers, shall continue in effect only so long as an agreement is in effect between the city and such other municipality or nonprofit corporation under which said other entity provides animal control services to the city.

(Ord. 328 §1, 1975; Ord. 537 §3, 1994)

## CHAPTER 6.16. - FOWL AND OTHER ANIMALS

### 6.16.010 - Number of fowl and other animals.

- A. Not more than ten animals, in all, including hares, rabbits and guinea pigs shall be kept on any residential parcels within the city.
- B. Not more than ten birds, in all, including pigeons, doves, chickens, ducks, game birds or similar fowl shall be kept on any residential properties within the city. Roosters are not permitted on any properties within the city limits other than those parcels that are zoned RA (rural residential), UR (urban reserve) or A (agriculture) districts.
- C. Birds, excluding the above-listed birds, kept as household pets are permitted in all residential districts.

(Ord. No. 661 §1, 2013)

6.16.020 - Prohibited animals.

A. The following animals are prohibited within the city limits, excluding properties that are zoned to the RA (rural residential), UR (urban reserve) or A (agriculture) districts:

1. Swine;
2. Cattle, sheep, goats, and other members of the bovine and ovine families;
3. Horses;
4. Reptiles and amphibians as defined in the California Fish and Game Code;
5. Turkeys, geese and roosters.

(Ord. No. 661 §1, 2013)

6.16.030 - Containment.

A. All permitted fowl and other animals shall be housed in cages, hutches, or coops that shall be maintained in a clean and sanitary condition at all time.

B. All cages, hutches and coops shall be located in the rear yard area of parcels in residential districts.

(Ord. No. 661 §1, 2013)

**ORDINANCE NO. 717**

**AN ORDINANCE OF THE CITY OF EXETER REPEALING AND REPLACING TITLE 6 ANIMALS, CHAPTERS 6.04 THROUGH 6.16, AND ADDING CHAPTERS 6.20, 6.22, 6.24, AND 6.28 TO THE CITY OF EXETER MUNICIPAL CODE**

**WHEREAS**, the City of Exeter’s animal control regulations were adopted as early as 1973, with some additional revisions made in 1994 and 2010, and heavily relied upon and incorporated provisions from the Tulare County animal control ordinance that has since been extensively revised and renumbered; and

**WHEREAS**, the City Council of the City of Exeter finds that a comprehensive update to the City’s regulations in order to modernize the City’s animal control laws, keep local regulations aligned with State law, promote humane treatment of animals, and strengthen the City’s enforcement authority for the public health and safety.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EXETER, CALIFORNIA DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** Title 6 Animals, Chapters 6.04 through 6.16 of the City of Exeter Code of Ordinances (Municipal Code) are hereby repealed in their entirety.

**SECTION 2.** Title 6, Chapter, Chapters 6.04, 6.08, 6.12, 6.16, 6.20, 6.22, 6.24, and 6.28 are hereby added to the City of Exeter Code of Ordinances as follows:

**TITLE 6 ANIMALS**  
**CHAPTER 6.04. GENERAL PROVISIONS**

Sections:

- 6.04.010 Definitions.
- 6.04.020 Poundmaster.
- 6.04.030 Records.
- 6.04.040 Animal care center.
- 6.04.050 Impounding animals.
- 6.04.060 Right to enter premises.
- 6.04.070 Interference with duties.
- 6.04.080 Duties of animal control officer.
- 6.04.090 Authority of animal control officer.
- 6.04.100 Penalties.

**6.04.010 Definitions.**

As used in this title, the following terms are defined:

“Abandon” means to completely forsake and desert an animal previously under the custody or possession of a person, without making reasonable arrangements to provide for its proper care, sustenance, shelter and medical care or fails to lawfully surrender the animal after made aware of its impoundment.

“Aggressive” means showing a readiness or having a tendency to attack or to do harm to a human being or animal.

“Altered” for a female, means having been spayed; for a male means having been neutered.

“Animal” means any living vertebrate member of the animal kingdom, excluding man.

“Animal control officer” means any person designated by the state of California, city, or Tulare County as a law enforcement officer who is qualified to perform such duties under the laws of this state.

“Animal shelter” means any facility operated by a humane society, or public agency, or its authorized agents for the purpose of impounding or caring for animals held under the authority of this title or state law.

“Animal Services” shall mean the Animal Services Division of the City of Exeter or that entity assigned by contract to serve as such division and provide the animal control officers for the city.

“At large” means off the premises of the person owning or having the possession, charge, custody, or control of the animal and not under the immediate control of a person by means of an enclosure, leash, rope, or other means of immediate effective physical control.

“Auction” means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this title. This section does not apply to individual sales of animals by owners.

“Breeder” means any person, persons or business who breeds one or more litters of dogs and/or cats in one year for sale or profit.

“Business day” means Monday through Friday, excluding holidays recognized by the City or any contracting entity provided Animal Services by the closure of City or contracting entity’s administrative offices.

“Cat” means any member of the feline family, wild and domesticated, and shall be intended to mean both male and female.

“Circus” means a commercial variety show featuring animal acts for public entertainment.

“Commercial animal establishment” means any pet shop, grooming shop, auction, riding school or stable, zoological park, circus, performing animal exhibit, or boarding kennel.

“Dangerous/vicious animal” means any animal, which has been determined by the animal control officer after an investigation to have attacked, bitten, or caused an injury in an aggressive manner or caused an injury to a person or injured an animal while at large.

“Dog” means any member of the canine family, wild or domesticated, and shall be intended to mean both male and female.

“Domestic animals” means animals such as are habituated to live in or about the habitations of persons or such as to contribute to the support of a family or the wealth of the community.

“Exotic animal” means any animal, either wild or domesticated belonging by nature or origin to another part of the world.

“Fowl” means any chicken, duck, goose, turkey, guinea, pigeon, swan, peacock or other fowl.

“Hearing officer” means any person appointed by the City Manager to preside over the administrative hearing described in Chapter 6.16 for dangerous/vicious animals.

“Impoundment” means the taking up and confinement of any animal in an animal shelter, veterinary hospital, or other facility.

“Kennel” means any premises, wherein any person keeps five or more dogs and/or cats over four months of age except pet shops for noncommercial purposes.

“Litter” means two or more offspring from the same female dog or cat.

“Livestock” means any large animals such as cattle, pigs, sheep, horses, mules, goats, and other domestic animals raised typically raised for agricultural uses.

“Owner” means any person, partnership, firm or corporation owning, keeping or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.

“Performing animal exhibition” means any spectacle, display, act, or event other than circuses, in which performing animals are used.

“Person” means any individual, partnership, firm, corporation, joint venture or entity.

“Pet” means any animal kept for pleasure rather than utility.

“Pet shop” means any person, partnership, firm or corporation whether operated separately or in connection with another business enterprise except for licensed kennels, that buy, sell, or board any species of animal.

“Poundmaster” means the party appointed by the city council pursuant to § 6.04.020. That person may be the party with whom the city has contracted for the performance of pound services or a designated division of city personnel.

“Premises” means a house, other dwelling, a yard or other area or an automobile so enclosed as to prevent a dog from escaping.

“Private property” means that property of which a person or persons has the exclusive right of disposition.

“Public nuisance” means any animal or animals which:

1. Molests passersby or chases passing vehicles;
2. Attacks other animals;
3. Trespasses on school grounds;
4. Is repeatedly at large;
5. Damages private or public property;
6. Barks, whines, or howls in an excessive or untimely fashion.

“Public place” means any park, public building, playground, street, road, alleyway, or any other place open to general public.

“Restraint” means a leash not in excess of eight feet, a tethered lead, or a fenced enclosure which keeps the animal under the control of a responsible person or within the real property limits of its owner.

“Service Animal” means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

“Veterinary hospital” means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

“Wild animal” means any non-domesticated animal living in a feral state.

**6.04.020 Poundmaster.**

The office of Poundmaster is established. The Poundmaster shall be appointed or designated by the city council and may be either a person, firm, association, corporation, or a designated division of City personnel. The Poundmaster shall serve for such period of time and shall receive such compensation as shall be established by the city council by ordinance, resolution, policy, or by contract. If an association, corporation, public entity, or designated division of city personnel is appointed as Poundmaster, then each officer and employee of such association, corporation, public entity or designated division is authorized to perform duties under this title shall be deemed to be a Poundmaster and shall have all of the rights and duties of the Poundmaster which are set forth in this title.

**6.04.030 Records.**

The Poundmaster shall keep a record of every animal impounded pursuant to this title which shall include a description of the animal, the date of receipt, the date and manner of disposal, the name of the person redeeming or purchasing, and the fees, charges and proceeds of sales received on account of said animal, and such additional records as may be required by the city council from time to time.

**6.04.040 Animal care center.**

There shall be provided by the city council, or by the Poundmaster upon such terms and conditions as may be mutually agreed upon by the Poundmaster and the city council, a suitable building or enclosure to keep and safely hold all animals to be impounded pursuant to the provisions of this title, and said building or enclosure shall be known and designated as the “Animal Care Center.”

**6.04.050 Impounding animals.**

The Poundmaster shall take up, impound and safely keep any dog which is found running at large contrary to the provisions of this title within the incorporated territory of the city.

**6.04.060 Right to enter premises.**

The Poundmaster is authorized to enter upon any premises for the purpose of enforcing the provisions of this title.

**6.04.070 Interference with duties.**

It is unlawful for any person to hinder, obstruct or interfere with the Poundmaster in the performance of his official duties.

**6.04.080 Duties of animal control officer.**

The duties of the animal control officer shall be as follows:

A. To take up and impound any dog or other animals, (except cats), found to be running at large, staked, tied or being herded or pastured in any public place within the city or upon the premises of any person other than the owner of such dog or other animal;

B. To make a complete registry of impounded dogs and cats, showing in detail in the case of each animal,

the date of receipt, the breed, color, and sex of such animal, and if licensed, the number of such license and the name and address of owners;

C. To notify by mail the owner of any animal, bearing identification, impounded by the animal control officer, stating that such animal is confined at the Animal Care Center, and specify the amount necessary to reclaim or redeem the same and the period which the animal will be held before destroying or otherwise disposing of the same.

**6.04.090 Authority of animal control officer.**

A. Each animal control officer shall have and is vested with the authority of a public officer. The animal control officers may, in the performance of their duties, enter upon any property pursuant to law, to ascertain if any of the provisions of this title or any state laws relating to disease, care, treatment or cruelty to animals are being violated. Each animal control officer may issue citations for the violation of the provisions of this title, any state law, or city ordinance in the manner prescribed by the ordinance, and remove animals from said premises if they deem necessary. The authority to issue citations in the manner prescribed by the city shall be alternative to any other authority provided by law.

B. Any animal control officer of the city shall have police powers in the enforcement of this Title and no person shall interfere with, hinder, molest or abuse any animal control officer of the city in the exercise of such powers.

C. In the performance of duties for the control of animals, the animal control officer shall have the authority to employ the use of the tranquilizer gun or other animal control devices in common use within the state of California.

**6.04.100 Penalties.**

A. Except as otherwise provided herein, any person violating any provision of this title shall be deemed guilty of an infraction, subject to penalties in accordance with Chapter 1.12. Alternatively the city may choose to enforce violations through the administrative code enforcement process described in Chapter 1.13 of this Code.

B. For violations of Sections 6.08.060 and/or 6.16.020 (Biting animals and/or Maintaining a dangerous/vicious animal), when the owner or custodian of an animal is deemed responsible for the acts committed by that animal when the owner fails to comply with legal requirement for keeping the animal secure and under control, in any case wherein an animal attacks, bites or injures a human being or another animal, the owner or custodian of the animal is in violation of this Code of Ordinances and such violation may be charged as a misdemeanor in accordance with Section 1.12.020 or alternatively as an administrative code violation under Chapter 1.13.

C. Any person who violates Section 6.20.060 (Violation of Quarantine) shall be guilty of a misdemeanor.

## **CHAPTER 6.08. ANIMAL PROTECTION AND CONTROL**

### Sections:

- 6.08.010 Animal care.
- 6.08.020 Restraint of animals.
- 6.08.021 Leash-free dog area.
- 6.08.030 Public nuisance.
- 6.08.040 Interference with highways.
- 6.08.050 Animals and fowl at large.
- 6.08.060 Biting animals.
- 6.08.070 Keeping of bees unlawful.
- 6.08.080 Bees--Public nuisance.
- 6.08.090 Disposal of dead animals.
- 6.08.100 Animal waste.
- 6.08.110 Service animals.
- 6.08.120 Abandonment.
- 6.08.130 Police canine units--Protection of.
- 6.08.140 Construction.

### **6.08.010 Animal care.**

It is unlawful for the owners or persons having custody of any animal to permit, either willfully or through failure to exercise due care or control, any cruel acts upon said animal. Cruel acts are defined as follows:

- A. To place, leave or expose, making accessible to animals, any poisonous substance;
- B. To have, keep, or harbor any animal which is infected with any dangerous or incurable or painfully disabling condition, except as provided hereinafter. All such diseased or disabled animals with an incurable ailment taken into custody of the city shall be transferred to the Poundmaster for impoundment. This section shall not apply to animals within veterinary hospitals or under the care of a veterinarian, or having been diagnosed with any common, incurable disease where impoundment or quarantine is not recommended by a Doctor of Veterinary Medicine;
- C. To fail, refuse or neglect to provide any animal in their charge or custody as owner or otherwise, with food, drink, shade or weatherproof housing facilities, or to carry any animal in or upon any vehicle in a cruel or inhumane manner;
- D. To willfully, or maliciously kill, maim, disfigure, tease, torture, beat with a stick, chain, club or other object, mutilate, burn, scald with any substance, over-drive or otherwise cruelly set upon any animal, except that a reasonable force may be employed to drive off vicious or trespassing animals;
- E. To hobble livestock or other animals by means of chains which are composed of tempered or other permanent wire links;
- F. To drive or work any animal in a cruel manner when such animal is unfit for such work;
- G. To promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest, or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal or person;
- H. No person or business shall give away any live vertebrate animal as a prize for, or as an inducement to enter, any contest, game or other competition, or as an inducement to enter a place of amusement or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade;
- I. No person shall keep upon any premises, any animals, including any fowl or household pets in a foul, offensive, obnoxious, filthy or unsanitary condition.

### **6.08.020 Restraint of animals.**

A. Any person owning or having charge, custody, care or control of any animal (except cats) kept or harbored in the city shall confine such animal exclusively upon such owner's premises, except when otherwise properly restrained as hereinafter provided, or unless pursuant to Section 6.08.021 below.

B. No person shall allow or permit any animal (except cats that are spayed or neutered and currently licensed by the City) to run at large, or be pastured, herded, staked, or tied in or on any public alley, street sidewalk, vacant lot, school grounds, or other public place belonging to or under the control of the city or in such a way as to trespass in any manner upon any of the aforesaid public places.

C. No person shall permit any animal (except cats that are spayed or neutered and currently licensed by the City) to be at large or to go or be upon the premises owned or occupied by any other person in the city without said person's consent.

D. All dogs shall be kept under restraint at all times, otherwise they will be classed as running at large.

E. Any animal (except cats that are spayed or neutered and currently licensed by the City) permitted to be at large or trespassing upon private premises or public property in violation of this section shall be deemed prima facie to be under the control of the animal's owner and is declared to be a public nuisance and menace to public health and safety, and shall be seized and impounded as provided in this title.

F. No owners shall fail to exercise proper care and control of their animals, (except cats) to prevent them from becoming a public nuisance. Excessive continuous or untimely barking, or other noise, molesting passersby, chasing vehicles, habitually attacking other domestic animals, trespassing upon private property in such manner as to damage property, shall be deemed a public nuisance.

G. Every female dog or cat in heat shall be confined in a building or secure enclosure in such manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

H. No persons shall keep or permit to be kept on their premises any wild, exotic, or vicious animal for display or for exhibition purposes, whether gratuitously or for a fee. This section shall not be construed so as to apply to a permitted zoological garden, commercial animal establishment, theatrical exhibit or circus as defined in Section 6.04.010, except that no theatrical exhibit or act shall be held in which animals are encouraged to perform through the use of chemical, electrical, or mechanical devices.

I. No person shall keep or permit to be kept any wild animal as a pet.

#### **6.08.021 Leash-free dog area.**

The city of Exeter has created a designated fenced area, located at 136 S.F Street, City of Exeter, where dogs will be allowed to be off leash, notwithstanding the prohibitions contained in Section 6.08.020 and in this Chapter. The following rules and regulations shall apply to the use of said off-leash area by owners and their dogs:

1. Owners are legally responsible for their dog(s) and any injuries caused by their dog(s). Use of the dog area is at owner's risk.
2. No dog(s) under the age of four months shall be allowed in an off-leash dog area.

3. All dogs must have current vaccinations as required in this Code.
4. All dogs must be licensed. All licenses must be on the dogs' collar, and the collar must be on the dog at all times.
5. No dog(s) in heat are allowed within the off-leash dog area.
6. Owners may not have more than three dogs with them in the off-leash dog area at any given time.
7. Dogs shall be escorted to and from the off-leash area on a leash which does not exceed six feet in length.
8. Owners are responsible for the immediate removal of fecal matter deposited in the off-leash area by their dog(s). All feces must be properly disposed of in the receptacles provided within the off-leash area.
9. No aggressive dogs are allowed within the off-leash dog area. A dog displaying aggressive behavior to people or dogs is required to immediately leave the park for that day.
10. No children under the age of ten are allowed in the off-leash dog area. Children ages ten—fourteen must be accompanied by an adult.
11. Sports activities, bicycles, picnics, etc., are not permitted in the off-leash dog area.
12. The city of Exeter Animal Control, Code Enforcer, and Police Officer shall have the right to enter an off-leash dog area and enforce all animal control regulations by the authority given to them under Title 6 the Exeter Municipal Code.
13. Violators of the above-stated rules may be removed from the park and park privileges may be suspended.
14. The city of Exeter reserves the right to close the off-leash dog areas.
15. Dogs shall not be left unattended in the off-leash dog area. Handler must be with the dog(s) at all times.
16. The city of Exeter can make special reservations for events and/activities such as shot clinics and/or agility competitions, etc.

**6.08.030 Public nuisance.**

It is declared a public nuisance for any animal, except cats that are spayed or neutered or currently licensed by the City, to run at large or to be on property other than that of the owner of the animal, without the property owner's consent.

A. Wherever any animal control officer or peace officer finds a public nuisance to exist within the meaning of this chapter, they shall notify the owner of the animal by registered mail that the owner shall either abate said nuisance within ten days or show cause why said nuisance should not be summarily abated.

B. If said nuisance is not abated and no show of cause is made, the animal control officer may then

issue a citation to the owner of the animal or may impound the animal which is creating the nuisance. Any animal so impounded shall be taken to the City Animal Shelter.

C. In lieu of acting under divisions A. or B. above, the Poundmaster may determine that any at large cat that has not been spayed or neutered may be seized by an animal control officer or captured in a humane manner by a private citizen and submitted to the Animal Care Center to be neutered or spayed and vaccinated. After being altered the cat may then be released in the area where it was found at the discretion of the animal control services division operating such a spay/neuter and release program as a means to help control the community cat population. acting under the authority of this section shall be at the discretion of the Poundmaster.

**6.08.040 Interference with highways.**

It is unlawful for the owner of a dog to allow or permit the dog to attack pedestrians, cyclists, vehicles or other users of the public highways.

**6.08.050 Animals and fowl at large.**

In addition to household pets, no person shall allow or permit any other animals or fowl, except cats that are spayed or neutered or currently licensed by the City, to run at large upon any public street or place, or to trespass upon the property of another. This provision shall not be construed as permitting the running at large of any household pets who are restricted by the provisions of this title, or by any law applicable thereto.

**6.08.060 Biting animals.**

It is unlawful for any person to suffer, or permit any dog, cat or other animal owned, harbored or controlled by him, to inflict upon any human being a bite that penetrates the skin while the person bitten is on any public place, or legally upon any private property. The person bitten may request the animal control officer to initiate criminal proceedings against such other person by submitting a signed, written complaint.

**6.08.070 Keeping of bees unlawful.**

It shall be unlawful and a misdemeanor for any individual or entity to bring, have, keep, or maintain, within the city, at any time between the first day of June and the first day of October, in any year, any swarm or swarms, colony or colonies of honeybees.

**6.08.080 Bees--Public nuisance.**

Any swarm or swarms, colony or colonies of honeybees so brought, had, kept or maintained, within the city at any time between the first day of June and the first day of October in any year, shall constitute a public nuisance.

**6.08.090 Disposal of dead animals.**

A. Except as provided in subsection (B) of this section, removal and disposal of dead animals from public property will be done by the animal control officer.

B. Removal and disposal of dead animals from private property within the city limits will be done upon request of the owner, occupant or resident of the property. The fee for this service shall be set by resolution of the city council. The owner or person in charge of any dead animal shall pay the fee. The animal control officer shall not be required to remove and dispose of dead dogs from state highways or from state property or federal property within the city.

C. Upon learning that the body of a dead animal has not been disposed of in a safe and sanitary manner the animal control officer shall remove and dispose of said carcass immediately. The owner, occupant, or resident of the property shall be billed the applicable fee and the cost of the animal control officer responding to the incident.

**6.08.100 Animal waste.**

The owners of any animal shall be responsible for the removal of any excreta deposited by their animal(s) on public walks, recreation areas, or private property.

**6.08.110 Service animals.**

Notwithstanding any other provision of this chapter, no service animal trained to work or perform tasks for an individual with a disability shall be confined, impounded, or humanely terminated in the absence of evidence that such dog has been exposed to rabies unless the master of such dog:

- A. Fails to keep the dog safely confined to the premises of the master; or
- B. Fails to keep the dog vaccinated against rabies.

**6.08.120 Abandonment.**

It is unlawful for any person to abandon any animal within the city. In addition to any fines imposed by law, any person violating this section shall bear full costs and expenses incurred by the city in the care of said abandoned animal and shall reimburse to the city all said costs set annually by resolution of the City Council.

**6.08.130 Police canine units--Protection of.**

It is unlawful for any person to willfully or maliciously torture, tease, torment, beat, kick, strike, mutilate, injure, disable or kill any dog used by the city police department, or any other law enforcement agency while engaged in mutual aid assistance to this city, or the designated

handlers of such animals, while any such dog is in the performance of the functions or duties of the police department or other law enforcement agency, or to willfully interfere with or obstruct any such dog while it is being used in the performance of any of the duties or functions of the department or other law enforcement agency.

#### **6.08.140 Construction.**

No provisions of this chapter shall be construed to prohibit any act made unlawful by any general law of the state of California, but said chapter is intended to be supplemental thereto.

### **CHAPTER 6.12. DOGS AND CATS**

#### Sections:

- 6.12.010 Limitation of number of cats and dogs.
- 6.12.020 Excessive noise.
- 6.12.030 License required.
- 6.12.040 Licensing exceptions.
- 6.12.050 Issuance of license and tag.
- 6.12.060 Licenses--Original license--Time limits.
- 6.12.070 Vaccination requirement for licenser.
- 6.12.080 Term of license.
- 6.12.090 License fees--Dogs or cats.
- 6.12.100 License fee exemption.
- 6.12.110 Delinquent penalties.
- 6.12.120 Extension of time--Dogs or cats too ill to be vaccinated.
- 6.12.130 Replacing lost or stolen tags.
- 6.12.140 License transferable.
- 6.12.150 Affixing license tag.
- 6.12.160 Improper affixing of tags.
- 6.12.170 Removal of tag.
- 6.12.180 Display of tag.
- 6.12.190 Licensing and microchipping impounded animals.
- 6.12.200 Spay/neuter compliance for shelter animals.

**6.12.010 Limitation of number of cats and dogs.**

No person shall keep, harbor or maintain upon his premises within the city more than a total of four cats and/or dogs combined over the age of four months unless said person comes within one of the following conditions:

A. Upon reasonable showing of necessity to the animal control officer, a person may be permitted to keep a fifth cat or dog for a period of time not to exceed thirty (30) days. *This time may be authorized to be extended for a verifiable temporary fostering commitment, at the City's discretion.*

B. A person who had on or before the effective date of the ordinance codified in this title five or more licensed dogs and/or cats in the city shall be required to obtain a yearly kennel permit. Kennel permit requirements are listed in Chapter 6.28 and shall apply whether or not the person is maintaining the kennel for commercial purposes. the kennel permit fee shall be set annually by resolution of the City Council.

C. The permit will be for a calendar year, or any part thereof in which the permit is required, with the permit fee renewal due and payable on January 1st of each year.

D. Effective March 1, 2026 the City will not issue kennel permits to locations that have not previously been issued a kennel permit within the prior three years. This prohibition on new kennel permits shall not apply to kennel permits for commercially operated kennels established after this date in a land use zone that allows such usage under the City Zoning Ordinance and the kennel has complied with all other applicable zoning requirements.

**6.12.020 Excessive noise.**

A. It is unlawful and declared to be a public nuisance for the owner of a dog or other animal to allow it to make loud or disturbing noises without provocation, including, but not limited to, excessive barking, howling, whining, or making any other noise that reasonably disturbs the comfort, quiet, or use of neighboring property, provided that the owner of the animal has been made aware of the disturbance.

B. Violations of this ordinance shall be enforced as follows:

1. The designated animal control officer or other city official or employee, referred to herein as "enforcement officer" may issue a criminal infraction, administrative citation or administrative enforcement order pursuant to the municipal code, or commence any other type of injunctive relief authorized by law if the enforcement officer has determined that a violation of this ordinance has occurred after an investigation. The owner of the animal may appeal any violation by any means permitted by applicable law, such as requesting an administrative appeal hearing if the enforcement officer issued an administrative citation.

2. The following rules shall apply to complaints of excessive noise by animals:

a. Evidence of a violation includes, but is not limited to, personal observations of the enforcement officer, statements of witnesses, recordings of the noise, and admissions by the owner of the animal.

b. The enforcement officer has the discretion to issue a warning in instances where the enforcement officer has determined that a violation is unlikely to occur again, or the owner of the animal has agreed to take steps to mitigate future incidents of loud or excessive noise.

c. Animal Services may suspend the applicable penalty for violation when the owner of the animal, in a written agreement of the city, takes steps to mitigate violations and the owner agrees to prevent additional complaints for specified periods. Any suspension of a penalty shall be in writing, and the penalty shall be reinstated if the mitigation steps are not successful.

#### **6.12.030 License required.**

Every owner of a dog or cat within the incorporated area of the city, shall secure a license from the Poundmaster, or their designated agent, for each such dog or cat over four months of age within the time limits set forth in this chapter. It is unlawful for any owner to fail to secure said license in accordance with the provisions of this chapter.

#### **6.12.040 Licensing exceptions.**

The provisions of this chapter requiring the licensing of dogs and cats shall not apply to the following:

A. A license need not be secured for a dog or cat which is temporarily brought into the incorporated area of the city by a nonresident. If the dog or cat remains in the city for a period longer than thirty (30) days, *unless otherwise excluded from this requirement by the City* it must wear a current license tag from its' place of residence;

B. Dogs or cats brought into the incorporated area of the city exclusively for the purpose of entering the animal in any show or exhibition, and which are actually entered in and kept at such show or exhibition;

C. Dogs or cats on sale in duly licensed pet shops, or commercial animal establishments;

D. Dogs or cats under the ownership, custody, or control of the owner of a commercial animal establishment duly licensed under the provisions of Chapter 6.28, or his duly authorized employee or agent when such dogs or cats are removed from the premises for any reason, shall wear an identification tag attached to their collar, which shall bear the name and address of the licensed operation. A dog or cat bearing such identification shall be treated in all respects as any other dog or cat in the event of its escape and subsequent impoundment.

#### **6.12.050 Issuance of license and tag.**

A. Application for a license required by this chapter shall be filed with the Poundmaster, or their designated agent on a form prescribed by the Poundmaster. Upon payment of the

required fee and upon compliance with the other requirements of this chapter, the Poundmaster shall issue a license. The license form shall contain a brief description of the dog or cat including the name, age, sex, color and breed of the dog or cat, and if the animal is altered or unaltered, and the name and address of the owner. The license shall contain a serial number, the expiration date of the license and such other information as the Poundmaster may determine. The poundmaster shall keep a copy of the license form on file in their office and the license form shall be open to public inspection. With each license issued, the Poundmaster shall also issue a tag made of some durable material. Said tag shall bear the words "City of Exeter," serial number of the license, and such other information as the poundmaster may determine. Tags issued for animals exempted from vaccination under Section 6.12.120 shall bear a distinguishing mark.

B. Any person procuring an animal license without a valid rabies vaccination for reason of redeeming an impounded animal or to clear a citation shall make payment to the Poundmaster of those fees provided in this chapter, as adopted from time to time by resolution of the city council. A rabies vaccination must be obtained for the animal and proof of such vaccination shall be sent to the Poundmaster within thirty (30) days of the purchase of the license before the license tag is issued. If rabies vaccination has not been completed within this period of time, a delinquent penalty shall be paid to the Poundmaster before the license tag is issued and the animal may be subject to impoundment by the Poundmaster until proof of rabies vaccination is provided to the Poundmaster.

#### **6.12.060 Licenses--Original license--Time limits.**

A. An owner of a dog or cat shall secure a license for their dog or cat within thirty (30) days after they acquire ownership of the dog or cat. However, if a dog or cat is less than four months of age when the owner acquires it, the owner shall secure a license for the dog or cat within thirty (30) days after the animal reaches four months of age.

B. Any person who enters the city intending to reside in the city beyond a period of thirty (30) days, and who has brought a dog or cat with them from outside the city, shall secure a license for the dog or cat within thirty (30) days after the person first enters the city.

#### **6.12.070 Vaccination requirement for licenser.**

A. It is unlawful for any person owning, harboring, or having the care, custody or possession of any dog or cat over the age of four (4) months to keep or maintain such animal in any place in the city, or except as provided in by state or local law, unless such dog or cat has been vaccinated as provided herein.

B. The Poundmaster shall not issue a license for a dog or cat unless the owner of the dog or cat presents for filing a certificate signed by a veterinarian showing that said dog or cat has been vaccinated against rabies which indicates that the period of time elapsing from the date of the vaccination to the date of expiration of the license does not exceed thirty-six (36) months. Animals will be considered to be properly vaccinated for the purposes of Section 121690,

California Health and Safety Code, when injected at three months of age or older with a rabies vaccine approved by the California Department of Health. Animals over one year of age that have had a previous vaccine, may be vaccinated for thirty-six (36) months.

C. The vaccination shall be performed by a duly licensed veterinarian, and after vaccinating any dog or cat owned by a resident of Exeter, shall sign a certificate in triplicate containing the following information:

1. The type of vaccination used;
2. The date of the vaccination;
3. The breed, age, color and sex of the vaccinated dog or cat;
4. The manufacturer and serial number of the vaccine used;
5. The name and address of the owner of the dog or cat;
6. Name of the animal;
7. If spayed or neutered and the date.

D. The veterinarian shall immediately present two copies of the original vaccination certificate, containing two copies, to the owner of the dog or cat, and shall deliver within thirty (30) days, the third copy to the Poundmaster.

#### **6.12.080 Term of license.**

Dog and cat licenses shall be issued on each succeeding anniversary date of the original license. A license shall expire one year from the date of issue, except when the performance of the rabies vaccination expires prior to that date. A new license anniversary date will begin upon renewal of the rabies vaccination.

#### **6.12.090 License fees--Dogs or cats.**

The Poundmaster shall collect a fee for dog and cat licensing.

A. This subsection applies only to dogs or cats which have not been spayed or neutered.

1. The annual license fee for each dog or cat so described in subsection (A) of this section shall be set by resolution of the city council on an annual basis in an amount to be recommended by the Poundmaster.

2. The owner of an unaltered dog or cat will have the option of paying the altered license fee if they place a deposit for the estimated cost of spaying or neutering with the Poundmaster at the time they obtain a license. This deposit shall be forfeited if the operation is not performed within thirty (30) days unless an extension of time is granted by the Poundmaster.

B. This subsection applies only to dogs or cats which have been spayed or neutered, or which are unable to bear or produce offspring for physical or medical reasons.

1. A certificate from a licensed veterinarian that the dog or cat comes within one of the provisions in subsection (B) of this section shall accompany the license form along with the fees set forth in this section.

2. The annual license fee for each dog or cat so described in subsection (B) of this section shall be set by resolution of the city council on an annual basis in an amount to be recommended by the Poundmaster.

**6.12.100 License fee exemption.**

A. Any other provision of this chapter notwithstanding, no charge shall be made for licenses issued for the following:

1. Dogs trained to aide blind, deaf or disabled;
2. Dogs used by any governmental agency for the purpose of law enforcement;
3. All dogs raised and/or trained for the above purposes.

B. Proof of such use or training shall be provided by the applicant at the time of license application in a form satisfactory to the Poundmaster.

**6.12.110 Delinquent penalties.**

In addition to any fees described in this chapter, the Poundmaster shall collect a delinquent penalty in an amount set by resolution of the city council on an annual basis to be recommended by the Poundmaster, under the following circumstances:

- A. A license is not renewed within thirty (30) days of the expiration date;
- B. Puppies or kittens are not licensed within thirty (30) days after reaching four months of age;
- C. Any dog or cat brought into this city, except those temporarily located in the city as described in Section 6.12.040, which is not licensed within thirty (30) days;
- D. A person acquiring possession of a dog or cat over four months of age does not license it within thirty (30) days of taking possession.

**6.12.120 Extension of time--Dogs or cats too ill to be vaccinated.**

A. If a dog or cat is too ill to be vaccinated against rabies at the time that the time limits set forth in Sections 6.12.050 or 6.12.060 expire, then the date for securing the dog or cat license is extended until thirty (30) days after the date on which the animal is well enough to be vaccinated, and no delinquent penalties shall be charged for issuance of the animal license during said thirty (30) day period. However, an extension of time shall not be granted pursuant to this section unless the application for the license is accompanied by a certificate signed by a

veterinarian setting forth facts which show that the dog or cat comes within the provisions of this section.

B. The Poundmaster shall not license any dog or cat if the owner presents a certificate from a licensed veterinarian, issued within the preceding sixty (60) days, stating that in their opinion, the rabies vaccination would be likely to seriously injure the dog or cat. Any dog or cat so excepted from rabies vaccination shall be restricted to the house or enclosed property of the owner or person in possession of the animal except when held under control or restraint by such person. Any violation thereof by the owner or person in possession of such dog or cat is unlawful.

**6.12.130 Replacing lost or stolen tags.**

Whenever a tag issued for the then current year has been stolen or lost, the owner of the animal for which the tag was issued may, upon the payment of a fee in an amount which shall be set by resolution of the city council, obtain a replacement tag for the animal. Fees for replacement tags shall be set on an annual basis upon recommended by the Poundmaster.

**6.12.140 License transferable.**

The license and tag issued pursuant to this chapter may be transferred when the ownership of the dog or cat is transferred. The new owner or the previous owner of the dog or cat shall notify the Poundmaster in writing of the change in ownership of the dog or cat, and the name and address of the new owner. If such written notice is not given, the Poundmaster shall send all required notices concerning said dog or cat to the person whose name and address are on file with the Poundmaster.

**6.12.150 Affixing license tag.**

A current license tag issued pursuant to this chapter shall be securely fastened to a collar or harness which must be worn at all times.

**6.12.160 Improper affixing of tags.**

It is unlawful for any person to attach a license tag required by this chapter to the collar of any animal except the animal for which it was issued.

**6.12.170 Removal of tag.**

It is unlawful for any person to remove from a dog or cat, without authority from the owner, and except in cases of medical emergency involving that animal, any collar, harness, or other device to which is attached a license tag or to remove such tag therefrom.

**6.12.180 Display of tag.**

It is unlawful for any person to refuse to show the Poundmaster, any animal control officer, or any peace officer, on request, the license certificate and the tag for any dog or cat kept or remaining within their home or upon any enclosed premises under their immediate control.

**6.12.190 Licensing and microchipping impounded animals.**

A. The Poundmaster shall not release an unlicensed animal to its owner or sell an unlicensed animal to any person who resides in the city, unless the owner or purchaser, respectively, secures the required license, and pays any fees and penalties required. The Poundmaster shall not release an animal from the Animal Care Center that is not microchipped to its owner or transfer ownership of an animal to any person until a microchip has been implanted in the animal. The owner of the animal is solely responsible for all costs associated with microchip implantation.

B. The Poundmaster shall not release to the owner or purchaser any dog whose license has been revoked after a hearing pursuant to Section 6.16.010 to 6.16.090, except in those instances when the hearing officer has determined the bite, attack, or injury was the result of improper or negligent training, handling, or maintenance, and the owner of the dog is in compliance with the conditions required by the hearing officer.

**6.12.200 Spay/neuter compliance for shelter animals.**

A. A spay or neuter deposit will be required upon the purchase of any unaltered dog or cat from the City Animal Care Center pursuant to Food and Agriculture Code 30503. Said fee shall be deposited by City into a fund to provide low cost spay or neuter surgery of future shelter animals. The fee shall be refunded if the owner provides proof the animal was altered within thirty (30) business days from the date the animal is redeemed or adopted or as otherwise allowed below in subsection (B), otherwise the fee becomes non-refundable.

B. Any dog or cat, over four (4) months of age, that is redeemed or adopted from the City Animal Care Center shall be spayed or neutered prior to release from the facility. For animals less than four months old, they shall be required to be spayed or neutered within thirty (30) days of reaching four months of age. An extension of time to perform surgery may be granted by the Poundmaster if a veterinarian provides a medical determination that the surgery cannot be performed as scheduled and must be postponed.

**CHAPTER 6.16. DANGEROUS OR VICIOUS ANIMALS**

Sections:

6.16.010 Purpose.

6.16.020 Keeping dangerous/vicious animals prohibited.

- 6.16.030 Procedure to determine if an animal is dangerous/vicious and impound notice.
- 6.16.040 Conduct of hearing.
- 6.16.050 Hearing decision.
- 6.16.060 Disposition of a dangerous/vicious animal.
- 6.16.070 Finding of improper or negligent training, handling or maintenance.
- 6.16.080 Violations for maintaining a dangerous/vicious animal.

**6.16.010 Purpose.**

This chapter is adopted and enforced as a local program for the control of potentially dangerous or vicious dogs as authorized by California Food and Agriculture Code, Section 31683.

**6.16.020 Keeping dangerous/vicious animals prohibited.**

It is unlawful for a person to keep a dangerous/vicious animal as the term is defined in Section 6.04.010. Any animal which has been found to be dangerous or vicious pursuant to the ordinance code of the city, or of this county, or any other county or city pursuant to any state statute, shall be presumed to be dangerous or vicious.

**6.16.030 Procedure to determine if an animal is dangerous/vicious and impound notice.**

A. The animal control officer may determine an animal to be dangerous or vicious whenever the animal control officer has received evidence that the animal has attacked in an aggressive manner, bitten, or caused injury to any human or caused the death or serious injury of a domestic animal. Animal control officers shall consider the circumstances of the attack, bite, or injury, before determining whether an animal is dangerous or vicious. The investigating officer may determine that an animal is not dangerous or vicious if the animal was provoked prior to causing an injury or the circumstances indicate the animal was not acting in an aggressive manner when the injury occurred. If a person is injured or an animal is seriously injured or killed by an animal that was at large at the time of the incident the animal control officer may presume the animal that caused the injury is dangerous or vicious. Upon such declaration, the animal control officer shall have the authority to impound the animal pursuant to Chapter 6.24. If the owner or person responsible for the animal is known when it is impounded, then Animal Services shall provide the notice described in subsection (B) below either before or after the animal is impounded. Notice may be sent by mail, personally delivered, or posted at the owner's residence. For the terms of this section the term "Serious injury" includes but is not limited to any physical injury caused by an animal attack that results in any of the following: puncture wounds; broken bones; loss of blood; or lacerations.

B. If the owner of the animal declared to be dangerous or vicious pursuant to subsection (A) is not known when the animal is impounded but the animal is wearing a license tag or

microchip, the animal control officer shall notify the licensed owner within two (2) business days of impoundment that the animal has been declared dangerous or vicious. Notice to the owner may be sent by mail, personally delivered, or posted at the owner's residence. At the time of impoundment of an unlicensed dog declared to be dangerous or vicious under this Section, if Animal Services knows who the owner of the dog is and the address of the owner, then Animal Services shall provide the owner the same notice to the owner with all of the items stated below. The notice shall also include the following:

1. A statement of the facts upon which the declaration was based;
2. Notification that the owner has a right to an administrative hearing to review the animal control officer's determination pursuant to Section 6.16.050;
3. Notification that, unless a request for an appeal before the hearing officer is received within ten (10) business days of impoundment, the animal will be disposed of in a humane manner; and
4. A copy of the text of Municipal Code Chapter 6.16 and Chapter 6.24. No such notice is required if the animal is not wearing a license tag. The notice, if required by this section, shall be delivered to the animal's owner personally or posted in a conspicuous location at the owner's known address or the address provided in the license application.

C. The owner of an animal declared to be dangerous or vicious pursuant to subsection (A) and impounded pursuant to Section 6.24.030 may, within ten (10) business days of impoundment, request a hearing by the hearing officer to review the animal control officer's determination that the animal is dangerous or vicious, and pay the applicable hearing fee and advance deposit set by Resolution of the City Council, for the purposes of covering the administrative hearing costs and care and maintenance of the dog pending and during the hearing process. If no hearing is requested within this time period, then the Poundmaster will destroy the animal in a humane manner.

D. When the owner of the animal requests a hearing, and pays the applicable hearing fee and deposit, the animal control officer shall consult with the hearing officer, set a date and time for such a hearing, and send a notice thereof by regular mail at least five (5) business days before such date to the owner at the address set forth on his or her request. The owner seeking the hearing may request to have the hearing date rescheduled if they are not available at the scheduled date. The hearing may be rescheduled once or more at the discretion of the hearing officer. Requests must be made prior to the date of the hearing and will not be accepted unless the owner also pays the City's costs of maintaining the animal at the applicable rate set by City Council from the impoundment date to the rescheduled date of the hearing at the time the request to reschedule the hearing is made.

E. Although advance deposit of fees may be deferred upon a showing of serious financial hardship at the time of filing the appeal the payment of all applicable fees and animal care and maintenance costs during impoundment will be required after the hearing if the determination by Animal Services is not reversed, and/or as set forth in Section 6.16.050.

#### **6.16.040 Conduct of hearing.**

A. The hearing shall be conducted before a hearing officer. Animal Services shall send notice of this hearing to any victims bitten, attacked or injured by the animal, and to any known witnesses of such bite, attack, or injury.

B. The hearing shall be open to the public and shall be recorded by audio or through a shorthand reporter, at the hearing officer's option. The owner may be represented by a representative of their choosing. The hearing officer shall hear all pertinent evidence offered by all interested persons. The technical rules of evidence shall not be applicable to the hearing, except that the hearing officer's decision may not be based wholly on hearsay evidence. The owner and the Animal Services representative shall each have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues at the hearing even though the matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify, to rebut the evidence against him or her. If the owner does not testify on his or her behalf, he or she may be called and examined as if under cross-examination, except where criminal charges are pending against the owner or if it is possible that such charges may be brought against the owner. All persons testifying may be recorded, either through audio recorder or through a shorthand reporter, at the hearing officer's option, and persons so testifying shall be informed of such recording. The hearing officer shall keep a log of the testimony and documentary evidence received during the hearing. Copies of all documentary evidence submitted to the hearing officer shall be retained by Animal Services until all appeal periods have elapsed.

C. Any animal which, while at large, has attacked, bitten, or caused injury to a human being or caused a serious injury or the death of another animal or has been declared dangerous or vicious by the animal control officer after an investigation into an incident, is presumed to be dangerous or vicious and the burden is on the owner to present evidence that the animal is not dangerous or vicious.

D. In making a determination that an animal is or is not dangerous or vicious, evidence of the following shall be considered (not in any specific order of preference):

1. Any previous history of the animal attacking, biting or causing injury to a human being or other animal; however, the lack of any such history shall not be the sole grounds for a determination that the animal is not dangerous or vicious;
2. The nature and extent of injuries inflicted, and the number of victims involved;
3. The place where the bite, attack or injury occurred;
4. The presence or absence of any provocation for the bite, attack or injury;
5. The extent to which property has been damaged or destroyed;
6. Whether the animal exhibits any characteristics of being trained for fighting or attack or other evidence to show such training or fighting;
7. Whether the animal exhibits characteristics of aggressive or unpredictable temperament or behavior in the presence of human beings or other animals;

8. Whether the animal can be effectively trained to change its temperament or behavior;
9. The manner in which the animal has been maintained by its owner or custodian;
10. Any other relevant evidence concerning the maintenance of the animal, including but not limited to evidence that animal's license had been revoked on a prior occasion or the owner was required to partake in training pursuant to Section 6.16.070, or meet other obligations concerning previous findings of negligent training, handling, or maintenance; and
11. Any other relevant evidence regarding the ability of the owner or custodian to protect the public safety in the future if the animal is permitted to remain in the city.

E. This section is an administrative hearing procedure established by the City under California Food and Agriculture Code section 31621. Any and all hearings held pursuant to this chapter of the Municipal Code shall be a hearing held pursuant to Section 31621.

#### **6.16.050 Hearing decision.**

A. At the conclusion of the hearing, the hearing officer may determine:

1. That the animal is not a dangerous or vicious animal and should be returned to its owner. Upon such finding the hearing officer has discretion to determine whether the applicable impound and appeal fees should be waived if the hearing officer determines that the animal should not have been impounded at the time of the incident. The hearing officer may order that the fees shall be required to be paid as a condition of the animal being returned if the hearing officer determines the circumstances of the incident supported the conclusion by the animal control officer that the animal was dangerous or vicious when it was impounded.

2. That the evidence presented at the hearing is insufficient to determine that the animal is or is not dangerous or vicious, but there is sufficient evidence to determine that the attack, bite or injury was the result of improper or negligent training, handling or maintenance and that the license should be revoked and a provisional license be issued while the owner and dog undertake training and educational requirements pursuant to the provisions of Section 6.16.070.

3. That the animal is a dangerous or vicious animal and it should be humanely destroyed no sooner than the tenth (10th) business day following the mailing of notice of the hearing officer's decision, pursuant to Section 6.16.060(C).

B. The decision of the hearing officer shall be in writing and shall be delivered personally to the owner or mailed to him or her by regular mail at the address appearing on the request for hearing. A copy of the decision shall be mailed to the animal control officer. If the decision concludes that the animal is dangerous or vicious, the decision shall include the following notification:

“This decision is final. The animal's owner may seek judicial review of this decision by filing an appeal with the Tulare County Superior Court, pursuant to Municipal Code Section 6.16.050(C) and California Food and Agriculture Code section 31622. If you file such an action,

you must also notify City Animal Services in writing by serving notice of your appeal by personal service during regular business hours or by First Class Mail, postage prepaid, at:

City of Exeter Animal Services, 100 N. C Street, P.O. Box 237, Exeter, CA 93221

An appeal must be filed within five (5) days after your receipt of this decision. If no such petition is filed and timely service is not made of an appeal within ten (10) business days of the date this decision is mailed to you, City of Exeter Animal Services will order the destruction of the animal in a humane manner.”

C. The decision of the hearing officer shall be considered the final decision. Either the City or the animal's owner may seek judicial review of the hearing officer's decision by filing an appeal with the Tulare County Superior Court, pursuant to the applicable provisions of California Food and Agriculture Code section 31622. The party seeking judicial review is responsible for the costs of preparing the administrative record.

#### **6.16.060 Disposition of a dangerous/vicious animal.**

A. It is unlawful for any person to own, possess, harbor or keep any animal declared to be dangerous or vicious.

B. Any animal declared to be dangerous or vicious, if not already impounded, shall be immediately surrendered to the animal control officer, failure to surrender an animal that has been declared dangerous or vicious, is a separate violation of this code, and it is the duty of the animal control officer to take up and impound any such animal.

C. Any animal declared to be dangerous or vicious shall be humanely destroyed. The animal control officer shall sign an order authorizing the destruction of the animal immediately upon occurrence of any of the following:

1. Expiration of ten (10) business days from the date of impoundment without receipt by the animal control officer of a request for appeal pursuant to Section 6.16.030(C);

2. Expiration of ten (10) business days from the mailing of a hearing officer's decision that the animal is dangerous pursuant to Section 6.16.050(A)(3), unless the owner has filed an action with the county superior court seeking judicial review pursuant to Section 6.16.050(C);

3. Expiration of ten (10) business days following the entry of an order by the Tulare County Superior Court upholding the decision of a hearing officer that the animal is dangerous or vicious.

#### **6.16.070 Finding of improper or negligent training, handling or maintenance.**

If it is determined by the hearing officer that the animal is not dangerous or vicious, but that the bite, attack or injury was the result of improper or negligent training, handling or maintenance, then the following conditions will be enforced:

A. Training will be required of the owner and the animal, and the hearing officer, in consultation with the animal control officer, shall set a probationary period and shall set the

terms and conditions of the training and other tasks to be completed by the owner during such period;

B. The current license will be revoked, and a “provisional” dog license will be issued during the probationary period;

C. After submission of evidence to the animal control officer of successful completion of the probationary period, the dog shall be issued a current city dog license.

D. Any violation of the probation terms set forth by the hearing officer will result in immediate impoundment. Within ten (10) business days of such impoundment, the animal control officer shall set a hearing with the hearing officer for the purpose of making a new determination whether the animal is dangerous or vicious and shall notify the animal's owner of such hearing. All of the evidence of the previous hearing or hearings as well as new evidence regarding the violation of the probation terms shall be considered by the hearing officer. The hearing shall be conducted in the manner specified in Section 6.16.040. At the conclusion of the hearing, the hearing officer may either establish new provisional license requirements or determine that the animal is dangerous or vicious.

#### **6.16.080 Violations for maintaining a dangerous/vicious animal.**

The owner or custodian of an animal is deemed responsible for the acts committed by that animal when the owner or custodian fails to comply with legal requirements for keeping the animal secure and under control. In any case wherein an animal attacks, bites or injures a human being or another animal, then the owner or custodian of the animal is in violation of this Code and such violation may be charged as a misdemeanor in accordance with Section 1.12.020 or alternatively as an administrative code violation under Chapter 1.13.

### **CHAPTER 6.20. RABIES**

Sections:

6.20.010 Application of chapter.

6.20.020 Animal showing signs of rabies.

6.20.030 Isolation of rabid animals and clinically suspected rabid animals.

6.20.040 Animals biting persons.

6.20.050 Animals in contact with rabid animals.

6.20.060 Violation of quarantine.

#### **6.20.010 Application of chapter.**

This chapter shall be subject to provisions of Sections 121575-121710 of the Health and Safety Code of the State of California dealing with rabies control as those statutes presently exist or are later modified. The municipal code shall only be enforced to the extent it is not preempted by state law.

**6.20.020 Animal showing signs of rabies.**

Whenever the owner of an animal observes or learns that such animal shows symptoms of rabies or acts in a manner that would lead to a reasonable suspicion that it may have rabies, such person shall immediately notify the Tulare County health officer. Said person shall thereafter allow the health officer or their representative to make an inspection or examination of said animal.

**6.20.030 Isolation of rabid animals and clinically suspected rabid animals.**

The owner of any rabid animal or clinically suspected rabid animal shall isolate the animal in strict confinement under proper care and under the observation of a veterinarian, in a pound, veterinary hospital, or other adequate facility in a manner approved by the health officer, and said animal shall not be killed or released from confinement for at least ten days after the onset of symptoms suggestive of rabies and until the health officer gives written authorization for the release of the animal, with the exception that such animal may be sacrificed with the permission of the health officer for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory.

**6.20.040 Animals biting persons.**

Whenever the owner of an animal has knowledge that such animal has bitten any person, the owner shall immediately report that fact to the county health officer and report the name and address of the person bitten and the time and place that such person was bitten. Upon order of the county health officer, the owner shall quarantine the animal for the period of time specified in Section 2606 of Title 17 of the California Administrative Code with regard to rabies areas, and shall allow the health officer or his representative to make inspections and examinations of the animal from time to time during such period. The county health officer shall quarantine said animal upon the premises of the owner. However, if the owner of the animal so desires, the county health officer shall place the animal in quarantine in a veterinary hospital or the Animal Care Center, at the expense of the owner, in lieu of quarantine of the animal on the premises of the owner. Quarantine shall be made by written notice delivered to the owner of said animal stating that the animal is quarantined and the instructions to be followed. If the quarantine is upon the premises of the owner of the animal, the animal shall be confined within a locked enclosure so constructed that the animal cannot escape or have contact with any other animal or human being other than the person responsible for its care or, at the discretion of the health officer, the animal may be kept under restraint by leash in charge of a responsible person, or under such restrictions as the health officer may prescribe. Said animal shall be kept in

quarantine until the health officer gives written authorization for the release of the animal from quarantine. Notwithstanding the foregoing provisions, such animal may be sacrificed with the permission of the health officer for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory.

**6.20.050 Animals in contact with rabid animals.**

Any animal of a species subject to rabies which has been bitten by a known rabid or suspected rabid animal or has been in intimate contact with a rabid or suspected rabid animal shall be quarantined by the owner in a place and manner approved by the health officer, for a period of six months or destroyed; provided, however, that the following alternatives are permitted in the case of dogs and cats: If the dog or cat has been vaccinated against rabies within three years but not less than thirty (30) days with a rabies vaccine approved by the California Department of Health, or within one year but not less than thirty (30) days with an approved rabies vaccine, as those types of vaccines are defined in Section 2606 et seq., of Title 17 of the Code of Regulations, the dog or cat may be revaccinated in a manner approved by the health officer and quarantined in a place and manner approved by the health officer for a period of thirty (30) days. The provisions of Section 6.20.010 concerning quarantine shall also apply to the quarantine of animals pursuant to this section.

**6.20.060 Violation of quarantine.**

When any animal is quarantined by the county health officer, it is unlawful for the owner of the animal to violate the quarantine by removing said animal from the premises where it is quarantined, allowing it to run at large, destroying it without authorization from the health officer, concealing it from the health officer, or disobeying any of the quarantine restrictions which have been imposed by the health officer.

**CHAPTER 6.22. TRAP-NEUTER-RETURN (TNR) PROGRAM FOR FERAL AND COMMUNITY CATS**

Sections:

6.22.010 Purpose.

6.22.020 Definitions.

6.22.030 Program Authorization.

6.22.040 Trapping and Handling.

6.22.050 Exemptions from Abandonment and Licensing Laws.

6.22.060 Caretaker Responsibilities.

6.22.070 Enforcement and Nuisance Control.

6.22.080 No Interference.

**6.22.010 Purpose.**

The City of Exeter recognizes that unmanaged feral cat populations pose public health, environmental, and nuisance concerns. The City supports the humane reduction of these populations through a Trap-Neuter-Return (TNR) program, in partnership with animal care professionals and the community.

**6.22.020 Definitions.**

- A. Feral Cat: A free-roaming cat that is not socialized to humans and typically lives outdoors without direct human supervision.
- B. Community Cat: A feral or free-roaming cat that may or may not be cared for by one or more residents in a neighborhood.
- C. TNR Program: A program in which feral or community cats are humanely trapped, sterilized, vaccinated, ear-tipped for identification, and returned to the location from which they were captured.
- D. Caretaker: A person or group who provides regular food, water, or shelter to a community cat but does not necessarily claim ownership.
- E. Ear-Tipping: The removal of the distal one-quarter of a cat's left ear while under anesthesia, used to indicate sterilization and vaccination.

**6.22.030 Program Authorization.**

- A. The City of Exeter authorizes the implementation of a TNR program to humanely manage feral and community cat populations. The program may be administered directly by the City or through an agreement with an animal control provider, other municipality, or nonprofit rescue organization.
- B. Any person may participate in the TNR program provided they do so in accordance with this chapter and any rules issued by the administering agency.

**6.22.040 Trapping and Handling.**

- A. Feral or community cats may be trapped using humane live traps only.
- B. Trapping shall only occur for the purposes of sterilization, vaccination, or relocation if medically necessary.
- C. Cats shall be returned to the original location unless the site is deemed unsafe or unsuitable by the animal control provider or veterinarian.

**6.22.050 Exemptions from Abandonment and Licensing Laws.**

Cats that are ear-tipped and returned to the community as part of an approved TNR program shall not be considered abandoned or subject to licensing requirements under this Title.

**6.22.060 Caretaker Responsibilities.**

A. While not considered the legal owner, a caretaker who intentionally provides food or shelter to community cats is encouraged to:

1. Cooperate with sterilization efforts;
2. Ensure feeding does not attract vermin or create a public nuisance;
3. Avoid feeding during daytime hours in high-traffic areas.

B. Caretakers shall not be subject to fines or penalties for maintaining community cats in compliance with this chapter.

**6.22.070 Enforcement and Nuisance Control.**

A. Nothing in this chapter prohibits the City or its authorized agents from addressing situations where feral cats create verified public health hazards, destroy property, or pose a risk to wildlife.

B. In cases where nuisance complaints arise, the City may attempt mitigation with the caretaker or trap and relocate the animals if necessary.

**6.22.080 No Interference.**

It shall be unlawful for any person to knowingly:

- A. Harm or kill an ear-tipped community cat participating in a TNR program;
- B. Remove an ear-tipped cat from its location without authorization;
- C. Release an unsterilized feral cat not part of an approved TNR program.

**CHAPTER 6.24. IMPOUNDMENT.**

Sections:

6.24.010 Impounding dogs without tags.

6.24.020 Impounding dogs with tags.

6.24.030 Impounding biting or attacking animals.

- 6.24.040 Violation of quarantine.
- 6.24.050 Notice to owner of impounded licensed animal.
- 6.24.060 Redemption of impounded animals.
- 6.24.070 Fees for impounding and keeping animals.
- 6.24.080 Adoption or destruction of impounded animals wearing tags.
- 6.24.090 Adoption or destruction of impounded animals not wearing tags.
- 6.24.100 Sale of impounded animals--Receipts.
- 6.24.110 Duty of Poundmaster to accept stray and/or abandoned dogs and cats.
- 6.24.120 Dogs and cats at large--Private property.
- 6.24.130 Delivery of dogs and cats to Poundmaster by private persons.
- 6.24.140 Care of animals while impounded.

**6.24.010 Impounding dogs without tags.**

The Poundmaster, any animal control officer, and any peace officer, shall impound dogs which are not wearing the license or tag required by Section 6.12.050 and which are found running at large within the incorporated area of the city. When such a dog is impounded, it shall be delivered to the Poundmaster. All such dogs shall be impounded in the Animal Care Center.

**6.24.020 Impounding dogs with tags.**

The Poundmaster, any animal control officer, and any peace officer, shall impound dogs which are wearing the required license tag and which are found running at large within the incorporated area of the city, if the officer is unable to locate or notify the owner prior to impoundment of the dog. When such a dog is impounded, it shall be delivered to the Poundmaster. All such dogs shall be impounded in the Animal Care Center.

**6.24.030 Impounding biting or attacking animals.**

A. The Poundmaster, any animal control officer, and any peace officer, shall have the power to summarily and immediately impound a dog or other animal determined to be dangerous or vicious as stated in Chapter 6.16. The Poundmaster may enter and inspect private property to enforce the provisions of this section, provided such entry or inspection is conducted in a manner consistent with state and federal constitutional provisions. It is unlawful for any person to fail to surrender to the Poundmaster, any animal control officer, or any peace officer, upon demand, a dog or other animal which is being impounded pursuant to this section.

B. Any dog or other animal impounded pursuant to this section may be permanently identified by the Poundmaster by means of photo identification and license number prior to release from impound or confinement.

C. The animal control officer and the owner of the animal impounded pursuant to this section, in addition to complying with this chapter and Chapter 6.16 shall also observe the provisions of Chapter 6.20 (pertaining to quarantine of animals suspected of being rabid).

**6.24.040 Violation of quarantine.**

It is unlawful for any person to suffer or permit any dog, cat, animal or household pet owned, harbored or controlled by them to violate any written quarantine notice. Any person who violates such written notice shall be guilty of a misdemeanor.

**6.24.050 Notice to owner of impounded licensed animal.**

Within two (2) business days after an animal which is wearing a license tag is impounded under this chapter, the Poundmaster shall mail a notice of the impounding to the owner at the address shown on the application for the license which is on file with the Poundmaster, and advise the owner of the procedure whereby he or she may apply to regain custody of the animal. The owner of an animal declared vicious or dangerous pursuant to Section 6.16.030 shall be notified pursuant to the provisions of Chapter 6.16.

**6.24.060 Redemption of impounded animals.**

A. The owner of any animal impounded, other than pursuant to Section 6.24.030 and Chapter 6.16, may, except as otherwise provided by law, redeem the animal at any time prior to its transfer, adoption, or destruction, and must do so in compliance with subsection (C) below.

B. The owner of any animal impounded pursuant to Section 6.24.030 may only redeem the animal in compliance with. However, all applicable impound fees shall be applied and must be resolved in order for the animal to be redeemed.

C. A person desiring to redeem an animal shall deliver to the Poundmaster an application for redemption and a statement in a form prescribed by the Poundmaster which shall contain a description of the animal to be redeemed, the name and address of the claimant, and the statement that he or she is the owner of the animal to be redeemed. If the Poundmaster determines that the animal may be redeemed pursuant to Subsection (A) or (B) above, the Poundmaster shall issue to such person a written statement containing the name and address of the claimant, a description of the animal redeemed, the date on which the animal was impounded, and the accrued impound-related fees in accordance with Section 6.24.070, and said statement shall serve as a certificate of redemption and receipt for the fees paid. License and microchip requirements shall also apply prior to redemption. Unlicensed animals must be licensed prior to redemption, and a microchip must be implanted (at owner expense) if the animal was not already microchipped from all animals redeemed from the Animal Care Center.

**6.24.070 Fees for impounding and keeping animals.**

The owner of an animal which has been impounded shall pay to the Poundmaster an impounding fee as set by resolution of the city council.

**6.24.080 Adoption or destruction of impounded animals wearing tags.**

A. Unless an animal wearing a license tag has been redeemed within six (6) business days after being impounded or unless it is being held pending a hearing pursuant to Chapter 6.16, it may be made available for adoption by a member of the public by the Poundmaster or killed by the Poundmaster in a humane manner. No animal which has been declared a dangerous animal pursuant to Chapter 6.16 shall be made available for adoption pursuant to this section unless after an appeal the animal is determined not to be dangerous or vicious.

B. If the owner of an animal gives permission in writing to do so, the animal may be made available for adoption or destroyed at any time after it is delivered to the animal shelter, provided that no animal held pursuant to Chapter 6.16 shall be made available for adoption even with the permission of the owner.

**6.24.090 Adoption or destruction of impounded animals not wearing tags.**

A. Unless an animal which is not wearing a license tag has been redeemed within four (4) business days after being impounded or unless it is being held pending a hearing pursuant to Chapter 6.16, it may be made available for adoption to the public or killed in a humane manner. But no animal which has been declared a dangerous animal pursuant to Chapter 6.16 shall be made available for adoption pursuant to this section nor shall any dog, cat or other animal which has been impounded pursuant to Section 6.16 and subsequently found not dangerous but improperly trained, handled or maintained be made available for adoption except to a person who is willing to properly train, handle and maintain the dog, cat or other animal, as determined by the Poundmaster.

B. If the owner of an animal gives permission in writing to do so, the animal may be made available for adoption or destroyed in accordance with subsection (A) of this section at any time after it is delivered to the animal shelter, provided that no animal held pursuant to Chapter 6.16 shall be made available for adoption sold even with the permission of the owner.

**6.24.100 Adoption of impounded animals -Receipts.**

When a dog, cat or other animal is adopted by a member of the public pursuant to the provisions of this chapter, the Poundmaster shall deliver to the new owner of said dog, cat or other animal, a statement in writing containing a description of the animal, the date of adoption. All adoptions shall convey a good and valid title to the purchaser, and the previous owner of the animal shall thereafter be barred from all rights to recover said animal.

**6.24.110 Duty of Poundmaster to accept stray and/or abandoned dogs and cats.**

It shall be the duty of the Poundmaster to receive and impound from the public all dogs, and cats (unless subject to the program specified under Chapter 6.22), believed to be stray and/or abandoned by their owners, located within the city.

**6.24.120 Dogs and cats at large--Private property.**

Any dog or cat found at large on any private property in the city may be taken up by the owner or possessor of the property and delivered to the poundmaster.

**6.24.130 Delivery of dogs and cats to Poundmaster by private persons.**

Every person taking up any dog or cat under the provisions of this title and every person finding any lost, stray or abandoned dog or cat shall within twenty-four (24) hours thereafter, give notice thereof to the Poundmaster and every such person in whose custody such dog or cat may, in the meantime be placed, may surrender such animal to the Poundmaster without fee or charge.

**6.24.140 Care of animals while impounded.**

The Poundmaster shall provide all animals in its custody with proper food and water, and shall give them all necessary care and attention. The Poundmaster shall consider a fee at the time an impounded animal is redeemed by its owner or person having custody, or may charge these fees at such time an unclaimed animal is rescued or adopted.

**CHAPTER 6.28. COMMERCIAL ANIMAL ESTABLISHMENTS.**

Sections:

6.28.010 Commercial animal establishments.

6.28.020 Permit requirements.

6.28.030 Kennel permit.

6.28.040 Breeder permit.

6.28.050 Breeder advertising.

6.28.060 Reporting of dog/cat records.

**6.28.010 Commercial animal establishments.**

A. It is unlawful for any person, firm, corporation, or association to erect, establish, maintain any commercial animal establishment or pet shop without first obtaining a business license from the city and that business license may not be issued until after inspection and approval of the conditions of the commercial animal establishment by the Poundmaster according to the requirements of this Chapter. Such business license shall be issued pursuant to city licensing regulations; however, the Poundmaster may suspend it at any time an inspection reveals a violation of the provisions of this chapter.

B. Every person within the city who owns, conducts, manages, or operates any commercial animal establishment for which a city business license or special use permit is required shall comply with each of the following conditions:

1. Housing facilities shall be structurally sound and shall be maintained in good repair to protect animals from injury and restrict entrance of other animals;
2. All animals and all animal buildings or enclosures shall be maintained in a clean and sanitary condition;
3. All animals shall be supplied with sufficient good and wholesome food and water as often as the feeding habits of the respective animals require;
4. Animal buildings and enclosures shall be constructed and maintained so as to prevent escape of animals;
5. All reasonable precautions shall be taken to protect the public from the animals and animals from the public;
6. Every building or enclosure wherein animals are maintained shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required according to the physical needs of the animals;
7. All animal rooms, cages, and runs shall be of sufficient size to provide adequate and proper housing for animals kept therein;
8. All animal runs shall be of concrete and provided with adequate drainage into an approved sewer or individual sewer disposal installation;
9. All animals shall be taken to a licensed veterinarian for an examination and treatment if so ordered by the animal control officer;
10. Every violation of applicable regulation shall be corrected within reasonable time to be specified by the animal control officer;
11. Commercial animal establishments shall comply with all other applicable City codes and ordinances;
12. All commercial animal establishments may be inspected from time to time by an animal control officer to investigate any complaints of violations of the provisions of this chapter.

C. Failure of the applicant for said license or special use permit to comply with any one of the foregoing conditions shall be deemed just cause for the denial of any business license, whether

original or renewal and/or the issuance of a citation for violations pursuant to provisions of this chapter.

**6.28.020 Permit requirements.**

A. Application for all kennel or breeder permits pursuant to this chapter shall be filed with the Poundmaster on a form prescribed by the pound-master. Fees charged for these permits shall be set annually by resolution of city council as recommended by the Poundmaster. The kennel and breeder permits shall be issued for the calendar year or any part thereof and are effective from January 1st of each year and expire on December 31st of that same year. The full amount of the permit fee shall be paid even though the permit is issued for only a portion of a permit year. Renewal and payment of the permit is due and payable on January 1st of each year. The Poundmaster shall collect a delinquent penalty in an amount equal to the amount as established for license penalties.

B. The failure to obtain the appropriate permit is punishable as an infraction as set forth herein.

C. Any or all of the permits within this code may be immediately suspended for any violations of the conditions for commercial animal establishments pursuant to Section 6.28.010.

**6.28.030 Kennel permit.**

A. It is unlawful for any person(s) to own, maintain, or harbor, any more than a total of four dogs and/or cats combined within the city limits without first obtaining a kennel permit (or breeder permit for animals less than four months in age) from the Poundmaster. The issuance of the permit shall be at the discretion of the Poundmaster who shall take into consideration the manner in which the animals are housed, sanitation and noise factors, as well as animal control regulations. The kennel permit may also require the payment of a separate kennel permit fee at the rate set by City Council. Kennel permits shall contain the same requirements as commercial establishments for the health and safety of animals and the general public.

B. Effective March 1, 2026 the City of Exeter will not issue kennel permits to locations that have not previously been issued a kennel permit within the prior three years. This prohibition on new kennel permits shall not apply to kennel permits for commercially operated kennels established after this date in a land use zone that allows such usage under the City of Exeter Zoning Ordinance and the kennel has complied with all other applicable zoning requirements.

**6.28.040 Breeder permit.**

A. It is unlawful for any person to breed more than one litter of dogs and/or cats in one year for sale or profit or to advertise for the sale/adoption of such animals without first obtaining a breeder permit.

B. The fees for a breeder permit shall be set by resolution of the city council and must be submitted to the Poundmaster for the breeding of dogs or cats that produce one or more litters in a year, as well as advertising for the sale of dogs and cats within the city limits. Breeding permit requirements are as follows:

1. No offspring can be sold/adopted until eight weeks of age;
2. No offspring can be sold/adopted until vaccinated against common diseases;
3. The breeder permit holder must display the permit number when advertising the animals for sale/adoption.

**6.28.050 Breeder advertising.**

It is unlawful for any person to advertise for the sale/adoption of a litter of dogs or cats in the city without including in the advertisement a city breeder permit number. A litter shall be defined as two or more offspring from the same female dog or cat.

**6.28.060 Reporting of dog/cat records.**

Every commercial animal establishment holder of a breeder permit, holder of a kennel permit and others who sell/adopt animals for consideration must keep permanent records of all dogs/cats sold/adopted and forward such information on a monthly basis to the Poundmaster for licensing and confirmation of rabies vaccination.

**SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

**SECTION 4. Potential Conflicts.** All ordinances, parts of ordinances, City resolutions or policies, and the like, in conflict with those sections amended or added herein to the Exeter Code of Ordinances, are hereby expressly superseded by this ordinance.

**SECTION 5. Effective Date.** This ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

**SECTION 6. Certification.** The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.

The foregoing ordinance was passed and adopted by the City Council of the City of Exeter on a motion of Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ at a regular meeting held on \_\_\_\_\_, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Jacob Johnson, Mayor

ATTEST:

---

Francesca Quintana, City Clerk



## Agenda Item Staff Report

**Agenda Item Number:**

**J.2.**

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Consideration of Design of New Mike Germaine Bark Park Sign in Honor of Mike Germaine and Park Sign Construction Material

**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)

    J.R.    

**Department Recommendation:**

Staff recommends that the City Council provide direction on the design of a new “Mike Germaine Bark Park” sign.

**Summary:**

On August 26, 2025, the City Council adopted Resolution 2025-36 renaming the Exeter Bark Park as the “Mike Germaine Bark Park” in honor of Mike Germaine, who was instrumental in the dog park’s development and maintenance. In order to implement the Council’s action, staff is requesting direction on the design of the new sign to reflect the new name of the Mike Germaine Bark Park.

Rocky Hill Printing, a local sign and printing company, is able to design and manufacture aluminum composite signs with a variety of design options. Aluminum composite signage offers a more durable and vandalism-resistant alternative to traditional wood signs. Graffiti can be pressure washed or the sign replaced at a significantly lower cost, improving maintenance efficiency and reducing long-term expenses. Aluminum composite park signs can be purchased at an estimated cost of \$201.19 per sign.

The current sign at the park was painted by Kelsey Gilles of Puttin on the Paint. Kelsey has offered options to change the name on the current sign or paint a new sign for the park. Ms. Gilles noted that if the City Council desired to modify the current sign by updating the name that she would donate her services. She can also design and paint a new sign for the park. A

new sign the same size of the existing sign would range from \$300 to \$500 based on the detail of the desired imagery. If the City Council would like to move forward with a painted sign, staff will work with Ms. Gilles to obtain a quote based on the desired size and design.

Staff has been made aware that there is interest from the community in donating funds for the cost of the Mike Germaine Bark Park sign.

Staff also recommend transitioning City park signage from engraved redwood to aluminum composite material, when replacement is required. The City's existing redwood park signs, while visually attractive, are costly to replace, susceptible to vandalism, and difficult to repair when damaged. Replacement costs for redwood signs typically exceed \$1,000 per sign and often involve extended lead times.

### **Background:**

On August 26, 2025, the City Council adopted Resolution 2025-36 renaming the Exeter Bark Park as the "Mike Germaine Bark Park" in honor of Mike Germaine. Mike Germaine was a beloved community member whose vision, persistence, and passion led to the creation of the Exeter Bark Park. As the founder of Friends of Residential Exeter Dogs, Mike dedicated more than 16 years of his life to making the park a reality and continually worked to improve it for the enjoyment of residents and their pets.

Mike Germaine passed away on July 22, 2025, at the age of 89. His legacy of compassion, service, and commitment to the well-being of both residents and their pets will continue to live on through the Bark Park that he helped establish.

Staff has been working with a local sign and printing company and muralist to obtain options for the Mike Germaine Bark Park design as well as a durable sign material that could be utilized for the sign and park signs throughout the community. Historically, the City has utilized redwood park signage to reflect the community's connection to the nearby giant sequoias. While aesthetically pleasing, these signs have proven difficult to maintain. Instances of graffiti have occurred on park signs and due to the porous nature of wood, graffiti removal is often difficult, requiring full sign replacement.

### **Fiscal Impact:**

The direction provided this evening will not create a fiscal impact. A future item will be considered for final design approval.

### **Prior City Council Actions:**

On August 12, 2025, the City Council adopted Resolution No. 2025-36 renaming the Exeter Bark Park as the "Mike Germaine Bark Park"

### **Attachments:**

- Copy of Resolution No. 2025-36

- Quote from Rocky Hill Printing for Aluminum Composite Signs
- Sign Redesign and Examples Presentation

**Recommended motion to be made by the City Council:**

Provide direction to staff on the design, material, and location of Mike Germaine Bark Park sign and material of future replacement of City of Exeter park name signs.

**RESOLUTION NO. 2025-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER, HONORING  
THE LATE MIKE GERMAINE BY RENAMING THE EXETER BARK PARK TO  
“MIKE GERMAINE BARK PARK”**

**WHEREAS**, Mike Germaine was a devoted community member who founded Friends of Residential Exeter Dogs and dedicated more than sixteen years of his life to the establishment and ongoing improvement of the Exeter Bark Park; and

**WHEREAS**, through his vision, leadership, and commitment, the Exeter Bark Park was transformed from an idea into a thriving community asset enjoyed daily by Exeter residents and their pets; and

**WHEREAS**, Mike Germaine’s efforts created a safe, welcoming, and recreational space that continues to bring people together and enhance the quality of life in Exeter; and

**WHEREAS**, Mike Germaine’s dedication to the welfare of both animals and residents stands as a model of civic service and volunteerism in the City of Exeter; and

**WHEREAS**, Mike Germaine passed away on July 22, 2025, leaving behind a legacy of compassion, perseverance, and community spirit; and




**WHEREAS**, at the August 12, 2025, meeting of the Exeter City Council, Mayor Pro Tem Wilson requested that Council consider renaming the Exeter Bark Park in honor of Mike Germaine, in recognition of his years of service and lifelong commitment to the project; and

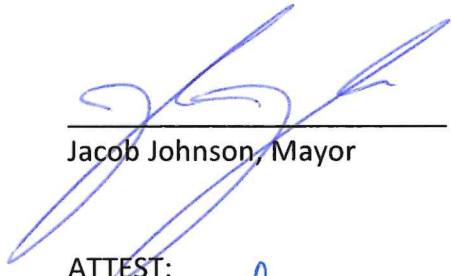
**WHEREAS**, the City Council of the City of Exeter desires to recognize Mike Germaine’s lasting contributions to the community by renaming the Exeter Bark Park in his memory.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Exeter does hereby rename the Exeter Bark Park as the:

“Mike Germaine Bark Park.”

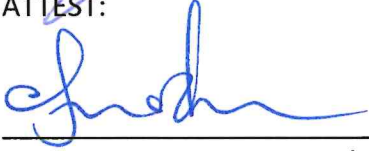
PASSED AND ADOPTED by the City Council of the City of Exeter this 26<sup>th</sup> day of August 2025 by the following vote:

AYES: WILSON, RIDDLE, LENTZ, JOHNSON, ALVES  
NOES:   
ABSTAIN:   
ABSENT: 



Jacob Johnson, Mayor

ATTEST:



Francesca Quintana, City Clerk

Rocky Hill Printing  
 236 E. Pine St Exeter, CA 93221  
 Contact@rockyhillprinting.com  
 (559) 967-6040

www.Rockyhillprinting.com



# Quote 5196

QUOTE DATE  
 Mon, 12/15/2025  
 QUOTE EXPIRY DATE  
 Wed, 01/14/2026  
 TERMS  
 Net 30

REQUESTED BY  
 COE

CONTACT INFO

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	<b>Rigid Sign w/ Digitally Printed Graphics</b> Single sided 4x2 ACM sign with printed and laminated graphics. NO DESIGN is included. Width: 48 Inches Height: 24 Inches Dibond - 3mm White Substance 2755 Gloss Substance PL-3150 Labor - Rigid Sign w/ Digital Graphics	1	Each	\$185.00	\$185.00	Y

*This handcrafted quote is based on the specific information you've given us and is valid for 30 days.*

When you approve this quote, you are agreeing to pay 100% of the quoted price. We require a 50% deposit to begin work on your project. Once we receive your deposit, we'll schedule your project and email you an estimated completion date. The remaining balance is due upon completion of your order.

**Need to make that changes?**

No problem - but please realize, changes to quantity or specifications will affect your price. We will provide you with an updated quote based on the changes.

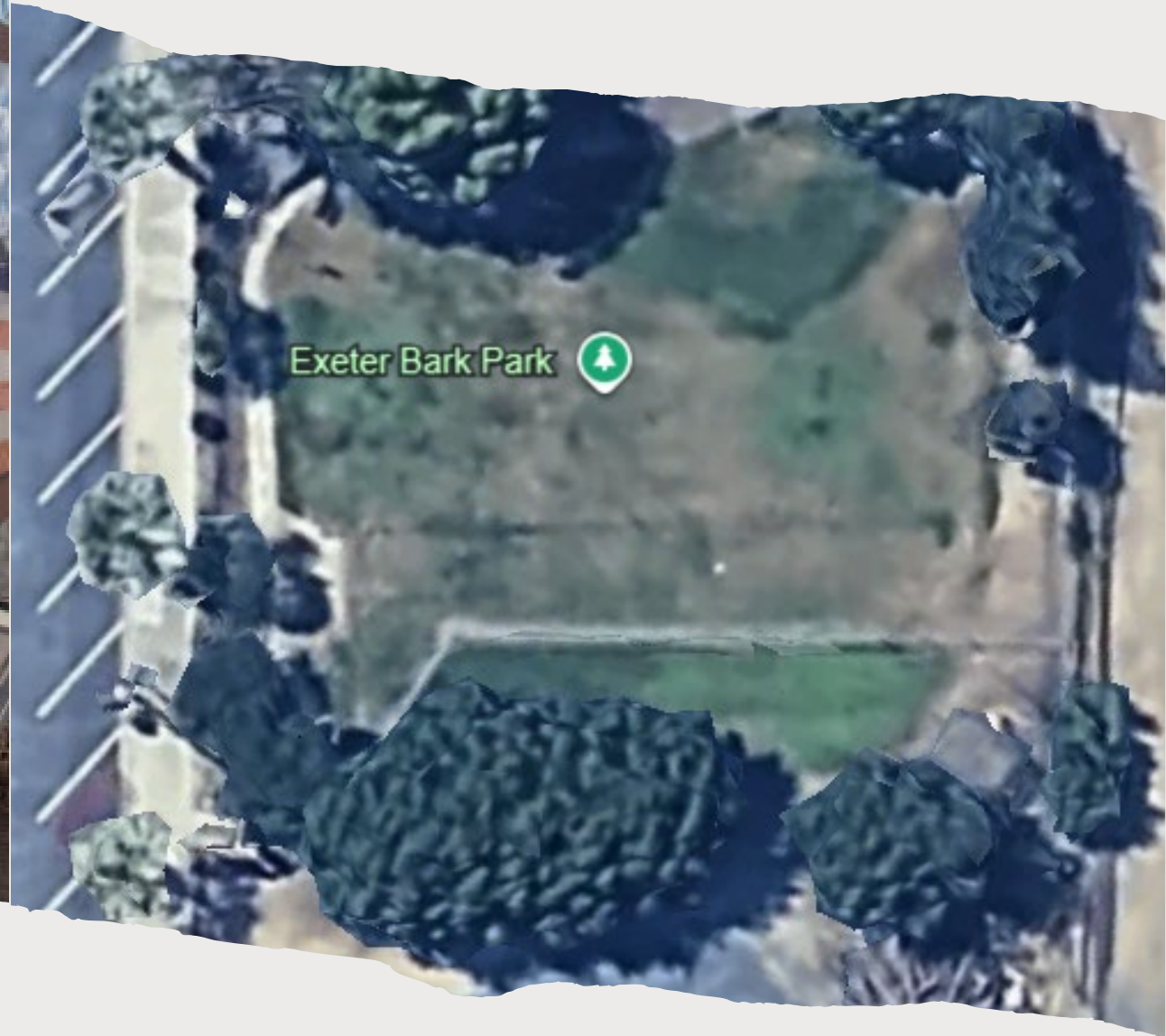
<b>Subtotal:</b>	<b>\$185.00</b>
<b>Sales Tax (8.75%):</b>	<b>\$16.19</b>
<b>Total:</b>	<b>\$201.19</b>

**Downpayment (50.0 %)**

**\$100.59**

**SIGNATURE:**

**DATE:**



# MIKE GERMAINE BARK PARK SIGN AND REDESIGN EXAMPLES

## JANUARY 13, 2026 | CITY COUNCIL MEETING

# CURRENT PARK SIGN DESIGN



# SAMPLE DESIGN CONCEPTS



# SAMPLE DESIGN CONCEPTS (CONT.)





## Agenda Item Staff Report

**Agenda Item Number:**

**J.3.**

**Meeting Date:**

January 13, 2026

**Wording for Agenda:**

Council Review and Direction Regarding Downtown Parking Improvements

**Submitting Department:**

Engineering

**Contact Name:**

Kevin Gross, Contract City Engineer

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

    J.R.    

**Department Recommendation:**

Staff requests that City Council review and provide direction on the recommended Downtown Parking Improvements located along F Street, E Street, and Pine Street.

**Summary:**

This staff report focuses on improving the downtown parking with updated ADA parking stalls and additional parking along F Street. The analysis for these improvements is explained below.

**Background:**

The City Council brought to staff's attention the desire to improve the parking in the downtown area for both updating key ADA parking stalls, as well as adding parking on F Street between Pine Street and Maple Street. *(See Attachment A)* These areas were analyzed by the City Engineer and the proposed options for improvements have been provided in this staff report. The elements of this report are noted below.

ADA Parking Improvements

Note: It is recommended that the previously existing ADA parking stall that was removed on the NW corner of Pine Street and E Street not be considered in this analysis. This recommendation was derived from the storm drain conflicts that would occur with ADA compliance and the prime location in front of Exeter Flower Shop, where full ADA compliance would significantly impede their frontage.

1. E & Pine Street (SE Corner): The proposed accessible parking stall is located on E Street just south of Pine Street, where an ADA parking space previously existed. The updated design upgrades this location to a van-accessible, ADA-compliant stall. This location is advantageous due to minimal impacts on adjacent businesses and on-street parking. Implementation will require removal of one (1) existing parking stall, as well as associated concrete, and grading improvements (*See Attachment B*).
2. E Street Public Parking Lot 1: The existing ADA parking stall in this lot does not meet current accessibility standards. Following a site assessment, staff determined that a parallel ADA stall is the only feasible configuration. The recommended location is along the east side of the lot adjacent to the trash enclosure. (*See attachment C*)

A second option per CBC guidelines states that “Minor repairs or alterations are permitted, provided they do not increase the degree of the nonconformity”. Which means that re-stripping the stall with the exact parameters as existing would be acceptable.

3. E Street Public Parking Lot 2: The existing ADA parking stall at this location is suboptimal for accessibility and presents significant challenges for individuals with disabilities. Due to insufficient lot depth, an angled ADA stall cannot be accommodated. Staff have therefore proposed 2 alternatives at this location.

**Alternative 1** - Installation of a parallel ADA stall at an alternative location within the lot that offers improved accessibility and compliance with ADA design standards. This modification will result in a net reduction of two (2) parking stalls (*See Attachment D*).

**Alternative 2** – Installation of a perpendicular ADA parking stall as well as upgrading the existing parking lot to city standard by making a 1-way travel lane on the north end of the parking lot. This will reduce parking stalls but will enhance the parking lot with standard parking stalls for larger vehicles prohibited in its current state. This modification will result in a net reduction of five (5) parking stalls (*See Attachment E*).

Re-stripping the existing ADA stall at this location is not recommended due to the severity of non-compliance. Staff recommends that council decide to either move forward with full ADA compliance stall or remove the ADA stall in its entirety and keep as a “non-ADA” stall location.

### F Street Additional Parking

The proposed additional parking area is located along the west side of F Street, between Pine Street and Maple Street. The design provides a total of fifteen (15) new standard parking stalls, improving overall parking capacity in the downtown area. In addition to the standard stalls, the

plan incorporates one (1) Van Accessible ADA-compliant parallel parking stall to ensure accessibility in accordance with current ADA design standards. These improvements are intended to enhance parking availability while supporting equitable access for all users. (See Attachment F)

### **Fiscal Impact:**

The costs of these improvements in its entirety (Design/Construction/ Construction Management) are as follows:

1. E & Pine Street (SE Corner): \$32,000
2. E Street Public Parking Lot 1:
  - a. Full Compliance: \$20,000
  - b. Re Striping Existing: \$4,000
3. E Street Parking Lot 2:
  - a. Full Compliance: \$32,000
  - b. Remove Stall: \$500
4. F Street Additional Parking
  - a. \$37,000
5. Topo/ Engineering: \$27,000
6. Bidding Assistance / CM: \$30,000

Total with (20%) Contingency = \$215,000 (Full ADA Improvements)

### **Prior City Council Actions:**

None associated with this action.

### **Attachments:**

- A) Overall ADA Parking Plan
- B) Pine & E Street ADA Parking Plan
- C) E Street Public Lot 1 ADA Parking Plan
- D) E Street Public Lot 2 ADA Parking Plan – Alternative 1
- E) E Street Public Lot 2 ADA Parking Plan – Alternative 2
- F) F Street Additional Parking Plan

### **Recommended motion to be made by the City Council:**

Consensus and direction from the Council on whether to move forward with the recommended changes.



Existing ADA Parking Stall



PROJECT NO.: 250087  
 DRAWN BY: KG  
 QA/QC BY: GP  
 SCALE: NTS  
 SHEET NO.:  
**1 OF 1**

**CITY OF EXETER  
 OVERALL ADA PARKING PLAN**

**Attachment A**



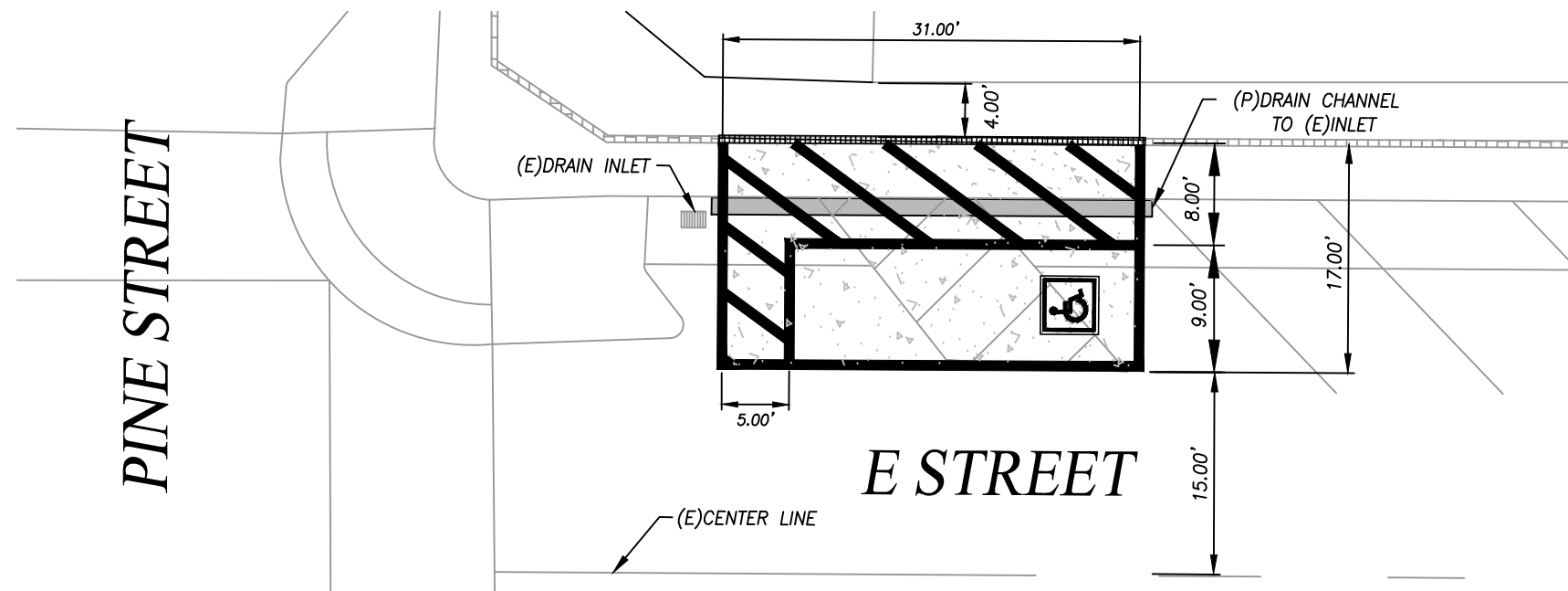
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 VISALIA, CA 93292  
 TEL: (559) 733-0440  
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EXISTING CONDITION



PROPOSED CONDITION



PLAN VIEW



SCALE: 1"=12'

PROJECT NO.: 0
DRAWN BY: KG
QA/QC BY: GP
SCALE: NTS
SHEET NO.: 1 OF 1

**PINE & E STREET ADA PARKING PLAN  
CONCEPTUAL DESIGN PLAN  
CITY OF EXETER, CA**

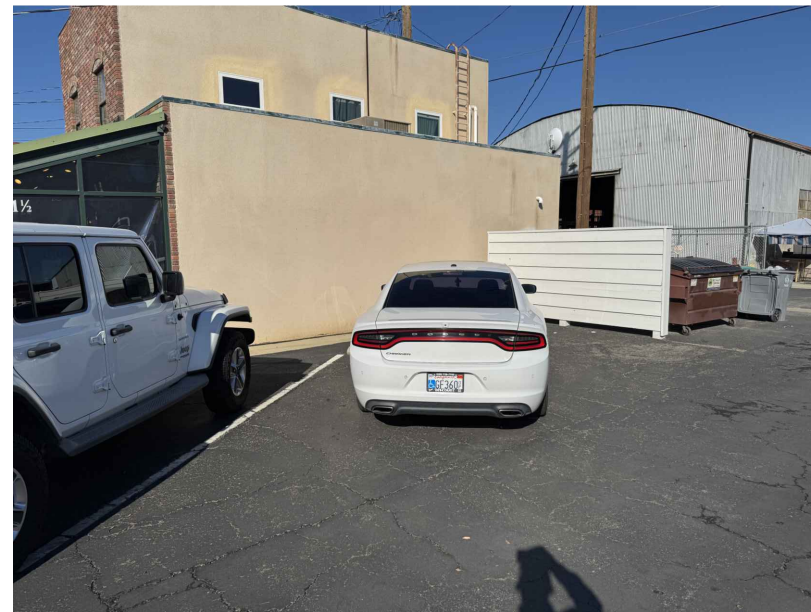
**Attachment B**



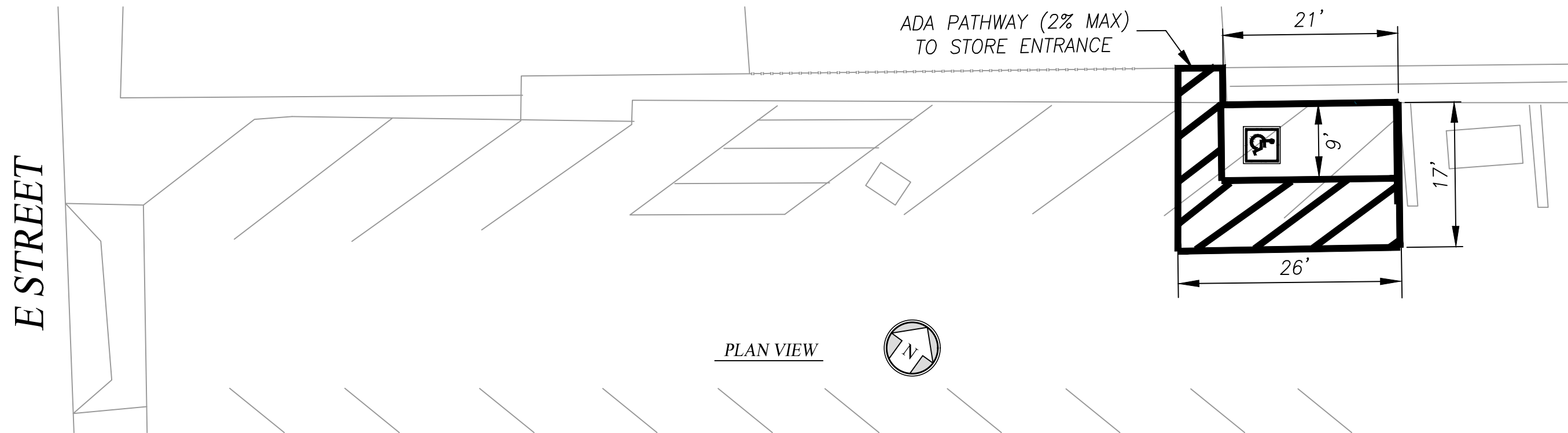
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EXISTING CONDITION



PROPOSED LOCATION



PLAN VIEW

PROJECT NO.: 0
DRAWN BY: KG
QA/QC BY: GP
SCALE: NTS
SHEET NO.: <b>1</b> OF <b>1</b>

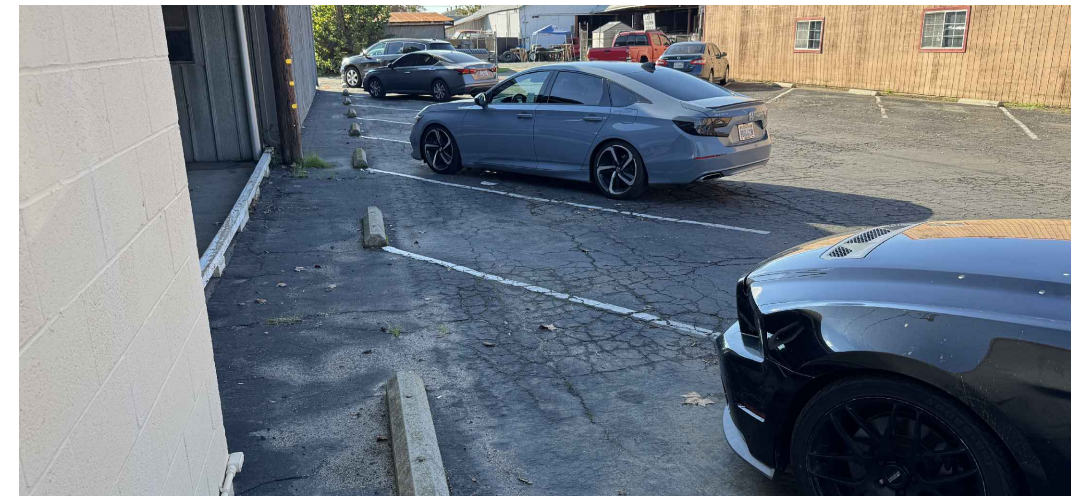
**E STREET PUBLIC LOT 1 ADA PARKING PLAN**  
**CONCEPTUAL DESIGN PLAN**  
**CITY OF EXETER, CA**

Attachment C

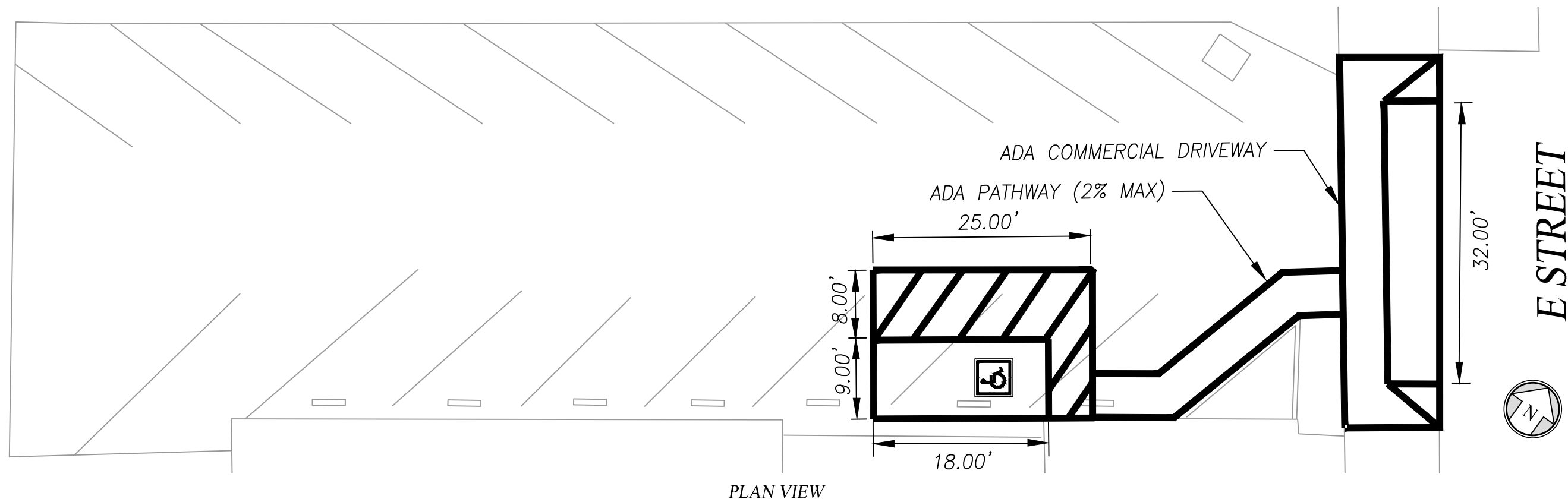
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EXISTING CONDITION



PROPOSED LOCATION

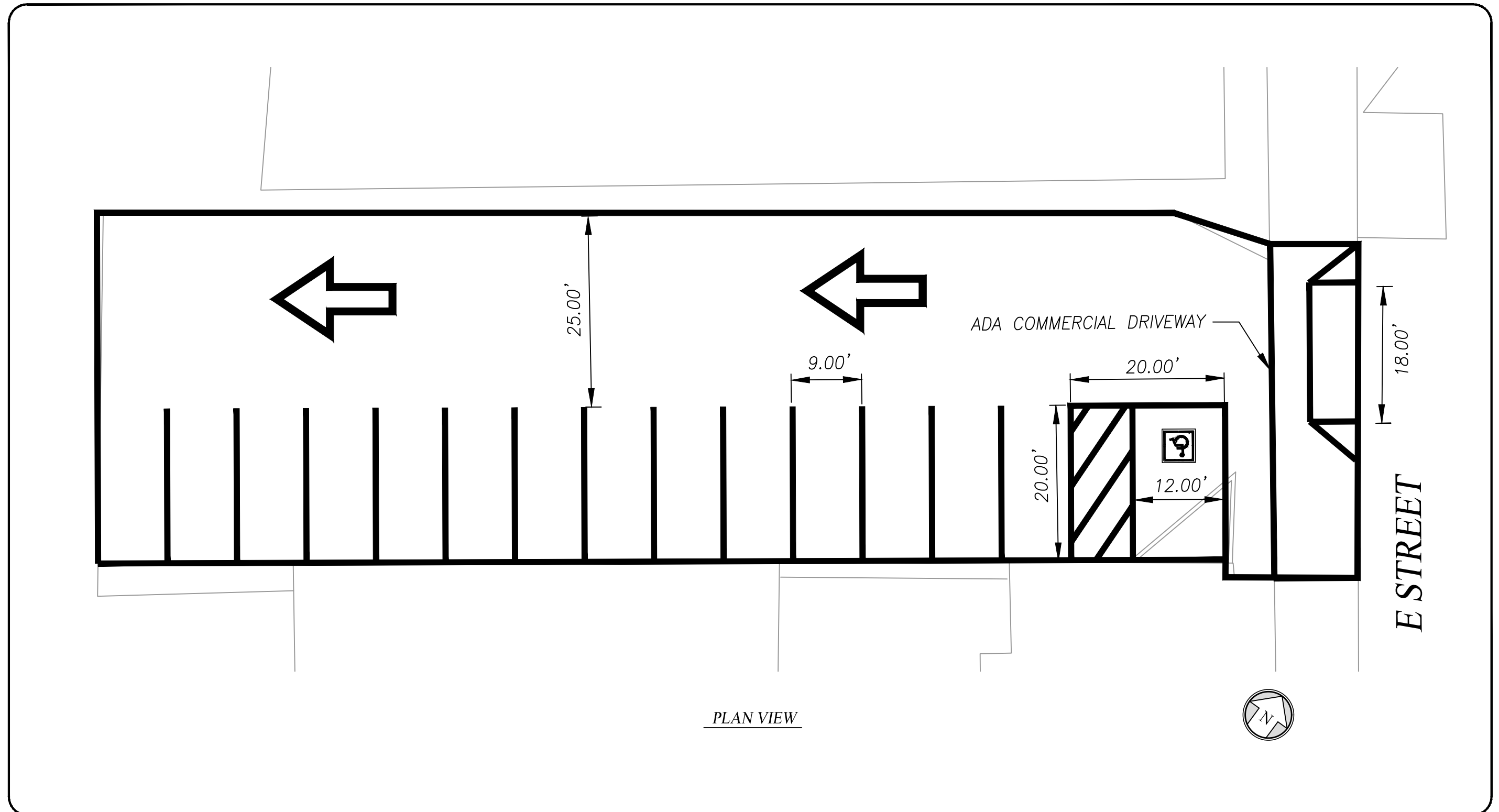


PROJECT NO.: 0  
 DRAWN BY: KG  
 QA/QC BY: GP  
 SCALE: NTS  
 SHEET NO.:  
**1 OF 1**

**E STREET PUBLIC LOT 2 ADA PARKING - ALTERNATIVE 1**  
**CONCEPTUAL DESIGN PLAN**  
**CITY OF EXETER, CA**

**Attachment D**

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 QA/QC BY: GP  
 SCALE: NTS  
 SHEET NO.:  
**1 OF 1**

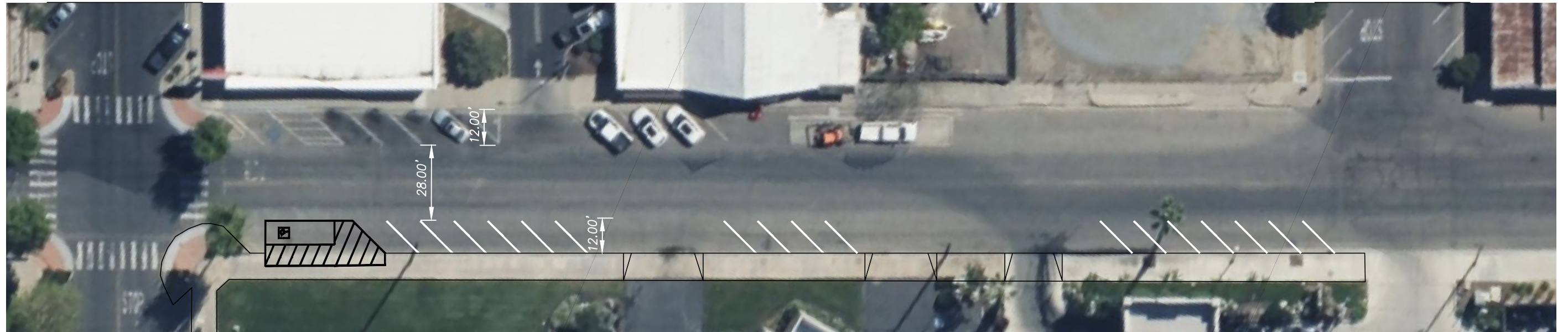
**E STREET PUBLIC LOT 2 ADA PARKING - ALTERNATIVE 2**  
**CONCEPTUAL DESIGN PLAN**  
**CITY OF EXETER, CA**

**Attachment E**

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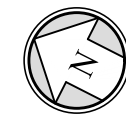
PINE STREET

MAPLE STREET

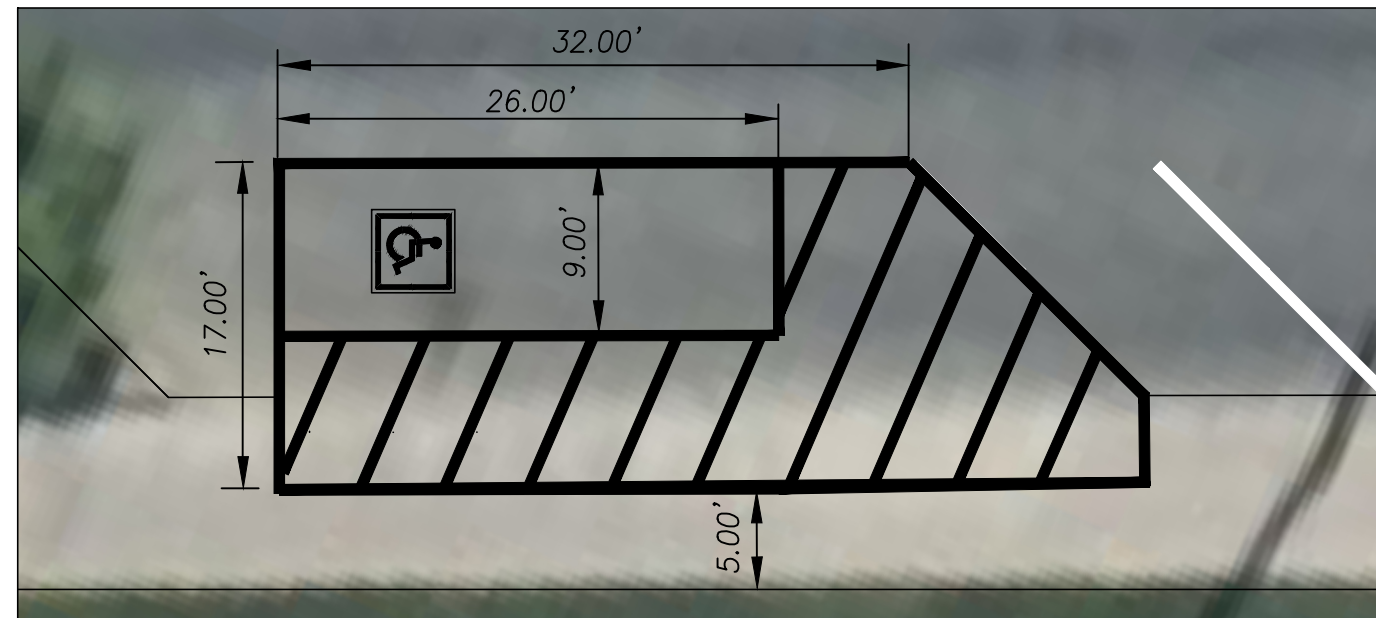


# F STREET

15 PARKING STALLS  
1 ADA PARKING STALL



SCALE: 1"=40'



PLAN VIEW



SCALE: 1"=10'

PROJECT NO.: 250087  
 DRAWN BY: KG  
 QA/QC BY: GP  
 SCALE: NTS  
 SHEET NO.:  
**1 OF 1**

**F STREET ADDITIONAL PARKING PLAN**  
**CONCEPTUAL DESIGN PLAN**  
**CITY OF EXETER, CA**

## Attachment F



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