



EXETER CITY COUNCIL REGULAR MEETING AGENDA

January 27, 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

Notice is hereby given that the Exeter City Council will hold a Regular Meeting on Tuesday, January 27, 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: One (1) Case (facts not known to potential plaintiffs)
2. GC 54957.6 Conference with Labor Negotiations
Agency Negotiator: City Administrator
Employee Groups: All Represented and Unrepresented Employees

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. 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 January 13, 2026, Regular Meeting Minutes (pp. 5 – 9)
2. Approval of the Payment of Bills for January 9, 2026 (pp. 10 – 16)
3. Approval of Payroll for the Period of December 29, 2025, to January 11, 2026 (pp. 17 – 24)
4. Approval of a Facility Use Request, Street Closure, and a Special Event Fee Waiver in the Amount of \$171.00 from the Exeter Chamber of Commerce for the 2026 Weekly Farmer's Market beginning March 4, 2026 (pp. 25 – 33)
5. Approval of a Special Event, Facility Use, Intersection Closure, and Traffic Control for a 2-Mile Foot Race on Various City Streets hosted by FYE Events on Saturday, March 7, 2026, between the hours of 6:00 a.m. and 12:00 p.m. (pp. 34 – 39)
6. Approval of Amendment No. 2 to Professional Services Agreement for Contract Services for the City of Exeter's Wastewater Treatment Plant and Water Distribution System with Central Cal Waterworks Inc. extending contracted services through June 30, 2026 (pp. 40 – 59)
7. Quarterly Update of the Internal Review for City of Exeter Landscape and Lighting Maintenance Assessment Districts (LLMADs) (pp. 60 – 61)

I. INDIVIDUAL BUSINESS ITEMS

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

1. Consider Adoption of **Resolution No. 2026-03**, A Resolution of the City Council of the City of Exeter, Approving Guidelines for the Owner-Occupied Housing Rehabilitation Program and First-time Homebuyer Program (pp. 62 – 178)
Presented by Eekhong Franco, Finance Director

2. Discussion and Direction Regarding Potential Updates to Animal Control–Related Fees and the City’s Fee Schedule (pp. 179 – 236)
Presented by Jason Ridenour, City Administrator

3. Provide Direction Regarding the Appointment Process to Fill a Vacancy on the Measure P Citizens Oversight Committee (pp. 237 – 244)
Presented by Francesca Quintana, City Clerk/Human Resources Manager

4. Consider Authorizing Staff to Enter Into Negotiations with A&M Consulting Engineers for Contract City Engineer Services for the City of Exeter in Accordance with Request for Proposals No. 25-03 (pp. 245 – 304)
Presented by Zachary Boudreaux, Public Works Director

5. Consider Authorizing the Transition of Park and Landscape and Lighting Maintenance Assessment District (LLMAD) Maintenance Services to In-House Operations (pp. 305 – 337)
Presented by Zachary Boudreaux, Public Works Director

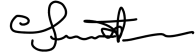
J. CITY COUNCIL ITEMS OF INTEREST

K. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

L. 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 23, 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.



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

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

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

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

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS

City Administrator noted for the record that Council Member Vicki Riddle was unable to attend the meeting in person due to illness and requested Council approval for her to participate via teleconference pursuant to SB 707 meeting requirements. Council approved the request. Members of the public were advised that teleconference participation was also available, with connection information provided by the City Clerk.

Approval for Council Member Riddle to attend via teleconference pursuant to SB 707							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	ALVES	(3-0)	ABSENT	AYE	AYE	ABSTAINED	AYE

No public comments were presented.

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

Mayor Pro Tem called the regular session to order at 7:01 p.m.

E. INVOCATION

Led by Mayor Pro Tem Wilson.

F. PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Wilson.

G. PUBLIC COMMENTS

Public comment from George Eddy, Superintendent of Exeter Unified School District (EUSD), and Virginia Padilla EUSD Board President. Both speakers expressed their support for current City staff, commended the work performed since their respective appointments, and praised the School Resource Officer (SRO) program and the positive relationships that have been established.

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)

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

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

City Attorney provided a report for the City Council and members of the public.

Mayor Pro Tem opened the public hearing at 7:15 p.m. Receiving no public comment, Mayor Pro Tem closed the public hearing at 7:15 p.m.

City Attorney provided second reading of Ordinance No. 717 by title only.

Approval 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							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	ALVES	(4-0)	ABSENT	AYE	AYE	AYE	AYE

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

Public Works Director provided a report for the City Council and members of the public.

Public comment from Sherri Wilson. Wilson asked clarifying questions about the signs and the Public Works Director and City Administrator provided responses.

Council provided direction to update the painted Bark Park sign, update the brick Bark Park sign, install a new interior sign featuring the City of Exeter aerial design, and include a plaque honoring Mr. Germaine. Council also directed that future park sign replacements follow the City of Exeter aerial sign design.

Approval of Design of New Mike Germaine Bark Park Sign in Honor of Mike Germaine and Park Sign Construction Material							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	ALVES	(4-0)	ABSENT	AYE	AYE	AYE	AYE

3. Council Review and Direction Regarding Downtown Parking Improvements (pp. 171 – 179)
Presented by Kevin Gross, Contract City Engineer

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

K. CITY COUNCIL ITEMS OF INTEREST

Council Member Alves requested that the Mike Germaine plaque be placed on a future agenda for discussion and congratulated Mayor Johnson on the birth of his new baby.

Council Member Lentz had no report and also congratulated the Mayor.

Council Member Riddle announced that meetings for TCAG, TCRTA, and Downtown Merchants are scheduled for the upcoming week.

Mayor Pro Tem Wilson congratulated Mayor Johnson on the birth of his new baby, reported attending the Tooleville meeting, and noted that December was a busy month.

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 Pro Tem Wilson adjourned the meeting at 8:24 p.m.

Francesca Quintana, City Clerk



Agenda Item Staff Report

Agenda Item Number:

H.2.

Meeting Date:

January 26, 2026

Wording for Agenda:

Approval of the Payment of Bills for January 9, 2026.

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 amount.

- \$381,512.44 dated January 9, 2026

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: \$381,512.44 dated January 9, 2026
- 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 January 9, 2026.

Recommended motion to be made by the City Council:

I move to approve the payment of bills in the amount of \$381,512.44 dated January 9, 2026.

Report Selection:

Run Group... 010926 Comment... 010926 CHECK RUN

Approval Date for Report..... 01 09 2026

Payments Through Date..... 01 09 2026

Cutoff Amount to be Used..... 0000000

RUN GROUP... 010926 COMMENT... 010926 CHECK RUN

DATA-JE-ID DATA COMMENT

D-01092026-504 CHECK RUN 01/09/2026

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 1/09/2026 for Payments Through 1/09/2026

Vendor Name	Description	Amount
A.R.E AUTO PARTS INC.	NAPA COMMER BTRY-BACKHOE	2,299.31
ABLE INDUSTRIES, INC	12/25 BLMNT BIKE PATH	967.50
ADVENTIST HEALTH TULARE	NOV LAB FEES	258.00
ALTA LANGUAGE SERVICES INC	MORALES, S-IVR TEST SPAN	58.00
ANDERSON FENCE COMPANY	REPROGRAM ENTRANCE GATE	585.00
AT&T	NOV 2025 LIVESCAN	112.19
BANC OF AMERICA LEASING	PAYMENT 47 PRINCIPAL	46,351.61
BASIC	JAN 2026 COBRA FEE	35.01
BLUE SHIELD OF CALIFORNIA	1/1/26-1/31/26	47,282.64
C.L.E.A.	JAN 2026 LT DISABILITY	128.00
CENTRAL CAL WATERWORKS, INC	CPO DEC 2025 WWTP	35,364.92
CENTRAL VALLEY BUSINESS FORMS	NO PARKING-SIGN 11X14	190.31
CITY OF EXETER	11/18-12/18/25 MUSEUM	879.42
CONSOLIDATED ELECTRICAL DISTRI	SINGLE PORT CABLE-PD/ADM	190.04
COUNTY OF TULARE	NOV PRINT MONTHLY	4,739.36
COZADAMS CLEANING LLC	CLEANING SERVICES-PD/ADM	910.00
CULLIGAN	DEC FD WTR SERVICE	161.70
DATA TICKET, INC	NOV CITATION PROCESSING	163.65
DOOLEY ENTERPRISES INC	9MM 124 GR FULL METAL J	1,606.73
ELITE CORPORATE MEDICAL SERV	MEDICAL CLINIC FEE-53	1,404.50
EXETER IRRIGATION DISTRICT	RH DR BOLLARD REPAIR	138.08
EXETER MERCANTILE CO.	BRAKE LABOR-FD ENG 11	937.30
EXETER MOTORS, INC.	COVER ASY-SE- E14	757.71
FERGUSON US HOLDINGS, INC	4-1/2 UPPER STEM F/ A423	1,824.41
FRESNO OXYGEN	STD LRG FOWS CYLS	175.29
GOVERNMENT REVENUE SOLUTIONS	DEC 2025 APP HOSTING	3,564.77
GREEN BOX RENTALS INC	12/15/25-1/14/26 STRG	228.38
HIGH SIERRA LUMBER CO.	DRYWALL 1/2X4/8-PD/ADMIN	527.46
HPS WEST, INC	1" BLMJ METER LF BODY	12,107.50
JACK GRIGGS INC	DEC 2025 GAS	10,045.07
MID VALLEY DISPOSAL, LLC	DEC 2025 MID VALLEY	122,332.43
MOORE TWINING ASSOCIATES, INC	TITLE 22 10 DAY	10,464.00
PACE SUPPLY CORP.	3/4 LF COP X FIP-PD/ADMI	825.80
PENA'S DISPOSAL INC	PD DEC 2025 SHRED	152.12
PROFORCE	SBA OUTER CARRIER	576.31
QUAD KNOFF ENGINEERING	250008 25 GEN ENG SERVIC	13,383.86
SEQUOIA DOOR, INC.	REKEY/REPLACE FRNT DR-CH	313.82
SERVIAM BY WRIGHT LLP	NOV 2025-333 PALM	2,368.80
SIERRA SANITATION, INC	12/29-1/25/26 300 S E ST	1,121.51
SOUTHERN CALIFORNIA EDISON	7269-12/1/25-12/31/25	9,182.44
SOUTHERN CALIFORNIA GAS CO.	0891- 11/26/25-12/29/25	2,765.90
STANDARD INSURANCE CO.	JAN 2026 LIFE INSURANCE	2,388.12
STIMPEL CONSTRUCTION INC	PW RESTROOM IMPROVEMENTS	19,739.55
TECHNOFLO SYSTEMS	EMRGNCY REP WELL 13-MTR	7,937.19
TRANSUNION RISK & ALTERNATIVE	DEC 2025 PERSON SEARCH	100.00
USA BLUEBOOK	BLEED VALVE ASSEMBLY	224.51
VALLEY EXPETEC	JAN MONTHLY BILLING	7,891.42
VAST NETWORKS	JAN 2026 FD INTERNET	2,500.00

Approved on 1/09/2026 for Payments Through 1/09/2026

Vendor Name	Description	Amount
WEST COAST TOW 4CREEKS, INC	TOWING FEE-LIC #9TIX882 22164 EXETER CITY STANDA	600.00 2,650.80
	Final Totals...	381,512.44

**

TOTAL NUMBER OF RECORDS PRINTED

231

Payments for Publication

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	56,595.00
105	WATER FUND	99,051.51
106	SANITATION FUND	123,083.67
107	SEWER FUND	40,616.30
109	GAS TAX FUND	9,182.44
121	INSURANCE FUND	51,110.27
131	MEASURE R	967.50
140	LANDSCAPE AND LIGHTING DISTR	905.75
TOTAL ALL FUNDS		381,512.44

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	381,512.44
TOTAL ALL BANKS		381,512.44



Agenda Item Staff Report

Agenda Item Number:

H.3.

Meeting Date:

January 27, 2026

Wording for Agenda:

Approval of Payroll for the Period of December 29, 2025, to January 11, 2026.

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 period of December 29, 2025 to January 11, 2026, in the following amounts.

- \$94,467.41 for December 29, 2025, to January 11, 2026, period with a check date of January 16, 2026.

Summary:

This item requests City Council approval of payroll expenditures incurred during the pay period of December 29, 2025, to January 11, 2026. 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: \$94,467.41 (for December 29, 2025 to January 11, 2026, payroll period period)
- 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 December 29, 2025, to January 11, 2026

Recommended motion to be made by the City Council:

I move to approve payroll for the period of \$94,467.41 for December 29, 2025, to January 11, 2026, period.

PERIOD 2 DATING 12/29/2025- 1/11/2026 CHECK DATE 1/16/2026
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
1786	63.69	CA STATE DISBURSEMENT UN	2	1	VENDOR CHECK
1787	27.70	JOHNSON/JACOB	739	1	
1788	1,496.35	ROBLES JR/EVERARDO	744	1	
1789	5,359.66	ROBLES JR/EVERARDO	744	2	
1790	349.08	PATTISON/LESLIE ALDENE	781	1	
1791	721.34	CREECH/JACE W	777	1	
1792	271.51	O'SHAUGHNESSY/BRIDGET E	751	1	
1793	1,586.23	O'SHAUGHNESSY/BRIDGET E	751	2	

TOTALS FOR CHECK FORM: CHEK			COUNTS
NEGOTIABLE CHECKS			
9,811.87	*EMPLOYEE CHECKS		7
63.69	*VENDOR CHECKS		1
0.00	*BANK CHECKS		0
9,875.56	**TOTAL NEGOTIABLE CHECKS		8
OTHER CHECKS			
0.00	*MANUAL CHECKS		0
0.00	*CANCELLED CHECKS		0
9,875.56	**TOTAL FOR CHECK FORM		
NON-NEGOTIABLE CHECKS			
0.00	*DIRECT DEPOSIT STUBS		0
0.00	*VENDOR DIR DEP STUBS		0

PERIOD 2 DATING 12/29/2025- 1/11/2026 CHECK DATE 1/16/2026
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
54482	175.50	CLOCEA	4	1 VENDOR STUB ONLY
54483	336.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
54484	210.48	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
54485	2,250.82	ARIAS/CHRISTINA	730	1 STUB ONLY
54486	2,706.61	QUINTANA FRANCESCA N	742	1 STUB ONLY
54487	4,709.32	RIDENOUR/JASON CHARLES	763	1 STUB ONLY
54488	1,511.01	CARTER/AMY JO	502	1 STUB ONLY
54489	4,285.83	FRANCO/EEKHONG	304	1 STUB ONLY
54490	18.93	HERNANDEZ/XOCHITL	306	1 STUB ONLY
54491	1,266.61	MILLER/CATHEY RENE	734	1 STUB ONLY
54492	1,488.11	RAMOS LEON/YOSENIA	776	1 STUB ONLY
54493	1,699.28	TOBIAS/ANTHONY JORDAN	746	1 STUB ONLY
54494	554.05	VEGA/ASHLEY MAKAYLA	753	1 STUB ONLY
54495	2,146.71	BROWN/ANDREW EUGENE	762	1 STUB ONLY
54496	3,035.38	BRYANT/EZRA JOSEPH	752	1 STUB ONLY
54497	1,710.73	CARRETERO/VANESSA	402	1 STUB ONLY
54498	2,873.43	GREEN GROVE/BRAYDEN TAY	767	1 STUB ONLY
54499	3,366.25	HEINKS/RYAN DAVID	765	1 STUB ONLY
54500	2,040.20	HERNANDEZ/ANDY	780	1 STUB ONLY
54501	1,322.11	HILL/HANNAH GRACE	747	1 STUB ONLY
54502	2,034.53	LINARES/FRANCISCO JR	772	1 STUB ONLY
54503	2,040.26	MAGANA MARTINEZ JOEL	773	1 STUB ONLY
54504	3,449.46	MOORE/ROBERT HARRY	764	1 STUB ONLY
54505	2,468.61	MORALES/SKYLEENA ROSE	779	1 STUB ONLY
54506	2,590.27	PRIDEAUX/TRACI	448	1 STUB ONLY
54507	4,363.36	SCHIMPF/ROBERT BRIAN	766	1 STUB ONLY
54508	2,096.00	SHIELDS/ZION	708	1 STUB ONLY
54509	2,657.77	VILLARREAL/ISIDRO	707	1 STUB ONLY
54510	263.39	YARBER/ISABEL	422	1 STUB ONLY
54511	468.42	YARBER/ISABEL	422	2 STUB ONLY
54512	1,825.20	ALDRIDGE/GARY	618	1 STUB ONLY
54513	3,548.17	BOUDREAUX/ZACHARY MICHA	756	1 STUB ONLY
54514	85.46	GOLDSTROM/NORMAN	629	1 STUB ONLY
54515	1,845.52	HUGGINS/KYLE AARON	621	1 STUB ONLY
54516	1,898.14	RIVERA/RYAN	733	1 STUB ONLY
54517	741.83	WENDT/EDDIE	626	1 STUB ONLY
54518	1,607.49	GARVER/ELIJAH	712	1 STUB ONLY
54519	1,808.88	ARROYO/MARIE	623	1 STUB ONLY
54520	2,443.86	MILLAN/MARCUS	622	1 STUB ONLY
54521	1,533.56	QUIROZ/PATRICK P	512	1 STUB ONLY
54522	1,616.81	RAMIREZ/GABRIEL GRACILI	761	1 STUB ONLY
54523	1,555.22	RAMIREZ/JUAN	608	1 STUB ONLY
54524	721.34	RANGEL/JOSE A	775	1 STUB ONLY
54525	3,220.94	HIFNER/CHRISTOPHER	736	1 STUB ONLY

PERIOD 2 DATING 12/29/2025- 1/11/2026 CHECK DATE 1/16/2026
DIRECT DEPOSIT IS TURNED ON

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

TOTALS FOR CHECK FORM: STUB

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

OTHER CHECKS

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

NON-NEGOTIABLE CHECKS

83,869.87	*DIRECT DEPOSIT STUBS		41
721.98	*VENDOR DIR DEP STUBS		3

PERIOD 2 DATING 12/29/2025- 1/11/2026 CHECK DATE 1/16/2026

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	78,202.05	59,382.69	52,149.90
1	105	10,401.01	14,671.24	14,310.56
1	106	.00	853.45	853.45
1	107	.00	11,608.28	11,247.62
1	121	.00	2,087.40	2,087.40
1	141	5,078.68	5,078.68	3,220.94

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 12/29/2025- 1/11/2026 CHECK DATE 1/16/2026

EMR CODE	FUND CODE	DEPT CODE	HOME TOTALS	FULL EMPLOYEE	PART	TEMP	FEMALE COUNTS
1	104	401 CITY COUNCIL	27.70		1		
1	104	402 ADMINISTRATION	9,666.75	3			2
1	104	403 FINANCE	10,823.82	5	1	1	6
1	104	421 POLICE	45,782.89	17			5
1	104	431 STREET	9,944.32	4	2		
1	104	471 RECREATION	1,956.57	1	1		1
1	105	461 WATER	10,401.01	5	2		1
1	141	421 POLICE	3,220.94	1			
1	141	471 RECREATION LEADER	1,857.74	1			1
TOTAL			93,681.74	37	7	1	16

PERIOD 2 DATING 12/29/2025- 1/11/2026 CHECK DATE 1/16/2026

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

GRAND TOTALS

NEGOTIABLE CHECKS			COUNTS
9,811.87	*EMPLOYEE CHECKS		7
63.69	*VENDOR CHECKS		1
0.00	*BANK CHECKS		0
9,875.56	**TOTAL NEGOTIABLE CHECKS		8

OTHER CHECKS

0.00	*MANUAL CHECKS		0
0.00	*CANCELLED CHECKS		0

9,875.56 ***GRAND TOTAL

NON-NEGOTIABLE CHECKS

83,869.87	*DIRECT DEPOSIT STUBS		41
721.98	*VENDOR DIR DEP STUBS		3

84,591.85 **TOTAL NON-NEGOTIABLE CHECKS 44

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

9,811.87	*EMPLOYEE CHECKS		7
63.69	*VENDOR CHECKS		1
0.00	*BANK CHECKS		0
83,869.87	*DIRECT DEPOSIT STUBS		41
721.98	*VENDOR DIR DEP STUBS		3

94,467.41 ***TOTAL NEGOTIABLE & NON-NEGOT 52

0.00 *OTHER CHECKS 0

94,467.41 ***TOTAL NEG, NON-NEG, OTHER CHECKS

TOTAL SEQ 1 FEMALES 16



Agenda Item Staff Report

Agenda Item Number:

H.4.

Meeting Date:

January 27, 2026

Wording for Agenda:

Approval of a Facility Use Request, Street Closure, and a Special Event Fee Waiver in the Amount of \$171.00 from the Exeter Chamber of Commerce for the 2026 Weekly Farmer's Market beginning March 4, 2026.

Submitting Department:

Public Works

Contact Name:

Marie Arroyo, Senior Administrative Assistant

Department Recommendation:

Staff recommends the City Council approve of a facility use request, street closure, no parking and a Special Event fee waiver in the amount of \$171.00 from Exeter Chamber of Commerce for the weekly Farmer's Market.

Background/Summary:

The Exeter Chamber of Commerce is requesting continued support for the 2026 Farmer's Market which is scheduled to kick off March 4, 2026, and operate each Wednesday in 2026, weather permitting.

The original request for the Farmer's Market was approved by the City Council on March 26, 2024. Following the inaugural season and subsequent operational experience, event organizers and downtown merchants collaborated to refine the street closure layout, with modifications approved by the City Council on February 25, 2025.

Based on public safety considerations, vendor spacing requirements, and feedback from downtown businesses, the Chamber is requesting minor adjustments to the previously approved street closure configuration. The proposed layout includes No Parking on E Street from Palm Street to 130 N. E Street (Bell Craft Brewery), with the street then closing from that point to Pine Street while keeping the intersection open. E Street would also be closed from

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Pine Street to the public parking lot adjacent to the Mural Gallery between the hours of 4:00 p.m. and 9:00 p.m.

This configuration allows Pine Street to remain open to traffic, provides designated vendor parking on the north end of E Street, and ensures appropriate separation between craft vendors and hot food vendors, including food trucks, in compliance with Tulare County Health Department requirements. Farm food, cottage food vendors, and entertainment would continue to be located on the south end of E Street and within Mixer Park.

The Weekly Farmer's Market has proven to be a successful community event that brings consistent foot traffic and economic activity to downtown Exeter. Event organizers work closely with downtown merchants each year to ensure vendors offer noncompetitive products, supporting local businesses while enhancing the overall vibrancy of the downtown area.

Conditions of Approval:

Approval of the event is subject to the following conditions:

1. City of Exeter will post all required street closure notifications, open and close streets at designated times.
2. Exeter Police Department will provide public safety.
3. City of Exeter will provide extended hours of the public bathrooms located behind City Hall.
4. 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.
5. Amplified Sound: Amplified sound is allowed consist with approved permit
6. Applicant will submit approved signature page prior to event.
7. Alcohol Regulations: This is an alcohol-free event
8. Event organizers are responsible for post event clean-up and debris removal.
9. Event organizers are responsible for managing all vendor licenses and required food handling permits.

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:

The City Council last approved related items for this event on March 26, 2024, and February 25, 2025.

Attachments:

- Facility Use Application
- Approved Amplified Sound Request

- Street Closure Application
- Fee Waiver Request

Recommended motion to be made by the City Council:

I move to approve a facility use request, street closure, no parking and a Special Event fee waiver in the amount of \$171.00 from Exeter Chamber of Commerce for the weekly Farmer's Market beginning March 4, 2026.



**CITY OF EXETER
FACILITY USE APPLICATION**

Application Date: 1/16/2026 Facility/Park Requested: E Street & Mixer
Date(s) Needed: Wednesdays 4-9pm Equipment Needed: _____
Set-up Time: 4pm Departure Time: 9pm
Event Start Time: 5pm Event End Time: 8pm
Name of Organization: Exeter Farmers Market / Exeter Chamber of Commerce
Type of Event: Certified Farmers Market
Address: 101 West Pine Exeter, Ca 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. 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.

Insurance and Waivers:

- General Liability Insurance:
 - Commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than \$2,000,000 per occurrence, general aggregate, and \$2,000,000 products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
 - The policy shall allow and be endorsed as primary and not seek contribution from the City's coverage.
 - The policy(s) shall provide and be endorsed to include, the City, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations.
 - Any failure to comply with reporting provisions of the policies by Applicant shall not affect coverage provided to the City.
 - Coverage shall state that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - Coverage shall allow and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, and agents.
 - When alcohol is served or sold, liquor liability coverage is required.
- Workers' Compensation and Employers' Liability - Statutory
 - Applicant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Applicant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Applicant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

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

- o 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.
- o 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:**

- o 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: Exeter Farmers Market / Hakey Glick

Signature: _____

Date: 1/16/2026

Phone Number _____

Email: exeterfarmersmarket@exeterchamber.com

This Section for City Staff Use Only:

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



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 Haley Gillick Phone No. 559-553-3490
Address 101 West Pine Exeter Ca 93221

Name of Organization Exeter Farmers Market Phone No. Same
Address 101 West Pine Exeter Ca 93221

Type of Event Certified Farmers Market Location of Event E Street @ Mixer Park
Wednesdays (From Palm to public parking lot at 137 E Street)
Date of Event March - Nov Start Time 4pm End Time 9pm

Type of equipment to be used generators, sound amplifiers, musical instruments

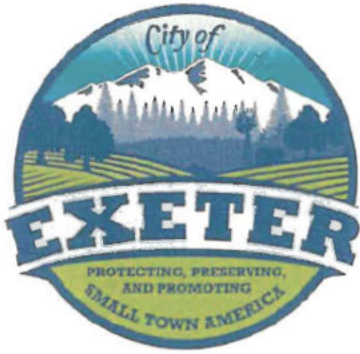
Additional Information _____

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

Haley Gillick
Applicant Signature
CHRIS KORSCHMAYER
Chief of Police

11/01/2020
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.)



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: Wednesdays, March-Nov.

Name of group requesting street closure: Exeter Farmers Market

Name of contact person: Halcy Glick Phone: [REDACTED]

Mailing address: 101 W. Pine St. Email: exeterfarmersmarket@exeterchamber.com

Alternate Contact Person: Heather Ritter Phone 559-592-2919

Mailing Address: 101 W. Pine St. Phone: _____

Type of event: Certified Farmers Market

Time of closure: 4:00 pm until 9:00 pm

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

E Street from Palm to Pine St, + Pine St to public.

Parking lot at 137 E Street.

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

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

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

Applicant Signature: [REDACTED] Date 1-21-20

Office use: *****

Fee paid _____

Public Works Director _____

Chief of Police _____

Council Approval: _____



January 20, 2026

Dear City of Exeter,

On behalf of the Exeter Farmers Market, we would like to respectfully request a waiver of the special event permit fee in the amount of \$171 for our Farmers Market.

The Exeter Farmers Market is a weekly community-focused event that provides ongoing enrichment for residents and visitors. Each week, the market features community engagement opportunities, children’s activities, or live entertainment, all aimed at fostering a vibrant and welcoming downtown atmosphere. As a free and family-friendly event, the market supports local vendors, encourages community connection, and contributes positively to the overall economic and social vitality of Exeter.

We are truly grateful for the City’s continued support of the Chamber and our efforts to offer inclusive events that benefit the community. A fee waiver would greatly assist us in continuing to provide these weekly activities throughout the season.

Thank you for your consideration. Please feel free to reach out if you need any additional information.

Sincerely,
Heather Ritter
Exeter Chamber of Commerce



Agenda Item Staff Report

Agenda Item Number:

H.5.

Meeting Date:

January 27, 2026

Wording for Agenda:

Approval of a Special Event, Facility Use, Intersection Closure, and Traffic Control for a 2-Mile Foot Race on Various City Streets hosted by FYE Events on Saturday, March 7, 2026, between the hours of 6:00 a.m. and 12:00 p.m.

Submitting Department:

Public Works

Contact Name:

Marie Arroyo, Senior Administrative Assistant

Department Recommendation:

Staff recommends that the City Council approve a special event, facility use, intersection closure and traffic control plan for FYE Events to host a 2-mile foot race on various city streets on Saturday March 7, 2026, between the hours of 6:00 a.m. and 12:00 p.m. subject to the terms and conditions provided.

Background/Summary:

Organizers of the Fall Scarecrow 2.0 race are requesting use of the intersection of Cedar Street and D Street, along with Exeter City Park, as the start and finish location for a 2-mile fun run to be held on Saturday, March 7, 2026.

For several years, 10K and 2-mile races have been held as part of Exeter's annual Fall Festival. Event organizers, Forever Young Events (FYE), are responding to participant interest by proposing additional running events throughout the year. This event is proposed as a standalone race and will be limited to a 2-mile distance.

Other than the requested intersection closure, no formal street closures are proposed. All runners will travel with the flow of traffic along designated shoulders, with safety volunteers stationed at key locations along the route to assist with traffic awareness and participant safety.

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

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. **Notifications:** Event organizers will provide race notice signage along route 24 hours in advance.
3. **Amplified Sound:** Amplified sound is allowed only between 8:00 a.m. and 10:30 am consistent with the approved sound permit.
4. **Alcohol Regulations:** This is an alcohol-free event
5. **Permits and Fees:** Event hosts are responsible for obtaining all required permits for food handling and vendors if applicable.

Fiscal Impact:

A Special Event Permit Fee of \$171 will be paid by the applicant upon approval.

Prior City Council Actions:

On October 28, 2025, the City Council approved items related to the 2025 Scarecrow 2.0 event.

Attachments:

- Facility Use Application
- Approved Amplified Sound Permit
- 2 Mile Race Route Map

Recommended motion to be made by the City Council:

I move to approve a special event, facility use, intersection closure and traffic control plan for FYE Events to host a 2-mile foot race on various city streets on Saturday March 7, 2026, between the hours of 6:00 a.m. and 12:00 p.m. subject to the terms and conditions provided.



CITY OF EXETER
FACILITY USE APPLICATION

Application Date: 1/16/2026 Facility/Park Requested: Exeter City Park

Date(s) Needed: 3/7/2026 Equipment Needed: None

Set-up Time: 6:00am Departure Time: 12:00pm

Event Start Time: 8:00am Event End Time: 10:00am

Name of Organization: FYE EVENTS

Type of Event: fun run - 2 mile

Address: 41007 Harris Rd. Springville, CA 93265

Also the closure of the intersection of Cedar + Date, closing off the area of the road inbetween the school + Park for the start and finish line of the race.

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: FYE EVENTS

Signature: [REDACTED]

Date: 1/16/2026

Phone Number 559-483-0787

Email: [REDACTED]

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 Julian Wales Phone No. 559-483-0787
Address 41021 Harris Rd. Springville, CA 93265

Name of Organization FYE Events Phone No. 559-483-0787
Address 41021 Harris Rd. Springville, CA 93265

Type of Event fun run Location of Event Exeter City Park

Date of Event 3/7/2026 Start Time 9:00 am End Time 10:30 am

Type of equipment to be used Alto Professional (2) 15in tops (1) 18in subwoofer

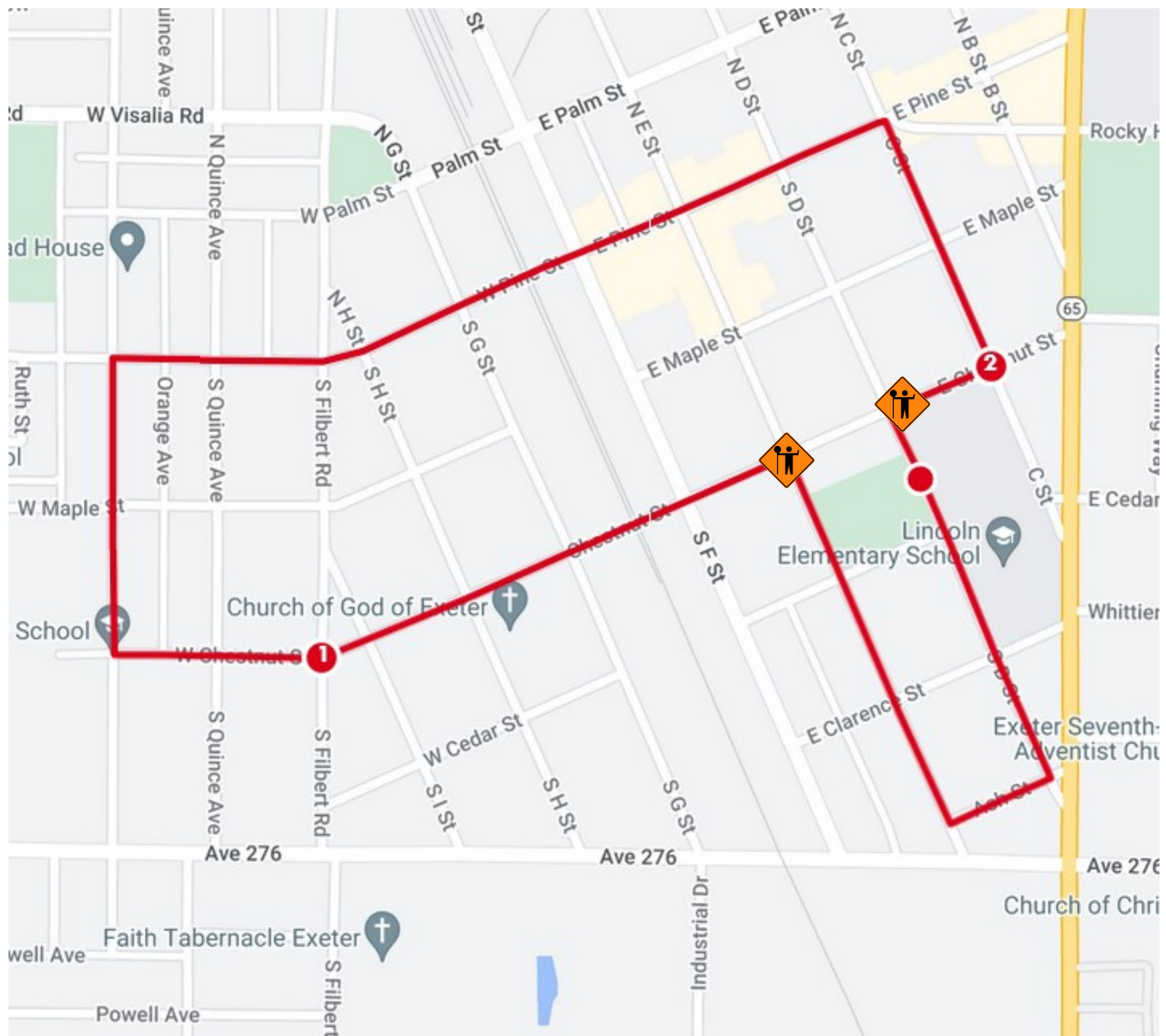
Additional Information Our announcer is in charge of the playlist (clean)
Time of the event at the start time!

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

[Signature]
Applicant Signature
[Signature]
Chief of Police

1/16/2026
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:

H.6.

Meeting Date:

January 27, 2026

Wording for Agenda:

Approval of Amendment No. 2 to Professional Services Agreement for Contract Services for the City of Exeter's Wastewater Treatment Plant and Water Distribution System with Central Cal Waterworks Inc. extending contracted services through June 30, 2026.

Submitting Department:

Public Works

Contact Name:

Zachary Boudreaux, Director of Public Works

Department Recommendation:

Staff recommend that the City Council approve Amendment No. 2 to the Professional Services Agreement for Contract Services for the City of Exeter's Wastewater Treatment Plant and Water Distribution System with Central Cal Waterworks Inc. extending contracted services again through June 30, 2026, and grant City Administrator authority to execute any documents thereto to continue uninterrupted service for the community.

Summary:

The City of Exeter contracts with Central Cal Waterworks (CCW) for water and wastewater operation. The existing contract term was from April 1, 2022, to March 31, 2025. Since the expiration of the contract term, CCW has continued to operate on a month-to-month basis, and the existing contract was extended through January 30, 2026 via Amendment No. 1. Due to unexpected delays, staff advises that the contract be extended once more on a month to month basis through the end of the fiscal year until June 30, 2026.

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

 J.R.

Background:

The City of Exeter drinking water and wastewater operations are performed by a contractor, Central Cal Waterworks (CCW). The City of Exeter has contracted with CCW since 2017. The City of Exeter's water distribution system is classified as a D3 system which requires that someone with a minimum of a Water Distribution Operator 3 (D3) certificate act as the Chief Operator. In 2013, the State Water Resources Control Board re-classified the City's wastewater treatment plant (WWTP) from a Class II to a Class III. The re-classification changed the minimum operator certification requirement from a Grade II to a Grade III.

Until September of 2014, the City employed an in-house Chief Operator who held the state required certifications for both the WWTP and the Water Distribution System. That operator, who held a D3 certification in water and a Grade II in Wastewater retired prior to the compliance deadline. After the in-house Chief Operator's retirement, the City hired a private contractor to serve as its contact Chief Operator for both the WWTP and the Water Distribution System. The contractor held all of the required certifications and, as a former City of Exeter employee, was very familiar with the City's water system and WWTP. After serving as the City's contract Chief Operator for three years, the contractor resigned in October of 2017.

As the City of Exeter system operator, CCW performs routine sampling and required state reporting of results and system information. The City of Exeter currently doesn't have staff that have both required state certifications to operate the water and wastewater systems. This temporary contract extension will give staff time to formulate a plan going forward in the new fiscal year.

Fiscal Impact:

The City of Exeter pays CCW \$17,084.50 per month, paid from the water and sewer funds. This cost would remain the same through June 30, 2026.

Prior City Council Actions:

On October 24, 2017, the Council authorized the execution of an initial agreement with Central Cal Waterworks, Inc. for Contract Chief Operator services for the City's Wastewater Treatment Plant and Water Distribution System.

On May 22, 2018, the City Council authorized an amendment to the initial agreement.

On March 22, 2022, the City Council authorized the City Administrator to enter into the current agreement with Central Cal Waterworks, Inc. for Contract Chief Operator services for the City's Wastewater Treatment Plant and Water Distribution System.

On October 14, 2025, the City Council approved Amendment No. 1 to the agreement, extending the term through January 31, 2026.

Attachments:

- Professional Services Agreement for Contract Chief Operator Services for the City of Exeter’s Wastewater Treatment Plant and Water Distribution System – Executed April
- Amendment No. 1 to Professional Services Agreement for Contract Chief Operator Services for the City of Exeter’s Wastewater Treatment Plant and Water Distribution System
- Draft Amendment No. 2 to Professional Services Agreement for Contract Chief Operator Services for the City of Exeter’s Wastewater Treatment Plant and Water Distribution System

Recommended motion to be made by the City Council:

I move to approve Amendment No. 2 to the Professional Services Agreement for Contract Services for the City of Exeter’s Wastewater Treatment Plant and Water Distribution System with Central Cal waterworks Inc. through June 30, 2026, and grant City Administrator authority to execute any documents thereto.

C O N T R A C T

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONTRACT CHIEF OPERATOR SERVICES FOR THE CITY OF EXETER'S WASTEWATER TREATMENT PLANT
AND WATER DISTRIBUTION SYSTEM**

This Agreement, entered into this 1st day of April 2022, by and between the City of Exeter, hereinafter referred to as the "CITY", and Central Cal Waterworks, Inc. hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services described as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, for the cost identified in Exhibit "B" - Project Fees.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "C" - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the prior written consent of CITY.

II. TIME OF PERFORMANCE

This agreement shall be effective on April 1, 2022, and shall be fully operative and binding on all parties until March 31, 2025.

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay, and the CONSULTANT agrees to accept, as payment in full, a base monthly rate of Seventeen Thousand Eighty-Four Dollars and Fifty Cents (\$17,084.50). This amount shall constitute complete compensation, for the work and PROJECT identified in Exhibits "A" and "B".
- B. Payment of Compensation: The CONSULTANT shall be compensated according to the payment billed monthly (at the end of each month). CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The Director of Public Works shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Administrator or Council of the City of Exeter is specifically required.
- B. CONSULTANT: Jason Sherrell, President shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
 - 1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
 - 2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:
 - 1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
 - 2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
 - 3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
 - 4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
 - 5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article,

then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.

6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII. SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

IX. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence, confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) is permitted by law to be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII. INDEMNIFICATION AND INSURANCE

- A. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT's negligence, recklessness or willful misconduct in its performance of its obligations under this agreement or out of the operations conducted by CONSULTANT. In the event the City indemnitees are made party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this agreement, the CONSULTANT 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.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the sole negligence or willful misconduct of CITY.
- C. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers Compensation and Employer's Liability: CONSULTANT shall maintain Workers' compensation insurance as required by California statutes and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor 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.
2. Commercial General Liability: CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the CITY'S coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent) is also required.

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

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

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

3. Professional Liability Insurance: Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required of this agreement.
 4. Business Automobile Liability: CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than Two Million Dollars (\$2,000,000) per occurrence.
- D. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- E. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Exeter, 100 N. C Street, Exeter, CA 93221."

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Exeter shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Exeter, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Exeter."

- F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XIII. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, or any other classification protected by federal or state law, in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

- D. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF EXETER
100 N. C Street
Exeter, CA 93221
Attention: City Clerk

CONSULTANT
Attention: Jason Sherrell
Phone: 559-575-5627
Email: jsherrell@gmail.com

- F. Jurisdiction/Venue/Waiver Of Removal: This Agreement is entered into and is to be performed in Tulare County, California. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. To the fullest extent permitted by law, the CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- H. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- M. Firearms Prohibited: Guns may not be carried by contractors /vendors/consultants while working on City of Exeter premises without the expressed written approval of a City of Exeter Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

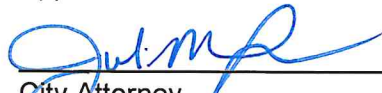
IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF EXETER



City Administrator

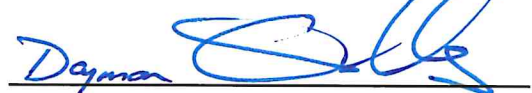
Approved as to Form



City Attorney

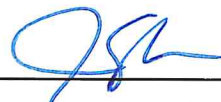


Risk Manager



Project Manager

CONSULTANT



President

Central Cal Waterworks Inc.

Attachments:

Exhibit "A": Scope of Work

Exhibit "B": Project Fees

Exhibit "C": Schedule of Fees for Professional Services

Exhibit "A"
Scope of Work

CONSULTANT shall perform the following:

- A. Act as Chief Wastewater Treatment Plant Operator
- B. Performing the required daily routine operations of Exeter Wastewater Treatment Facility. Monday through Friday excluding holidays and weekends and all holidays which are observed by the City of Exeter.
- C. Maintaining proper records of the specified visits.
- D. In addition to the specified visits, the Central Cal Waterworks Inc. must also ensure a means of communication to regulatory agencies in the event of routine or emergency operational problems.
- E. Ensure by personal action or by directives to system personnel that system is being operated in a manner that provides for the proper production of wastewater and potable water.
- F. Ensure by personal action and by directives to system personnel that all necessary and required routine operational control testing is being performed.
- G. Issue notices which include notification to the State Water Resources Control Board regional office, and the local and/or county public health department, per regulatory guidelines.
- H. Responding to Agency requests for information, site visits, or any other requested data.
- I. Ensure that all DWR permit samples are taken in compliance with California State Water Resources Control Board.
- J. Must maintain and submit by required date to the State Water Resources Control Board all required operating records and reports. These records and reports include:
 - Discharge Monitoring Reports
 - Monthly Operating Reports
 - CCR
- K. Act as Chief Distribution Operator performing the required number of visits (once per week 6 hours including sampling for water system.)
- L. Maintain proper records of the specified visits.
- M. In addition to the specified visits, the contractual operator must also ensure a means of communication for the community water supply and/or regulatory agencies in the event of routine or emergency operational problems.
- N. Ensure by personal action or by directives to system personnel that system is being operated in a manner that provides for the proper production and distribution of potable water including but not limited to daily well checks, including chlorine residuals, confirming oil dripper is functioning properly, and collecting/maintaining well production readings, excluding weekends and holidays.
- O. Ensure by personal action and by directives to system personnel that all necessary and required routine operational control testing is being performed.
- P. In conjunction and coordination with City staff, issue public notices (when required). This includes notification of affected customers of the City of Exeter's water system, the State Water Resources Control Board's regional office, and local and/or county public health department. The State Water Resources Control Board regional office Drinking Water must also be notified in certain situations.
- Q. Provide manpower for the collection of all required samples and submission of these samples to a certified laboratory for analyses.
- R. Must maintain and submit in a timely matter to the Agency all required operating records and reports. These records and reports include:
 - Drinking Water Compliance Monitoring Reports
 - Discharge Monitoring Reports (if applicable)
 - Monthly Operating Reports

Central Cal Waterworks Inc.
**On call 24 hours a day 7 days a week for emergency response to any issues related to
the Water and Wastewater Treatment Facility**

CITY shall be responsible for the following:

- A. Provide materials for correcting any maintenance and/or operational problems.
- B. Provide necessary monetary funds to cover the costs of requirements outlined in A.
- C. Ensure that all projects requiring construction and operating permits meet State Contractors Board Agency requirements.
- D. Provide a spare parts inventory.
- E. Must maintain and on file for five years all monitoring reports. These records and reports include, but are not limited to:
 - Annual Wastewater reports
 - Discharge Monitoring Reports
 - Monthly Operating
- F. Maintain copies of all pertinent reports and records at the treatment plant or other on-site facility.
- G. Responsibility for ordering chlorine for potable water system.
- H. Daily well checks on weekends and holidays.
- I. Daily Chlorine residual from one representative sample site in system on weekends and holidays.
- J. Maintain daily well production readings on weekends and holidays.

**Exhibit "B"
Project Fees**



CENTRAL CAL
WATERWORKS, INC.

PROPOSED OPERATIONS AND MAINTENANCE BUDGET FOR CITY
OF EXETER WASTEWATER RECLAMATION PLANT AND CHIEF
WATER
DISTRIBUTION OPERATOR

OPERATIONS	WASTEWATER MONTHLY	WORK PERFORMED
Routine Operations/ Maintenance Labor of WWTF and Water Distribution system	\$9,587.50	Rate is based on one Operator and Chief Plant operator for routine operations of Wastewater Treatment facility. Weekly Sampling of Water system.
Chief Plant Operator Wastewater	\$3,132.00	Serving as Chief Plant Wastewater Operator
Chief Distribution Operator Water System	\$3,132.00	Serving as Chief Treatment and Distribution Operator
Monitoring Well sampling	\$1,233.00	Sampling of monitoring wells
TOTAL MONTHLY	\$17,084.50	
Emergencies and call outs / non-routine maintenance. Non-Routine / emergency call outs will be from 3:30 PM to 7:30 AM on weekdays. Any call outs on Weekend and Holidays will also be included.	All emergency call outs, and any non-routine operations will be billed on a time and material basis at Central Cal Waterworks Inc. current rate schedule.	

MANAGEMENT ◊ OPERATIONS ◊ MAINTENANCE

www.centralcalwaterworks.com

Exhibit "C"
Schedule of Fees for Professional Services



CENTRAL CAL
 WATERWORKS, INC.

RATE SCHEDULE EFFECTIVE JANUARY 15th, 2022

LABOR WASTEWATER TREATMENT OPERATOR	HOURLY RATE	OVERTIME RATES/ EMERGENCY CALL OUT
CHIEF PLANT OPERATOR	\$125.75	\$188.62
OPERATOR GRADE V	\$125.75	\$188.62
OPERATOR GRADE IV	\$115.75	\$173.62
OPERATOR GRADE III	\$105.75	\$158.62
OPERATOR GRADE II	\$95.75	\$143.62
OPERATOR GRADE I-OIT	\$95.75	\$143.62
COLLECTION SYSTEM MAINTENANCE/ INSPECTION	\$95.75	\$143.62
CHIEF OPERATOR	\$125.75	\$188.62
WATER TREATMENT OPERATOR T-3	\$125.75	\$188.62
WATER TREATMENT OPERATOR T-2	\$105.75	\$158.62
WATER TREATMENT OPERATOR T-1	\$95.75	\$143.62
WATER DISTRIBUTION OPERATOR D-3	\$125.75	\$188.62
WATER DISTRIBUTION OPERATOR D-2	\$105.75	\$158.62
WATER DISTRIBUTION OPERATOR D-1	\$95.75	\$143.62
ELECTRICAL	\$125.75	\$188.62
MAINTENANCE MECHANIC	\$105.75	\$158.62
EMERGENCY CALL OUT AFTER NORMAL WORKING HOURS 3:30 PMTO 7:30AM	1.5 TIMES HOURLY RATE PER MAN HOUR	
EQUIPMENT DELIVERY FEE	\$250.00	\$250.00
SKID STEER 289C CAT	\$175.00 / hour	\$175.00
MINI EXCAVATOR JOHN DEERE 35D	\$150.00 /hour	\$150.00
SEPTIC PUMP TRUCK	Per Job T/M	Per Job T/M
TRAILER HYDRO FLUSHER FOR COLLECTION SYSTEM CLEANING	\$195.00 / hour	\$195.00
CRANE TRUCK	\$250.00 / hour plus mileage	\$250.00 / hour plus mileage
DUMP TRUCK	RENTAL RATE PLUS MILEAGE	RENTAL RATE PLUS MILEAGE
GENERATOR	\$50.00 PER DAY	\$50.00 PER DAY
AIR COMPRESSOR	\$50.00 PER DAY	\$50.00 PER DAY
MILEAGE FOR REGULAR VEHICLE	\$0.58 PER MILE	\$0.58 PER MILE
TRAILER 20 FOOT	\$375.00 PER DAY	\$375.00 PER DAY

MANAGEMENT ◊ OPERATIONS ◊ MAINTENANCE

www.centralcalwaterworks.com



CENTCAL-88

DBLILER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC... CONTACT NAME: Karl Thiessen... INSURER(S) AFFORDING COVERAGE: Atain Specialty Insurance Company, Oregon Mutual, State Compensation Insurance Fund, Admiral Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) *Replaces Certificate of Insurance issued 5/5/22*

CERTIFICATE HOLDER CANCELLATION

Insured - Proof of Insurance SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

**AMENDMENT NO.1 TO
PROFESSIONAL SERVICES AGREEMENT FOR CONTRACT SERVICES FOR THE CITY OF EXETER'S
WASTEWATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM**

27-Oct-2025

This Amendment is entered into this ____ day of _____, 2025, by and between CENTRAL CAL WATERWORKS, INC. ("CONSULTANT") and THE CITY OF EXETER ("CITY"), amending the Professional Services Agreement entered into on April 1, 2022.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Revised Term. Paragraph II. of the Professional Services Agreement is hereby revised and amended to extend the expiration date of the Service Agreement to January 31, 2026.

2. Joint Preparation. This Amendment is deemed to have been prepared jointly by the Parties. Any uncertainty or ambiguity regarding the provisions of this Amendment shall not be interpreted against any Party as a drafter of such document, but shall be resolved by application of all other principles of law regarding interpretation of contracts.

3. Controlling Document; No Other Amendment. In the event of any conflict between the terms of this Amendment and the Professional Services Agreement, the terms of this Amendment shall control. Except as amended by this Amendment, all terms of the Professional Services Agreement shall remain in full force and effect.

2. Counterparts. This Amendment may be signed by the Parties in different counterparts and the signature pages combined to create one document binding on both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first above written.

CITY OF EXETER

CENTRAL CAL WATERWORKS INC.

By: 
Jason Ridenour (Oct 16, 2025 10:12:24 PDT)

By: 
Jason Sherrell (Oct 27, 2025 17:51:27 PDT)

Name: Jason Ridenour

Name: Jason Sherrell

Title: City Administrator

Title: President

Approved as to Form:


Julia (Oct 16, 2025 13:43:06 PDT)

City Attorney









amendment to professional service agreement CCW october 2025

Final Audit Report

2025-10-16

Created:	2025-10-16
By:	Francesca Quintana (fquintana@exetercityhall.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYKA5MBjMFESAEkFUT68PwWn5GIGcjHBr

"amendment to professional service agreement CCW october 2025" History

-  Document created by Francesca Quintana (fquintana@exetercityhall.com)
2025-10-16 - 4:47:36 PM GMT
-  Document emailed to Jason Ridenour (jridenour@exetercityhall.com) for signature
2025-10-16 - 4:47:40 PM GMT
-  Document emailed to Julia Lew (jmlew@mkjw.com) for signature
2025-10-16 - 4:47:41 PM GMT
-  Email viewed by Jason Ridenour (jridenour@exetercityhall.com)
2025-10-16 - 5:12:08 PM GMT
-  Document e-signed by Jason Ridenour (jridenour@exetercityhall.com)
Signature Date: 2025-10-16 - 5:12:24 PM GMT - Time Source: server
-  Email viewed by Julia Lew (jmlew@mkjw.com)
2025-10-16 - 8:42:47 PM GMT
-  Document e-signed by Julia Lew (jmlew@mkjw.com)
Signature Date: 2025-10-16 - 8:43:06 PM GMT - Time Source: server
-  Agreement completed.
2025-10-16 - 8:43:06 PM GMT


2025-10-17 Amendment No.1 to Professional Services Agreement CCW and COE

Final Audit Report

2025-10-28


Created:	2025-10-20
By:	Francesca Quintana (fquintana@exetercityhall.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAhI6zmc7Rz5ziTbDVH49Bs15N9C58Pln


"2025-10-17 Amendment No.1 to Professional Services Agreement CCW and COE" History


 Document created by Francesca Quintana (fquintana@exetercityhall.com)
2025-10-20 - 11:04:10 PM GMT

 Document emailed to jsherrell@centralcalwaterworks.com for signature
2025-10-20 - 11:04:16 PM GMT

 Email viewed by jsherrell@centralcalwaterworks.com
2025-10-28 - 0:49:20 AM GMT

 Signer jsherrell@centralcalwaterworks.com entered name at signing as Jason Sherrell
2025-10-28 - 0:51:25 AM GMT

 Document e-signed by Jason Sherrell (jsherrell@centralcalwaterworks.com)
Signature Date: 2025-10-28 - 0:51:27 AM GMT - Time Source: server

 Agreement completed.
2025-10-28 - 0:51:27 AM GMT



Adobe Acrobat Sign

**AMENDMENT NO.2 TO
PROFESSIONAL SERVICES AGREEMENT FOR CONTRACT SERVICES FOR THE CITY OF EXETER’S
WASTEWATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM**

This Amendment is entered into this ____ day of _____, 2026, by and between CENTRAL CAL WATERWORKS, INC. (“CONSULTANT”) and THE CITY OF EXETER (“CITY”), amending the Professional Services Agreement entered into on April 1, 2022.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Revised Term. Paragraph II. of the Professional Services Agreement is hereby revised and amended to extend the expiration date of the Service Agreement to June 30, 2026.

2. Joint Preparation. This Amendment is deemed to have been prepared jointly by the Parties. Any uncertainty or ambiguity regarding the provisions of this Amendment shall not be interpreted against any Party as a drafter of such document, but shall be resolved by application of all other principles of law regarding interpretation of contracts.

3. Controlling Document; No Other Amendment. In the event of any conflict between the terms of this Amendment and the Professional Services Agreement, the terms of this Amendment shall control. Except as amended by this Amendment, all terms of the Professional Services Agreement shall remain in full force and effect.

2. Counterparts. This Amendment may be signed by the Parties in different counterparts and the signature pages combined to create one document binding on both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first above written.

CITY OF EXETER

CENTRAL CAL WATERWORKS INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to Form:

City Attorney



Agenda Item Staff Report

Agenda Item Number:

H.7.

Meeting Date:

January 27, 2026

Wording for Agenda:

Quarterly Update of the Internal Review for City of Exeter Landscape and Lighting Maintenance Assessment Districts (LLMADs).

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 receive a quarterly update of the Landscape and Lighting Maintenance Assessment Districts internal review as requested at the July 22, 2025, City Council meeting.

Background/Summary:

In July 2025, staff began an internal review of the Landscape and Lighting Maintenance Assessment Districts as requested by the City Council. City Staff set up general ledger accounts to track revenue and expenditure data for each district. Further, fund balances were set up to carry each district's fund balance forward to the following fiscal year.

This project was approached in two ways. First, revenue review. Direct Charge Reports from Tulare County were downloaded. The County does not maintain revenue by district, so each year had to be sorted by district and summarized as the County reports the assessments received by parcel number. Staff were able to download direct charge schedules for years ending June 30, 2020, through June 30, 2025. Revenue received and revenue assessed are not the same. The County removes their charges for service from the tax payment to the City. During those years, the City posted the total received to the L&L Fund. Now, staff will have to allocate the County assessment for services to the districts as the reports from the County show the gross amount not the net amount paid.

Second, expenditure review. Expenditures have always been summarized by district in Excel. Usually, it only covers ten months as the engineer needs the numbers to prepare the engineer

reports. For this project, staff used these annual schedules to review charges and obtain balances. All the expenditures for the years ending, June 30, 2021, through June 30, 2025, were traced to actual invoices paid. There were a few charges that were missing invoices in that case the original number was left as it was contemporaneously entered. The months that were estimated were changed to reflect actual. The totals obtained by this process were compared to the general ledger and reconciled.

Staff summarized expenditures and revenues by district for the years ending June 30, 2021, through June 30, 2025. During this review, staff determined that not all expenditure invoices were available. Some invoices may have been temporarily removed for audits or special projects and subsequently misfiled. In addition, expenditures reflected in the Engineer's Reports may differ slightly from the City's general ledger because the Engineer's Reports include estimated incidental costs as part of annual engineering expenses that are not always reflected as actual payments in the general ledger.

During the review Staff found that fund balance differences exist between the general ledger and the Engineer's Reports. The primary factors contributing to these differences include: (1) the Engineer's Reports reflecting estimated expenditures for the months of April, May, and June, as actual costs are not yet available at the time the reports are prepared; and (2) the Engineer's Reports assuming 100 percent collection of assessments, whereas in practice, a portion of assessments remain unpaid each year, along with related parcel-specific fees. Staff will continue with the review process and inform the City Council of the findings and recommendations after the review is completed.

Fiscal Impact:

None is associated with this action.

Prior City Council Actions:

On July 22, 2025, the City Council requested staff to begin an internal review of the LLMADs.

On October 14, 2025, Staff provided the first update of the internal review for Landscape and Lighting Maintenance Assessment Districts.

Attachments:

N/A

Recommended motion to be made by the City Council:

No action needed to be made by the City Council. This is an informational item only.



Agenda Item Staff Report

Agenda Item Number: I.1.

Meeting Date:

January 27, 2025

Wording for Agenda:

Consider Adoption of Resolution No. 2026-03, A Resolution of the City Council of the City of Exeter, Approving Guidelines for the Owner-Occupied Housing Rehabilitation Program and First-time Homebuyer Program.

Submitting Department:

Finance

Contact Name:

Eekhong Franco, Finance Director

Department Recommendation:

Staff recommend that City Council adopt Resolution No. 2026-03, approving the City's First-Time Homebuyer (FTHB) and Owner-Occupied Rehabilitation (OOR) Program Guidelines as presented and approved by the California Department of Housing and Community Development (HCD)

Background and Summary:

To meet HOME Investment Partnerships Program (HOME) readiness requirements, the City must have Council-approved program guidelines for both the FTHB and OOR programs. Guideline templates are provided by California Department of Housing and Community Development (HCD), with limited flexibility for jurisdictions to specify underwriting and loan terms as permitted under per State/Federal regulations. The guidelines are reviewed and approved by HCD prior to adoption by the City's governing body.

The Owner-Occupied Rehabilitation (OOR) Program provides funding to eligible owner-occupied households with incomes at or below 80% of Area Median Income (AMI) (*Page 23 Attachment C of the Program Guidelines*) to address deficiencies within their homes. Assisted units must be clear of all code violations, and all major components of the unit must have a useful life of at least five years upon completion of work. All rehabilitation work must be completed by a licensed contractor and meet applicable building code standards. Units are eligible for reconstruction when the cost to repair the unit exceeds the cost to construct a new unit in its place. Reconstructed units must be replaced by a like-unit, additions of bedrooms or bathrooms are not allowed unless justified due to overcrowding. Assistance shall not exceed

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

the HOME maximum per-unit subsidy limit as established by HUD. Properties' after-rehabilitation value may not exceed the maximum value limit set by HUD annually. Financial assistance is provided as deferred payment, zero-interest loans with a 30-year term, due and payable upon sale or transfer of title.

The First-Time Homebuyer (FTHB) program provides secondary financing to first-time homebuyers, with household incomes at or below 80% of AMI, for downpayment assistance, as well as closing costs and gap financing as needed. Assistance shall not exceed the HOME maximum per-unit subsidy limit as established by HUD. Assistance is provided as deferred payment, zero-interest loans with a term of 45 years and become due and payable upon sale or transfer of title. The amount of assistance provided is based on household size/income, housing and debt ratios, maximum funding the borrower qualifies for with a primary lender, and the purchase price of the unit. Homes purchased may not exceed the maximum purchase price limits established by HUD annually.

In March 2022, the City submitted a HOME funding application to HCD for FTHB and OOR programs. In July 2022, HCD awarded the City two (2) HOME grants totaling \$700,000, including \$150,000 for FTHB and \$550,000 for OOR. The HCD OOR Standard Agreement was executed in May 2025, and the FTHB Standard Agreement was executed in October 2025.

To satisfy the HOME General Set-Up Conditions required before the programs can be implemented, the City's FTHB and OOR Program Guidelines were submitted to HCD in November 2025 for final review and approval. Approval of the General Set-Up Conditions, including both sets of program guidelines, was issued by HCD on December 16, 2025.

An executed Subrecipient Agreement between the City of Exeter and the programs' administrator, Self-Help Enterprises, is currently in place for the term of the grants.

Fiscal Impact:

There is no fiscal impact to the City's General Fund. All grant administration and implementation activities will be covered by the HOME grant awards.

Prior City Council Actions:

On March 22, 2022, the City Council approved an initial version of the program guidelines submitted as a part of the HOME funding application. HCD subsequently required several rounds of revisions prior to issuing final approval.

Attachments:

- First-Time Homebuyer Program Guidelines
- Owner-Occupied Rehabilitation Program Guidelines
- HOME Homeownership Value Limits for the Tulare County
- Resolution No. 2022-08
- Resolution No. 2026-03

Recommended motion to be made by the City Council:

I move to adopt Resolution No. 2026-03, A Resolution of the City Council of the City of Exeter, Approving Guidelines for the Owner-Occupied Housing Rehabilitation Program and First-time Homebuyer Program.

City of Exeter

HOME Investment Partnerships Program (HOME)

First-Time Homebuyer Program Guidelines

Serving the City of Exeter



FIRST-TIME HOMEBUYER PROGRAM GUIDELINES

Table of Contents

1.0. GENERAL

- 1.1. PROGRAM OUTREACH AND MARKETING
- 1.2. APPLICATION PROCESS AND SELECTION
- 1.3. THE HOME PURCHASE PROCESS
- 1.4. HOMEBUYER COSTS
- 1.5. HOMEBUYER EDUCATION
- 1.6. CONFLICT OF INTEREST REQUIREMENTS
- 1.7. NON-DISCRIMINATION REQUIREMENTS

2.0. APPLICANT QUALIFICATIONS

- 2.1. CURRENT INCOME LIMITS
- 2.2. INCOME QUALIFICATION CRITERIA
- 2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

3.0. HOUSING UNIT ELIGIBILITY

- 3.1. LOCATION AND CHARACTERISTICS
- 3.2. CONDITIONS
- 3.3 ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE
- 3.4. PROPER NOTIFICATION AND DISCLOSURES

4.0. PURCHASE PRICE LIMITS

5.0. THE PRIMARY LOAN

- A. QUALIFYING RATIOS
- B. INTEREST RATE
- C. LOAN TERM
- D. IMPOUND ACCOUNT

6.0. THE PROGRAM LOAN

- A. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE
- B. NON-RECURRING CLOSING COSTS
- C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS
- D. RATES AND TERMS FOR PROGRAM LOANS
- E. LOAN-TO-VALUE RATIO

7.0. PROGRAM LOAN REPAYMENT

- 7.1. PAYMENTS ARE VOLUNTARY
- 7.2. RECEIVING LOAN REPAYMENTS
- 7.3. DUE UPON SALE OR TRANSFER
- 7.4. LOAN SERVICING POLICIES AND PROCEDURES
- 7.5. LOAN MONITORING PROCEDURES

8.0. PROGRAM LOAN UNDERWRITING AND APPROVAL

- 8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN
- 8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING
- 8.3. ESCROW PROCEDURES

9.0. SUBORDINATE FINANCING

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

- 10.1. DEFINITION OF EXCEPTION
- 10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

**TABLE OF CONTENTS (CONTINUED)
ATTACHMENTS**

ATTACHMENT A: INCOME INCLUSIONS AND EXCLUSIONS

ATTACHMENT B: ASSET INCLUSIONS AND EXCLUSIONS

**ATTACHMENT C: MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMITS; HOME
MAXIMUM PER-UNIT SUBSIDY LIMITS; CURRENT INCOME LIMITS**

ATTACHMENT D: LOAN SERVICING POLICIES AND PROCEDURES

ATTACHMENT E: SELLER'S LEAD-BASED PAINT DISCLOSURE

**ATTACHMENT F: DISCLOSURE TO SELLER WITH VOLUNTARY, ARM'S-LENGTH
PURCHASE OFFER**

ATTACHMENT G: INSTRUCTIONS TO HOMEBUYER

**ATTACHMENT H: LEAD-BASED PAINT NOTICE OF PRESUMPTION AND HAZARD REDUCTION
FORM**

ATTACHMENT I: HOMEBUYER PROGRAM LEAD COMPLIANCE DOCUMENT CHECKLIST

CITY OF EXETER

HOME PROGRAM FIRST-TIME HOMEBUYER PROGRAM GUIDELINES

1.0. GENERAL

The above-named entity, hereinafter referred to as the “Sponsor” or “Lender,” has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer a HOME First-Time Homebuyer program. The homebuyer program described herein (the “Program”) is designed to assist eligible homebuyers in purchasing homes, also referred to herein as “housing units”, located within the Program’s eligible area, as described in Section 3.1.A. The Program provides this assistance in the form of a 30+ year deferred payment “silent” junior priority loan as “Gap” financing toward the purchase price and closing costs of an affordable housing unit that will be occupied by the homebuyers as their primary residence during the HOME Affordability Period. The Program will be administered by Self-Help Enterprises, (the “Program Operator”).

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to ensure nondiscriminatory treatment, outreach, and access to the Program. No person shall, on the grounds of race, color, ancestry, national origin, citizenship, immigration status, primary language, religion, disability (mental or physical), sex and gender, sexual orientation, gender identity, gender expression, genetic information, marital status, familial status (families with children under 18 or people who are pregnant), source of income, military or veteran status, or age be excluded, denied benefits, or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with disabilities, have access to the Program and will take steps to ensure effective communication with and marketing to applicants, residents, and members of the public with disabilities.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Affirmative marketing efforts will be based upon a comparison (census data will be used) of the Program’s eligible area compared to the demographic characteristics of the population served by the Program. This includes tracking separately all applications, including subsets for those which result in denial of assistance or withdrawal, and for those which result in assistance), and an explanation and analysis of any underserved segments of the population. This information is used to show that protected classes (listed above) are not being intentionally or unintentionally excluded from the Program. Flyers or other outreach materials, in English and any other languages that are the primary languages of a significant portion of the area’s residents, in accordance with Sponsor’s Limited English Proficiency (LEP) Plan, or equivalent, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer seminars to help educate homebuyers about the homebuying process and future responsibilities.
- B. The Program Operator will market the Program to local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be invited to have their customers participate in the Program.

- C. The following statement will be included in all outreach and marketing materials: Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds.
- D. The Sponsor will ensure that all Personally Identifiable Information remains confidential and is properly protected.

1.2. APPLICATION PROCESS AND SELECTION

- A. Interested households are provided with a Program Brochure, the Instructions to Homebuyer (Attachment G), and a Pre-Application. They are also directed to the Program Operator's HUD-approved Homebuyer Counseling and Education Program. Once the household completes and submits the Pre-Application, they are placed on a waiting list. The waitlist is updated regularly to ensure accuracy. Households may be removed from the list under the following circumstances:
 - They have successfully completed the program and purchased a home.
 - They fail to meet eligibility requirements during further review.
 - They request to be removed from the list.
 - They do not respond after three communication attempts (telephone, email, mail) when given a 10-day timeframe to respond for each attempt.

The waitlist is reviewed and updated periodically, and households are contacted to confirm their continued interest and eligibility.

- B. Once funds are available and the interested household's name comes to the top of the waiting list, via phone we will go over the pre-application's information and either a preliminary eligibility or withdrawal letter will be sent to potential household. The potential homebuyer is advised to interview and compare lenders to start the pre-qualification process for a primary loan. Potential homebuyers are advised that funds will be available on a first-come, first-served basis upon receipt of a complete application package and pre-qualification letter from the interested household's primary lender.
- C. The Program Operator will provide the submission form/lender cover letter and application, income and assets form, to the potential homebuyer's primary lender for completion and signatures. In addition to these documents, the primary lender must submit a complete application package and pre-qualification letter to the Program Operator on behalf of the applicant. Complete applications are processed on a first-come, first-served basis. Applications are deemed complete only if all information is completed the application is signed, dated, along with primary lender's pre-qualification information. Incomplete applications cannot be processed and are not deemed complete.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there is income, asset, household composition, or other important questions that cannot be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months, as stated in a written assistance denial letter.

- D. Upon eligibility confirmation, the Program Operator will send both the potential homebuyer and primary lender the following documents: pre-qualification letter, condition list, Program Brochure, Attachment (G) Instructions to Homebuyer,

Attachment (E) Seller’s Lead-Based Paint Disclosure and the EPA Booklet (Protect Your Family from Lead in Your Home) and (F) Notice to Seller.

- E. The potential homebuyer is given 90 days to find a qualified home and secure a primary loan for the housing unit. If during the 90-day timeframe, the potential homebuyer is unable to achieve this, an extension may be given. However, if the potential homebuyer cannot meet the requirements of finding a qualified housing unit and closing a primary loan within the allotted time to participate in the Program, the reservation of funds expires and the next person on the waiting list will be given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

- A. The following is a simplified example of how a primary lender would analyze a homebuyer’s finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

DEBT SERVICE			
FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH			
HOUSING PAYMENTS		TOTAL OVERALL PAYMENTS	
Principal & Interest Payment	\$ 865	\$ 1,180	Housing
Insurance	82	+200	Other Debt Service
Taxes	<u>233</u>	\$1,380	Total Debt Service
Total Housing Expense	\$1,180	(Overall debt service per month is 41% of \$3,388) (PITI is 35% of \$3,388)	
OTHER HOUSEHOLD DEBT SERVICE			
Car Payment	\$ 150		
Credit Card Payment	<u>50</u>		
Total Other Debt	\$ 200		

A \$865 per month loan payment equates to borrowing \$143,000 at 5.88% for a 30-year term.

SUBSIDY CALCULATION	
FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH	
Purchase Price of Property	\$ 280,000
Less Primary loan amount	143,000
Less down payment of 1%	<u>2,800</u>
Equals “GAP”	\$ 134,200
Plus estimated allowable settlement charges	<u>8,400</u>
Equals Total Subsidy	\$ 142,600

- B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions (see **Attachment F** for Disclosure to Seller form):
- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement.
 - 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state-licensed appraiser.
 - 3) The housing unit will be subject to inspection. In accordance with 24 CFR section 92.251(c), the housing unit must be decent, safe, sanitary, and in good repair. The standards must provide that the housing meets all applicable State and local housing quality standards and code requirements and the housing does not contain the specific deficiencies established by HUD based on the applicable standards in 24 CFR section 5.703 and published in the Federal Register for HOME assisted projects and units;
 - 4) All housing units built prior to January 1, 1978, will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment E);
 - 5) Since the sale is voluntary, seller is not eligible for relocation payments or other relocation assistance;
 - 6) Seller understands that the housing unit must be either: currently owner-occupied, newly constructed, bought by the current tenant, or vacant for three months prior to submission of the purchase offer.
 - 7) If the seller is not provided with a statement of the above six provisions prior to or with the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits an executed Standard Form Purchase and Sale Agreement, along with a primary lender pre-qualification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D. Program Operator conducts an Environmental Review in accordance with 24 CFR Part 58, and Sponsor's NEPA Certifying Officer signs the appropriate form before any commitment of funds are made to the homebuyer. An acquisition cannot and must not include rehabilitation immediately after transfer of title, and requires completion of a HUD CENST form from the [Environmental Review - HUD Exchange](#) webpage.
- E. Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Sponsor for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures. See Section 11 of these Program Guidelines.
- F. When primary lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.
- G. At the time of escrow closing, the Sponsor shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in

an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the Sponsor as insured is also required.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the primary lender and the Sponsor. The Program's down payment requirement (below) is in place even if the primary lender has a lower down payment requirement. If the primary lender has a higher down payment requirement, there is no additional down payment requirement required by the Program.
- B. Homebuyer must contribute a minimum down payment of one percent (1%) of the purchase price but may contribute more if desired.
- C. Sponsor will provide a subsidy that is no greater than the applicable HOME Maximum Per-Unit Subsidy Limit for the State of California. The subsidy will reduce the amount of the primary lender's loan so that the payments of principal, interest, taxes, insurance, and mortgage insurance and HOA dues, if any, are within approximately 25 to 35% of the household's gross monthly household income. In addition, the borrower's total debt must be within the ranges in Section 5.0. of these Program Guidelines.
- D. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

All Program participants are required to receive housing counseling prior to Program approval, delivered by a HUD-certified housing counselor who works for an organization certified by HUD to perform housing counseling. The Program Operator will provide the homebuyer with the needed counselor information. A list of such counseling entities is available at: https://hud4.my.site.com/housingcounseling/s/?language=en_US.

A copy of the applicant's certificate of completion must be placed into the homebuyer file maintained by the Program Operator. In addition, the Program Operator must include evidence that the counseling provider was HUD-certified when the counseling certification was issued.

Acceptable forms of housing counseling include in-person, phone, and/or internet, provided the client and counselor have an individualized dialogue, with guidance and advice tailored to client's needs. This includes creating a client budget, financial analysis, an action plan, and referrals to relevant resources such as down payment assistance programs or legal services.

Housing Counseling defined: Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR Part 214, which include:

- addressing unique financial circumstances or housing issues;
- focusing on ways of overcoming specific obstacles to achieving a housing goal such as repairing credit;
- addressing a rental dispute, purchasing a home, locating cash for a down payment, and being informed of fair housing and fair lending requirements of the Fair Housing Act;

- finding units accessible to persons with disabilities;
- avoiding foreclosure;
- resolving a financial crisis; and
- the creation of an action plan.

1.6. CONFLICT OF INTEREST REQUIREMENTS

The applicable Conflict of Interest requirements of 24 CFR section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

(b) Persons covered. The conflict-of-interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR sections 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State or federal funds on the basis of race, color, ancestry, national origin, citizenship, immigration status, primary language, religion, disability (mental or physical), sex and gender, sexual orientation, gender identity, gender expression, genetic information, marital status, familial status (families with children under 18 or people who are pregnant), source of income, military or veteran status, or age.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD.

(See Attachment C for current income limits)

Household: Means one or more persons who will occupy a housing unit. Unborn children: count in family size determination.

Annual Income: Generally, this is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the HCD-published HUD income limits. The annual income definition found at 24 CFR Part 5, as detailed in the most recent HCD program-specific guidance at <https://www.hcd.ca.gov/grants-and-funding/income-limits/income-calculation-and-determination-guide>, will be used to independently determine and certify the household's annual gross income. The Program Operator should compare this annual gross income to the income the primary lender used when qualifying the household. The primary lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by examining at least 2 months of source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) and six months of checking statements for the household. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period and will be used to determine program eligibility. For those types of income counted, gross amounts (before any deductions have been taken) are used. The income of live-in aides and the earned income of minors are not included in annual gross income calculations. Certain other household members living apart from the household also require special consideration. The household's projected income must be used, rather than past earnings, when calculating income.

See Attachment A: Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income, or imputed income from assets, however, is recognized as part of annual income under the 24 CFR Part 5 regulations (included as Attachments A and B). An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g., interest on a savings account – or in some cases imputed income, not the asset value, which is counted in annual income.)*

An asset's cash value is the market value, less reasonable expenses required to convert the asset to cash, including, for example, penalties or fees for converting financial holdings, and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Asset Inclusions and Exclusions

2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

Program Operators are required to use the following definition of an eligible homebuyer, which is a “first-time homebuyer” from 8201(m) Title 25 California Code of Regulations:

“First-time homebuyer” means an individual or individuals, or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

1. a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
2. a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
3. an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: “Within the City of Exeter.”
- B. Housing unit types eligible for the Homebuyer Program are new or previously-owned single-family residences; condominiums; or manufactured homes in mobile home parks, in common-interest developments or on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.
- C. All housing units must be in compliance with property standards in Section 1.3.B.3 of these Program Guidelines. The buyers will obtain a Certified Home Inspection, or a Sponsor Representative or Program Operator will inspect the unit for any health/safety and code compliance violations, and any deficiencies must be corrected and documented prior to the close of escrow.

- D. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the City of Exeter as loss payee in order to close escrow.
- E. Housing must be “modest”, in accordance with the federal HOME regulations at 24 CFR section 92.254(a)(2).

3.2. CONDITIONS

A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit and, prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) When the Sponsor’s Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C will apply.

The Program Operator is responsible to ensure that a certified housing inspector walks through the housing unit, determines if it is structurally sound, and identifies any code-related and health and safety deficiencies that need to be corrected. A list of necessary repair items will be given to the homebuyers and their Realtor to present to the seller’s agent.

If there are one or more health and safety deficiencies, and/or violations of applicable building codes noted in the written report, the Sponsor will approve the subsidy only if prior to close of escrow, and seller agrees to have necessary repairs made to the dwelling unit prior to transfer of property ownership, at the seller’s expense.

Upon completion of all work required by the Program Operator, Sponsor, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance complies with Section 1.3.B.3. requirements of these Program Guidelines that the unit is decent, safe, sanitary, and in good repair, and that it meets all applicable State and local housing quality standards and code requirements and does not contain the specific deficiencies established by HUD based on the applicable standards in 24 CFR section 5.703 and published in the Federal Register for HOME-assisted projects and units, at the time of purchase and prior to occupancy.

- 2) Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.

B. Per 24 CFR section 92.214(a)(6), no additional HOME assistance, including rehabilitation funds, may be provided after the 1-year anniversary of the filing of the Project Completion Report through the end of the HOME Affordability Period. The HOME Affordability Period is as follows (amount does not include Activity Delivery and Administration Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

During the HOME Affordability Period, the home must remain occupied by the borrower or an eligible heir, as their primary residence, or else all HOME assistance becomes due and payable.

- C. Lead-Based Paint Hazards: All housing units built prior to 1978 for which HOME funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD’s online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS-certified LBP Risk Assessor/Inspector. HOME general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these programs may incorporate the costs into the calculation of Program assistance.
- D. The following requirements must be met:
- 1) **Notification:** a) Prior to homebuyer’s obligation to purchase a home built prior to 1978, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet “*Protect Your Family From Lead in Your Home*”. (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor’s homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).
 - 2) **Disclosure:** Prior to the homebuyer’s obligation to purchase a home built prior to 1978, the HUD disclosure (Attachment E), “Seller’s Lead-based Paint Disclosure” notice must be provided by the seller to the homebuyer.
 - 3) **Inspections:** The Inspector shall conduct a “Visual Assessment” of all the dwelling unit’s painted surfaces to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
 - 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately-trained workers. Prior to the contractor starting mitigation work, the Program Operator shall obtain copies of the contractor’s and workers’ appropriate proof of LBP training, as applicable to the job, to assure that only qualified contractors and workers are allowed to perform the mitigation.
- E. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser’s file (see Attachment I).

- F. Environmental Review: Program Operator conducts an Environmental Review in accordance with 24 CFR Part 58, and Sponsor's NEPA Certifying Officer signs the appropriate form before any commitment of funds are made to the homebuyer. An acquisition must not include rehabilitation immediately after transfer of title, and requires completion of a HUD CENST form from the [Environmental Review - HUD Exchange](#) webpage.

3.3. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are inadvertently included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. **Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970**

The federal URA and Real Property Acquisition Policies Act of 1970, as amended, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including HOME) is provided. Requirements governing real property acquisition are described in HUD's [CPD Handbook 1378.0](#). The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps regarding tenants of housing to be acquired, rehabilitated, or demolished, including tenants who will not be relocated even temporarily.

B. **Section 104(d) of the Housing and Community Development Act of 1974**

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME-assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 42, subpart (C).

3.4. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. All property disclosures must be reviewed and signed by the homebuyer and seller.
- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded programs).

4.0. PURCHASE PRICE LIMITS

The purchase price limits for this Program shall not exceed the HOME Homeownership Value Limit for the Sponsor's County as updated by HCD, or a temporary waiver limit approved by HUD and the Department.

Attachment C: HOME HOMEOWNERSHIP VALUE LIMITS *Sponsor will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of approval for the maximum amount the primary lender is willing to loan (the "primary loan"), although the Program may limit the primary loan amount based on the debt-to-income ratio maximums herein.

A. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, and mortgage insurance and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 28% and 42% and is the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like auto or personal loans, credit card debt, and student debt, as well as child support and alimony payments.

Exceptions to these maximums must be documented and placed into each loan file, to demonstrate compensating factors.

The Program Operator must complete the HOME Subsidy Calculation Worksheet and place it into the loan file to document that the HOME assistance amount was appropriate, based on compliance with the debt ratio ranges in the two preceding paragraphs of this subsection. The Worksheet is currently accessible on the HOME webpage at:

https://www.hcd.ca.gov/grants-funding/grants-forms/docs/HOME_FTHB_Subsidy_Calculation_Worksheet_June_2013_Version.xls.

B. INTEREST RATE

The primary loan must have a fixed interest rate that does not exceed, by greater than one percent, the Freddie Mac 30-year Fixed Rate Mortgage rate at

<https://www.freddiemac.com/pmms>.

The applicable Freddie Mac rate should be from the date the primary mortgage rate was locked, or else the date of HOME loan approval. No temporary interest rate buy-downs are permitted. The loan file must contain this documentation for Department monitoring purposes.

C. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

D. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

A. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

For HOME, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the HOME Maximum Per-Unit Subsidy Limits (“Subsidy Limits”) for the State of California. See Attachment C of these Program Guidelines for current Subsidy Limits. Any approved “grant” amount for lead-based paint evaluation and reduction activities or for relocation assistance shall be included in the Subsidy Limits evaluation, as shall Activity Delivery Costs.

B. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a Homebuyer’s Program subsidy shall be computed according to the debt-to-income ratio parameters specified in Section 5.0.A. Each borrower shall receive only the subsidy needed to allow them to become homeowners (“the Gap”) while keeping their housing costs affordable. The Program Operator will use the “front-end ratio” of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus closing costs) less down payment, and the amount of the primary loan.

D. RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of a deferred payment (of principal and interest) loan (DPL).

The Program loan’s term shall be for as long as the primary loan, plus 15 years. If the primary mortgage is a Rural Development USDA Direct 502 loan, the Programs loan’s term shall be 48 or 53 years.

The Program loan’s interest rate shall be 0% simple interest.

All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven, and the loan period cannot be extended, except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

E. COMBINED LOAN-TO-VALUE RATIO

The loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

7.0. PROGRAM LOAN REPAYMENT (HOME RECAPTURE TERMS)

Recapture of Entire Direct Subsidy

The Program Lender recaptures the entire amount of the direct HOME subsidy provided to the homebuyer, plus any interest due according to the terms of the HOME Promissory Note, before the homebuyer receives a return. The recapture amount is limited to the net proceeds available from the sale or foreclosure.

In cases where there is appreciation, (see definition of Appreciation), the homebuyer would retain any net proceeds exceeding the direct HOME assistance plus interest due that is recaptured.

In some cases, such as in declining housing markets, net proceeds available at the time of sale may be insufficient to recapture the entire direct HOME subsidy plus interest due provided to the homebuyer. Since the HOME Final Rule limits recapture to available net proceeds, the Program Lender can recapture only what is available from net proceeds. In a scenario where recapture provisions state that the entire direct HOME subsidy plus interest will be recaptured, and there are insufficient net proceeds available at sale, the Program Lender is not required to repay to the Department, and the Department is not required to pay back to HUD the difference between the total direct HOME subsidy and the amount available for recapture from net proceeds.

Example: A homebuyer receives \$10,000 of HOME down payment assistance to purchase a home. The direct HOME subsidy to the homebuyer is \$10,000, which results in a five-year Period of Affordability. If the homebuyer sells the home after three years, the grantee or state would recapture, assuming that there are sufficient net proceeds, the entire \$10,000 direct HOME subsidy plus any interest due according to the terms of the HOME Promissory Note. The homebuyer would receive any net proceeds in excess of that amount.

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, without penalty. Payments will be applied to principal, thus reducing accrual of simple interest.

7.2. RECEIVING LOAN PAYMENTS

A. Voluntary Program loan payments, and loan payoffs, shall be made to:

City of Exeter
137 N. F. Street
Exeter, CA 93221

B. The Sponsor shall be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's Program Income Account, as required by the HOME program. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may, at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

If an owner sells, transfers title, or discontinues principal residency in the purchased property during the HOME Affordability Period for any reason, the loan is immediately due and payable pursuant to the Recapture (loan repayment) terms in the HOME Loan Agreement.

Notwithstanding the foregoing, if the owner of the property dies, even after the HOME Affordability Period expires, an heir may assume the HOME loan at the same rate and terms, if the heir's household meets each of the following requirements:

- does not exceed the current HOME income limits; and
- will immediately occupy the home as their principal residence.

During the HOME Affordability Period, if the property owner dies and the heir does not meet these HOME eligibility requirements, the loan is due and payable.

The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment D for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures shall be pursued.

7.5. LOAN MONITORING PROCEDURES

Sponsor must monitor Borrowers and their homes annually to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy during the Period of Affordability
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans

8.0. PROGRAM LOAN UNDERWRITING AND APPROVAL

- A. Loan Underwriting

All homebuyers or their representatives shall receive an eligibility packet with all the necessary forms, disclosures, information, and application. The homebuyer must submit a complete application packet with all the Sponsor's Program loan documents executed, as well as all the information from the primary lender. The primary lender shall submit copies of the following to the Sponsor: 1) fully-executed property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third-party income verifications and verifications of assets; 5) homeownership education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as credit history, amount of down payment, and size of loan will influence the decision of the primary lender to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender. The Sponsor must use the information on the credit report for each adult borrower for its calculations of front-end and back-end debt-to-income ratios.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be e-mailed or faxed. Based on receipt and review of the final documents, the Program Operator will complete, sign, and date an income certification (using the most-recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability shall then be verified, and a subsidy amount will be determined by the Program Operator.

D. Disclosure of Program and Loan Information to Homebuyers

The Program will inform the borrower of the results of the income determination process, including the permissible range of primary mortgage payments and the maximum purchase price possible. Information on the Program's application will be documented with third-party verifications and/or documents in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite, and title reports provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application provides current debt and housing information and will be documented by the credit report and income/asset verifications. The primary lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the primary lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and cross-checking all the primary lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed, the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set, and Program funds are provided to the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for a copy of Notice of Default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instructions provided by the Program Lender and shall issue California Land Title Association (CLTA) and American Land Title Association (ALTA) policies to the homebuyer and the Program Lender after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA policy is issued to each lender providing additional coverage for the physical aspects of the property, as well as the homebuyer's title failure. These aspects include anything which can be determined only through physical inspection, such as correct survey lines, encroachments, mechanics liens, mining claims, and water rights. The Program Lender instructs the escrow/title company in the escrow instructions what may show on the policy, the amount of insurance on the policy (all liens should be covered), and the loss payee (each lender should be listed as a loss payee and receive an original ALTA policy).

9.0. SUBORDINATE FINANCING

Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred, and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The Sponsor may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Sponsor's HOME Program Representative or Program Manager. If internally required, the Sponsor's Loan Committee and/or governing body would then need to approve said changes.

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination regarding the exception request based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.
- C. Note: such exceptions may not directly or indirectly discriminate against protected classes under all current federal fair housing law and state statutes and regulations.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

ATTACHMENT A
Income Inclusions and Exclusions

The Program Operator shall access the current federal income determination regulations online at <https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-F/subject-group-ECFR174c6349abd095d/section-5.609>, regarding income inclusions and exclusions.

ATTACHMENT B
Asset Inclusions and Exclusions

The Program Operator shall access the current federal income determination regulations at <https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-F/section-5.603> regarding the definition of Net family assets, to which the regulations at section 5.609 refer.

ATTACHMENT C

**HOME HOMEOWNERSHIP VALUE LIMITS FOR TULARE COUNTY*
(Limits effective 9/1/2024)**

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
\$371,000	\$392,000

[Note from HOME to remove: if you have exception limits approved by HOME, modify this table as needed and indicate from/through date of the exception]

**HOME MAXIMUM PER-UNIT SUBSIDY LIMITS FOR CALIFORNIA
(Limits effective 2/13/2024)**

0-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$181,488	\$208,049	\$252,994	\$327,293	\$359,263

**HOME INCOME LIMITS FOR TULARE COUNTY*
(Limits effective 6/1/2025)**

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$52,600	\$60,100	\$67,600	\$75,100	\$81,150	\$87,150	\$93,150	\$99,150

*Sponsor will insert these limits for the county in which the Program is located and will update the limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and income limits is: [State and Federal Income, Rent, and Loan/Value Limits | California Department of Housing and Community Development](#) (for HOME limits, choose “CDBG, HOME and NHTF/HHC Article I - Income, Value, Subsidy and Rent Limits”).

ATTACHMENT D

LOAN SERVICING POLICIES AND PROCEDURES FOR CITY OF EXETER

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications; 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; and 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

Promissory Notes are for deferred payment loans, but the Lender must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

Program loan payments, and loan payoffs, shall be made to:

City of Exeter
137 N. F Street
Exeter, Ca. 93221

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee.

If a property is located in a 100-year floodplain, the Borrower will be required to obtain flood insurance. A certificate of insurance for both flood and standard property insurance, with an endorsement naming the City of Exeter as "Lender" and listing them as the lender loss payee, will be required at the close of escrow. The Lender will verify the insurance coverage annually.

Property taxes must be kept current during the term of the loan. The Lender requires Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lienholder listed in the notice to notify the Lender of initiation of a foreclosure action. The Lender will then contact the Borrower and assist them in bringing the first loan current, if possible. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans, the Lender will require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Annual occupancy verification will occur between January 1 and 15 of each year for the term of the loan].

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title, occupancy, and/or use, the Borrower must notify the Lender in writing of the change.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable.

If the owner moves out and converts the owner-occupied unit into a rental unit before the end of the HOME Affordability Period, the loan is due in full, unless the owner moves back in immediately.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business, but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Program Lender. Approved refinancing of senior debt will be limited by the Department to circumstances in which the original homebuyer is securing more favorable terms that reduce monthly housing costs, or if sufficient equity exists, to take cash out for only items such as for immediate repairs to the property to correct identified health and safety violations.

There can be no third-party debt payoffs or additional encumbrances on the property. The total indebtedness on the property should not exceed the current market value, except when the borrower is obtaining a federally-sponsored refinance program loan. If said loan is approved and meets all other requirements, Combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

1. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in these Program Guidelines;
2. not have a temporary interest rate buy-down;
3. have a term “all due and payable” that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note shall be modified to coincide with the maturity date of the new first mortgage; and
4. not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the Sponsor’s loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default, such as non-payment, lack of insurance or property tax payment, change in title or use without approval, or default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default status. If the default status continues, the Lender may start the formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note. HOME funds may not be used for this purpose.

If the Lender determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructuring the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. If there is sufficient value in the property, then the Lender can afford to pay for the foreclosure process, pay off the senior lienholder, and retain some or all of its investment.

If the Lender decides to reinstate, the senior lienholder will accept the amount to reinstate the loan until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder will then require a full payoff of the balance, plus related foreclosure administrative costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property is not cost effective and allows the senior lienholder to complete foreclosure, the Lender's lien may be released once net available proceeds are received, if any.

Lender as Senior Lienholder

When the Lender is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured, and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard

maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty calendar days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

ATTACHMENT E
SELLER'S LEAD-BASED PAINT DISCLOSURE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 (i) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 (ii) ___ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ___ Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 (ii) ___ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) ___ Purchaser has received copies of all information listed above.
- (d) ___ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) ___ Purchaser has received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Agent's Acknowledgment (initial)

(f) ___ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

ATTACHMENT F

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer
DECLARATION

This is to inform you that _____ would like to purchase the property, located at _____, if a satisfactory agreement can be reached. We are prepared to pay \$_____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency, _____ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e., eminent domain) and the agency/Sponsor _____ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is \$_____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arm's-length transaction, you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract, and return it to us at:

_____. If you have any questions about this matter, please contact _____ at _____.

Sincerely,

Title

Buyer

Date

Buyer

Date

Form continues on next page with Seller's Acknowledgment

Acknowledgement

As the Seller I/we understand that _____ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that the property must meet one of the following conditions at the time of submitting the purchase offer: it must be currently owner-occupied, vacant for at least three months, newly constructed (never occupied), or being purchased by the current renter. I/we hereby certify that the property is:

- Vacant at least 3 months; Owner-occupied; New; or Being Purchased by its Occupant

I/we hereby certify that I have read and understand this "Declaration" and:

a copy of said Notice was given to me prior to the offer to purchase.

If received after presentation of the purchase offer, I/We choose:

to withdraw, or not to withdraw, from the Purchase Agreement.

Seller

Date

Seller

Date

ATTACHMENT G
CITY OF EXETER

INSTRUCTIONS TO HOMEBUYER

1. Homeownership can be a complicated process for first time homebuyers, to help navigate you and prepare you for homeownership, we recommend you first contact the Program Operator's Homebuyer Counseling and Education (Gateway) Department at 559-651-1000.
2. You should then contact the Program Operator's First-Time Homebuyer Loan Processor at 559-802-1640 to verify funding availability and program information. If funds are available, you can move directly into the workload. If funds are not available you will be sent a pre-application to complete, sign and return to then be added to a waiting list for future funding.
3. Once funds are available and your name comes to the top of the waiting list, you will then be able to select a primary lender (Mortgage Company, Bank or Credit Union) of your choice to determine financing eligibility. Upon successful prequalification with a primary lender, your primary lender will submit a complete loan application package to Program Operator for review. This package must be submitted along with a completed Submission Form/Lender Cover Letter and Application, provided by the Program Operator via the Program Operator's website. Items to be included are proof of income, credit report and household size.
4. During the financing and Program eligibility review by Program Operator, household size, income, and Sponsor loan amount are determined. Prior to issuance of the prequalification letter the family, the following must occur:
 - a. Application package must be reviewed and signed by Program Operator
 - b. Application package must be reviewed and signed by Sponsor

Upon completion by all parties, Program Operator will issue a prequalification letter to the applicant and the primary lender on behalf of the Sponsor. Program Operator will contact or meet with qualified applicant to provide information relative to Program requirements and the lending process. In addition, Program Operator will issue a condition list to both parties requesting final and additional income and asset documentation, including verification of employment and all income sources.

5. Applicant works with Licensed Real Estate broker to find an eligible property. Properties are subject to the following requirements:
 - a. Properties must be located within the Sponsor's eligible area (Program Operator will verify)
 - b. Properties must meet maximum sales price limits, as applicable
 - c. Properties must be Vacant at least 3 months; Owner-occupied; New; or Being Purchased by its Occupant

Primary lender will submit accepted purchase agreement to Program Operator for review.

6. Applicant will work with primary lender to provide Program Operator all terms on the conditions list. The items include, but are not limited to:
 - a. Income documentation (3 months paystubs, 3 years tax returns and W-2's, child support, verification of employment, verification of rent, etc.)
 - b. Credit Report
 - c. Asset documents (6 months bank statements, 401K, etc.)

- d. Property information (appraisal with photos, preliminary title report, home inspection, termite report and clearance, etc.)
 - e. Real Estate Sales Contract (contingent upon receiving Program loan approval)
 - f. Residential loan application
 - g. Lead Base Paint Disclosure/Disclosure statement
7. A certified housing inspector, or a Sponsor representative will document health & safety and code compliance as well as conduct Lead-Based Paint Inspections. Seller must correct all deficiencies prior to the close of escrow.
 8. Upon receipt of all conditions, Program Operator will prepare participant file for final loan approval with Sponsor. The primary lender should request the date of loan approval one week prior to the date of anticipated loan signing. At loan approval, Program Operator will present the application to Sponsor for review. Following loan approval, Program Operator will give loan documents to Sponsor for signatures. Loan documents are then forwarded to escrow company to coordinate loan signing.
 9. Signed documents are returned to Program Operator for review. Upon review and confirmation of all conditions of final funding, Program Operator will wire funds to escrow.
 10. Once loan is funded and recorded, escrow company provides a copy of all documents to Program Operator. Program Operator then closes out the loan file.

**ATTACHMENT H
LEAD-BASED PAINT**

VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:		No LBP found or LBP exempt <input type="checkbox"/>	
Select one:	Visual Assessment <input type="checkbox"/>	Presumption <input type="checkbox"/>	Hazard Reduction <input type="checkbox"/>

Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.	
Visual Assessment Date:	Report Date:
Check if no deteriorated paint found <input type="checkbox"/>	
Attachment A: Summary where deteriorated paint was found.	

Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.	
Date of Presumption Notice:	
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/>	
Attachment B: Summary of Presumption:	

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.	
Date of Hazard Reduction Notice:	
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/>	Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:	
Attachment C: Activity locations and types.	
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces, or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity		
Printed Name:	Signature:	Date:

Section 6: Contact Information		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	

ATTACHMENT I

Homebuyer Program Lead Compliance Document Checklist

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	Purpose	✓
Lead Safe Housing Rule Screening Sheet	Documents exemptions	
Physical inspection form (HQS or equivalent)	Documents visual assessment results	
Seller Certification	Seller certifies that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit passed clearance	
Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure Form DOC_12345.PDF (hud.gov)	Documents that buyer received disclosure and pamphlet.	
Lead Hazard Reduction Notice LSHR-Sample-Notice-of-Lead-Hazard-Reduction.pdf (hudexchange.info)	Documents that buyer received required lead hazard reduction notification.	

This was taken from the HUD Website at:

http://portal.hud.gov/hudportal/documents/huddoc?id=20264_leadcompliance.doc

CITY of EXETER HOME Program

First-Time Homebuyer Written Agreement

(Version 1 dated 8/30/24, effective until revised)

NOTICE TO HOMEBUYER:

This Agreement explains the terms of the purchase assistance you are receiving through the HOME Investment Partnerships Program (HOME). This Agreement is separately enforceable from the Note and Deed of Trust for the Term in Section 2, unless you sell and repay the balance specified in Section 7. Read each paragraph carefully and ask questions regarding any sections you do not fully understand before you sign. This agreement will be enforced by loan documents as set forth in Section 1 below. You should be sure that you thoroughly understand these documents before you sign them.

DEFINITIONS

DEED OF TRUST: A Deed of Trust is a legal document used in real estate transactions to secure a loan to purchase or refinance a property. If the borrower, in this case the First-Time HOMEBUYER (FTHB), defaults on the loan or fails to comply with the terms of the Deed of Trust and this written AGREEMENT, foreclosure and sale of the property to repay the debt can be initiated by the LENDER and trustee.

HOMEBUYER: For the First-Time HOMEBUYER Program, the HOMEBUYER is a person(s) who meets the definition of a First-Time HOMEBUYER under Section 8201(m) of the State of California HOME Program Regulations, or successor policy, and who receives financial assistance in the form of downpayment assistance through the HOME program.

LENDER: Lender refers to the City or County operating the FTHB Program as a State Recipient of the Department of Housing and Community Development HOME Program and has received an award of HOME funds to operate a First-Time HOMEBUYER Program or to undertake a First-Time HOMEBUYER Project.

NET PROCEEDS: The sales price minus primary loan repayment (other than HOME funds) and any closing costs. Net proceed calculations are used to determine the total amount of funds available for recapture of HOME funds at the time of sale.

PRIMARY LENDER: A lender making the first trust deed mortgage to a First-Time HOMEBUYER under the program and to which any HOME FTHB loan will be subordinate.

RECAPTURE: Recaptured funds are HOME funds which are recouped by the LENDER when a housing unit assisted by the HOME program does not comply with the obligations of this AGREEMENT, and/or where the housing unit does not continue to be the principal place of residence of the assisted homebuyer for the full Affordability Period as required by federal statute.

CITY of EXETER

HOME Program First-Time Homebuyer Written Agreement

Approved by Department: 8/21/2025

CITY of EXETER HOME Program

First-Time Homebuyer Written Agreement

(Version 1 dated 8/30/24, effective until revised)

RIDER: Your first mortgage LENDER may or may not have a Rider as part of your Mortgage. A Rider is a supplemental document that modifies or adds specific terms and conditions to the Deed of Trust. The Rider serves as an addendum to the Deed of Trust, customizing and clarifying the mortgage to accommodate specified needs and requirements of the parties involved, including local requirements of primary mortgage LENDER that are not included in the Deed of Trust. Any Rider to the First-Time Homebuyer Deed of Trust must be approved in advance, in writing by the LENDER, to be valid.

SUBORDINATION: The process of ranking home loans by priority of repayment. First-Time HOMEBUYER loans are generally in a second lien position, behind a primary lender's mortgage loan. In the event the primary mortgage is paid off, the secondary mortgage moves into first position, unless the Lender agrees to subordinate to a new primary mortgage loan.

THE AGREEMENT:

THIS AGREEMENT is entered into this **XX** day of **MONTH**, **YEAR** by and between the City of EXETER, a State of California municipal corporation ("**the CITY**") and **BUYERNAME(S)**, (the "**HOMEBUYER**") and the State of California Department of Housing and Community Development HOME Program as a third-party beneficiary.

WITNESSETH

WHEREAS:

- A. The CITY is a current grantee under the State of California HOME Investment Partnerships Program ("**HOME**" or "**HOME Program**") administered by the United States Department of Housing and Urban Development ("**HUD**") through the State of California Department of Housing and Community Development ("Department") and is authorized by the Department to provide HOMEBUYER assistance in accordance with the Department's Consolidated Plan; and
- B. The HOME regulations at 24 CFR Part 92 govern the CITY's/COUNTY's implementation of the HOME Program and are made a part this Agreement; and
- C. The CITY has determined that the HOMEBUYER meets the HOME Program eligibility requirements to purchase the dwelling located at

CITY of EXETER

HOME Program First-Time Homebuyer Written Agreement

Approved by Department: 8/21/2025

CITY of EXETER HOME Program

First-Time Homebuyer Written Agreement

(Version 1 dated 8/30/24, effective until revised)

PROPERTYADDRESS (the “**Property**”) at the price of \$**PURCHSASEPRICE** (the “**Purchase Price**”) and will assume fee simple ownership upon closing.

NOW, THEREFORE, in accordance with the mutual understanding and agreements set forth herein, CITY and the HOMEBUYER agree as follows:

SECTION 1. FORM, AMOUNT, AND USE OF ASSISTANCE

The CITY will provide the HOMEBUYER an amount not to exceed \$**DIRECTASSISTANCETOTAL** (“**Loan**”) to assist the HOMEBUYER with a down payment, closing costs, and/or a portion of the Purchase Price of the Property, which is considered the direct HOME Assistance to the HOMEBUYER.

The Homebuyer agrees that the HOME Assistance will be used at closing as gap financing to cover closing costs and down payment towards the Purchase Price of the Property. This will reduce the total amount the HOMEBUYER will be required to borrow from a bank, credit union, or other lender in order to purchase the Property.

{If signing the agreement prior to closing, the following provision can be used to clarify that the final HOME amount may change slightly.} The amount of HOME Assistance will not be final until the CITY has updated all necessary underwriting and subsidy layering requirements based on final Purchase Price and/or closing costs.

The assistance will be provided in the form of a **thirty-year (30)** deferred loan. At closing, the Loan will be evidenced by a promissory note executed by the HOMEBUYER in favor of CITY (“**Note**”) and secured by a deed of trust securing the promissory note to be filed in the official real property records of the county in which the Property is located (“**Deed of Trust**”). The terms and duration of the Loan are specified in the Note and Deed of Trust, and the Note and Deed of Trust will be released upon repayment of the Loan under the terms set forth therein. The HOMEBUYER may, but is not required to, prepay the Loan, in whole or in part, at any time.

SECTION 2. AGREEMENT TERM

This Agreement will automatically terminate if the Homebuyer does not close and take title to the Property on or before **ABSOLUTE CLOSING DEADLINE**.

Otherwise, this Agreement will expire upon expiration of the Affordability Period as defined in Section 6 or satisfaction of the Deed of Trust, whichever is later.

This Agreement shall survive any prepayment of the loan and/or any release of the Deed of Trust that does not include a transfer of the Property and shall continue for the full Affordability Period, as defined in Section 6.

CITY of EXETER

HOME Program First-Time Homebuyer Written Agreement

Approved by Department: 8/21/2025

CITY of EXETER HOME Program

First-Time Homebuyer Written Agreement

(Version 1 dated 8/30/24, effective until revised)

SECTION 3. APPRAISED PROPERTY VALUE

The CITY certifies that a certified property appraiser has appraised the property that is the subject of this AGREEMENT at a value of \$**ENTER APPRAISED VALUE** as evidenced by appraisal dated **ENTER DATE**.

SECTION 4. ELIGIBLE MODEST HOUSING

The CITY has verified that the purchase price of the housing does not exceed 95 percent (95%) of the median purchase price of homes for the area, as set forth in 24 CFR Part 92.254(a) and as codified in CITY's HOME Program Guidelines and Resale and Recapture Policy.

SECTION 5. PRINCIPAL RESIDENCE REQUIREMENT

During the Affordability Period, barring a sale or transfer of title to the Property which shall be governed by Section 6 below, the HOMEBUYER shall at all times maintain the Property as their principal residence. Should the HOMEBUYER cease to maintain the Property as their principal residence, rent the residence to another party, or convert the Property to a non-residential use, the HOMEBUYER will be in breach of this Agreement and subject to the Default and Enforcement provisions under Section 13.

SECTION 6. AFFORDABILITY PERIOD

The Affordability Period for the Property will begin on the date of recordation of the grant deed and deed of trust ("Completion date") of the transaction as the date of recordation of the grant deed and deed of trust ("**Completion Date**") and shall end **five (5)/ten (10)/fifteen (15)** years after the Completion Date (the "**Affordability Period**"). The CITY will provide a formal written notice to the HOMEBUYER of the Completion Date and the resulting expiration date of this Affordability Period and this Agreement. Upon issuance of such notice, this Agreement shall be deemed amended to reflect the expiration date of the Affordability Period.

If the HOMEBUYER sells or transfers ownership of the Property voluntarily or involuntarily, including via foreclosure or deed in lieu of foreclosure, the Affordability Period will end upon the recapture of the full amount of the direct HOME Assistance by the CITY as described in Section 9 below.

CITY of EXETER

HOME Program First-Time Homebuyer Written Agreement

Approved by Department: 8/21/2025

CITY of EXETER HOME Program

First-Time Homebuyer Written Agreement

(Version 1 dated 8/30/24, effective until revised)

SECTION 7. HOMEBUYER REPRESENTATIONS

By signing this Agreement, the HOMEBUYER attests to the following:

- The HOMEBUYER warrants that all information and documentation provided to the CITY is true and correct. The HOMEBUYER has fully disclosed all income and assets to the CITY and warrants that the HOMEBUYER's household or financial situation has not changed materially since the application for HOME Assistance was made. The HOMEBUYER acknowledges that any material discrepancies or misstatements may result in the HOMEBUYER's disqualification from participation in the program and shall be deemed a breach of this Agreement and the Loan, and the HOMEBUYER will be required to repay the entire HOME investment amount.
- The HOMEBUYER has completed homeownership counseling as required by the CITY and will complete any post-closing counseling required by the CITY.
- The Homebuyer has agreed to purchase a dwelling unit that meets HOME Program requirements, and that the dwelling unit must meet Program property standards prior to purchase.
- The HOMEBUYER understands and agrees to the requirements stated in this Agreement for the Agreement Term.

SECTION 8. HOMEBUYER RESPONSIBILITIES

The Homebuyer agrees to the following to meet the requirements of this assistance:

- The HOMEBUYER will provide at least the following buyer funds required for closing: \$XXXX in their own funds toward the purchase price and/or closing costs.
- The HOMEBUYER will occupy the property as the principal residence for the Affordability Period as described in Sections 5 and 6.
- The HOMEBUYER will maintain the property, maintain hazard insurance, and pay all required taxes during the term of this Agreement as described in Section 10.
- The HOMEBUYER will provide information as required by the CITY to monitor compliance with Program requirements.
- The HOMEBUYER will comply with the refinancing policy stated in Section 11.
- In the event of sale of the property during the Agreement Term, the HOMEBUYER will notify the CITY and comply with Recapture requirements in Section 9.

SECTION 9. RECAPTURE OF DIRECT HOME ASSISTANCE

In compliance with the HOME Rule at 24 CFR 92.254(a)(5), if the HOMEBUYER sells or otherwise voluntarily or involuntarily transfers title to the Property during the Agreement

CITY of EXETER

HOME Program First-Time Homebuyer Written Agreement

Approved by Department: 8/21/2025

CITY of EXETER HOME Program

First-Time Homebuyer Written Agreement

(Version 1 dated 8/30/24, effective until revised)

Term, including transfer as a result of foreclosure or deed in lieu of foreclosure, then the outstanding direct HOME Assistance to the Homebuyer will be subject to recapture by the CITY.

The “Recapture Amount” will be determined as follows:

Recapture of Entire Direct Subsidy

The Program Lender recaptures the entire amount of the direct HOME subsidy provided to the homebuyer, plus any interest due according to the terms of the HOME Promissory Note, before the homebuyer receives a return. The recapture amount is limited to the net proceeds available from the sale or foreclosure.

In cases where there is appreciation, (see definition of Appreciation), the homebuyer would retain any net proceeds exceeding the direct HOME assistance plus interest due that is recaptured.

In some cases, such as in declining housing markets, net proceeds available at the time of sale may be insufficient to recapture the entire direct HOME subsidy plus interest due provided to the homebuyer. Since the HOME Final Rule limits recapture to available net proceeds, the Program Lender can recapture only what is available from net proceeds. In a scenario where recapture provisions state that the entire direct HOME subsidy plus interest will be recaptured, and there are insufficient net proceeds available at sale, the Program Lender is not required to repay to the Department, and the Department is not required to pay back to HUD the difference between the total direct HOME subsidy and the amount available for recapture from net proceeds.

Example: A homebuyer receives \$10,000 of HOME down payment assistance to purchase a home. The direct HOME subsidy to the homebuyer is \$10,000, which results in a five-year Period of Affordability. If the homebuyer sells the home after three years, the grantee or state would recapture, assuming that there are sufficient net proceeds, the entire \$10,000 direct HOME subsidy plus any interest due according to the terms of the HOME Promissory Note. The homebuyer would receive any net proceeds in excess of that amount.

CITY of EXETER

HOME Program First-Time Homebuyer Written Agreement

Approved by Department: 8/21/2025

CITY of EXETER HOME Program

First-Time Homebuyer Written Agreement

(Version 1 dated 8/30/24, effective until revised)

If there are no net proceeds of sale or the net proceeds are insufficient to repay the Recapture Amount, then the entire net proceeds, if any, will be recaptured and retained by CITY to satisfy both this Agreement and the Loan. The term “net proceeds” is defined as the sale price less the balance due on superior secured debt and closing costs incurred by the Homebuyer at sale or transfer. In the event the net proceeds are less than the outstanding Loan balance, the CITY reserves the right to determine whether the sales price is comparable to the sales price in an arms-length transaction for a similar unit and to evaluate the closing costs being charged to the Homebuyer to ensure they are reasonable and customary.

Net proceeds of sale in excess of the outstanding direct HOME Assistance will be retained by the HOMEBUYER.

To facilitate the expeditious administration of this Section, the HOMEBUYER shall provide notice to the CITY of any anticipated transfer of title, including but not limited to a sale or foreclosure.

If the HOMEBUYER is determined to be in violation of this Agreement, the full amount of the Loan shall be due and payable as stated in Section 13.

SECTION 10. INSURANCE AND TAXES

At all times during the term of this Agreement, the HOMEBUYER shall maintain a valid and current hazard insurance policy on the Property for the current appraised value of the Property and naming the CITY as an additional loss payee in primary coverage. Failure to maintain a valid and current insurance policy will be considered a breach of this Agreement, and the CITY will have the right to secure insurance for the Property and charge such costs to the HOMEBUYER or to foreclose on its Deed of Trust, if necessary, to protect the HOME program investment. If the Property is in a 100-year floodplain, the HOMEBUYER shall maintain a current and valid flood insurance policy on the Property. Evidence of insurance must be provided at closing of the Loan and annually thereafter upon request of the CITY.

At all times during the term of this Agreement, the HOMEBUYER shall pay property taxes and other assessments due to local taxing authorities.

SECTION 11. REFINANCING

During the Agreement Term, the HOMEBUYER will notify the CITY of the intent to refinance any loan that is senior to the HOME Deed of Trust. The CITY will approve

CITY of EXETER

HOME Program First-Time Homebuyer Written Agreement

Approved by Department: 8/21/2025

CITY of EXETER HOME Program

First-Time Homebuyer Written Agreement

(Version 1 dated 8/30/24, effective until revised)

subordination of the HOME debt to only a new loan in compliance with its then-current refinancing policy.

SECTION 12. CITY RESPONSIBILITIES

As a State Recipient of the HOME Participating Jurisdiction Program, the CITY is ultimately responsible to the State of California for compliance with all HOME requirements, including the ongoing enforcement of this Agreement regarding principal residency and recapture.

- The CITY has determined the HOMEBUYER to be eligible according to the HOME Program's income limits and other eligibility requirements and will review any changes to eligibility at time of closing.
- The CITY has determined the property to be eligible under the HOME Program's requirements, including Program purchase price limits, Maximum Per-Unit Subsidy Limits, and property standards.
- The CITY has completed the environmental review required by 24 CFR Part 58 and determined that the property and assistance meet federal requirements.
- The CITY has determined the amount of HOMEBUYER's assistance to be reasonable and in compliance with Program requirements and its underwriting policy and may adjust the assistance based on final price, costs, and underwriting.
- The CITY will provide any HOME funds required at closing.
- The CITY will record the Deed of Trust and retain this Agreement and the Note for the Agreement Term.
The CITY will review, monitor, or seek to confirm the HOMEBUYER's ongoing compliance with the terms of this Agreement and the Loan, including but not limited to principal residency. The CITY will enforce the other provisions of this Agreement and the recorded documents.
- The CITY may issue notices of violation, require corrective actions, or seek performance using any and all legal remedies available.

SECTION 13. DEFAULT AND ENFORCEMENT

In the event the HOMEBUYER violates any terms of this Agreement or any other agreement between the HOMEBUYER and the CITY, the CITY shall issue a notice of violation to the HOMEBUYER. Upon receipt of such a notice, the HOMEBUYER agrees to remedy the violation within 30 days or, in the case of violations requiring longer cure periods, the CITY may allow for a period of up to 90 days to correct the violation. In such cases, the HOMEBUYER must take action to begin corrections within 30 days of the date

CITY of EXETER

HOME Program First-Time Homebuyer Written Agreement

Approved by Department: 8/21/2025

CITY of EXETER HOME Program

First-Time Homebuyer Written Agreement

(Version 1 dated 8/30/24, effective until revised)

of the CITY's notice of violation. Upon the HOMEBUYER's failure to correct the violation within the allotted time, the CITY may take additional corrective action including suing for specific performance, declaring a default in the Loan and initiating foreclosure proceedings, and seeking any other available legal remedies.

In the event of the HOMEBUYER's uncured violation of the principal residency provisions of Section 5, the HOMEBUYER will be required to repay the entire HOME investment in the Property.

SECTION 14. ONGOING ANNUAL RECERTIFICATION REQUIREMENTS

CITY is responsible for ensuring that First-Time HOMEBUYERS comply with the requirements of this AGREEMENT and as codified in the loan documents. This includes the requirement that the assisted home be maintained as the principal place of residence by HOMEBUYER for the entirety of the Affordability Period. The Department requires that the CITY performs annual recertification of compliance. The Department monitors the CITY to ensure that these requirements are met. HOMEBUYER acknowledges that annual reviews will be conducted, and that the HOMEBUYER must comply with the CITY's recertification process and requirements as part of the conditions for receipt of HOME assistance and that failure to do so constitutes a breach of this AGREEMENT.

SECTION 15. MISCELLANEOUS

This Agreement shall be construed and interpreted in accordance with State of California law. In the event of legal action resulting from a dispute hereunder, the parties agree that the State and federal courts of the State of California shall have jurisdiction and that the proper forum for such action shall be TULARE County, California.

None of the rights and remedies conferred upon or reserved to the CITY under this Agreement is intended to be exclusive of any other rights, and each right shall be cumulative and concurrent, and may be enforced separately, successively, or together, and may be exercised from time to time as often as may be deemed necessary by the CITY.

Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly. Any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Agreement and are expressly waived.

The paragraph headings contained herein are for convenience in reference to this Agreement and are not intended to define or to limit the scope of any provision of this CITY of EXETER

HOME Program First-Time Homebuyer Written Agreement

Approved by Department: 8/21/2025

CITY of EXETER HOME Program

First-Time Homebuyer Written Agreement

(Version 1 dated 8/30/24, effective until revised)

Agreement. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.

(signature page follows)

CITY of EXETER

HOME Program First-Time Homebuyer Written Agreement

Approved by Department: 8/21/2025

CITY of EXETER HOME Program
First-Time Homebuyer Written Agreement

(Version 1 dated 8/30/24, effective until revised)

Executed and effective as of the day and year first above written and for the purposes herein expressed, by the CITY, signing by and through its Authorized Signer, **AUTHORIZEDSIGNERNAME, TITLE**, and by the HOMEBUYER(s).

DATE: _____

Print Name of HOMEBUYER #1

Signature of HOMEBUYER #1

Print Name of HOMEBUYER #2

Signature of HOMEBUYER #2

CITY of EXETER Authorized Signer

Signature: _____

Print Name and Title: _____

All signatures must be acknowledged by a notary.

CITY of EXETER

HOME Program First-Time Homebuyer Written Agreement

Approved by Department: 8/21/2025

DO NOT DESTROY THIS NOTE: When paid, this Note and the Deed of Trust must be surrendered to the Trustee, listed below, with request for reconveyance.

PROMISSORY NOTE SECURED BY DEED OF TRUST

Deferred Payment Loan - Owner Occupant

LOAN HBL#/LOAN #; LOAN \$
CITY OF EXETER, California, DATE

FOR VALUE RECEIVED BORROWER(S) (hereinafter called “Trustor(s)”, jointly and severally promise(s) to pay to the CITY OF EXETER, the sum of LOAN \$. At no time will interest be charged.

The restrictions will automatically terminate if the Title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary of Housing and Urban Development.

The loan shall be at zero percent interest.

The Program’s loan term shall be PRIMARY LOAN PLUS 15 YEARS. The interest rate shall be 0%. All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven, unless allowed by statute.

Principal Residence Requirement: During the Affordability Period, barring a sale or transfer of title to the Property which shall be governed by Section 6, Affordability Period of the First-Time Homebuyer Written Agreement, the Trustor shall at all times maintain the Property as their principal residence. Should the Trustor cease to maintain the Property as their principal residence, rent the residence to another party, or convert the Property to a non-residential use, the Trustor will be in breach and subject to the Default and Enforcement provisions under Section 13 of the First-Time Homebuyer Written Agreement.

Transfer of ownership of the property or cessation of residence on PROPERTY, California, shall constitute default, and the entire principal on the date of default will become immediately due and payable. Failure of the Lender to formally declare or act upon such default shall not constitute a waiver. Demand, protest and notice of demand and protest are hereby waived.

The undersigned reserve(s) the right to prepay at any time all or any part of this Note without the payment of penalties or premiums to the Lender. Any and all payments on this Note shall be applied to the principal due on the Note.

The Trustor shall abide by all covenants contained in the First-Time Homebuyer Written Agreement. In the event of any inconsistencies between this Note and the First-Time Homebuyer Written Agreement, the latter shall prevail.

Should suit be commenced to collect payments due under this Note or any portion thereof, the prevailing party may recover reasonable attorney's fees in addition to any other relief allowed by law. This Note is secured by a certain DEED OF TRUST to the TITLE COMPANY, a California Corporation, as TRUSTEE.

IN WITNESS WHEREOF, the Note has been duly executed by the undersigned, as of this date.

Trustor – BORROWER

Trustor – CO-BORROWER

RECORDING REQUESTED BY:
CITY OF EXETER
AND WHEN RECORDED MAIL TO:
SELF-HELP ENTERPRISES
ATTN: HOMEBUYER PROGRAM
P.O. BOX 6520
VISALIA CA 93290

SPACE ABOVE THIS LINE FOR RECORDER USE

**THIS DOCUMENT IS RECORDED SOLELY FOR THE PURPOSE OF CITY OF EXETER
WITHOUT FEE PURSUANT TO SECTION 6103 OF THE GOVERNMENTAL CODE.
REQUEST FOR NOTICE**

In accordance with section 2924b, Civil Code, request is hereby made that a copy of any notice of Default and a copy of any notice of sale under the deed of trust (or mortgage) recorded _____ 2024, in Book _____, Page _____, (or filed for record with recorder's serial number _____) of official records of County of _____, California, executed by BORROWER(S) as trustor (or mortgagor) in which PRIMARY LENDER is named as beneficiary (or mortgagee) and TITLE COMPANY as trustee to be mailed to:

Self-Help Enterprises
P.O. Box 6520
Visalia, CA 93290

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

CITY OF EXETER

_____ by: _____
Date CITY OF EXETER SIGNER

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

STATE OF CALIFORNIA
COUNTY OF TULARE

On _____, 2024 before me, _____, Notary Public, personally appeared BORROWER(S), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

FOR NOTARY STAMP OR SEAL

WITNESS my hand and official seal.

Notary Public,

CITY OF EXETER
AND WHEN RECORDED MAIL TO:
SELF-HELP ENTERPRISES
ATTN: HOMEBUYER PROGRAM
P.O. BOX 6520
VISALIA CA 93290

SPACE ABOVE THIS LINE FOR RECORDER

THIS DOCUMENT IS RECORDED SOLELY FOR THE PURPOSE OF THE CITY OF EXETER WITHOUT FEE PURSUANT TO SECTION 6103 OF THE GOVERNMENTAL CODE.

SHORT FORM DEED OF TRUST

Adopting and including by reference certain provisions of a deed of trust recorded in the counties named herein.

THIS DEED OF TRUST, made on DATE, between BORROWER(S) as TRUSTOR, whose address is PROPERTY, CA, California; and TITLE COMPANY, California, as TRUSTEE and the **CITY OF EXETER** as BENEFICIARY, **this Deed of Trust being junior and subordinate to a new Deed of Trust in favor of PRIMARY LENDER in the amount of \$. and any deed of trust in the name of or held by the California Housing Finance Agency, its successors and assigns, which was recorded concurrently herewith;**

WITNESSETH: That Trustor grants, transfers or assigns to Trustee in Trust, that property in the County of TULARE, State of California, described as:

LEGAL DESCRIPTION

The restrictions will automatically terminate if the Title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary of Housing and Urban Development.

If the Trustor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of this title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable.

FOR THE PURPOSE of securing performance and payment of the sum of LOAN \$ and of the monies that may be paid or advanced by or may otherwise be owing to the Trustee or the Beneficiary under this instrument, and also such additional monies as may be hereafter borrowed by the Trustor, or any of them, from the Beneficiary, and also the payment of all other monies and indebtedness now owing or to become owing, from the Trustor, or any of them, to the Beneficiary, according to the terms of the Promissory Notes, payable to Beneficiary on order and made by Trustor.

Said Promissory Note and First-Time Homebuyer Written Agreement, of even date herewith made by Trustor, delineated the Terms and Conditions of this Loan requiring security of this document. Demand is subject to change of title by any means.

Privilege is reserved to prepay at any time all or any part of the debt secured hereby without the payment of penalties or premiums. By executing and delivering this Deed of Trust, and the Note secured hereby, the parties agree that all provisions of that Promissory Note between BORROWER(S) and the **CITY OF EXETER**, dated DATE and the First-Time Homebuyer Written Agreement between BORROWER(S) as borrower(s) and the **CITY OF EXETER**, as Lender, dated DATE, and that portion of the Fictitious Deed of Trust hereinafter referred to commencing with paragraph 1 and ending with paragraph 31 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Fictitious Deed of Trust above

referred to was recorded as follows:

<u>COUNTY</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
Kings	December 6, 1983	1284	68
Madera	January 13, 1984	1738	538
Merced	December 2, 1985	2514	359
Stanislaus	July 8, 1986	127 reel	1256 image
Tulare	September 19, 1983	4111	913
Kern	July 23, 1992	6704	867
Fresno	March 17, 1997	Instrument No. 97035016	

Signature of Trustor(s)

BORROWER	CO-BORROWER
----------	-------------

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

STATE OF CALIFORNIA
COUNTY OF TULARE

On _____, 2024 before me, _____, Notary Public, personally appeared BORROWER(S) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

FOR NOTARY STAMP OR SEAL

Notary Public

CITY OF EXETER
Self-Help Enterprises
FAIR LENDING NOTICE

To: All applicants for financial assistance for the purchase, construction, rehabilitation, improvement or refinancing of one-to-four family residences

It is unlawful, under the Housing Financial Discrimination Act of 1977, for a public agency to consider any of the following in determining whether or not, or under what terms and conditions to provide or arrange for financial assistance:

1. Neighborhood characteristics (such as the average age of the homes or the income level in the neighborhood), except to a limited extent necessary to avoid an unsafe and unsound business practice.
2. Race, sex, color, religion, marital status, national origin, or ancestry.

It is also unlawful to consider, in appraising a residence, the racial, ethnic, or religious compositions of a particular neighborhood or whether or not such a composition is undergoing change or is expected to undergo change.

If you wish to file a complaint, or if you have questions about your rights, contact:

Comptroller of the Currency
Administrator of National Banks
Fourteenth National Bank Region
Consumer Complaint Department
Stewart Street Tower, Suite 2101
One Market Plaza
San Francisco, California 94105

I (we) have received a copy of this notice.

BORROWER Date

CO-BORROWER Date

CITY OF EXETER

SINGLE-FAMILY HOUSING REHABILITATION ASSISTANCE PROGRAMS (HOME, CDBG, CalHome)

PROGRAM DESIGN AND PROCESS



HCD Version November 2023

**CalHome Approved (date)
CDBG Approved (date)
HOME Approved (12/12/2025)**

**CITY OF EXETER
HOUSING REHABILITATION
PROGRAM GUIDELINES**

TABLE OF CONTENTS

- 1.0. GENERAL**
 - 1.1. PROGRAM OUTREACH AND MARKETING
 - 1.2. APPLICATION PROCESS AND SELECTION
 - 1.3. LOAN PROCESS
 - 1.4. CONFLICT OF INTEREST REQUIREMENTS
- 2.0. APPLICANT QUALIFICATIONS**
 - 2.1. INCOME LIMITS
 - 2.2. INCOME QUALIFICATION CRITERIA
 - 2.3. HOMEOWNER ELIGIBILITY & RESIDENCY REQUIREMENTS
- 3.0. PROPERTY ELIGIBILITY**
 - 3.1. CONDITIONS
 - 3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE
 - 3.3. NOTIFICATIONS AND DISCLOSURES
 - 3.4. ENVIRONMENTAL REVIEW
- 4.0. THE PROGRAM LOAN**
 - 4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE
 - 4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS
 - 4.3. RATES AND TERMS
 - 4.4. GRANTS
 - 4.5. APPRAISAL
 - 4.6. INSURANCE
- 5.0. PROGRAM LOAN SERVICING AND MAINTENANCE**
 - 5.1. PAYMENTS ARE VOLUNTARY
 - 5.2. RECEIVING LOAN REPAYMENTS
 - 5.3. LOAN SERVICING POLICIES AND PROCEDURES
 - 5.4. LOAN MONITORING PROCEDURES
 - 5.5. DEFAULT AND FORECLOSURE
 - 5.6. SUBORDINATIONS
- 6.0. CONSTRUCTION**
 - 6.1. STANDARDS
 - 6.2. ELIGIBLE CONSTRUCTION COSTS
 - 6.3. ELIGIBLE PROJECT COSTS
 - 6.4. REPAIR CALLBACKS
- 7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**
 - 7.1. AMENDMENTS
 - 7.2. EXCEPTIONS
- 8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES**
 - 8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE
 - 8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

**CITY OF EXETER
HOUSING REHABILITATION
PROGRAM GUIDELINES**

ATTACHMENTS TABLE OF CONTENTS

- ATTACHMENT A: 24 CFR PART 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS – FOR CDBG & HOME
- ATTACHMENT A-1: TITLE 25 SECTION 6914 GROSS INCOME INCLUSIONS – FOR CALHOME
- ATTACHMENT B: ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS – FOR CDBG & HOME
- ATTACHMENT B-1: TITLE 25 SECTION 6914 GROSS INCOME EXCLUSIONS – FOR CALHOME
- ATTACHMENT C: HOME PROGRAM HOMEOWNERSHIP VALUE LIMITS; HOME PER-UNIT SUBSIDY LIMITS; CURRENT INCOME LIMITS; BEDROOM & BATHROOM ADDITION STANDARDS
- ATTACHMENT D: MARKETING PLAN
- ATTACHMENT E: RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
- ATTACHMENT F: LOAN SERVICING POLICIES AND PROCEDURES
- ATTACHMENT G: FORECLOSURE POLICY
- ATTACHMENT H: CERTIFICATION OF OCCUPANCY
- ATTACHMENT I: LEAD-BASED PAINT NOTICE OF PRESUMPTION AND HAZARD REDUCTION FORM

**CITY OF EXETER
HOUSING REHABILITATION
PROGRAM GUIDELINES**

Adopted date

1.0. GENERAL

The above-named entity, hereinafter referred to as the “Sponsor”, has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the “Program” is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program’s eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as “housing unit”. The Program will be administered by Self-Help Enterprises, hereinafter referred to as the “Program Operator”.

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as Attachment D. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.
- B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and

members of the public.

1.2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

C. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP.

Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **Note: CalHome-funded projects do not require LBP compliance. CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.**

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors selected by the homeowner from the Active Contractor List provided by the Program Operator in efforts to obtain three reasonable bids. Homeowners are required to select a minimum of six contractors from the Active Contractor List and may add to the list as long as the contractor meets the requirements outlined in the Housing Rehabilitation/Reconstruction Program Contractor Guidelines and Information Sheet (see Attachment K). Contractors will be notified via telephone and/or in writing (email, fax, etc.) at least one week prior to each bid tour. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.

Recruitment for eligible contractors is done on an ongoing basis, via local advertising, website notification, and program marketing. It is the goal of the Program Operator to maintain an Active Contractor List of eligible, interested contractors located in the Sponsor's County. Applications are available for those seeking to participate by calling the Program Operator or visiting the Program Operator's website. The Program Operator will send notices to contractors on the Active Contractor List annually, which will request each contractor contact the Program Operator to confirm his or her interest in remaining on the Active Contractor List. Contractors who do not respond will be moved to the Inactive Contractor List.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note: For HOME and CDBG, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. A Loan Review Committee meeting is scheduled to hear the loan request. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The Sponsor's Loan Review Committee must approve all loans and grants. The Loan Review Committee may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed.

However, if the project is CalHome-funded, the total financing cannot be more than 105 percent of the after- rehabilitation value. For HOME-funded loans, the total financing cannot be more than 100 percent of the after-rehabilitation value, unless per HOME Management Memorandum 13-01 at https://www.hcd.ca.gov/grants-funding/grants-management-memos/docs/Memo_13-01_re_grants_for_OOR.doc the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation, based on existing loans on the property and an after-rehabilitation value appraisal. In addition, the amount of HOME assistance, including Sponsor's claimed Activity Delivery Costs, cannot exceed the Sponsor's County HOME Per-Unit Subsidy

Limits and the after-rehabilitation value cannot exceed the HOME Homeownership Value Limits. **See Attachment C for current limits and a link to the HCD Limits webpage.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

1.4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR section 570.611 shall be followed for CDBG assistance. For CalHome-funded Programs, the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e) shall be followed.

For HOME assistance, section 92.356 of the HOME Final Rule shall be followed, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR section 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified

by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year. **See Attachment C for current limits and a link to the HCD Limits webpage.**

Household: means one or more persons who will occupy a housing unit. Unborn children count in family size determination. For CalHome, unborn children are not counted.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. **See Attachment B.**

Owner-occupants' housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. If an owner-occupant has a mortgage, it is verified that all payments are current and that no late payments have been received in the past twelve months.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria for HOME and CDBG, as shown in the most recent HCD program-specific guidance at <https://www.hcd.ca.gov/grants-and-funding/income-limits/income-calculation-and-determination-guide>, will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

Housing and/or debt ratios are not considered as the funding provided creates no additional monthly financial obligation. If a homeowner has a mortgage, creditworthiness is verified by ensuring that all payments are current and that no late payments have been received in the past twelve months.

See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: CalHome Title 25 Section 6914 Annual Income inclusions and Exclusions (State)

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's Housing Rehabilitation Program allows for owner-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

- A. Continued residency is monitored annually per Attachment F for the term of the loan. Occupancy will be verified by the submission of the following:
1. Proof of occupancy in the form of a copy of a current utility bill; and
 2. Statement of unit's continued use as primary residence of the owner.
- B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. If the heir does not meet applicable eligibility requirements, the loan is due and payable. **Note: Loans provided by CalHome are not assumable.**

- C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable, unless the loan was funded with CDBG and tenant and homeowner meet eligibility requirements as described in Section 2.3.2. below.

If the loan is funded with a CalHome Loan it is not transferable except under the following limited circumstances:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
- (b) A transfer of the Property where the spouse becomes an owner of the property;
- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

- A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.
- B. Units to be rehabilitated must be located within the THE OTHER → incorporated areas of the Sponsor's jurisdiction.
- C. Property must contain a legal residential structure intended for continued residential occupancy.

- D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" (**Attachment E**).

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant (**see Section 4.4. for allowable grants**). HOME-funded projects will provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.

3.3.NOTIFICATION AND DISCLOSURES - Not required by CalHome

- A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (**Attachment I**).

- B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits (**Attachment E**).

3.4.ENVIRONMENTAL REVIEW

The Program Operator must conduct an environmental review in order to comply with 24 CFR section 92.352(a), which requires that the environmental effects of, and upon, each activity carried out with HOME funds be assessed in accordance with the provision of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing HOME regulations at 24 CFR Part 58.

The Program Operator must use the *Categorically Excluded, Subject To 58.5* ("CEST") format found on the HUD Environmental Review page at <https://www.hudexchange.info/programs/environmental-review/>, and Sponsor's NEPA Certifying Officer must sign the completed certification. Sponsor must also use applicable worksheets at <https://www.hudexchange.info/programs/environmental-review/federal-related-laws-and-authorities/>, for each CEST factor.

The Sponsor's HOME Standard Agreement requires that HOME Program written approval of each project's environmental review package is received, prior to committing funds to any rehabilitation project. HCD recommends that Program pre-approval of the environmental review package is obtained prior to the NEPA Certifying Officer signature.

The default NEPA Certifying Officer, until and unless delegated by an individual still in that position or by the governing body, is only the mayor, City Manager or City Administrator, County Administrative Officer or equivalent, or the Chair of the Board of Supervisors. NEPA Certifying Officer delegations must contain HUD-required language, and must be separate from other signatory delegations. Required language is available from the HOME Program.

The Sponsor must also document in each project file and its Environmental Review Record compliance with, or project or programmatic exemption from, California Environmental Quality Act (CEQA) requirements.

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's County HOME Maximum Per-Unit Subsidy Limits in **Attachment C, which has a link to the HCD Limits webpage. For CDBG-funded programs, the maximum assistance for rehabilitation/reconstruction will not exceed \$320,000. For CalHome-funded programs, the maximum assistance for rehabilitation/reconstruction shall not exceed the maximum amount as described in the most current CalHome NOFA.**

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

- A. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG or HOME projects. The exception for HOME loans is per HOME Management Memorandum 13-01 at https://www.hcd.ca.gov/grants-funding/grants-management-memos/docs/Memo_13-01_re_grants_for_OOR.doc wherein the entire HOME assistance amount is granted rather than loaned, due to a lack of any after-rehabilitation equity based on existing loans on the property. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to CalHome projects.
- B. HOME-funded units' after-rehabilitation values shall not exceed the HOME Program's Homeownership Value Limits for Sponsor's County as updated by HUD and published on the HCD Website **See Attachment C for current limits, which may reflect temporary waivers not published on the HCD Website, and for a link to the HCD Limits webpage.**

For CalHome-funded Programs, the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home located in the county the CalHome Program is serving, which is established by comparable sales or information provided by the California Real Estate Association.
<https://www.car.org/en/marketdata/data/countysalesactivity>

- C. Total indebtedness against property shall not exceed 105 percent of the after-rehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to HOME or CDBG projects.
- D. Costs may be supplemented with personal financing, or with other loan or grant programs, which are sources of leverage for the Sponsor.
- E. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

4.3.1. OWNER-OCCUPANTS

- A. Homeowners are eligible for Deferred Payment Loans (DPL), at zero interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL. **Note: If it is determined by the Sponsor that repayment of a CalHome or CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:**
1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time;
 2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.
- B. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines. **Note: CalHome loans are not assumable.**
- C. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.
- D. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable, unless they meet requirements outlined in Section 2.3.2.
- E. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.
- F. For CalHome, loans are not assumable. The following transfers of interest shall not require the repayment of the CalHome Program loan:
- 1) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
 - 2) a transfer in which the transferee is a person who occupies or will occupy the property, which is:
 - (i) a transfer where the spouse becomes an owner of the property;

- (ii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
- (iii) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

4.4. GRANTS

A. CDBG-funded programs may provide grants as follows:

1. A grant of up to \$50,000 is available for any one of the following qualifying factors:
 - a) Senior Citizen - at least 62 years old; or
 - b) Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or
 - c) Lowest Targeted Income Group – with gross annual income less than 50 percent of County median income; or
 - d) Equity maintenance – if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value; or
 - e) Curb, gutter and sidewalk – when curb, gutter and/or sidewalk are required by City code; or
 - f) Building permit, school fees, appraisals, property report/title insurance, building permits, termite report, land survey, grading plans, recording fees and/or flood insurance; or
 - g) Emergencies – failure of a major household component that would require the participant to live without basic plumbing, electrical, heating, cooling, or security. (These funds are not for use during a normal rehabilitation, they are for true emergency situations, such as a failed sewer line or water heater, blown electrical panel, etc.)
2. Grants of up to \$10,000 are available for Fire Sprinkler installation and associated costs – for reconstruction projects, as required by CCR, Title 24, Part 2.5 of the 2010 California Residential Code.
3. Grants are available for the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering) based on invoices from contracted well drillers and/or water pump installers. The Program Operator must approve a total cost estimate from a contracted well driller and/or water pump installer prior to financing approval to ensure cost reasonableness.
4. Grants of up to \$7,500 are available for Asbestos containment and/or removal.

- B. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.
- C. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.
 - 1. Owner-Occupant – Limit of \$3,000.
 - 2. Residential Tenant – Assistance will be provided at the level necessary to comply with the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974. **Note: HOME funds cannot be used for tenant-occupied units.**
- D. HOME-funded projects include grants, if necessary, to cover the costs of financing in excess of available equity. Available equity will be determined by subtracting the current total indebtedness from the after-rehabilitation value. Grants provided may be up to 25 percent of the applicable HUD Per-Unit Subsidy Limits established pursuant to 24 CFR 92.250 (a). This grant amount is in addition to any grant funds provided pursuant to Section 4.4.B. and 4.4.C.
- E. **Grants are not available in CalHome-funded programs.**

4.5. APPRAISAL

- A. The After-Rehab Value for rehabilitation projects is determined using the “Estimates of value” method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants’ file will include the estimate of value and document the basis for the value estimates. The purpose of the “Estimates of value” is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (**See Attachment C**). If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.
- B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects, when the “Estimates of value” method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.
- C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the After-Rehabilitation

Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (See Attachment C).

4.6. INSURANCE

4.6.1. HAZARD INSURANCE

The homeowner shall maintain hazard insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor.

In the event the applicant fails to make the hazard insurance premium payments in a timely fashion, the Sponsor at its option, may make such payments for a period not to exceed 60 days. The Sponsor may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Sponsor make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the Sponsor under this Program. The premium may be paid by the Program loan for one year. **Note: HOME and CDBG funds cannot be used to pay insurance cost beyond those identified as initial loan costs. Note: CalHome funds can not be used to pay insurance at any time.**

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the borrowers file. The premium may be paid by the Program loan for one year. **Note: HOME funds cannot be used to pay insurance cost beyond those identified as initial loan costs. Note: CalHome funds can not be used to pay insurance at any time.**

4.7. LOAN SECURITY

- A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.
- B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.
- C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICNG AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

5.2. RECEIVING LOAN REPAYMENTS

A. Program loan payments will be made to:

*City of Exeter
137 N. F St.
Exeter, CA. 93221*

B. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's appropriate Program Income Account, as required by all three HCD programs. The Program Sponsor will accept loan payments from borrowers prepaying deferred loans, from borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant-occupied units. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

- A. The lien position of the Sponsor loan will remain the same or be advanced.
- B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.
- C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.
- D. The refinanced loan must have an impound account for taxes and insurances.
- E. The refinancing terms must be acceptable to the Sponsor.
- F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.

6.0. CONSTRUCTION

6.1. STANDARDS

- A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG and CalHome the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.
- B. Contracting Process
 - 1. Contracting will be done on a competitive basis.
 - 2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.

-
3. The Sponsor does not warrant any construction work, or provide insurance coverage.
- C. Approved Contractors
1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.
 2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.
 3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
 4. Contractor must agree to comply with all federal and state regulations.
- D. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.**
- E. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.** For CDBG-funded programs, please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.
1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including \$5,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Clearance of disturbed work areas; and
 - (c) Notifications listed in Section 3.3.A.
 2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$5,000 up to and including \$25,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Risk assessment; and
 - (c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of "Abatement of Lead Hazards Notification" at least five days prior to starting work.
 3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$25,000, the following is required:
 - (a) Items (a), (b), and (c) of 2. above;
 - (b) Abatement of all LBP hazards identified or produced;
 - (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.
 4. All paint tests that result in a negative finding of lead-based paint are exempt from
-

any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

“Rehabilitation” means, in addition to the definition in Title 25, Section 50096 of the California Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State’s CDBG Test for Reconstruction, for projects funded with CDBG funds; or, using the State’s HOME Test for Reconstruction, for projects funded with HOME funds, for which advance HOME Program written approval is required.

Additionally, for HOME-funded projects, the Sponsor must determine that the project’s value after reconstruction (housing and land combined) is less than the HOME Homeownership Value Limits for the Sponsor’s jurisdiction (**see Attachment C**).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding (**see Attachment C**).

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the environmental review and completion of the HUD CEST form, any rehabilitation or reconstruction project may require an Authority to Use Grant Funds from the Department before funds are committed to the project.

Allowable rehabilitation\reconstruction costs include:

- A. Cost of building permits and other related government fees.
- B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.
- C. For CDBG and CalHome, costs associated with the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering).
- D. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan. For CalHome and CDBG, manufactured housing on permanent foundations may be replaced by stick-built structures.

CalHome requires the following for manufactured housing/mobile home to stick-built replacements:

- 1) Verification that the owner of the mobile home is also the landowner. The registration certificate and a preliminary title report must be submitted with the Borrower summary package. Any past due registration fees must be paid.
 - 2) Provide written justification as to why the mobile home is being replaced and not repaired.
 3. Ensure the new structure is “reasonable” for the size of the current household.
- E. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).
 - F. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, and repair or replacement of major housing systems.

Per the federal HOME Regulations at 24 CFR section 92.251(b), Major Systems are:

- structural support
- roofing
- cladding and weatherproofing (e.g., windows, doors, siding, gutters)
- plumbing

- electrical
- heating, ventilation, and air conditioning.

Upon project completion, each of the major systems must have a remaining useful life for a minimum of five (5) years, so these systems must be rehabilitated or replaced as part of the rehabilitation work in order to achieve this requirement.

A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home to bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades (based on overcrowding)

Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines listed in **Attachment C**. The Program will not fund additions to a home for a den or family room, or for any luxury items.

The CalHome Program's requirement is that a bedroom or bathroom can be added to omit overcrowding, and this is up to the Recipient to decide what is overcrowding.

5. General Property Improvements

Eligible costs include, but are not limited to: addition or replacement of an oven, stove, dishwasher, or fixture; replacing floor coverings; painting; and repair or installation of fencing.

All improvements must be physically attached to the property and permanent in nature. Non-code general property improvements (including fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in

may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

For HOME and CalHome, replacement of a refrigerator is not allowed. For CalHome, repair or installation of fencing is not allowed.

6. Rehabilitation Standards

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of all health and safety hazards and code compliance, which is required for HOME-funded projects.

6.3. ELIGIBLE PROJECT COSTS

Examples of eligible project costs for all administrative expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Hazard/Course of Construction Insurance
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

7.1. AMENDMENTS

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD for approval.

7.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES

8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

(a) *Annual income* means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
- (6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- (5) Income of a live-in aide, as defined in §5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
 - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- (15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See <https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing> for most recent notice]

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT A-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

“Gross income” shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

“Income” shall consist of the following:

(a) Except as provided in subdivision (b), “Exclusions”, all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

- (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
- (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
- (3) Interest and dividends;
- (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay;
- (6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
- (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

ATTACHMENT B**PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS**

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT B-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

- (b) The following items shall not be considered as income:
 - (1) Casual, sporadic or irregular gift items;
 - (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;
 - (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains and settlement for personal or property losses;
 - (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for a subsistence are to be included in income;
 - (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
 - (6) Relocation payments made pursuant to federal, state, or local relocation law;
 - (7) Foster child care payments;
 - (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible household;
 - (9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:
 - (A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
 - (B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

ATTACHMENT C

**HOME PROGRAM HOMEOWNERSHIP VALUE LIMITS FOR TULARE COUNTY
(HOME Value Limits as of 09/01/2024)**

COUNTY NAME	One-Family
TULARE	\$371,000

[Note from HOME to remove: if you have exception limits approved by HOME, modify this table as needed and indicate from/through date of the exception]

CALHOME MAXIMUM SALES PRICE / VALUE LIMIT

1 as established by comparable sales or information provided by the California Real Estate Association. <https://www.car.org/en/marketdata/data/countysalesactivity>

**HOME MAXIMUM PER-UNIT SUBSIDY LIMITS FOR STATE OF CALIFORNIA
(Limits are effective 02-13-2024)**

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$181,488	\$208,049	\$252,994	\$327,293	\$359,263

CALHOME SUBSIDY LIMIT (as of 12/12/2024 NOFA, amended 01/17/2025)

Maximum assistance per unit is established by the most current CalHome NOFA. Current limits are \$200,000 for housing rehabilitation, and \$250,000 for reconstruction projects.

**HOME PROGRAM HOUSEHOLD INCOME LIMITS FOR TULARE COUNTY*
(Limits are effective 06/01/2025)**

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$52,600	\$60,100	\$67,600	\$75,100	\$81,150	\$87,150	\$93,150	\$99,150

**HCD 04/23/2025 INCOME LIMITS FOR CALHOME
ADJUSTED FOR FAMILY SIZE FOR TULARE COUNTY**

Income Level	Household Size							
	1	2	3	4	5	6	7	8
80%	\$52,600	\$60,100	\$67,600	\$75,100	\$81,150	\$87,150	\$93,150	\$99,150

Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is: [State and Federal Income, Rent, and Loan/https://www.hcd.ca.gov/funding/income-limits/state-federal-income-limits/cdbg-home-nhtf](https://www.hcd.ca.gov/funding/income-limits/state-federal-income-limits/cdbg-home-nhtf) for HOME and CDBG limits, choose “State CDBG, HOME, and NHTF/HHC Article I - Income, Value, Subsidy and Rent Limits”; for CalHome income limits, choose “Official State Income Limits”).

SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO ALLEVIATE OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite-sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same-sex children of any age may share a bedroom, up to 2 children per bedroom.
- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom may be added.
- 8 or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D

HOUSING REHABILITATION MARKETING PLAN

SUMMARY

The Sponsor will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

- Fliers
- Brochures
- Newspaper Ads and Articles
- Public Service Announcements
- Public Informational Meetings

MARKETING VENUES

- Local Government Buildings
- Local Public Services Buildings
- Private Businesses
- Lending Agencies
- Real Estate Offices
- Newspaper
- Radio
- Mail

ATTACHMENT E**RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN
Version 2**

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the CITY OF EXETER (Sponsor) with the requirements of federal regulations 24 CFR section 570.606 under state recipient requirements, Section 104(d) of the Housing and Community Development Act of 1974, and 24 CFR section 92.353 and other parts of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation benefits to all eligible "displaced" households either owner-occupied or renter-occupied units which are permanently displaced by the housing rehabilitation program (**See Section E below.**). In addition, the Sponsor will replace all eligible occupied and vacant occupiable low-income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR section 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all tenants so that they

- understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.
2. Stage rehabilitation of assisted households to allow owner-occupants and/or tenants to remain during minor rehabilitation.
 3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
 4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
 5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner-occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the

same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner-Occupants:

Owner-occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to \$5,000, which will be provided as a grant. In the same way, in a unit requiring substantial rehabilitation (with or without lead-based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, the family will be eligible for temporary relocation benefits up to \$5,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed \$5,000.

Owner-occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form (**See Appendix C**) to document that the owner-occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant-occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant-occupied unit will have a temporary relocation benefits form completed for them. (**See Appendix C**). These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and
2. Payment for moving and related expenses, as follows:
 - a. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;
 - b. Packing, crating, unpacking, and uncrating of personal property;

- c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;
 - d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
 - e. Insurance for the replacement value of personal property in connection with the move and necessary storage;
 - f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
 - g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
 - h. Any costs of credit checks required to rent the replacement dwelling;
 - i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
 - 1) Interest on a loan to cover moving expenses; or
 - 2) Personal injury; or
 - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
 - 4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.
- E. Rehabilitation Activities Requiring Permanent Displacement
The Sponsor's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.
- F. Rehabilitation Which Triggers Replacement Housing
If the Sponsor's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Program Operator for the Sponsor is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The Sponsor will maintain records of occupants of federally-funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**
2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**
3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the Sponsor is following it's adopted temporary relocation plan for owner- occupants and tenants. **See Appendix C for a copy of the disclosure form.**
4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the Sponsor is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

APPENDIX A

Dear _____,

On (date), (property owner) submitted an application to the _____ for financial assistance to rehabilitate the building which you occupy at (address).

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name), (title), at (telephone number), (address).

Sincerely,

(name)

(title)

APPENDIX B

(date)

Dear _____:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

ATTACHMENT F

**LOAN SERVICING POLICIES AND PROCEDURES
FOR THE CITY OF EXETER**

The City of Exeter, hereafter called “Sponsor,” has adopted these policies and procedures in order to preserve its financial interest in properties, whose “Borrowers” have been assisted with public funds. The Sponsor will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Sponsor will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes which are deferred payment loans, the Sponsor must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Sponsor may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower’s new insurance.

When a property is located in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the Sponsor as a lender loss payee will be required at close of escrow. The Sponsor will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the Sponsor may pay the taxes current and add the

balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans the Sponsor may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust. On HOME-funded loans, annual occupancy verification will occur within 45 days of the anniversary date of the loan.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Sponsor. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Sponsor's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and

household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Sponsor's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Sponsor allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans, the Sponsor will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing

note. HOME funds may not be used for this purpose, however.

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Sponsor?
- 3) Can the Borrower sell the property and pay off the Sponsor?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain hazard insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds

to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

ATTACHMENT G

CITY OF EXETER'S FORECLOSURE POLICY

Sponsor As Junior Lienholder

It is the City of Exeter's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recording of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (hazard insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time

the Sponsor may consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- Can the owner refinance with a commercial lender and pay off the Sponsor?
- Can the owner sell the property and pay off the Sponsor?
- Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain hazard insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor would then contact a real estate broker to market the home.

ATTACHMENT H

CERTIFICATION OF OCCUPANCY

CITY OF EXETER

I/we _____ declare as follows:
(Please Print Occupant's Name(s))

That I/we am/are currently occupying as my/our principal place of residence
the real property commonly known as:

(Address)

(City, State, Zip code)

Daytime Phone Number: _____

Executed on _____, 20____, at _____, CA
(Date) (City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

ATTACHMENT I

LEAD-BASED PAINT

VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt <input type="checkbox"/>
Select one:	Visual Assessment <input type="checkbox"/>	Presumption <input type="checkbox"/>	Hazard Reduction <input type="checkbox"/>
Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.			
Visual Assessment Date:		Report Date:	
Check if no deteriorated paint found <input type="checkbox"/>			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/>			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/>		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.			
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)			
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet <i>Protection Your Family from Lead in Your Home</i>.			
Printed Name:		Signature:	Date:
Section 6: Contact Information		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	

DO NOT DESTROY THIS NOTE: When paid, this Note and the Deed of Trust must be surrendered to the Trustee, listed below, with request for reconveyance.

PROMISSORY NOTE SECURED BY DEED OF TRUST
Deferred Payment Loan - Owner Occupant

Total Loan Amount: \$ **LOAN AMOUNT**
CITY, California,

Loan#(s): **LOAN NUMBER**

HOME

FOR VALUE RECEIVED, **BORROWER and CO-BORROWER** (hereinafter called "Trustor"), **solely/jointly** and severally promise(s) to pay to **the LENDER** at **LENDER ADDRESS, LENDER CITY**, California, the sum of **\$ LOAN AMOUNT**. At no time will interest be charged.

Repayment of the Deferred Payment Loan principal shall be deferred for thirty (30) years from the date of this Agreement, while Trustor remains fee simple owner and continues to reside on the property located at **PROPERTY ADDRESS, CITY**, California.

Transfer of ownership of the property or cessation of residence on the property shall constitute default, and the entire principal on the date of default will become immediately due and payable. Failure of the Lender to formally declare or act upon such default shall not constitute a waiver. Demand, protest and notice of demand and protest are hereby waived.

The undersigned reserve(s) the right to prepay at any time all or any part of this Note without the payment of penalties or premiums to the Lender. Any and all payments on this Note shall be applied to the principal due on the Note.

The Trustor shall abide by all covenants contained in the Rehabilitation Loan Agreement. In the event of any inconsistencies between this Note and the Rehabilitation Loan Agreement, the latter shall prevail.

Should suit be commenced to collect payments due under this Note or any portion thereof, the prevailing party may recover reasonable attorney's fees in addition to any other relief allowed by law. This Note is secured by a certain DEED OF TRUST to the Chicago Title Insurance Company, a California Corporation, as TRUSTEE.

IN WITNESS WHEREOF, the Note has been duly executed by the undersigned, as of this date.

**RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:**
SELF-HELP ENTERPRISES
ATTN: REHAB MANAGER
P.O. BOX 6520
VISALIA, CA 93290

Space above this line for Recorder Loan#:

THIS DOCUMENT IS RECORDED SOLELY FOR THE PURPOSE OF THE WITHOUT FEE PURSUANT TO SECTION 6103 OF THE GOVERNMENTAL CODE.

SHORT FORM DEED OF TRUST

Adopting and including by reference certain provisions of a deed of trust recorded in the counties named herein.

THIS DEED OF TRUST, made on **DATE**, between **BORROWER** and **CO-BORROWER**, as TRUSTOR, whose address is **PROPERTY ADDRESS, CITY**, California; and CHICAGO TITLE INSURANCE COMPANY, 770 East Shaw Avenue, Suite 120, Fresno CA 93710, as TRUSTEE and the **LENDER**, as BENEFICIARY;

WITNESSETH: That Trustor grants, transfers or assigns to Trustee in Trust, that property in the City of **CITY**, County of **COUNTY**, State of California, described as:

LEGAL DESCRIPTION

If the Trustor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of this title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable.

FOR THE PURPOSE of security performance payment of the sum of (**\$ LOAN AMOUNT**) and of the monies that may be paid or advanced by or may otherwise be owing to the Trustee or the Beneficiary under this instrument, and also such additional monies as may be hereafter borrowed by the Trustor, or any of them, from the Beneficiary, and also the payment of all other monies and indebtedness now owing or to become owing, from the Trustor, or any of them, to the Beneficiary, according to the terms of the Promissory Notes, payable to Beneficiary on order and made by Trustor.

Said Promissory Note, of even date herewith made by Trustor, delineated the Terms and Conditions of this Loan requiring security of this document, but which is not subject to

performance or to a definite maturity date. Demand is, rather, subject to change of title by any means.

Privilege is reserved to prepay at any time all or any part of the debt secured hereby without the payment of penalties or premiums. By executing and delivering this Deed of Trust, and the Note secured hereby, the parties agree that all provisions of that Promissory Note between **BORROWER** and **CO-BORROWER** as Borrower(s) and the **LENDER**, as Lender dated **PROMISSORY NOTE DATE** and the Housing Rehabilitation Loan Agreement between **BORROWER** and **CO-BORROWER** as Borrower(s) and the **LENDER**, as Lender, dated **LOAN AGREEMENT DATE**, and that portion of the Fictitious Deed of Trust hereinafter referred to commencing with paragraph 1 and ending with paragraph 31 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Fictitious Deed of Trust above referred to was recorded as follows:

<u>COUNTY</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
Fresno	March 17, 1997	Instrument No.	97035016
Kern	July 23, 1992	6704	867
Kings	December 6, 1983	1284	68
Madera	January 13, 1984	1738	538
Mariposa	September 28, 2000	Instrument No.	2004162
Merced	December 2, 1985	2514	359
Stanislaus	July 8, 1986	127 reel	1256 image
Tulare	September 19, 1983	4111	913

Signature of Trustor(s)

BORROWER

CO-BORROWER

ACKNOWLEDGMENT

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

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ATTACHMENT C

HOME HOMEOWNERSHIP VALUE LIMITS FOR TULARE COUNTY*
(Limits effective 9/1/2024)

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
\$371,000	\$392,000

[Note from HOME to remove: if you have exception limits approved by HOME, modify this table as needed and indicate from/through date of the exception]

HOME MAXIMUM PER-UNIT SUBSIDY LIMITS FOR CALIFORNIA
(Limits effective 2/13/2024)

0-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$181,488	\$208,049	\$252,994	\$327,293	\$359,263

HOME INCOME LIMITS FOR TULARE COUNTY*
(Limits effective 6/1/2025)

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$52,600	\$60,100	\$67,600	\$75,100	\$81,150	\$87,150	\$93,150	\$99,150

*Sponsor will insert these limits for the county in which the Program is located and will update the limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and income limits is: [State and Federal Income, Rent, and Loan/Value Limits | California Department of Housing and Community Development](#) (for HOME limits, choose “CDBG, HOME and NHTF/HHC Article I - Income, Value, Subsidy and Rent Limits”).

RESOLUTION 2022-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER APPROVING GUIDELINES FOR THE HOUSING REHABILITATION PROGRAM AND HOMEBUYER ACQUISITION ONLY/ACQUISITION WITH REHABILITATION PROGRAM

WHEREAS, the City of Exeter, a political subdivision of the State of California, has established Program Guidelines which govern the administration of its Housing Rehabilitation Program and its Homebuyer Acquisition Only/Acquisition with Rehabilitation Program; and

WHEREAS, the City desires to approve the Guidelines for the Housing Rehabilitation Program and Homebuyer Acquisition Only/Acquisition with Rehabilitation Program to comply with HCD requirements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Exeter, State of California, that the updated Guidelines for the Housing Rehabilitation Program and Homebuyer Acquisition Only/Acquisition with Rehabilitation Program be approved.

Passed, approved, and adopted this 22nd day of March , 2022, by the following vote:

AYES: *Hails; Alves; Turner; Mills; and Sally*
NOES: *na*
ABSTAIN: *na*
ABSENT: *na*

Barbara Sally

Mayor

Attest:
Shirra Omeal

City Clerk

RESOLUTION NO. 2026-03

A RESOLUTION OF THE COUNCIL OF THE CITY OF EXETER APPROVING GUIDELINES FOR THE OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM AND FIRST-TIME HOMEBUYER PROGRAM

WHEREAS, the City of Exeter, a political subdivision of the State of California, has established Program Guidelines which govern the administration of its Owner-Occupied Housing Rehabilitation Program and its First-Time Homebuyer Program; and

WHEREAS, the City desires to approve the Guidelines for the Owner-Occupied Housing Rehabilitation Program and First-Time Homebuyer Program to comply with State of California Housing and Community Development Department (HCD) requirements; and

IT IS NOW THEREFORE RESOLVED THAT, the City approves the Guidelines for the Owner-Occupied Housing Rehabilitation Program and First-Time Homebuyer Program.

PASSED AND ADOPTED by the City Council of the City of Exeter this 27th day of January 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jacob Johnson, Mayor

ATTEST:

Francesca Quintana, City Clerk



Agenda Item Staff Report

Agenda Item Number:

I.2.

Meeting Date:

January 27, 2026

Wording for Agenda:

Discussion and Direction Regarding Potential Updates to Animal Control–Related Fees and the City’s Fee Schedule.

Submitting Department:

Administration

Contact Name:

Jason Ridenour, City Administrator

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

 J.R.

Department Recommendation:

Staff recommends that the City Council receive information and conduct a discussion regarding potential updates to animal control related fees, including sheltering, permitting, kennel, and breeding fees, and provide direction to staff on proposed fee categories and structure. Following Council direction, staff would return at a future meeting on February 24, 2026, with a proposed fee schedule update and a noticed public hearing for Council consideration.

Background/Summary:

On December 9, 2025, the City Council conducted a public hearing and provided first reading of Ordinance No. 717, which repealed and replaced Title 6 (Animals) of the Exeter Municipal Code to comprehensively modernize the City’s animal control regulations. The ordinance updated provisions related to animal licensing, impoundment, dangerous animals, kennel and breeder permitting, enforcement authority, and commercial animal establishments to align with current state law and operational practices. Ordinance No. 717 was given second reading and adopted on January 13, 2026, with an effective date of February 12, 2026.

As part of these comprehensive updates, several new or expanded regulatory requirements were adopted that contemplate associated fees, including but not limited to:

- Animal sheltering and impoundment services
- Administrative and enforcement costs

- Kennel permits
- Breeder permits
- Licensing and permitting processes tied to animal control activities

The City of Exeter contracts with the City of Visalia for animal control field services, animal licensing, and animal sheltering services pursuant to the Animal Control Services Agreement effective January 1, 2024, which is attached to this report. Under the agreement, Exeter is responsible for establishing applicable fees that Visalia collects on Exeter's behalf, and the agreement further provides that certain costs and charges are based on Visalia's adopted comprehensive fee schedule

Currently, the City's adopted FY 2025–2026 Fee Schedule, also attached to this report, includes limited animal control–related fees, such as dog licensing, but does not fully reflect or account for the expanded regulatory framework adopted under Ordinance No. 717, nor does it comprehensively align with the fees charged by the City of Visalia for sheltering, kenneling, breeding, and related services.

Given the adoption of Ordinance No. 717 and the City's contractual relationship with Visalia, staff believes it is appropriate to review and discuss whether the City's fee schedule should be updated to:

- Add or update animal shelter and impoundment–related fees;
- Establish clear permitting fees for kennels and breeders consistent with the Municipal Code;
- Align Exeter's animal control–related fees with those charged by the City of Visalia where services are provided under contract; and
- Ensure appropriate cost recovery for administrative, enforcement, and sheltering services.

The table below is provided for discussion purposes only to illustrate current fees compared to potential proposed fee categories and alignment.

Fee Category	Current Exeter Fee (FY 2025–26)	Proposed Fee (Discussion)	Notes/Rationale
Dog License – Altered	\$11	\$19	Aligns with Visalia rate
Dog License – Unaltered	\$29	\$90	Aligns with Visalia rate
Animal Impound – 1 st impoundment	<i>Not currently established</i>	\$38	Aligns with Visalia rate
Animal Impound – 2 nd impoundment	<i>Not currently established</i>	\$65	Aligns with Visalia rate
Animal Impound – 3 rd impoundment	<i>Not currently established</i>	\$110	Aligns with Visalia rate
Civil Penalty – 1 st Impound	<i>Not currently established</i>	\$35	Matches Visalia civil penalty
Civil Penalty – 2 nd Impound	<i>Not currently established</i>	\$50	Matches Visalia civil penalty
Civil Penalty – 3 rd Impound	<i>Not currently established</i>	\$100	Matches Visalia civil penalty
Daily Boarding Fee (after 7-day hold)	<i>Not currently established</i>	\$20 per day	Aligns with Visalia rate, required per contract
After-Hours Emergency Pickup	<i>Not currently established</i>	\$200 per incident	Cost recovery rate charged by Visalia, required per contract
Euthanasia Fee (per animal)	<i>Not currently established</i>	\$73	Aligns with Visalia rate, required per contract
Cremation Fee (per animal)	<i>Not currently established</i>	\$100	Aligns with Visalia rate, required per contract
DOA Disposal Fee	<i>Not currently established</i>	\$61	Aligns with Visalia rate, required per contract
Owner Surrender Fee	<i>Not currently established</i>	\$79	Aligns with Visalia rate
Kennel Permit (less than 10 animals)	<i>Not currently established</i>	\$103	Aligns with Visalia rate
Breeder Permit (less than 2 litters/year)	<i>Not currently established</i>	\$328	Aligns with Visalia rate
Illegal Breeding (no permit, per litter)	<i>Not currently established</i>	\$1,000	Aligns with Visalia rate
Illegal Breeding (no permit, more than 2 litters)	<i>Not currently established</i>	\$1,000	Aligns with Visalia rate
Dangerous/Vicious Animal Hearing	<i>Not currently established</i>	Based on actual staff cost	Cost-recovery model, required per contract
Chemical Immobilization	<i>Not currently established</i>	\$65	Aligns with Visalia rate
Rabies Lab Services	<i>Not currently established</i>	\$127	Aligns with Visalia rate
Special Event Animal Control Staffing	<i>Not currently established</i>	\$250/4 hours	Matches Exeter-Visalia contract, required per contract

This item is intended as a discussion only, allowing the City Council to provide policy direction on proposed fee categories, alignment with Visalia’s fee structure, and whether staff should proceed with preparing a formal fee schedule amendment and noticed public hearing at a future meeting on February 24, 2026.

Fiscal Impact:

No fiscal impact is associated with this discussion item. Any potential fiscal impacts related to updated animal control fees would be evaluated and presented to the City Council as part of a future fee schedule amendment and public hearing.

Prior City Council Actions:

- January 1, 2024 – Effective date of Animal Control Services Agreement between the City of Exeter and the City of Visalia the if Council has taken any actions previously relative to this item.
- October 14, 2025 – City Council reviewed draft comprehensive animal control updates and directed staff to proceed to public hearing
- December 9, 2025 – City Council held public hearing and provided first reading of Ordinance No. 717
- January 13, 2026 – City Council held second reading and adopted Ordinance No. 717

Attachments:

- Animal Control Services Agreement
- Ordinance No. 717
- Draft Proposed Fee Schedule

Recommended motion to be made by the City Council:

I move to provide direction to staff regarding the development of proposed animal control–related fees and to return to the City Council at a future meeting on February 24, 2026 with a recommended fee schedule update and noticed public hearing.

Animal Control Services Agreement

This AGREEMENT between the City of Visalia ("Visalia") and the City of Exeter ("Exeter") is hereby effective as of January 1, 2024.

RECITALS

WHEREAS, Exeter is authorized and empowered to employ contractors and specialists in the performance of its duties and functions; and

WHEREAS, Exeter has a need for animal shelter services, pursuant to California Health & Safety Code sections 121575, et seq.; and

WHEREAS, Exeter has a need for a contractor to handle animal shelter services, animal licensing and animal control field services; and

WHEREAS, Visalia will provide these services to meet Exeter's needs on the terms and conditions set forth herein; and

WHEREAS, Visalia and Exeter previously entered into an agreement for these services on November 2, 2018 and Visalia has provided those services; and

WHEREAS, Parties have agreed to modify and replace the prior agreement with this revised agreement; and

WHEREAS, Parties agree the prior agreement shall be considered to have expired on December 31, 2023 and shall be replaced with this revised animal control services agreement beginning on January 1, 2024; and

WHEREAS, Exeter shall pay Visalia all outstanding amounts owed under the prior agreement within thirty days of this new agreement taking effect or as otherwise agreed upon in writing between the Parties.

WHEREAS, Exeter agrees that it will consider an ordinance that mandates the spaying or neutering of animals, unless the health or age of an animal would prevent alteration, as a condition of being released from an animal shelter. Visalia shall provide a proposed ordinance upon request. Exeter shall consider such an ordinance within sixty days of this Agreement being signed. If Exeter adopts such a requirement, then it will notify Visalia so that it will be implemented for the release of animals being held for Exeter residents. If Exeter does not adopt this ordinance, then Visalia may terminate this Agreement on ten days written notice to Exeter.

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1 - COMPLETE AGREEMENT

This Agreement, including the recitals stated above which are incorporated herein by reference, and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the Agreement between Visalia and Exeter and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions.

ARTICLE 2 –STANDARD OF CARE

The standard of care with respect to Visalia's services hereunder will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality and under the same or similar circumstances.

ARTICLE 3 - INDEPENDENT CONTRACTOR

Visalia's relationship to Exeter in its performance of this Agreement is that of an independent contractor. Visalia may, at its own expense, use employees or subcontractors as Visalia deems necessary to perform the services required under this Agreement. The personnel performing services under this Agreement shall at all times be under Visalia's exclusive direction and control and shall be employees or subcontractors of Visalia and not employees of Exeter.

Visalia shall pay all wages, salaries, and other amounts due its employees, or subcontractors in connection with the performance of this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. The personnel performing services under this Agreement shall not be entitled to the rights or benefits afforded to Exeter employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other Exeter employment benefit.

The relationship between Visalia and Exeter is non-exclusive. Visalia may perform services for, and contract with other clients, persons, or companies.

ARTICLE 4 – DUTIES AND SCOPE OF WORK

4.1 Scope of Work. Subject only to the general policies and direction of Exeter with regard to animal control operations, and to the provisions and requirements of this Agreement, Visalia shall do all things necessary to provide animal control services, animal shelter services and animal licensing services for Exeter. This includes providing space at the Visalia Animal Care Center for sheltering animals from Exeter. As stated in Exhibit "A" Visalia will designate a specific space in the Animal Care Center for animals from Exeter. Parties agree that Visalia is only agreeing to shelter dogs and cats for Exeter under this Agreement. The term "animals" under this Agreement shall, unless otherwise specified, refer only to dogs and cats.

4.2 Handling of Animals Brought by Exeter. As described specifically in Exhibit A (Scope of Work), Visalia shall be deemed to be acting on behalf of Exeter in the capacity of providing animal shelters and any animals sent by Exeter to the animal shelter owned and operated by Visalia shall be deemed to be held in custody for the benefit of Exeter. Visalia will track all animals received by or for the benefit of Exeter. Parties agree that these animals will be considered the responsibility of Exeter under this Agreement whether they are owned by a private party that picks them up from the Animal Care Center or are stray animals without a private owner that will be considered as owned by Exeter unless Visalia and Exeter, in writing, to transfer ownership of the animals.

Animals brought to the Animal Care Center under this Agreement are treated with the level care described under the Service Standards stated in Section 1.7 of Exhibit "A." This is the same level of care taken for all animals that are brought into the Animal Care Center, whether they are from Visalia or from another jurisdiction.

Visalia shall hold the animals for the time period required by state law, plus an additional two-day period. After the state mandated hold period plus two days, the animals will be humanely euthanized at Exeter expense or, if Exeter directs Visalia in writing to continue holding an animal after these time periods, then Visalia shall continue to hold the animal pursuant to the terms of this Agreement until Visalia receives further direction as to the handling of the animal from Exeter. As stated in more detail in Exhibit "A" Visalia will begin charging Exeter costs incurred by Visalia after holding an animal for seven days. This period shall not begin until the day after the animal is received by Visalia. These charges will be billed separately from the base services stated in Article 7 of this Agreement and will be based on the applicable daily boarding fee in the currently adopted comprehensive fee schedule rates for Visalia.

In no event shall Visalia accept ownership of an animal that has been determined to be vicious under the Exeter Municipal Code be released to Visalia unless such determination is overturned on appeal.

4.3 Adherence to Legal Standards. Visalia shall be solely responsible for ensuring that all animal shelter services provided hereunder are provided in strict conformance with all laws and statutes relating to the humane treatment of animals and safe handling of animals under applicable state and local statutes, ordinances, and regulations.

Visalia and Exeter agree to cooperate over municipal code enforcement by Visalia on behalf of Exeter. Exeter acknowledges that it has implemented changes to its municipal code violations to allow Visalia personnel, acting under the scope of this Agreement as animal control officers for Exeter, to issue citations for Exeter municipal code violations related to animal control.

Parties acknowledge that each maintains separate municipal ordinances regarding animals and agree that they shall cooperate in modifying their ordinances to be consistent on what constitutes violations for items such as defining excess noise by animals, vicious dogs, impounding animals, commercial kennel requirements, leash regulations, and licensing requirements. Parties acknowledge that this section recognizes each agency is solely responsible for determining its applicable municipal ordinances and that each may

implement separate rules on specific issues. This Agreement is not intended to require either agency to have the same requirements for all animals within its jurisdiction.

4.4 Applicable Charges Collected on Behalf of Exeter. Exeter will provide Visalia with a list of applicable charges, such as licensing fees, that Visalia is to collect on behalf of Exeter. These amounts will be separately accounted for and paid to Exeter monthly with an accounting of each amount charged on behalf of Exeter. Parties agree that this rate of applicable charges may be adjusted by Exeter. Exeter shall provide the revised list of applicable charges to Visalia at least thirty days prior to the date upon which it shall become effective.

ARTICLE 5 - CHANGES IN SCOPE OF WORK; AMENDMENT

It is understood and agreed by Visalia and Exeter that it may be necessary, from time to time during the term of this Agreement, to modify its provisions or to revise the scope and/or extent of Visalia work under this Agreement for the operation and maintenance of the animal control operations. In each such instance, Visalia and Exeter shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired.

ARTICLE 6 - TERM OF AGREEMENT

This Agreement shall become effective as of January 1, 2024 and shall continue in full force and effect through December 31, 2024.

After this term this Agreement may be renewed for up to four additional one-year (twelve month) terms. Parties agree that each of these one-year extensions shall begin automatically unless a party notifies the other of non-renewal at least sixty days prior to the expiration of then current term, unless earlier terminated as herein provided. Parties may agree in a writing signed by both Parties to further extend the term of this Agreement.

ARTICLE 7 - COMPENSATION

For the base services performed pursuant to this Agreement, which are described in Exhibit "A" Exeter agrees to pay, and Visalia agrees to accept, as payment in full an annual contract amount of \$216,900. Exeter has agreed to pay this amount annually in twelve equal monthly installments of \$18,075 beginning on the effective date of this Agreement. Visalia is not providing separate invoices for the base service fee, payment of each monthly installment shall be due on the 1st of each month and must be received by the 20th day of each month or a late fee of \$250.00 shall be charged to Exeter in addition to the amount owed. If payment is not received, then Exeter will be in breach of this Agreement and Visalia may terminate the Agreement on fifteen (15) days written notice to Exeter if the breach is not cured prior to termination.

For each contract year, Parties agree that the annual contract amount in this agreement will be increased by the annual CPI rate. All other fees will be adjusted to match the current adopted comprehensive fee schedule rates of Visalia, as applicable. The CPI rate is calculated using the November year-over-year measurement immediately prior the effective date of each agreement. For purposes of this section, CPI means the United

States Department of Labor, Consumer Price Index for All Urban Consumers, US City Average, All items, unadjusted index as agreed upon by Visalia and Exeter, that tracks changes of average consumer prices will be applied.

In addition to the base services performed pursuant to this Agreement, Visalia shall bill Exeter for additional identified specific costs in addition to the base services. These specific costs include the following:

- The costs of euthanizing animals – currently \$71.00.
- The costs of cremating animals – currently \$98.00.
- The costs of Visalia providing staff to Exeter for special events, as requested by Exeter – currently \$250.00 per four hours of staff time.
- Cost recovery fee for animals received at Visalia animal shelter after operating hours – currently \$200.00
- Cost incurred by Visalia after holding an animal for more than seven days as specified in Exhibit “A” – currently \$20.00 per day.

Visalia will charge Exeter for the costs incurred by Visalia in providing these additional services. These amounts shall be recorded and invoiced within thirty days from being incurred by Visalia with a description of the item incurring the costs. Costs will be the applicable rates and fees charged by Visalia in most current adopted fee schedule. Payment is due by Exeter within thirty days of being invoiced by Visalia. A late payment penalty fee of \$250.00 shall be charged to Exeter if the payment is not made within this time period. Included in Exhibit “A” to this Agreement is a description of these services, that if provided by Visalia, will be separately charged to Exeter in addition to the annual fee for base services.

ARTICLE 8 - INSURANCE

With respect to performance of work under this Agreement, Visalia agrees to maintain adequate self-insurance. If Visalia utilizes subcontractors to perform any duties required by Visalia under this Agreement, then it shall require its subcontractors to maintain insurance as described below and shall name Exeter as additional insured:

- A. Workers’ compensation insurance with statutory limits, and employer’s liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident.
- B. Commercial general liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor’s Liability (if applicable).
- C. Comprehensive Automobile Liability coverage with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Evidence of insurance, or self-insurance by Visalia, will be made available to Exeter upon request.

Visalia must provide proof of insurance coverage for any Visalia employee or subcontractor that delivers or receives animals to or from Visalia under this Agreement. Visalia agrees to provide Exeter with proof of insurance that names Exeter as additional insured and indicates that any insurance maintained by the City of Exeter shall apply in excess of and not contribute with the insurance provided. Exeter agrees that this insurance may be in the form of self-insurance or insurance policies that meet or exceeds the coverage requirements stated above for any subcontractors used by Visalia.

If any Exeter employees or subcontractors will be delivering animals to Visalia, then Exeter must provide proof of insurance coverage that names Visalia as additional insured and indicates that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with the insurance provided. This insurance by Exeter may be in the form of self-insurance or insurance policies that meet or exceed the coverage requirements stated in this Section.

ARTICLE 9 - INDEMNIFICATION

To the fullest extent permitted by law, Visalia shall hold harmless, defend at its own expense, and indemnify the City of Exeter and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Exeter's sole negligence or willful acts. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

Exeter hereby agrees to indemnify and hold Visalia and its officers, agents, employees and assigns harmless from any liability imposed for injury (as defined by Government Code 810.8), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to any act or omission, including strict liability or negligence of Exeter, or of anyone acting under Exeter's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract.

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

ARTICLE 10 - TERMINATION

This Agreement may be terminated by either Visalia or Exeter in whole or in part, at any time by ninety days written notice from one party to the other.

ARTICLE 11 – EMPLOYMENT REGULATIONS

All services performed by Visalia pursuant to this Agreement shall be performed in accordance and full compliance with all applicable state and federal laws relating to employment including but not limited to the Fair Labor Standards act, Fair Employment Practices, Equal Opportunity Employment Act and all other applicable Federal and State laws and regulations regarding employment and immigration, including nondiscrimination, compensation, taxation, etc.

Visalia agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, age, or disability.

ARTICLE 12 – CONFLICT OF INTEREST

Visalia covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Agreement.

ARTICLE 13 – AUDIT; RETENTION OF RECORDS|

Visalia shall allow the authorized representatives of Exeter to inspect and audit all data and records of Visalia relating to performance under this Agreement. Such audit shall be allowed upon reasonable notice of Exeter. Further, Visalia shall maintain all required records for three (3) years after final payment under this Agreement and until all other pending matters are closed.

ARTICLE 14 – ACCESS TO RECORDS

Visalia agrees to provide Exeter or any of their authorized representatives access to any books, documents, papers, and records of Visalia, which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

Visalia agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ARTICLE 15 – ATTORNEY’S FEES

In the event it is necessary to institute litigation to enforce any of the terms and conditions of this Agreement, the prevailing party in any such litigation shall be entitled to an award of reasonable attorney’s fees and costs incurred therein, as determined by the court.

ARTICLE 16 – NOTICE

All notices hereunder and communications with respect to this Agreement shall be effected upon the mailing thereof of registered or certified mail return receipt requested and addressed as follows:

FOR Visalia:

Animal Services Manager
29016 Highway 99
Visalia, CA93277

FOR Exeter:


City Administrator
137 North F Street
Exeter, CA 93221

ARTICLE 17 – MODIFICATIONS

Modifications to this Agreement shall be in writing signed by both parties, unless explicitly indicated otherwise herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CITY OF VISALIA



Approved as to Form


City Attorney
Risk Manager

CITY OF EXETER



Approved as to Form


City Attorney

Exhibits:

A: SCOPE OF WORK

EXHIBIT "A"

SCOPE OF WORK

SECTION 1 - SHELTERING

Visalia also referred to as "CONTRACTOR" shall perform the duties and accept the responsibilities set forth below in connection with its operation of animal sheltering services. It is the intent of the parties that Visalia shall provide all necessary services to shelter and care for animals delivered by or on behalf of Exeter to Visalia. This does not include services for the adoption of animals.

1.1 Sheltering - General

Visalia shall provide Exeter with animal care for the legally required holding periods, including Stray Hold, Current License and Microchip/Notice of Impound, Protective Custody, Vicious Hold, and Quarantine as required pursuant to Food & Agriculture Code Sections 17006 & Sections 30501-32003 and applicable City of Exeter Municipal Code provisions, as provided to Visalia by Exeter.

Below is a list of applicable required holding periods, after each of these holding periods there shall be an additional two-day holding period that the animal shall remain the responsibility or property of Exeter and during which time Visalia shall determine whether the animal shall be euthanized at the expense of Exeter or if Exeter will direct Visalia to retain the animal for an additional period. Exeter may instruct Visalia, in writing, to hold an animal after these designated time periods and in these instances the animal will remain the property of Exeter and held under this Agreement until Exeter provides alternative instructions to Visalia. Exeter may direct Visalia to hold all animals received from Exeter for designated periods. As stated under section 4.2 of this Agreement Exeter shall begin paying boarding costs after an animal has been held by Visalia for seven days, this period shall not begin until the day after the animal is received by Visalia.

Visalia may, if it determines that an animal could be adopted after the mandatory hold period, notify Exeter, in writing, and request that ownership of the specified animal be transferred to Visalia to facilitate adoption. Exeter, at its discretion, may transfer ownership of the animal to Visalia. Visalia is under no requirement to facilitate the adoption of any specific number of animals under this Agreement. Exeter and Visalia may agree to allow all animals that could be adopted to be transferred to Visalia without prior notice to facilitate adoption after the applicable holding period has passed allowing animals to be adopted. Visalia agrees to report any such transfers in the monthly report required below in Section 1.4.

Both parties agree to designate specific points of contact to deal with animal transfers. Parties agree that written communications regarding animal transfers, hold periods, and adoptions under this Agreement may be made by e-mail between designated points of contact between the parties.

If Visalia euthanizes an animal at the expense of Exeter, then it shall track the date and cost. Visalia shall bill Exeter within thirty days of the animal being euthanized. This amount shall be charged separately from the base services fee by Visalia.

Description	Duration
Stray Hold	Four (4) business days, (not counting the day received)
Current License & Microchip Notice of Impound	Six (6) business days, (not counting the day received).
Protective Custody	Fourteen (14) consecutive days, (not counting the day received)
Vicious Hold	Thirty (30) consecutive days, (not counting the day received). Hold may be extended pending legal appeals. Any animal that has been determined to be vicious shall be humanely euthanized following exhaustion of any appeal period and shall in no circumstances be released to CONTRACTOR. In the event a vicious determination has been reversed on appeal of the animal owner, subject to a probationary period or otherwise, the animal shall be returned to the property owner and shall not become the property of the CONTRACTOR.
Quarantine	Ten (10) consecutive days, (not counting the day received)

The above hold periods are subject to change based on legal requirements. Business days are Monday through Friday.

Visalia shall bill Exeter the applicable daily charge from the Visalia rates and fees for holding an animal after an animal has been held for more than seven days. This amount shall be charged separately from the base services fee by Visalia.

1.2 Sick and Injured

Visalia shall provide sick and injured animal care, required vaccinations (DHPP for dogs and FVRCP for cats), microchip implanting of animals redeemed by their owners, and dead animal disposal services pursuant to Penal Code Sections 597f and 597.1.

Sick and injured animal care includes any veterinary cost incurred, or veterinary medications prescribed for animal care for administration, during the mandated holding period; no additional compensation shall be provided by Exeter for such costs. Visalia will be responsible for ascertaining the basic humane treatment needed.

1.3 Jurisdiction

Visalia shall house animals brought into the shelter by Exeter's residents or Exeter employees, contractors, or agents, providing animal control services.

1.4 Reporting

Visalia shall submit a Monthly report, by the 20th of the following month, which shall include Exeter animal intake and disposition numbers, specifically listing protective custody, vicious & quarantine holds. Intake and Disposition totals shall list number of animals in each stray hold category and any adoption transfers. The Monthly Report

shall also include a record of all training for ACO's and any vicious dog hearings attended.

1.5 Shelter/Performance Standards

Visalia shall take reasonable steps to provide temporary care for wild animals and fowl that come into its custody from Exeter and will attempt to transfer custody of wild animals and fowl to a wildlife care facility or other suitable facility for treatment and rehabilitation. If transfer is not possible, then Visalia will humanely euthanize the animal and charge Exeter the standard fee for euthanasia and disposal, which is currently set at \$71.00 for euthanasia and \$98.00 for disposal which is done by cremation.

Visalia shall maintain suitable office hours at the animal shelter for the convenience of the public and for any other purpose under the Agreement.

Exeter employees, performing official functions at the shelter, shall be granted access to animal shelter when Visalia staff are working at the facility. If Exeter requires access when it is not during normal Visalia operating hours, Visalia shall charge a flat fee of \$200.00 to Exeter. This amount shall be charged separately from the base services fee by Visalia.

Visalia may appoint competent and qualified agents for the carrying out of responsibilities under this Agreement.

1.6 Impounding and Sheltering

Visalia shall provide all necessary food, water, shelter and give all basic care and attention to such animals while they are in Visalia's possession and until adopted, placed or otherwise humanely euthanized and disposed of in accordance with federal, state, or local law.

Visalia shall fully cooperate with the Tulare County Health Department by following procedures required by applicable state or local quarantine codes concerning persons or animals bitten by an animal in the City of Exeter

All animals licensed, redeemed, or adopted at the shelter or clinic shall be micro-chipped.

Owners of animals shall be responsible for and separately charged by Exeter for all shelter fees incurred in the impoundment, including, but not limited to: boarding, vaccinations, quarantine & protective custody fees. As stated in Section 2, Visalia will bill these amounts on behalf of Exeter based on the applicable list of fees provided by Exeter.

1.7 Service Standards

Visalia shall be responsible for the employment and supervision of all employees necessary to perform animal sheltering operations.

Visalia shall communicate customer care standards and animal care standards to all employees at the time of hire and as part of an ongoing coaching/training program. Those standards include professionalism, fairness, objectivity, respect and compassionate animal care.

Visalia shall comply with applicable State and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either Visalia or Exeter to be in conflict with the language and intent of Article 4, entitled "Independent Contractor," of the AGREEMENT of which this Scope of Work is a part.

The maximum number of animals Visalia can take by Exeter is limited to 300 animals for the initial contract period, this shall be the Base Amount of Animals per contract period. If this amount is exceeded, then Visalia will notify Exeter. After this capacity is reached, then Visalia will only accept animals from Exeter if there is space and capacity at the animal shelter but an additional charge of \$315.00 per animal will be applied in such instances. Further, the Base Amount of Animals per contract period will be tracked in the monthly reports, and the annual report. Parties agree that the Base Amount of Animals per contract period will be subject to review and potential revision by a written agreement signed by both parties prior to the commencement of a new contract.

1.8 Animal Care Center Customer Service Assistance

Visalia shall provide customer service staff to support the public counter at the Animal Care Center during hours and days that the Center is open. Duties for such customer service staff shall include, but not be limited to, answering telephones, helping citizens to look for lost animals, etc.

1.9 Emergencies and Natural Disasters

In the event of an emergency or natural disaster, Visalia agrees to work with Exeter to provide sheltering services and facilities to assist Exeter in dealing with such incidents. Visalia may be required to limit services under this Agreement if staffing and animal shelter space become unavailable and shall notify Exeter if they are unable to provide services due to an emergency or natural disaster. Visalia shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, to Exeter, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by Visalia and Exeter following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

SECTION 2 – LICENSE REVENUE COLLECTION AND REPORTING

Visalia shall be responsible for animal licensing on behalf of Exeter. Visalia will track amounts received and deposit funds received with Exeter on a monthly basis with the monthly reports, as well as the annual report for each contract period, or as otherwise agreed with between Visalia and Exeter.

It is acknowledged herein that financial obligations may take precedent over the tracking and receipt of funds from any source. Accordingly, tracking and payment of funds received or to be paid will be coordinated between Visalia and the City Finance Director for Exeter.

Exeter shall be responsible for providing Visalia with a schedule of applicable fees and license requirements for Visalia to apply for each fiscal year on or before July 1.

Visalia will be responsible for mailing license bills, following up on licensing leads received from Exeter, assist persons at shelter with licensing questions and paying for their pet licenses.

Visalia shall include in the monthly report a list of all licenses issued on behalf of Exeter during the reporting period, expiration dates of licenses, and applicable owner information.

SECTION 3 – ANIMAL CONTROL SERVICES

3.1 Field Services

Visalia shall provide the following animal control field services during normal business hours:

- a. Respond to calls for service related to alleged violations of the Exeter municipal code or state law pertaining to the care, keeping, treatment, and management of animals. This includes but is not limited to excessive animal noise complaints, animals running at large, and vicious dog matters within the Exeter. Response time will be dependent on officer availability. Visalia shall hire an animal control officer to be assigned for the purpose of addressing animal control calls in the area of Farmersville and Exeter, Monday through Friday during regular business hours. During other hours an on-call officer would be available, although the response time could vary as the on-call officer would be responsible for addressing calls in Visalia, Farmersville, and Exeter.
- b. Pick-up stray animals that are in violation of applicable municipal ordinances or otherwise subject to impoundment under applicable municipal ordinances.
- c. Pick up dead animals for disposal.
- d. Pick up and transfer to shelter animals that have been surrendered to Exeter municipal services, or animals that have been captured by Exeter employees for transfer to animal control shelter.

- e. Investigate reports of animal bites and pick up animals for quarantine of animals under applicable laws for rabies observation.
- f. Investigate reports of rabid animals and attempt to capture such animals and investigate reports of wild animals upon request.
- g. Assist in the preparation and filing of administrative, civil, or criminal prosecution of Exeter municipal code ordinances, or as applicable state law.
- h. If authorized by Exeter, issue administrative citations for Exeter municipal code violations, and appear at any administrative appeal hearings to support the issuance of the citation. Exeter shall be responsible for prosecution of all matters.
- i. Assist with public outreach programs as requested by Exeter, such as public education on animal licensing, spaying or neutering clinics, (including assisting with spaying or neutering domestic animals at low cost) other services, such as encouraging animals to be vaccinated or assisting Exeter with providing low-cost vaccination programs. Visalia agrees that, pending applicable scheduling requirements, it can provide special event services onsite to Exeter or animal control assistance to Exeter staff during special events. Visalia cannot guarantee staff availability to Exeter for any special event but agrees to reasonably work with Exeter so that Visalia staff may be available. If Visalia staff are used at an Exeter special event, then Visalia staff can attend for an additional cost of \$250.00 per four hours of staff time, with four hours being the minimum amount charged by Visalia. This amount shall be charged separately from the base services fee by Visalia.

3.2 Emergency Animal Control Services

Visalia shall respond to the following circumstances during normal business hours, or at any time if an emergency call for services is forwarded to City of Visalia dispatch requesting animal control field services. Response time will be dependent on officer availability.

- a. Animals posing an active and present threat to public safety, such as potentially rabid animals or animals that have bitten humans.
- b. Respond to calls for assistance for animal-related issues from Exeter emergency services.

3.3 Exeter Obligations

Exeter shall be responsible for the following:

- a. Provide for the preparation, filing, and prosecution of civil or criminal violations of Exeter municipal codes or state law. Visalia animal control officers will assist with preparation of such documents but it will be the responsibility of Exeter to decide whether to prosecute such cases. Exeter is also solely responsible for defending any administrative citation issued by Visalia personnel on behalf of Exeter that is appealed.

b. If an administrative process is used for citations or vicious dog determinations, then Exeter is solely responsible for the implementation and costs of the administrative appeal process. The responsibilities of Exeter will include, but are not limited to, receiving, and processing appeals, selecting a hearing officer, arranging a space for a hearing, coordinating the dates for the hearing with the hearing officer, appellant, and the Visalia staff that issued the citation, payment of the hearing officer, delivery of the hearing decision, and defense of any appeal of the administrative decision.

c. Provide assistance and support to Visalia animal control officers as necessary to safely and effectively execute the operational requirements of this Agreement.

3.4 Oversight and Inspection of Commercial Kennels and Breeders

Visalia shall enforce any applicable municipal ordinances concerning commercial kennels and animal breeders that apply within Exeter city limits.

3.5 Annual Animal Control Service Reports

Visalia shall provide, within 75 days of the end of the contract period, an annual report reflecting field services provided to Exeter under this Agreement. The annual report shall also include all monthly and financial information identified for reporting in this Agreement. After providing such report Exeter and Visalia representatives shall endeavor to meet and confer within 30 days to discuss service issues and whether modifications to the scope of services should be made.

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.

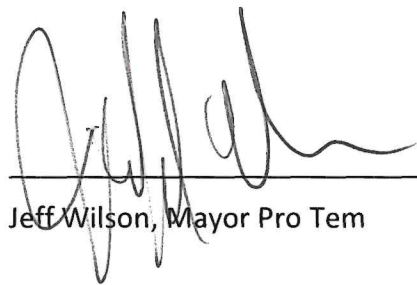
The foregoing ordinance was passed and adopted by the City Council of the City of Exeter on a motion of Council Member WILSON and seconded by Council Member ALVES at a regular meeting held on January 13th, 2026 by the following vote:

AYES: WILSON, ALVES, RIDDLE, LENTZ

NOES: 0

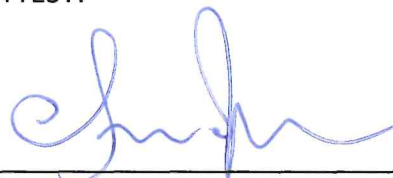
ABSTAIN: 0

ABSENT: JOHNSON



Jeff Wilson, Mayor Pro Tem

ATTEST:



Francesca Quintana, City Clerk

Fee Category	Current Exeter Fee (FY 2025–26)	Proposed Fee (Discussion)	Notes/Rationale
Dog License – Altered	\$11	\$19	Aligns with Visalia rate
Dog License – Unaltered	\$29	\$90	Aligns with Visalia rate
Animal Impound - 1 st impoundment	<i>Not currently established</i>	\$38	Aligns with Visalia rate
Animal Impound – 2 nd impoundment	<i>Not currently established</i>	\$65	Aligns with Visalia rate
Animal Impound – 3 rd impoundment	<i>Not currently established</i>	\$110	Aligns with Visalia rate
Civil Penalty – 1 st Impound	<i>Not currently established</i>	\$35	Matches Visalia civil penalty
Civil Penalty – 2 nd Impound	<i>Not currently established</i>	\$50	Matches Visalia civil penalty
Civil Penalty – 3 rd Impound	<i>Not currently established</i>	\$100	Matches Visalia civil penalty
Daily Boarding Fee (after 7-day hold)	<i>Not currently established</i>	\$20 per day	Aligns with Visalia rate, required per contract
After-Hours Emergency Pickup	<i>Not currently established</i>	\$200 per incident	Cost recovery rate charged by Visalia, required per contract
Euthanasia Fee (per animal)	<i>Not currently established</i>	\$73	Aligns with Visalia rate, required per contract
Cremation Fee (per animal)	<i>Not currently established</i>	\$100	Aligns with Visalia rate, required per contract
DOA Disposal Fee	<i>Not currently established</i>	\$61	Aligns with Visalia rate, required per contract
Owner Surrender Fee	<i>Not currently established</i>	\$79	Aligns with Visalia rate
Kennel Permit (less than 10 animals)	<i>Not currently established</i>	\$103	Aligns with Visalia rate
Breeder Permit (less than 2 litters/year)	<i>Not currently established</i>	\$328	Aligns with Visalia rate
Illegal Breeding (no permit, per litter)	<i>Not currently established</i>	\$1,000	Aligns with Visalia rate
Illegal Breeding (no permit, more than 2 litters)	<i>Not currently established</i>	\$1,000	Aligns with Visalia rate
Dangerous/Vicious Animal Hearing	<i>Not currently established</i>	Based on actual staff cost	Cost-recovery model, required per contract
Chemical Immobilization	<i>Not currently established</i>	\$65	Aligns with Visalia rate
Rabies Lab Services	<i>Not currently established</i>	\$127	Aligns with Visalia rate
Special Event Animal Control Staffing	<i>Not currently established</i>	\$250/4 hours	Matches Exeter-Visalia contract, required per contract



Agenda Item Staff Report

Agenda Item Number:

I.3.

Meeting Date:

January 27, 2026

Wording for Agenda:

Provide Direction Regarding the Appointment Process to Fill a Vacancy on the Measure P Citizens Oversight Committee.

Submitting Department:

Administration

Contact Name:

Francesca Quintana, City Clerk/Human Resources Manager

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Department Recommendation:

Staff recommends that the City Council receive information regarding a vacancy on the Measure P Citizens Oversight Committee and provide direction to staff regarding how to proceed with filling the vacancy for a term ending January 2027. Council direction may include, but is not limited to:

- Reopening the application process to solicit new applicants and bring them back for Council consideration;
- Make a direct appointment;
- Providing alternate direction regarding the appointment process.

Background/Summary:

On November 3, 2020, Exeter voters approved Measure P, a one percent transactions and use tax, with 69.78 percent voter approval. Ordinance No. 694 imposed the tax and directed revenues to support essential City services, including police services, street maintenance, park maintenance, and youth recreational programs.

To ensure transparency and accountability in the use of Measure P revenues, the City Council adopted Resolution No. 2021-01 establishing the Measure P Citizens Oversight Committee. The committee reviews Measure P revenues and expenditures and provides recommendations to the City Council regarding alignment with voter-approved purposes. The committee consists of seven members appointed by the City Council to four-year terms.

In 2025, the City Council directed staff to open the application process to fill expired committee terms. All eligible applicants from that process were appointed by the City Council, and there are no remaining eligible applicants available for appointments.

Staff is informing the City Council that Veronica Casanova resigned from her position on the Measure P Citizens Oversight Committee effective November 14, 2025, resulting in a vacancy for a term ending January 2027. As no eligibility list exists at this time, staff is requesting City Council direction regarding how to proceed with filling the vacancy.

Fiscal Impact:

There is no direct fiscal impact associated with this action.

Prior City Council Actions:

Appointments to the Measure P Citizens Oversight Committee were most recently made on October 14, 2025.

Attachments:

- Copy of Veronica Casanova Resignation
- Resolution No. 2021-01
- Current Roster of Measure P Committee Members

Recommended motion to be made by the City Council:

Council may choose from the following actions:

- I move to appoint _____ to the Measure P Citizens Oversight Committee for the remainder of the term ending January 2027.
- I move to open up the application process to solicit new applicants and bring them back for Council consideration.
- I move to provide alternate direction to staff regarding appointments to the Measure P Citizens Oversight Committee.

From: [Veronica Juarez](#)
To: [Francesca Quintana](#)
Subject: Re: November 18, 2025 Regular Meeting of the Measure P Citizens Oversight Committee
Date: Friday, November 14, 2025 4:45:17 PM

Hello,

I no longer have time for this committee. I would like to resign.

Let me know if anything further is needed.

Thank you for your time,
Veronica Casanova
Sent from my iPhone

On Nov 14, 2025, at 4:18 PM, Francesca Quintana
<fquintana@exetercityhall.com> wrote:

Good afternoon Measure P Members,

Please see attached completed **Agenda** and **Agenda Packet** for the **Tuesday, November 18th, 2025**, meeting. The meeting will begin at **5:30 PM at City Hall 137 N. F St.**

You may also view these materials on the City Website by [clicking on this link](#).

Thank you!

Francesca Quintana | City of Exeter

City Clerk/Human Resources Manager

P.O. Box 237

Exeter, CA 93221

Phone: (559)592-9244

Email: fquintana@exetercityhall.com

<November 18, 2025 Regular Meeting of the Measure P Citizens Oversight Committee Agenda.pdf>

<November 18, 2025 Regular Meeting of the Measure P Citizens Oversight Committee Agenda Packet.pdf>

RESOLUTION 2021-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER
ESTABLISHING AN INDEPENDENT CITIZEN'S OVERSIGHT
COMMITTEE CHARGED TO ADVISE THE CITY COUNCIL REGARDING
THE EXPENDITURE OF GENERAL FUND REVENUES DERIVED FROM
THE TRANSACTIONS AND USE TAX FOR POLICE, STREET
MAINTENANCE, PARK MAINTENANCE, YOUTH RECREATIONAL PROGRAMS
AND OTHER SERVICES**

WHEREAS, Ordinance No. 694, hereinafter known as the *City of Exeter Transactions and Use Tax Ordinance of 2020*, appeared on the November 3, 2020 Consolidated General Election ballot as Measure P; and

WHEREAS, on November 3, 2020 Exeter voters passed Measure P with a 69.78% approval; and

WHEREAS, the Exeter City Council reaffirmed the adoption of Ordinance No. 694 on December 8, 2020, imposing a retail transactions and use tax in accordance with the provisions of Part 1.6 And Part 1.7 of Division 2 of the Revenue and Taxation Code that authorizes the City of Exeter to adopt a tax ordinance that shall become operative if a simple majority of the electors voting on the measure vote to approve the tax at an election called for that purpose; and

WHEREAS, Ordinance No.694 imposes, upon all retailers in the incorporated territory of the City of Exeter, a transactions and use tax at the rate of one 1 percent (1.0%) of the gross receipts of any retailer from the sale of all tangible personal property subject to the State sales and use tax; and

WHEREAS, the tax imposed by Measure P is a general tax, the proceeds of which are to provide a source of revenue to maintain local City services; and

WHEREAS, revenues generated by Measure P shall be accounted for and paid into a separate fund or account designated to maintain local City services; and

WHEREAS, by Ordinance No. 694 the City adopted that an annual Expenditure Plan may be amended from time to time by a majority vote of the City Council; and

WHEREAS, the Exeter City Council declares that public participation is essential to ensuring the effective implementation of priority goals and objectives and the appropriate expenditure of General Fund revenues to maintain local City services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Exeter hereby directs formation of an independent citizen's oversight committee as follows:

- A. Name:** The committee shall be known as the *Measure P Oversight Committee*.

B. Purpose

1. *Oversight:* Provide that certain spending decisions and priorities in proposed annual expenditure plans are subject to direct oversight and review.
2. *Review and Provide Opinions:* To review the annual revenues from the *City of Exeter Transactions and Use Tax* and the proposed annual budget expenditures and present opinions to the Council regarding the expenditures being consistent with the desires of the community.

C. Charge of Committee

1. *Monitoring of expenditures:* To monitor the expenditure of revenues derived from the Transactions and Use Tax and keep the public informed about the expenditures.

The charge of the committee may be revised from time-to-time by the Exeter City Council.

D. Powers: The Exeter City Council empowers the committee with the following powers:

1. *Oversight:* Oversight responsibility to review Measure P expenditures related to certain spending decisions and priorities to maintain City services.
2. *Review financial statements:* Authority to review independent financial audits of the *City of Exeter* which includes the *Transactions and Use Tax*.
3. *Review of General Fund Budgets:* Authority to review *City of Exeter Transactions and Use Tax* proposed budgets.
4. ***The committee shall not have the authority to direct or mandate as follows:*** The committee does not have authority to direct or mandate action by the City Council on any such matters that may fall under its oversight power and authority to review. The committee has oversight concerning whether proposed expenditures are consistent with the desires of the community and has no power to direct how General Fund moneys are spent. The City Council retains its authority to make such decisions and determinations and may establish separate advisory groups for such purposes. The City Council shall also retain discretion and flexibility in what it asks, directs, or allows the committee to address.

E. Committee Operations

1. *Establishing the committee:* The committee is established by the Exeter City Council pursuant to Ordinance 694 based on voter approval of Measure P in the November 3, 2020 Consolidated General Election. All committee members shall serve at the discretion and pleasure of the City Council.

2. *First meeting:* The committee shall hold its first meeting prior to adoption of the City's 2020/2021 mid-year budget adjustment.
3. *Open meeting requirements:* Meetings of the committee are subject to the open meeting requirements of the *Ralph M. Brown Act*. Meetings shall be noticed and open to the public.
4. *Annual report:* The committee shall issue an annual report of its conclusions. Minutes and reports of the committee are a matter of public record. Reports and minutes of the committee shall be published on the City of Exeter website.
5. *Meet at least once annually:* The committee shall meet at least once annually prior to Council adoption of the City budget.
6. *Quorum:* The committee shall make decisions by a simple majority vote of those members in attendance.
7. *Record:* The committee shall maintain a record of its meetings.
8. *Location of meetings:* The committee shall meet in the Council Chambers at 137 N. F Street, Exeter, California, at a time convenient to members and the public or at some other location designated by the committee and available to the public. While still required by the pandemic and allowed through California Executive Order N-29-20 dated March 17, 2020, the meetings will be conducted using electronic means through electronic teleconferencing such as Zoom.
9. *Officers:* The committee shall elect a chairperson, vice chairperson, and secretary.
10. *Effective operation of meetings:* The Exeter City Council charges the committee to establish additional operating procedures as necessary for the effective operation of committee meetings.
11. *Administrative staff:* The City Administrator or his designee will provide necessary administrative and technical assistance to the committee.
12. *Resources available to the committee:* The committee shall be provided the resources to publicize its opinions to a page on the City of Exeter website.

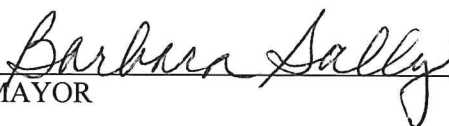
F. Committee Composition: The committee shall consist of 7 members as follows:

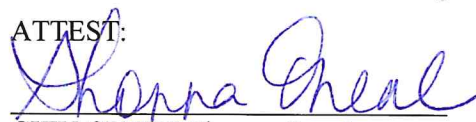
1. *City Council Appointments:* Applications will be received by the City for positions on the committee and those applications would be reviewed by the Council for consideration of appointment. A majority vote of the Council will establish the committee appointments. The appointees may be a resident of Exeter, a business owner or operator. All future appointments to the committee shall be by a majority vote of the Council.

2. *Criteria for appointment:* No member of the City Council, employee of the City, or immediate family member of a City Council Member or employee of the City may serve on the committee.
3. *Length of appointment; rescission of appointment:* For the establishment of the first committee, the appointees will be assigned to a two-year term or a four-year term. There shall be as close as possible to the same number of two-year and four-year term appointments. Subsequent members of the committee shall be appointed for a four-year term and shall serve until such time that his or her term is completed, or until such time that his or her appointment is rescinded by a simple majority vote of the City Council. It is provided that a member of the committee may resign at any time at his or her discretion. If an appointee is chosen to fill a leaving member's position prior to the end of the term, the appointee shall serve until the end of that term.
4. *Recommendation to remove by committee:* Members of the committee, by majority vote, may recommend to the Exeter City Council removal of a committee member for the following reasons: (1) malfeasance; or (2) repeated absence. The definition of repeated absence shall be determined by the Exeter City Council.
5. *Appointment of new members:* At the next regularly scheduled City Council meeting, the Council shall act to replace members of the committee in the event of removal, resignation, disability or death.
6. *Dissolution of committee:* Dissolution of the committee shall occur in the event the *City of Exeter Transactions and Use Tax* is revoked or otherwise rendered invalid or at the discretion of the Exeter City Council.

PASSED, ADOPTED AND APPROVED this 8th day of December 2020 by the following vote:

AYES: *Hails; Alves; Mills; Waterman-Philpot; and Sally*
NOS: *n/a*
ABSTAIN: *n/a*
ABSENT: *Mg*


MAYOR

ATTEST:

CITY CLERK Shonna Oneal

Measure P Oversight Committee Roster	
Name	Term Ending
1 Brittany Shull	Jan-29
2 Patricia Thompson	Jan-29
3 Lisa Lentz	Jan-29
4 PK Whitmire	Jan-29
5 William Stimple	Jan-27
6 VACANT	Jan-27
7 Troy Kadin	Jan-27



Agenda Item Staff Report

Agenda Item Number:

I.4.

Meeting Date:

January 27, 2026

Wording for Agenda:

Consider Authorizing Staff to Enter Into Negotiations with A&M Consulting Engineers for Contract City Engineer Services for the City of Exeter in Accordance with Request for Proposals No. 25-03.

Submitting Department:

Public Works

Contact Name:

Zachary Boudreaux, Director of Public Works

Department Recommendation:

Staff recommends that the City Council:

1. Authorize staff to enter into negotiations with A&M Consulting Engineers for Contract City Engineer services for the City of Exeter in accordance with Request for Proposals No. 25-03; and
2. Direct staff to return to City Council at a future meeting with a recommended Agreement for Professional Services for final consideration and approval.

Background and Summary:

At the direction of the City Council, staff issued Request for Proposals (RFP No. 25-03) to solicit qualified professional engineering firms to provide on-call Contract City Engineer services for the City of Exeter. The City Engineer serves a critical statutory and operational role, providing professional engineering oversight and support for City operations, capital improvement projects, development review, regulatory compliance, and the planning, design, and construction of the City's infrastructure systems.

The RFP was issued in accordance with the City's purchasing policies and contemplated a three-year base agreement with two optional one-year extensions. By the proposal deadline, the City received six (6) responsive proposals from the following firms:

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

 J.R.

1. A&M Consulting Engineers
2. 4Creeks, Inc.
3. Black Water Consulting Engineers
4. Cornerstone Engineering, Inc.
5. Provost & Pritchard Consulting Group
6. QK (Quad Knopf, Inc.)

To ensure a comprehensive and objective evaluation, City staff partnered with three engineering professionals from neighboring cities and irrigation district to review and score the proposals. Proposals were evaluated based on criteria established in the RFP, including *understanding of the scope of services, municipal engineering experience, qualifications of proposed staff, capacity and responsiveness, communication and quality control practices, and cost structure.*

All of the firms that submitted proposals are qualified to provide engineering services to the City and represent the City as the City Engineer. The ratings based on the review of the proposals are included below.

Firm	Rating
A&M Consulting Engineers	89
4Creeks, Inc.	89
QK (Quad Knopf, Inc)	85
Provost and Pritchard Consulting Group	85
Cornerstone Engineering	66
Black Water Consulting Engineers	66

Following the review and rating of the written proposals the firms representing the top four rated proposals were invited to participate in interviews consisting of a formal presentation and question-and-answer session. Based on the combined results of the proposal review and interview process, Staff is recommending that the City negotiate a contract with A&M Consulting Engineers. A&M Consulting Engineers demonstrated the strongest alignment with the City’s operational needs, service expectations, long-term infrastructure goals, and best value based on proposed hourly rate. Their proposal included that the City would not be charged for preliminary conversations regarding the development of projects. A&M Consulting Engineers demonstrated their knowledge of the City’s infrastructure concerns and provided thoughtful solutions in alignment with the City’s vision. They have a track record of successfully obtaining funding for small cities to complete projects that have improved the communities they represent. This was validated through conversations with staff representing cities that A&M Consulting Engineers currently contracts with.

Staff is requesting authorization from City Council to enter into contract negotiations with A&M Consulting Engineers. Upon successful completion of negotiations, staff will return to City Council at a subsequent meeting with a recommended Agreement for Professional Services for final consideration, including appointment of the City Engineer and authorization to execute

the agreement. If Staff is not able to satisfactorily negotiate contract terms with A&M Consulting Engineers, Staff will request to negotiate an agreement for professional services with second highest ranked firm.

Fiscal Impact:

There is no fiscal impact associated with this action. Authorization to negotiate does not commit the City to a contract or expenditure. Any future fiscal impact related to Contract City Engineer services will be presented to City Council for approval when the proposed Agreement for Professional Services is brought forward.

Prior City Council Actions:

On August 26, 2025, the City Council directed staff to release an request for proposals for City Engineer services during the review of City contracts.

Attachments:

- RFP No. 25-03
- Proposal from A&M Consulting Engineers
- Draft Professional Services Agreement

Recommended motion to be made by the City Council:

I move to authorize staff to enter into negotiations with A&M Consulting Engineers for Contract City Engineer services in accordance with Request for Proposals No. 25-03, and direct staff to return to City Council at a future meeting with a recommended Agreement for Professional Services for consideration and approval.



REQUEST FOR PROPOSAL FOR
CITY ENGINEER
for the
CITY OF EXETER
Tulare County
California

Contact: Zachary Boudreaux, Director of Public Works

Proposals Due By: November 19th, 2025

At 2:00 p.m.

Physical submissions only.

No late proposals will be accepted.

1. INTRODUCTION

A. General Information

The City of Exeter (City) is requesting proposals for professional engineering services (as further described in Attachment A, Statement of Work) to be performed on an as needed basis over the course of three (3) years commencing, with two one-year options to renew upon the execution of an Agreement for Professional Services.

The City may reject a proposal as non-responsive for failure to provide all information requested in the Request for Proposal (RFP). The City reserves the right to reject all proposals and to waive any informality.

The City will not reimburse responding firms for any costs or expenses incurred in preparing proposals in response to this request.

Any inquiries concerning this request for proposals should be addressed to the Public Works Department via email at pw@exetercityhall.com.

2. NATURE OF SERVICES REQUIRED

Scope of Work to be Performed

The City is seeking proposals from interested and qualified Professional Engineering Services firms to perform professional engineering services as further described in the Statement of Work, Attachment A.

Typical General Engineering work to be performed for the City may include, but is not limited to, the following:

- Studies/report preparation
- Engineering calculations
- Civil design
- Infrastructure and Development design review
- Preparation and/or updating of plans and specifications
- Assistance in developing RFPs, RFQs, RFBs, and bidding
- Engineering support during construction
- Inspections
- Easement reviews
- Surveying
- Peer review on other professional work

- CAD / GIS services
- In person attendance at regularly scheduled and special City Council meetings

3. GENERAL INFORMATION

A. City Background

The City was formed in 1911, and became a Charter City in 1998. The City provides domestic water service, sanitary sewer collection, wastewater treatment and refuse collection services. The City's drinking water system operates under Water System No. CA5410003 as a community water system. The City has six (6) active and four (4) inactive groundwater well sources. The City also has one (1) groundwater well in development.

The City provides the following services:

- Water supply collection, treatment, and distribution
- Wastewater collection, treatment, and reuse
- Storm drainage collection and disposal

Each service maintains and operates under its own separate budget, and user fees fund these services.

The City is determined to deliver superior community services efficiently and professionally at a reasonable cost while responding to and sustaining the enhanced quality of life the community desires.

4. PROPOSAL SUBMITTAL AND SELECTION

All proposals must be received no later than 2:00 p.m., November 19th, 2025. **Late or incomplete proposals will not be considered.**

Deliver proposals via mail to P.O Box 237, Exeter, CA 93221 or hand delivery to City Hall located at 137 N. F St, Exeter, CA 93221

- A.** This request does not constitute an offer of employment or to contract for services.
- B.** All proposals submitted shall become City property.
- C.** All proposals shall remain firm for ninety (90) days following the closing date for receipt of proposals.
- D.** The City reserves the right to award the contract to the firm who represents the proposal which in the judgment of the City best accomplishes the desired results and shall include but not be limited to a consideration of the professional service fee.
- E.** Selection will be made based on the proposals submitted.

5. PROPOSAL FORMAT

A qualifying proposal must address all the following points:

- A.** Project Title
- B.** Applicant or Firm Name, address, contact information and website
- C.** Statement of the proposer's understanding of the work to be done
- D.** Firm Qualifications
 - 1. Type of organization, size, professional engineer's registration number(s) and any other affiliations or certifications.
 - 2. Table of Contents identifying the materials submitted by section and page number. Cross-referencing to section and page number in the RFP would be helpful.
 - 3. Names and qualifications of key personnel to be assigned to this project.
- E.** Existing public entity client references from recent related projects including name, address, email, and phone number of individuals to contact for reference.
- F.** Rate schedule
 - a. Specific rates for each staff member assigned to project
 - b. Administrative rates
 - c. Travel to be one rate including vehicle, time & mileage (see item 6D)
 - d. Materials fees
 - e. Reproduction fees
 - f. List any other anticipated costs

6. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries concerning the RFP and the subject of the RFP shall be made to the Department of Public Works via email at pw@exetercityhall.com.

2. Submission of Proposal.

One (1) physical, printed copy of the Proposal and Rate Schedule shall be received via mail or hand delivery at 137 N F St, Exeter, CA 93221 by 2:00 p.m., on November 19th, 2025 for the proposal to be considered.

The proposal should address the items listed in sections below.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from Proposers, to allow corrections of errors or omissions, and to negotiate terms.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposing firm is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted, and confirmed in the contract between the City and the firm selected.

The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept, negotiate, or reject any items or combination of items.

B. Format for Technical Proposal

1. Title Page showing the RFP subject; the firm's name; the name, address and telephone number and email address of the primary contact person, and the date of the proposal.
2. The commitment to perform the work within the time period; the name(s) of the person(s) authorized to represent the Proposer along with title, address, email address and telephone number.
3. Detailed proposal following the order set forth in Section C and 7 below.

C. Contents for Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the Professional Services of City Engineer and Construction Inspection Services in conformity with the requirements of this Request for Proposals (RFP). As such, the Technical Proposal should demonstrate the qualifications of the firm and of the staff to be assigned to this engagement. It should also specify an approach that will meet the RFP requirements.

1. **Insurance** - Attached to the RFP (Attachment C) details the City's minimum insurance requirements. These requirements include Commercial General Liability, Workers' Compensation, Automotive Insurance and Professional Liability or Error and Omissions.

The selected firm will be required to maintain the minimum insurance requirements during the entire time of the engagement.

D. Cost Proposal

1. Proposals must include a complete and current table of hourly rates and charges for all timekeepers (including any subconsultants) that are reasonably anticipated to perform work under the proposed contract. The hourly rates provided shall include all overhead rates; overhead rates shall not be an add-on to the hourly rates proposed. The cost proposal shall describe the overhead rate to be charged on direct expenses and/or subconsultants rates, if any. The City's preference is for the proposed hourly rates to remain constant over the contract period. However, if rate increases are proposed the proposal must indicate the maximum percentage not to exceed increase per each 1-year period of the contract.

Proposals must include provisions detailing how travel time will be billed to the City for meetings or other purposes, and shall provide that mileage reimbursement will be billed at the current IRS approved rate.

The City will not be responsible for any cost or expenses incurred in preparing and submitting the proposal.

Any additional rates or fees should be called out in the submitted rate schedule.

2. Manner of Payment

Payments will be made based on hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than a calendar month, to be submitted in monthly invoices per task item by the 12th day of the following month.

3. Non-Disclosure and Disclosure of Proposals

Proposals will be held in confidence during the evaluation process until City staff issues the Notice of Intent to Award a contract for professional services. Thereafter, all proposals will be treated as documents subject to disclosure under the California Public Records Act (the "Act").

If proposer believes any portion of its proposal contains confidential or proprietary information that is exempt from public disclosure under the Act, proposer must submit that information with its proposal in a separate sealed envelope labeled "Confidential Information." Except at compelled by court process, the City will not release any such documentation claimed to be exempt that is submitted in said manner without prior written notice to the proposer.

7. Understanding of and Approach to the Project

Proposals shall be limited to **16 pages** (not including transmittal letter, table of contents, tabs, dividers, and resumes) and shall follow the outline below:

A. Section 1 – Statement of Work

State in succinct terms your understanding of the anticipated Scope of Work, Attachment A, and identify additional tasks, if any, that you believe are essential or advisable to constitute a more complete scope of work.

B. Section 2 – Relevant Experience and Expertise

Describe in narrative form the experience and expertise of your firm and/or project team members in providing the service sought by the City and the project team members experience and expertise providing professional services to California public entities. Identify a minimum of three (3) representative public entity clients. Compare and contrast their size, public or private-sector status, location, and operational activities to those of the City. Include a description of the project organization and project team experience.

C. Section 3 – Project Team

Identify each individual you expect to work on the project team, including who the main point of contact will be for the City functioning as the City's Engineer, and subconsultants, if any. Provide resumes for each member of the team. Describe with particularity the specific areas of expertise of each team member, and specific education, experience, licenses, or other information that substantiates that expertise, and work with California public entities. Note that project team members may not be substituted without the written approval of the City.

D. Section 4 – Quality Assurance and Control; Conflicts

Describe your approach to Quality Assurance and Control for your firm's work product. Identify all current and reasonably foreseeable actual or potential professional conflicts that could hinder the provision of the requested services and propose means of managing any such conflicts.

E. Section 5 – Client References

Provide contact information for representatives of three former or current public entity clients for whom your firm or project team members have performed similar services.

F. Section 6 – Contract Requirements

Provide a proposed contract for the services of City Engineer and Construction Inspection Services that details the terms and conditions that meet the requirements of this request for proposal.

G. Section 7 – Insurance Requirements

Provide a summary of the firm’s insurance coverage. Summary should include a statement that the proposer’s insurance meets or exceeds the City’s requirements. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in Attachment C.

8. Fees

A. Provide a detailed breakdown of the level of effort and cost anticipated for each task in proposal schedule related to tasks identified in the Statement of Work using table as follows:

CONTRACT BID SCHEDULE ITEM #	DESCRIPTION	COST
1	Engineering Services	Attach rate schedule separately
Total Cost	-	

Respectfully Submitted:

Signature

Title

Company

Address

Phone Number

Federal Tax ID

A. Proposal Calendar

Date	Time	Event
October 22 nd , 2025		RFP Issue Date
November 12 th , 2025	3:00 p.m.	Deadline for Questions
November 19th, 2025	2:00 p.m.	Proposal Due Date
December 9 th , 2025		Anticipated Award Date
January 13 th , 2026		Anticipated Notice to Proceed

EVALUATION PROCEDURES

Engineering Firm Name: _____

Date of rating: _____

Evaluator Name: _____

A. The City will evaluate proposals based on but not limited to the following criteria:

1. Understanding of the Scope of Work to be performed, and Consultant’s general approach to evaluating the site-specific needs for environmental compliance per Statement of Work.

_____ / 15 points

2. Demonstrated understanding of City of Exeter objectives, and previous similar experience with public entities and unincorporated communities.

_____ / 25 points

3. Consultant’s management, personnel, experience, and approach to accomplishing the City of Exeter goals, which includes but is not limited to consideration of the following:

i. Qualifications of each member assigned to the project, particularly the engineer assigned to work with our City.

ii. Experience and performance on projects of a similar nature.

iii. Information obtained from reference checks for engineer and project manager

_____ / 20 points

4. Costs for personnel and services. Consideration will be given to demonstrated ability to complete work in a timely manner, and whether the fees listed are reasonable for the work product proposed and the experience of each level of engineer.

_____ / 40 points

TOTAL RATING: _____ / 100

The City will evaluate all proposals received before the submittal deadline and select a consultant based on the contents of the proposal.

ATTACHMENT A

City Engineer Statement of Work

The Engineer, when requested and authorized to do so by the City, should be able to provide the following scope of services on general and/or project assignments during the term of this Agreement. The City Engineer works under the day-to-day supervision of the City Administrator and Public Works Director.

Engineering, Design Services & Technical support:

- a. Provide engineering consultation with respect to City projects, including but not limited to, water, wastewater collection and disposal, and recycled water systems, drainage, storm water management, rate and fee structures, permits, public infrastructure and roadway improvements, and public facility/infrastructure financing programs. Adhere to City Codes, Ordinances & specifications, functioning as the City Engineer for the City.
- b. Provide engineering and feasibility studies with respect to City needs for compliance with Sewer and Collection system general permits, water treatment, supply, distribution, sewer storage and disposal; assessment districts activities, and utility rates.
- c. Provide engineering and prepare plans, specifications and bid documents for City projects.
- d. May be required to provide periodic job site visits during the construction/repair/replacement of public infrastructure and facilities as appropriate to become generally familiar with the progress and quality of work and to determine that in general the work is being completed in conformance with the approved plans, specifications and applicable City Standards.
- e. Provide assessment and benefit City engineering services on public financing projects.
- f. Provide engineering estimates for capital improvements and special consulting services to the City.
- g. Prepare for and attend City Council meetings to discuss specific items requiring engineering expertise as requested.
- h. Provide construction staking and construction observation services on City's projects.
- i. Provide additional engineering services as requested by the City.
- j. Update City plans and specification drawings utilizing CAD.
- k. Keep City Code and specifications up to date as needed to keep City up to date with regulations, in conjunction with the assistance of the City Attorney.

Technical Services

- a. Provide project management services if needed.
- b. Provide review and recommendations on applications for extension of facilities.
- c. Review submitted plans and specifications for conformance with the City's Code, ordinances, design and construction standards, adopted utility (and other) master plans and generally accepted engineering principles.
- d. Prepare for and attend City Council meetings to discuss specific items requiring engineering expertise.
- e. Prepare and periodically review the City's design and construction standards for water, sewer, recycled water and drainage facilities.
- f. Provide additional technical support services as requested by the City.
- g. Provide surveying and staking as needed.

ATTACHMENT C

CITY'S MINIMUM INSURANCE REQUIREMENTS

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability

- a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million (\$2M) per occurrence, four million (\$4M) general aggregate, and two million (\$2M) products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
- b. The policy shall allow and be endorsed as primary and not seek contribution from the City's coverage.
- c. The policy(s) shall provide and be endorsed to include, the City, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations.
- d. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided to the City.
- e. Coverage shall state that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. Coverage shall allow and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, and agents.

2. Business Automobile Liability

- a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of not less than one million (\$1M) per accident.
- b. The policy shall provide and be endorsed that the City, its officers, officials, employees, agents, and volunteers are included or named as additional insureds.
- c. The policy shall allow and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

Note: If autos will not be used to provide the service or work to the City, it is recommended the Automobile Liability insurance requirements be replaced with the following:

In the event Vendor uses vehicles in the operation of its business to provide services under this Agreement, the Vendor shall, prior to such use, provide the City with evidence of Business Automobile Liability insurance coverage in the amount of one million (\$1M) combined single limit per accident for owned, non-owned and hired vehicles (Any Auto-Symbol 1). Evidence shall be provided with a Certificate of insurance, along with an additional insured endorsement in favor of the City, primary and non-contributory coverage and endorsement, and Waiver of Subrogation coverage and endorsement under the policy prior to the use of any vehicle.

3. Workers' Compensation and Employers' Liability – Statutory

- a. Vendor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. No Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of City.
 - b. The insurer, if insurance is provided, or Vendor, 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.
 - c. 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.
4. Professional Liability
- a. Vendor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing professional services in the minimum amount of two million (\$2M) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of the start of work, and Vendor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the work.



November 19, 2025

A&M Consulting Engineers

Response to **Request for Proposal for City Engineer** for the City of Exeter.

Primary Contact

Javier Andrade, PE
Principal Civil Engineer
javier@am-engr.com

220 N. Locust Street
Visalia, CA 93291
P: 559.429.4747

am-engr.com



Table of Contents

Transmittal Letter Transmittal Letter	Page 3
Firm Background About Us	Page 4
Section 1 Statement of Work	Page 5
Section 2 Relevant Experience and Expertise	Page 7
Section 3 Project Team	Page 18
Section 4 & 5 Quality Assurance and Control; Conflicts & Client References	Page 19
Section 6 & 7 Contract & Insurance Requirements	Page 20
Appendix A Full Team Resumes	Page 21
Appendix B Sample Contract Agreement	Page 33

Transmittal Letter

November 19, 2025

City of Exeter
Attn: Zachary Boudreaux
Director of Public Works
137 N. F Street
Exeter, CA 93221



Dear Zachary & Selection Committee,

On behalf of A&M Consulting Engineers, I am pleased to submit our proposal to serve as City Engineer and on-call professional engineering team for the City of Exeter. We understand the City is seeking a trusted partner to provide day-to-day technical support, capital project delivery within the expected time period, and construction inspection on an as-needed basis over an initial three-year term with two one-year options to renew.

Our team already plays this role for the Cities of Parlier, Avenal, and Corcoran, where we handle development review, CIP design, construction support, and grant administration under State and Federal funding requirements. We bring that same model to Exeter: a hands-on City Engineer who is responsive to staff, comfortable at the Council dais, and focused on getting projects built cleanly and compliantly.

We recognize Exeter's responsibility for water supply and distribution, wastewater collection and treatment, and storm drainage systems, each with its own budget, permits, and operational needs. Our proposal aligns directly with the City Engineer Statement of Work in the City's RFP, including:

- Engineering consultation and feasibility studies for water, wastewater, storm drainage, and recycled water projects;
- Preparation of plans, specifications, and bid documents;
- Jobsite visits and construction observation;
- Plan review for public and private improvements;
- Updates to City codes, standards, and standard details; and
- Technical assistance for assessment/benefit districts, user rates, and financing programs.

A&M's philosophy is to act as an extension of City staff. As part of that commitment, we do not bill the City for small start-up efforts that are necessary to get work moving, for example, brief phone calls and check-ins, short conceptual exhibits, early program or funding conversations, or occasional Council and community meetings where we are simply helping frame future work. Once a project or task is defined and authorized, we bill strictly in accordance with the approved scope, fee, and rate schedule.

We appreciate the opportunity to be considered and would be honored to support Exeter's staff and community as City Engineer. Please feel free to contact me directly with any questions or to discuss our proposal in more detail.

Javier Andrade, PE
Principal Civil Engineer/Main Point of Contact
javier@am-engr.com

Please scan below to view some of our work



Gateway Park



Urban Flood

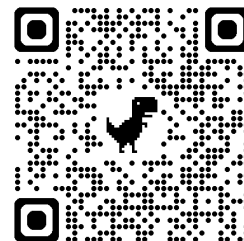


Fig Tree

About Us.

We're A&M Consulting Engineers, your neighbors in Visalia, California, designing the streets our kids cross, the pipes and pumps you rely on at 2 a.m., and the public spaces where community happens. We're a friendly, roll-up-our-sleeves municipal engineering team that pairs big-firm capability with small-town responsiveness. When a city calls, we answer, and we stay with you from the first scoping chat to ribbon-cutting.

Our work is full-service and hands-on: project planning and grant strategy, civil design and permitting, traffic and safety engineering, construction management, and development review. We're fluent in the details that keep public projects moving, Caltrans LAPM, CEQA/NEPA, ADA/CASp, SWPPP, utility coordination, and grant reporting, so your staff, Council, and community get clear updates and clean closeouts.

What keeps us motivated is simple: safer routes to school, reliable water and wastewater systems, and streets that are easier to walk, bike, and drive. We live here too, and we take pride in helping Central Valley cities turn good ideas into built projects that last.

At a glance:

- Headquartered in Visalia; serving cities across the Central Valley
- 18-person, multi-disciplinary team (PEs, CASp, Environmental, CM/inspection)
- On-call/City Engineer experience for Corcoran, Avenal, Parlier, Tulare County, and Fresno County
- End-to-end delivery: Planning → Design → Bidding → Construction Engineering → Closeout
- Caltrans-ready processes (LAPM compliance, complete project phase tracking and follow through, audit-support)
- In-house CEQA/NEPA and SWPPP capabilities; ADA/CASp assessments and inspections
- Proven funding success (ATP, Prop 68, SS4A, FEMA, SWRCB, USDA-RD, CDBG)
- Responsive, bilingual public outreach and digital-first collaboration tools

As a partner who is practical, proactive, and deeply local, we'd love to help your city deliver more, faster, and with fewer surprises.

Business Address

A&M Consulting Engineers | Visalia Office
220 N. Locust Street Visalia, CA 93291
P: 559.429.4747

Local Presence

A&M Consulting Engineers operates in Visalia and has successfully worked with various cities around the area such as Parlier, Corcoran, Avenal, and Lemoore.

Type of Organization

Corporation

Commercial General Liability

Policy Number: B7013593958

Business Automobile Liability

Policy Number: BUA7012551405

Workers' Compensation & Employers' Liability

Policy Number: EIG294378206

Professional Liability

Policy Number: ANE4938104.25

Conflicts of Interest

A&M Consulting Engineers does not have any conflicts of interest related to current contracts and the City of Exeter.



Litigation

A&M Consulting Engineers has not been involved in any litigation in connection with prior projects.

Statement of Work & Approach.

Scope & Approach

A&M Consulting Engineers will provide on-call City Engineer services, over the course of three (3) years commencing, with two one-year options to renew, to the City as its day-to-day technical partner, delivering planning, design, bidding, and limited construction support across water, wastewater, recycled water, drainage, stormwater, and related municipal infrastructure. Our scope is authorization-based and task-order driven; each assignment begins with a brief task memo confirming objectives, assumptions, level of effort, schedule, deliverables, and cost. Work will be managed by managed by the City Engineer who will serve as the primary point of contact and will coordinate routinely with the City Administrator, Public Works Director, and, when requested, City Council.

Planning & Design

We will provide advisory engineering to evaluate needs, develop alternatives, and prepare feasibility and planning documents. For capital projects, we will advance concepts into preliminary design and final Plans, Specifications, and Estimates suitable for public bidding, integrating current City standards and all applicable codes and regulations. When requested, we will prepare bid packages, conduct bid-period services, and provide award recommendations supported by clear documentation.

Construction Support

During construction, our role will include periodic site visits to observe general conformance with contract documents, review of shop drawings and submittals, timely responses to requests for information, preparation of clarifications, and participation in progress meetings as needed. At task closeout, we will compile record drawing updates, asset data handoff, and a brief summary of outcomes relative to the task memo.

Technical Services

On request, we will support City operations with development plan review for conformance with City code and adopted standards, analysis of proposed extensions of facilities, preparation of standard details and minor updates to design and construction standards, preparation of staff reports and presentation materials, attendance at public meetings, and limited surveying and staking for maintenance or small capital efforts. Project files and CAD/GIS data will be maintained in City-compatible formats to streamline future updates and asset

Deliverables

Deliverables will be tailored to each task and may include short technical memoranda, feasibility and planning reports with assumptions and recommendations, preliminary engineering packages with cost opinions and phasing guidance, and sealed final design documents. For construction support, deliverables may include site-visit notes, submittal logs and reviews, responses to contractor inquiries, clarification sketches, and recommended change documentation. For standards and operational tasks, deliverables may include redlined or updated standard drawings and specifications, plan-check comments with code citations, and concise summaries suitable for staff packets; all electronic files will be transmitted in native formats and searchable PDFs.

Project Management

The A&M Project Manager will function as the City's day-to-day Engineer, supported by discipline leads in water, wastewater, stormwater, transportation, and surveying. The Project Manager will control scope, schedule, and budget for each task, coordinate subconsultants when required, and ensure timely communication with City staff. Substitutions of key personnel will not occur without prior written City concurrence. An accessible task tracker will document status, next actions, and decision points for transparent progress monitoring.

QA/QC & Conflicts

Quality assurance and quality control will be integrated from task initiation through final delivery. Each work product will receive an internal technical review by a senior professional not directly responsible for production, using checklists to verify consistency with standards, constructability, and permitting requirements. Before advertisement, PS&E packages will undergo a final coordination check to confirm drawing-spec alignment and reduce addenda risk. Any actual or potential conflicts of interest will be disclosed promptly, and no task will proceed where a conflict cannot be effectively managed.

Coordination & Meetings

Coordination will occur through regular touch-points with the City Administrator and Public Works Director. For active tasks, the City Engineer will provide brief progress updates at intervals appropriate to the phase and complexity, document key decisions, and flag risks to scope, budget, or schedule early. When requested, City Engineer attend City Council meetings to present technical findings and respond to questions; for development review or standards updates, we will coordinate with the City Attorney where code interpretation or policy alignment is



Statement of Work & Approach.

Schedule & Response

Response expectations will be calibrated to task urgency. For routine on-call inquiries, we will acknowledge the request within one business day and provide either an immediate answer or a short plan for next steps and timing. For task orders, we will submit a task memo within three to five business days outlining scope, fee, and schedule unless a faster turnaround is requested. For urgent operational needs affecting public safety or service continuity, we will mobilize same day and confirm interim approvals in writing.

Insurance & Compliance

The City's minimum insurance requirements will be met or exceeded throughout the contract term; certificates and endorsements will be provided prior to notice to proceed and updated upon renewal.

A&M will perform services in accordance with applicable federal, state, and local laws, ordinances, and regulations, and will adhere to the City's contracting and procurement requirements.

Intent

This Statement of Work aligns A&M's capabilities with the City's anticipated needs for City Engineer, establishing clear expectations for deliverables, communication, and accountability, and providing a practical framework, task memos, disciplined QA/QC, and responsive management, to deliver reliable outcomes for the City.



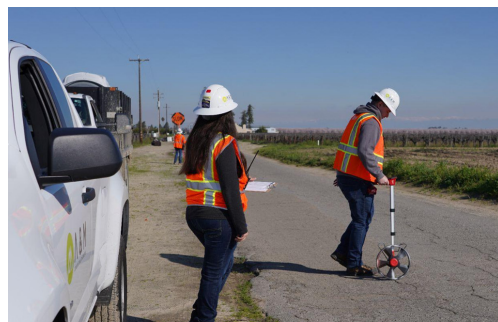
WATER RESOURCES



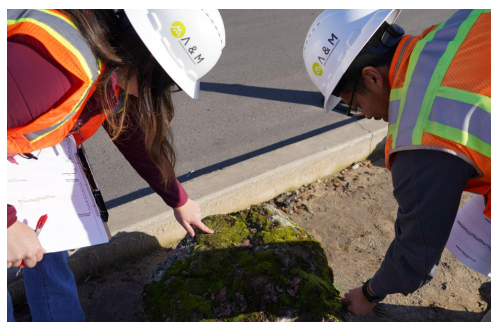
CONSTRUCTION MANAGEMENT



PLANNING



TRANSPORTATION ENGINEERING



ENVIRONMENTAL ENGINEERING



PARKS & RECREATION

Community Outreach.

Two-Stage Outreach Approach

- We treat community outreach as a continuous process: first to gather input that shapes grant applications, then to fulfill outreach and reporting requirements once funding is awarded

Pre-Grant Community Input

- Conduct community meetings, workshops, and pop-up events to identify needs, safety concerns, and project ideas.
- Use clear visual exhibits, concept sketches, and plain-language summaries of potential improvements.
- Provide multilingual surveys (online and in-person) and coordinate with schools, community groups, and businesses.
- Ensure that grant applications are grounded in community-identified needs and priorities.

Grant-Funded Outreach & Compliance

- Prepare outreach plans tailored to each grant program's guidelines and schedules.
- Host public meetings to review design options and project milestones, and support school-based safety campaigns and volunteer events.
- Manage logistics, materials, sign-in sheets, photos, and summary memos for use in grant progress reports and closeout documentation.

City Partnership & Capacity Building

- Act as an extension of City staff by organizing and documenting outreach so it is meaningful to residents and fully compliant with funding requirements.
- Use completed outreach to strengthen future grant applications and build a reliable pipeline of competitive projects for the City of Exeter.

Past Community Outreach Events

Community Town Hall Meetings

A&M Consulting Engineers hosts town hall meetings in partnership with the cities we serve to gather valuable input from community members. We recognize the importance of listening to residents' concerns and priorities. During these meetings, our team presents exhibits of potential projects that have generated community interest. Attendees are encouraged to provide feedback and suggest changes, ensuring the proposals reflect local needs. This collaborative process allows us to refine project concepts and pursue grant funding opportunities, minimizing reliance on local funds and maximizing community benefit.



City of Corcoran Community Cleanup Event

A&M Consulting Engineers partnered with the City of Corcoran on a resident-led cleanup campaign that brought neighbors, staff, and volunteers together to clean streets, alleys, and public spaces. These events met Clean CA Local Grant requirements and paved the way for permanent improvements along the Whitley Avenue gateway corridor, including drought-tolerant landscaping, targeted litter reduction, energy-efficient lighting, and ADA-accessible sidewalks, curb ramps, and crossings. The result is a safer, brighter, and more welcoming entrance to Corcoran that reflects community pride and invites families to walk, gather, and feel at home.

City of Selma Tactical Urbanism Pilot Study 1

A&M Consulting Engineers partnered with Selma Unified School District and the City of Selma on an STP-funded Tactical Urbanism pilot to quickly improve streets around school campuses. With principals, crossing guards, and families, we installed low-cost, quick-build curb extensions, daylighted corners, high-visibility crosswalks, simplified student pick-up/drop-off, median refuges, and clear signing/stripping. Before/after observations, speed checks, and student travel tallies showed calmer, more predictable drop-off and now guide permanent safety improvements shaped by families' input.



2. Relevant Experience and Expertise

Grant Management.

After conducting meaningful community outreach, A&M Consulting Engineers takes the community's concerns and priorities and turns them into clear and fundable projects. We then match projects with the most suitable state and federal programs and structure competitive applications so community-driven needs can move forward with secured

Develop and Maintain a Grant Management Plan:

A&M is well-versed in creating comprehensive grant management plans that outline key milestones, deliverables, and responsibilities. These plans serve as roadmaps to ensure that every aspect of the grant is systematically addressed and that all stakeholders are aware of their roles and timelines.



Monitor Grant Expenditures and Budget Adherence:

Budget management and adherence to grantor requirements are critical aspects of our expertise. We have a proven ability to closely monitor grant expenditures, track financial data, and ensure that spending aligns with grant guidelines. This approach guarantees compliance while optimizing resource utilization.

Coordinate with City Staff:

Collaboration is at the heart of our approach. We work closely with program staff to ensure that project activities align seamlessly with the grant's objectives. Effective communication and coordination are central to our strategy for successful grant implementation.



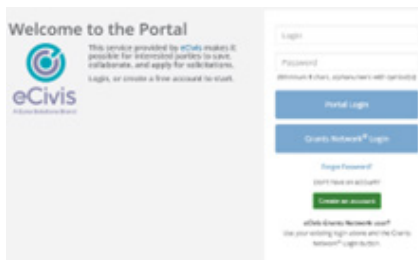
Maintain Detailed Records and Documentation:

Our team places a premium on record-keeping and documentation. We maintain meticulous records of all grant-related activities, transactions, and correspondence. This rigorous documentation is essential for demonstrating compliance and accountability to grantors.

Prepare and Submit Progress Reports:

We are proficient in preparing and submitting regular progress reports to grantors in strict accordance with established timelines and guidelines. Our reports provide a comprehensive overview of project developments, achievements, challenges, and financial updates. Timely reporting is a hallmark of our commitment to transparency.

We are experienced in managing the diverse reporting requirements of our funding sources. For example, under the CDBG program, we submit a Quarterly Progress Report via the eCivis platform that includes both financial and activity data. Similarly, funding sources such as Clean CA require a quarterly progress report, submitted within 45 days, using Smartsheet.



Maintain Accurate and Complete Grant Files:

Our dedication to organization extends to maintaining accurate and complete grant files. These files include financial records, progress reports, correspondence with grantors, and any other pertinent documents. Our systematic approach ensures that all documentation is readily accessible and well-organized.

Ensure Timely Submission of Required Documentation:

Meeting deadlines for grant deliverables is non-negotiable for us. We prioritize timely submission of all required materials, from progress reports to financial statements and any additional documentation specified by grantors. This punctuality is integral to maintaining positive relationships with funding entities.

2. Relevant Experience and Expertise

The following chart highlights our successful track record in applying for and managing federal and state funded projects. This demonstrates our expertise in grant administration and compliance, ensuring impactful infrastructure and transportation improvements while minimizing the burden on local resources.

Funding Type	Funding Source	Name of Project	Owner	Amount
State	Prop 68	Gateway Park	City of Corcoran	\$7M
State	Urban Greening Grant Program	Fig Tree Park	City of Parlier	\$5M
State	Urban Flood Protection Grant Program	Parlier Flood Protection Project	City of Parlier	\$4M
State	Active Transportation Program (ATP)	Corcoran Safe Routes to School	City of Corcoran	\$3.5M
State	Active Transportation Program (ATP)	Selma Branch Canal Parkway	City of Selma	\$3.5M
State	Active Transportation Program (ATP)	Limitless Lane Network	City of Parlier	\$3M
Federal	Active Transportation Program (ATP)	School Corridor Active Transportation Improvements	City of Parlier	\$3M
State	Clean California Local Grant Program	Selma SR-99 Gateway to Downtown	City of Selma	\$3M
State	Clean California Local Grant Program	Community Beautification and Cleanup Project	City of Corcoran	\$2.6M
Federal	Surface Transportation Block Grant (STBG)	Manning Avenue Rehabilitation	City of Parlier	\$1.3M
Federal	Congestion Mitigation and Air Quality (CMAQ)	2021 Ped & Bicycle Facility Improvements Phase 1 & 2	City of Corcoran	\$1.1M
Federal	Congestion Mitigation and Air Quality (CMAQ)	2020 Ped & Bicycle Facility Improvements Phase 1 & 2	City of Corcoran	\$900K
State	Sustainable Transportation Planning Program (STP)	EV Charging Infrastructure Network Plan	City of Corcoran	\$300K
State	Sustainable Transportation Planning Program (STP)	Tactical Urbanism Safe Streets Study	City of Selma	\$300K
Federal	Highway Infrastructure Program (HIP)	Corcoran 2020 HIP Road Maintenance	City of Corcoran	\$261K
State	Highway Safety Improvement Program (HSIP)	Various – Cycle 10	City of Corcoran	\$250K
State	Highway Safety Improvement Program (HSIP)	Bush Street Pedestrian Safety Improvements Project	City of Lemoore	\$250K
State	Highway Safety Improvement Program (HSIP)	Various – Cycle 10	City of Parlier	\$250K
State	Per Capita Program	Heritage Park Playground & Earl Ruth Park Playground	City of Parlier	\$188K
State/Federal	Systemic Safety Analysis Report Program	City of Parlier Local Roadway Safety Plan	City of Parlier	\$65K
State/Federal	Systemic Safety Analysis Report Program	City of Corcoran Local Roadway Safety Plan	City of Corcoran	\$65K
Federal	Congestion Mitigation and Air Quality (CMAQ)	Roundabout at Parlier Ave and Newmark Ave	City of Parlier	\$1.6M
State	Small Community Drought Relief Program	Water Storage Tank	City of Parlier	\$765K
State	Sustainable Transportation Planning Program (STP)	Parlier Active Transportation Study - Tactical Urbanism	City of Parlier	\$353K

2. Relevant Experience and Expertise

Design.

Project Initiation & Coordination

- Hold kickoff meeting to confirm City priorities, schedule, and communication protocols.
- Review available background information (plans, studies, reports, and standards).
- Refine project objectives, deliverables, and key milestones with the City.

Existing Conditions & Data Collection

- Conduct site visits to document existing conditions, constraints, and opportunities.
- Gather and review relevant data (as-built drawings, utilities, surveys, traffic/usage data, environmental information, etc.)
- Identify potential conflicts, access issues, and right-of-way or property constraints.

Analysis & Concept Development

- Analyze existing conditions and data to understand needs, deficiencies, and risks.
- Develop and compare feasible design concepts, including "no build" or minimal-intervention options where appropriate.
- Evaluate concepts against applicable standards, Owner objectives, constructability, and life-cycle costs.
- Meet with the Owner to review concepts and confirm a preferred alternative for design.

Preliminary Design (Concept to ~30%)

- Prepare preliminary layouts, typical sections, and key design parameters.
- Identify required surveys, geotechnical work, or specialty studies and incorporate findings.
- Coordinate early with utilities, permitting agencies, and affected stakeholders.
- Provide a preliminary opinion of probable construction cost for budget and phasing discussions.

Design Development & PS&E (Progress Submittals)

- Advance the design through structured submittals (e.g., 30%, 60%, 90%, and Final).
- Prepare and refine:
 - Plan drawings, details, & profiles.
 - Technical specifications & special provisions.
 - Quantities and detailed Engineer's Estimates.
 - Staging and temporary traffic control or access plans, if applicable.
- Integrate comments from the City, utilities, and reviewing agencies at each stage.

Quality Assurance / Quality Control (QA/QC)

- Assign senior staff not involved in day-to-day production to perform independent reviews.
- Check for conformance with applicable codes, standards, and funding requirements.
- Verify consistency among plans, specifications, and estimates.
- Review for constructability, phasing, safety, and long-term maintenance considerations.

Permitting, Approvals, and Coordination

- Support the City in obtaining required permits and approvals.
- Coordinate with regulatory agencies, utilities, and stakeholders to resolve issues early.
- Update design documents to reflect permit conditions and final agreements.



Experience.



City Engineer of Record (Current): Parlier, Avenal, and Corcoran

A&M Consulting Engineers serves as the appointed City Engineer for the Cities of Parlier, Avenal, and Corcoran. We provide the full municipal engineering function, from counter services to capital delivery, so City Staff, City Council, and the public have a single accountable team for development, permitting, compliance, and construction support.

What We Handle Day to Day (Full Scope of City Engineer Services)

Development Services & Permitting

- Pre application meetings and entitlement support with Planning and Fire.
- Drafting and tracking conditions of approval; mitigation monitoring.
- Subdivision (Final/Parcel) maps, tract/parcel map conditioning, and lot line adjustments.
- Improvement plan checks (street, water, sewer, storm, street lighting, traffic control, ADA/PROWAG in the public right of way).
- Building permit civil reviews (grading/drainage, utility connections, fire access/hydrants).
- Fee and bond determinations; subdivision agreements; surety releases.
- Encroachment permits; traffic control plan review; right of way management and inspections.

Capital Projects

- CIP programming and budgeting; staff reports and council presentations.
- PS&E in Civil 3D/Bluebeam; bid phase addenda and RFI responses.
- Construction administration and resident engineering; pay estimate review; close out.
- Change order analysis, claims avoidance, and constructability reviews.

Regulatory & Funding Compliance

- Caltrans Local Assistance (LAPM) coordination for State/Federal-aid projects: RFA/E 76 packages; Exhibit 10 K/10 O consultant compliance; Buy America documentation; independent cost estimates; risk based QA/QC.
- CDBG labor standards (Davis Bacon/Section 3) and reimbursement invoicing.
- CEQA/NEPA coordination; RWQCB/SJVAPCD permits; SWPPP/QSP/QSD services.
- SB 1 reporting; ATP/SS4A grant applications; grant administration and audit support.

Operations & Customer Service

- Weekly "City Hall Engineer" desk hours and an on-call response line.
- Utility coordination (Southern California Edison (SCE) preconstruction, telecom/fiber, irrigation districts).
- Public information materials; council/commission presentations; developer roundtables.

Representative City Engineer Assignments:

City of Corcoran

- On call development review for subdivisions, frontage improvements, and ADA right of way upgrades.
- Citywide CIPs, & PS&E for routine roadway and utility infrastructure; bid support and construction administration.
- Compliance: labor compliance management, Caltrans Reporting, Section 3 outreach, and reimbursement reporting & submittals.
- Infrastructure Funding Support & Management

City of Avenal

- End to end development services for infill and commercial projects, including comprehensive plan check and permit administration.
- Capital support across roadway, water, sewer, and storm programs.
- Interagency coordination on State Route interfaces and Caltrans encroachment permits.
- Infrastructure Funding Support & Management.

City of Parlier

- Full development review and permitting; annual pavement and utility maintenance packages.
- On call engineering for alley/collector utility rehabilitation and neighborhood drainage fixes.
- Citywide CIPs and ADA curb ramp retrofit support, integrating CASp/ADA review into plan check to reduce late stage field changes.
- Infrastructure Funding Support & Management

How This Experience Benefits the City of Exeter on Day One

- No learning curve. The same team that staffs municipal counters, reviews subdivision maps, and closes out federally funded jobs in Parlier, Avenal, and Corcoran will plug in with your Planning, Public Works, and Finance staff immediately.
- Predictable timelines. Standardized checklists, comment matrices, and review cycles shorten approvals and keep developers on schedule.
- Audit-ready project delivery. LAPM aligned procedures (e.g., E 76 documentation, Exhibit 10 K/10 O tracking, CEM 4903 change order logs) protect eligibility for reimbursement and avoid findings.
- Lower construction risk.
- Clear communication. Weekly City Hall desk hours and concise City Council staff reports keep decision makers and the public informed.

Bottom line: We already perform the complete City Engineer role for three Central Valley cities. Our proven, end to end model, covering development, permitting, plan checks, capital delivery, and compliance, can apply directly to this contract, ensuring fast start up, consistent service, and reliable outcomes.

2. Relevant Experience and Expertise

PARLIER TCP TREATMENT PROJECT

Parlier, CA

The City of Parlier's TCP Treatment Project enhanced community infrastructure and public health by delivering new water treatment filters, tanks, and supporting improvements such as upgraded utilities, pavement, lighting, and landscaping that create a safer, more reliable, and sustainable environment for residents.



A&M Consulting Engineers provided construction management and oversight for the City of Parlier's TCP Removal Treatment Project, which delivered a centralized GAC treatment plant and well-site upgrades. Our CM/RE role centered on verifying contractor and project compliance with environmental, permitting, and funding requirements and

coordinating with the State Water Resources Control Board to ensure regulatory compliance. Through this construction-phase support, the project advanced toward providing safe, reliable drinking water while maintaining conformance with applicable state and federal standards.

Cost
\$14,233,850

Specific Types of Work Performed
-Engineering Design
-Construction Engineering

Project Manager
Javier Andrade, PE
javier@am-engr.com

Role
Principal/Prime

Contracting Agency
City of Parlier

Client Reference
David Del Bosque
Public Works Director
(559) 646-3700

Type of Funding
State



2. Relevant Experience and Expertise

PARLIER FLOOD PROTECTION PROJECT

Parlier, CA

This project improved Parlier's stormwater infrastructure while at the same time creating safe, accessible, and attractive public spaces, enhancing flood protection, community amenities, and overall quality of life.

A&M Consulting Engineers provided construction management and resident engineering services for the City of Parlier's Urban Flood Protection Project. Our CM/CE role included oversight of storm drain and sewer manholes, and basin improvements. We monitored construction of the new pump station at Richard Flores Basin and coordinated delivery of associated hardscape.

Throughout the project, A&M administered construction activities to verify compliance with design intent and project requirements, supporting the City in successfully delivering critical stormwater conveyance upgrades and community amenities.



Cost
\$5,018,562

Specific Types of Work Performed
-Engineering Design
-Construction Engineering

Project Manager
Javier Andrade, PE
javier@am-engr.com

Role
Principal/Prime

Contracting Agency
City of Parlier

Client Reference
David Del Bosque
Public Works Director
(559) 646-3700

Type of Funding
State



2. Relevant Experience and Expertise

CORCORAN SAFE ROUTES TO SCHOOL PROJECT

Corcoran, CA



The Safe Routes to School (SRTS) Project strengthens safety, access, and independence for students and families by upgrading the pedestrian and traffic network around neighborhood schools. Improvements include ADA-compliant sidewalks and curb ramps, high-visibility crosswalks, daylighted corners and curb extensions to shorten crossing distances, traffic calming to reduce speeds, and clear signing/stripping at pick-up and drop-off zones. Where needed, we adjust drainage and utilities and add wayfinding to connect homes, parks, and campuses. The result is practical, code-conforming infrastructure that invites walking, biking, and rolling, giving parents peace of mind and helping kids arrive to class safely, every day, while building a healthier, more connected community.

A&M Consulting Engineers provided roadway and traffic engineering services for the Corcoran Safe Routes to School Project, beginning with preparation of the successful Active Transportation Program (ATP Cycle 5) grant application.

A&M managed all phases of the project, including grant administration, design, bidding, construction management, and project closeout.

Our firm performed roadway and drainage system design, pavement design for new asphalt sections, safety improvements and coordinated utility identification and protection. Construction elements included ADA-compliant sidewalks, curb and gutter, drive approaches, and curb ramps. Our firm prepared signing, striping, and pavement marking plans, ensuring full compliance with the Manual on Uniform Traffic Control Devices (MUTCD).

Cost
\$1,399,490

Consultant's Responsibilities:

- Traffic Engineering
- Land Surveying
- RE Services
- Transportation Planning
- Guidance & Compliance with Federal, State, Local, and State Regulations

Project Manager

Javier Andrade, PE
Javier@am-engr.com

Role

Design/Resident Engineer

Contracting Agency

City of Corcoran

Client Reference

Joseph Faulkner
Public Works Director
(559) 992-2151

Type of Funding:

State and Federal



2. Relevant Experience and Expertise

FIG TREE PARK

Parlier, CA

Fig Tree Park transformed a sun-baked open space into a shaded, inclusive neighborhood destination. ADA-compliant loop paths and ramps connect new play areas, and quiet seating under shade structures and a growing canopy of native trees. Inclusive, age-appropriate play equipment and resilient safety surfacing invite everyone to move and explore, while energy-efficient lighting, and clear wayfinding enhance comfort and safety. Drought-tolerant landscaping and LID planters manage stormwater and reduce maintenance. Designed with community input, the park now supports morning walks with strollers, after-school play, and weekend gatherings, a welcoming place to gather, breathe, and belong.

Fig Tree Park features drought tolerant landscaping, low water use irrigation, pervious surface walking paths, innovative LID landscaping involving drip irrigation and solar lighting.

The City of Parlier received funding through the California Natural Resources Agency to construct a park within an existing vacant lot.

A&M Consulting Engineers was a trusted partner for the design, the construction management and the funding allocation forms for the successful completion of park site amenities. Additionally, A&M provided all necessary invoicing and financial documentation required for reimbursement while working hand in hand with the City of Parlier Finance Department.



Cost
\$2,878,230

Consultant's Responsibilities:
-Engineering Design
-Surveying
-Construction Engineering
-Environmental Clearance
-Guidance & Compliance with Federal, State, and Local Regulations

Project Manager
Javier Andrade, PE
Javier@am-engr.com

Role
Principal/Prime

Contracting Agency
City of Parlier

Client Reference
David Del Bosque
Public Works Director
(559) 646-3700

Type of Funding:
State



2. Relevant Experience and Expertise

GATEWAY PARK

Corcoran, CA

Gateway Park transforms everyday open space into a welcoming neighborhood retreat. An ADA-compliant trail loop links shaded picnic terraces, a flexible green for play and gatherings, and native, drought-tolerant gardens that conserve water and create habitat. Low-impact planters manage stormwater, while energy-efficient lighting, bike racks, and bottle fillers support daily use. At its heart is a world-class Velosolutions pump track, already drawing riders of all ages from various regions throughout the state, country, and world. The City hosted the 2025 Velosolutions UCI Pump Track World Championships Qualifier on March 15, bringing regional energy and pride to the community. Together, these elements create a safe, resilient place to move, rest, and connect, close to home.

Gateway Park showcases LED lighting which changes colors to match the event occasion. It included picnic areas, a veteran's memorial monument surrounded by a modification of a modern amphitheater showcasing the modern design of fiberized white concrete, the design of a water efficient splashpad, modern accessible playgrounds, pervious concrete parking lots, modern lifesize "Corcoran" lettering, a world class 1-acre pump track, a full size soccer field, and workout equipment.

A&M provided engineering, planning, design, bidding, and construction services for the Gateway Park project. A&M led the design for the 8-acre park that formed the centerpiece for the gateway of the City of Corcoran.



Cost
\$7,090,140

Consultant's Responsibilities:
-Surveying
-Environmental Clearance
-Engineering Design
-Traffic Engineering
-Construction Engineering
-Guidance & Compliance with Federal, State, and Local Regulations

Project Manager
Javier Andrade, PE
Javier@am-engr.com

Role
Principal/Prime

Contracting Agency
City of Corcoran

Client Reference
Joseph Faulkner
Public Works Director
(559) 992-2151

Type of Funding:
State



2025 Public Works Project of the Year
in the Structures Category



2. Relevant Experience and Expertise

KIDS POCKET PARK

City of Avenal

The Kids Pocket Park in Avenal is an inclusive, ADA-accessible micro-park designed for everyday play and calm respite. A looped, barrier-free path connects age-appropriate play zones with inclusive equipment, adaptive swings, spinners, and tactile/sensory panels, set on resilient safety surfacing. Shaded seating nooks with stroller and wheelchair clearances provide comfort and clear sightlines for caregivers, while low fences and gateway entries enhance security. Native, drought-tolerant landscaping and LID planters manage heat and stormwater, and efficient lighting extends safe use into the evening. Co-created with local families, the park invites children of all abilities to move, explore, and belong, close to home.

The Avenal Pocket Park, a community-focused green space designed to enhance neighborhood livability, included a wide range of amenities to serve residents of all ages. The park features two playgrounds with decorative fencing, picnic tables with BBQ pits and shade, public art mural, restroom, and landscaping and lighting throughout the park.

These elements were carefully selected to promote outdoor activity, improve walkability, and create a safe, vibrant space in the heart of the community.



Cost
\$776,922

Consultant's Responsibilities:
-Construction Management

Project Manager
Javier Andrade, PE
Javier@am-engr.com

Role
Principal/Prime

Contracting Agency
City of Avenal

Client Reference
Antony V. Lopez
City Manager
(559) 386-5766

Type of Funding:
State



Key Personnel.



City Engineer
Javier Andrade, PE, QSD

Principal-in-Charge
Orfil Muniz, PE, QSD, QISP, SUMS

Assistant Engineers
Denise Isaguirre, EIT
Edward Magana, EIT
Pedro Lopez, EIT
Gelasio Rodriguez
Anabel Tapia
Nelson Gomez
Kyndra Martinez
David Del Bosque

Professional Engineer
David Hernandez, PE, QSD

Construction Management

Assistant Construction Engineer
Alexis Gutierrez

Construction Observer
Adrian Torres

Assistant Construction Engineer
Samuel Mudford

Land Surveying

Professional Land Surveyor
Richard Aviles, PLS

Assistant Land Surveyor
Luis Lopez, LSIT

Professional Land Surveyor
Daniel Cerda, PLS

Administrative Department

Administrative Specialist
Mary Espinosa

Administrative Specialist
Graciela Aguilar

Certified Access Specialist
Val Garcia, CASp

Resumes

January 27, 2026 Regular Meeting of the Exeter City Council Agenda Packet
 Please find A&M's full team resumes located in Appendix A on page 21.

4. Quality Assurance and Control; Conflicts

Quality Assurance and Control; Conflicts

Purpose & Alignment

- Apply a firmwide QA/QC system to ensure full compliance with City codes, standards, and RFP scope.

Kickoff & Matrix

- Hold kickoff; create a compliance matrix mapping each task/deliverable to governing standards, permits, and submittals.

Conflicts

- Run conflict-of-interest checks at NTP and before major task orders; document mitigations.

Staffing & Authority

- Assign City Engineer POC and discipline leads; changes only with City approval.

Basis of Design

- Maintain a living BOD citing City standards and applicable plans; update as regulations change.

Two-Gate Reviews

- For every submittal (30/60/90/100%), do Lead Self-Check (traceable calcs/CAD) and Independent Technical Review; log and resolve all comments before release.

Constructability & Operations Checks

- At 60%/90%, verify staging, access, maintainability, and safety; incorporate field constraints.

Permitting & Environmental Compliance Coordination

- Track permit conditions in the matrix and carry requirements into plans/specs/estimates.

Subconsultant Quality Integration

- Flow down QA/QC milestones and ITR sign-offs; align schedules; verify deliverable quality.

CAD/GIS and Document Control

- Enforce City drafting conventions; maintain versioning, transmittals, and sealed record sets.

Construction Support QA

- Provide observation, RFI tracking, nonconformance logs, and corrective-action verification.

Cost/Schedule Integrity

- Tie QA/QC gates to schedule; invoice by accepted deliverables.

Records & PRA

- Archive and classify records; flag proprietary items for Public Records Act readiness.

Insurance & Risk

- Maintain required coverages (CGL, Auto, WC/EL, Professional) and provide endorsements/COIs.

Change Order Management

- Use a formal process for scope clarifications/additions with impact assessment and City concurrence.

Closeout & Lessons Learned

- Deliver as-builts, update City details where applicable, and capture lessons learned

Continuous Communication

- Keep a single City POC, provide timely coordination, and attend meetings as requested.

Assurance Statement

- This QA/QC process applies to all tasks—studies, design, bidding, and construction support.

5. Client References

City of Parlier

Contact: David Del Bosque
Public Works Director
Phone: (559) 646-3700
Email: ddelbosque@parlier.ca.us



City of Corcoran

Contact: Joseph Faulkner
Public Works Director
Phone: (559) 992-2151
Email: joe.faulkner@cityofcorcoran.ca.gov



City of Avenal

Contact: Antony V. Lopez
City Manager
Phone: (559) 386-5766
Email: alopez@cityofavenal.gov



City of Lemoore

Contact: Estevan Benavidez
Public Works Director
Phone: (559) 924-6744
Email: ebenavides@lemoore.com



6. Rate Schedule and Billing Approach

A&M's detailed Rate Schedule is attached under separate cover, in direct response to the City's request for hourly rates and billing information. The schedule lists hourly rates for all anticipated staff classifications (including subconsultants), along with administrative, travel, materials, and reproduction charges. Overhead is included within the stated hourly rates; no separate overhead multiplier will be applied.

Travel time will be billed only when associated with an authorized task and will be invoiced per our rate schedule, with mileage reimbursed at the then-current IRS rate, consistent with the City's expectations.

As noted in Section 1, A&M does not bill the City for small start-up efforts required to define a task or respond to occasional short-duration questions, brief Council appearances, or simple scoping exhibits and program pre-applications. Formal billing commences only after the City authorizes a defined scope of work via task memo or task order.

A&M is willing to hold rates firm for the first contract year and limit any subsequent annual increases to a mutually agreed not-to-exceed percentage for the optional renewal years.

7. Insurance and Contract Requirements

A&M Consulting Engineers maintains insurance coverage that meets or exceeds the City's minimum requirements, including:

- Commercial General Liability: at least \$2,000,000 per occurrence and \$4,000,000 aggregate;
- Business Automobile Liability: at least \$1,000,000 per accident;
- Workers' Compensation and Employer's Liability: statutory limits with at least \$1,000,000 per accident; and
- Professional Liability (Errors and Omissions): at least \$2,000,000 per claim and in the aggregate, maintained throughout the contract term and for not less than three years after completion.

Certificates of insurance and endorsements can be provided immediately upon selection and prior to Notice to Proceed.

A&M is also prepared to execute the City's standard Agreement for Professional Services and can provide a proposed form of agreement upon request, tailored to the City Engineer scope described in the RFP.



Javier Andrade, PE, QSD

Principal Engineer

Javier Andrade, PE, is A&M's Principal Engineer. A licensed civil engineer, he plans, designs, and manages federally and state-funded projects to Caltrans LAPM and FHWA standards. His portfolio spans water distribution and storage, wastewater collection and lift stations, stormwater capture and LID, neighborhood parks, roadway rehabilitation and complete streets, and traffic engineering (warrants, signage, striping, and signals). Trusted for clear communication and steady leadership, Javier pairs practical judgment with hands-on support so cities see compliant, on-schedule results.



City of Avenal

Safe Routes to School State Route 269 Improvement Project (ATP Cycle 4)

City of Avenal

Avenal Cutoff Road Rehabilitation (SB 1)

City of Parlier

Safe Routes to School (ATP Cycle 3)

Fresno County

Jensen Avenue Overlay & Shoulder Improvements (CMAQ)

City of Corcoran

2020 Pedestrian and Bicycle Improvements (CMAQ)
Phase 1 & 2

City of Corcoran

2024 Pedestrian and Bicycle Improvements (CMAQ)
Phase 1 & 2

City of Parlier

Sequoia Walkway

City of Parlier

Downtown Beautification

City of Parlier

Tuolumne Street Pedestrian Safety Improvements (HSIP Cycle 10)

City of Parlier

Tuolumne Street & Ericka Avenue Pedestrian Safety Improvements (HSIP Cycle 11)

City of Parlier

Zediker and Zulma Crosswalk

City of Parlier

Fig Tree Park (Urban Greening)

City of Parlier

Parlier & Newmark Roundabout (CMAQ, STBG)

City of Selma

Selma SR-99 Gateway to Downtown Revitalization Project (Clean CA Local Grant Program)

Engineering Experience

15+ Years

Education

B.S. in Civil Engineering,
California State University, Fresno

Registration

State of California
No. 87348
General Building Contractor
No. 957096

Orfil Muniz, PE, QSD, QISP, SUAS

Principal Engineer

Orfil Muniz, PE, QSD, QISP, SUAS, is A&M's Principal Engineer. He delivers state and federal projects from concept to closeout, reliably meeting Caltrans LAPM and FHWA requirements. His work spans water and wastewater systems, stormwater capture and LID, parks, roadway rehabilitation and complete streets, and traffic engineering, warrants, signing, striping, and signals. As QSD/QISP, he embeds compliance in every phase; with SUAS, he speeds field reviews. Calm, hands-on leadership and clear communication define his get-it-built approach.



City of Lemoore

Bush Street Pedestrian Improvements (HSIP Cycle 10)

City of Lemoore

Crack Seal Project

City of Lemoore

Public Facilities Maintenance District Sidewalk Repairs (PFMD)

City of Corcoran

Dairy Ave Pedestrian Safety Improvements (HSIP Cycle 10)

City of Corcoran

Community Beautification & Cleanup (Clean CA Local Grant Program)

City of Parlier

Manning Avenue Rehabilitation (CRSSA & STBG)

City of Lemoore

D Street Accessibility Curb Ramp Improvements

City of Lemoore

19th Avenue Pedestrian Facilities Improvements (CMAQ)

City of Corcoran

2024 Pedestrian and Bicycle Improvements (CMAQ)
Phase 1 & 2

City of Corcoran

Safe Routes to School (ATP Cycle 5)

City of Parlier

Parlier Avenue Roundabout (CMAQ)

Fresno County

Sunnyside and Teague Mini Roundabout

City of Corcoran

Traffic Impact Study - Gas Station on Highway 43 & 5 ½ Avenue

City of Corcoran

Orange Avenue Pedestrian Facilities Improvements (CDBG-PI)

Engineering Experience

15+ Years

Education

B.S. in Civil Engineering,
California State University, Fresno

Continued Education

Construction Management,
California State University, San Jose
Business Administration,
College of the Sequoias

Registration

State of California
No. 88165

State of Nevada
No. 025208

CSLB General Contractor
1081929

Anabel Tapia - Assistant Engineer

Anabel Tapia is an Engineering Assistant at A&M Consulting Engineers. She supports planning, design, and construction delivery for pedestrian, park, roadway, and trail improvements. Anabel prepares plan exhibits and cost estimates, coordinates utility and right-of-way research, and assists with permitting, bid packages, and construction documentation. Detail-oriented and people-focused, she uses Civil 3D and Bluebeam to keep submittals on track and communicates clearly with city staff, consultants, and contractors so projects move forward smoothly.



City of Corcoran

Community Beautification & Cleanup (Clean CA Local Grant Program)

City of Corcoran

2024 Pedestrian and Bicycle Improvements (CMAQ) Phase 1 & 2

City of Parlier

Sequoia Walkway

City of Corcoran

Safe Routes to School (ATP Cycle 5)

City of Parlier

Manning Avenue Rehabilitation (CRSSA & STBG)

City of Parlier

Manning Avenue Sidewalk Phase 2 (CMAQ)

City of Lemoore

D Street Accessibility Curb Ramp Improvements

City of Parlier

Downtown Beautification

City of Corcoran

Gateway Park (Prop 68)

City of Parlier

Parlier Flood Protection Project (UFP Grant Program)

City of Parlier

Fig Tree Park (Urban Greening)

City of Parlier

Tactical Urbanism Study (STP)

City of Parlier

Limitless Lane Network (ATP Cycle 6)

City of Selma

SR-99 Gateway to Downtown Revitalization Project (Clean CA Local Grant Program)

Engineering Experience

5+ Years

Education

California State University, Bakersfield
B.S. Engineering Sciences

Gelasio Rodriguez - Assistant Engineer

Gelasio Rodriguez is an Assistant Engineer at A&M Consulting Engineers. He supports federally and state-funded transportation projects from programming through closeout, maintaining Caltrans LAPM compliance. Gelasio prepares progress reports and invoices, tracks DBE and labor compliance, and keeps ATP/SS4A grant reporting on schedule. He assists with PS&E, bid packages, and construction documentation, coordinating with city staff and Caltrans Local Assistance. Detail-oriented and dependable, Gelasio uses Civil 3D and Bluebeam to keep deliverables accurate and timely.



City of Corcoran

2020 Pedestrian and Bicycle Improvements
Phase 1 & 2 (CMAQ)

City of Parlier

Sequoia Walkway

Fresno County

Jensen Avenue Overlay & Shoulder Improvements
(CMAQ)

City of Parlier

Parlier Avenue Roundabout (CMAQ & STBG)

City of Parlier

Downtown Beautification

City of Corcoran

Gateway Park (Prop 68)

City of Corcoran

Dairy Ave Pedestrian Safety Improvements
(HSIP Cycle 10)

City of Parlier

Tuolumne Street & Ericka Avenue Pedestrian Safety
Improvements (HSIP Cycle 11)

City of Parlier

Fig Tree Park (Urban Greening)

City of Corcoran

Safe Routes to School Project (ATP Cycle 5)

Experience in Preparing Funding Applications for the following Grant Programs:

Highway Safety Improvement Program (HSIP)
Active Transportation Program (ATP)
Congestion Mitigation and Air Quality (CMAQ) Program
Sustainable Transportation Planning (STP) Program
Surface Transportation Block Grant (STBG) Program
Carbon Reduction Program (CRP)
Safe Streets and Roads for All (SS4A)
Highway Infrastructure Program (HIP)

Engineering Experience

7+ Years

Education

California State University, Fresno
B.S. in Political Science

Denise Isaguirre, EIT - Assistant Engineer

Denise Isaguirre, EIT, is an Assistant Engineer who helps deliver federally and state-funded transportation projects to Caltrans LAMP standards. She supports PS&E production, cost estimates, and plan reviews; coordinates utilities and right-of-way; and prepares grant reports, invoices, and DBE/labor compliance. Proficient in Civil 3D and Bluebeam, Denise keeps submittals organized and on schedule. Known for her steady follow-through and positive teamwork, she turns to-do lists into finished work so cities see timely, compliant results.



City of Corcoran

Well 8C Water Quality Improvements

City of Corcoran

2021 Pedestrian and Bicycle Improvements (CMAQ) Phase 1&2

City of Parlier

Sewer & Water Master Plan (CDBG)

County of Fresno

Choinumni Park

City of Lemoore

Bush Street Pedestrian Safety Improvements (HSIP Cycle 10)

City of Corcoran

City-Wide Safety and Maintenance Striping Project (CRRSAA)

City of Corcoran

Safe Routes to School (ATP Cycle 5)

County of Tulare

Government Parking Lot Improvements

City of Corcoran

Speed Survey

City of Parlier

Parlier Avenue Roundabout (CMAQ & STBG)

County of Fresno

Fresno Sunnyside & Teague Roundabout (CMAQ & STBG)

City of Corcoran

Dairy Avenue Pedestrian Safety Improvements (HISP Cycle 10)

City of Corcoran

Traffic Impact Study - Gas Station on Highway 43 & 5 ½ Avenue

Engineering Experience

5+ Years

Education

California State University, Fresno
B.S. in Civil Engineering

Nelson Gomez - Assistant Engineer

Nelson Gomez, EIT, is an Assistant Engineer at A&M Consulting Engineers. He supports federally and state-funded transportation projects to Caltrans LAPM standards, assisting with PS&E production, quantities and cost estimates, signing/stripping plans, and traffic safety studies. Proficient in Civil 3D and Bluebeam, he maintains projects accurate and on schedule. Colleagues rely on his steady follow-through and clear, can-do communication.



City of Corcoran

2021 Pedestrian and Bicycle Improvements (CMAQ)
Phase 1&2

County of Fresno

Choinumni Park

City of Lemoore

Bush Street Pedestrian Safety Improvements
(HSIP Cycle 10)

County of Tulare

Mooney Grove Dog Park

City of Corcoran

Safe Routes to School (ATP Cycle 5)

County of Tulare

Government Building Parking Lot Improvements

City of Corcoran

Electric Vehicle Charging Infrastructure Network Plan
(STP)

City of Parlier

Flood Control & Groundwater Banking Project (Prop 1)

City of Corcoran

Safe Routes to School Project (ATP Cycle 5)

City of Corcoran

Letts Lift Station Improvements

City of Lemoore

2024 Annual Road Maintenance Project (SB1)

City of Lemoore

19th Avenue Pedestrian Facilities Improvements
Project (CMAQ)

Engineering Experience

4+ Years

Education

California State University, Fresno
B.S. in Civil Engineering

Richard Aviles, PLS - Professional Land Surveyor

Richard Aviles, PLS, is A&M's Professional Land Surveyor. He leads field and office surveying from planning through closeout, managing Records of Survey, boundary control, ALTA/NSPS maps, and topographic mapping for design. Richard prepares legal descriptions and plats, performs utility investigations, and directs construction staking and as-built verification. Proficient with GNSS/total station workflows and 3D HDS scanning, he delivers precise data, clear deliverables, and responsive coordination so designers and contractors build confidently and on schedule.



County of Tulare

County of Tulare Government Building Parking Lot Improvements - Phase 2

County of Tulare

2637 W Burrel Avenue Parking Lot Reconstruction

City of Corcoran

Gateway Park (Prop 68)

City of Corcoran

Safe Routes to School (ATP Cycle 5)

City of Parlier

Fig Tree Park (Urban Greening)

City of Corcoran

2020 Pedestrian and Bicycle Improvements CMAQ Phase 1 & 2

City of Parlier

Sequoia Walkway

City of Parlier

Downtown Beautification

City of Corcoran

Dairy Avenue Pedestrian Safety Improvements (HSIP Cycle 10)

City of Parlier

Flood Protection Project (UFP Grant Program)

City of Corcoran

Water Treatment Plant Storm Water Basin Relocation

City of Lemoore

Fox Street & 19th Avenue Roadway Repairs (CMAQ)

City of Lemoore

Pedestrian Facility Crossing (HSIP)

City of Corcoran

2024 Pedestrian and Bicycle Improvements Phase 1 & 2 (CMAQ)

City of Parlier

Tuolumne Street Pedestrian Safety Improvements (HSIP Cycle 10)

Surveying Experience

10+ Years

Education

B.S. in Geomatics Engineering,
Sacramento City College

Daniel Cerda, PLS - Professional Land Surveyor

Daniel Cerda, PLS, is A&M's Professional Land Surveyor. He manages field and office surveying from scoping to closeout, delivering Records of Survey, boundary control, ALTA/NSPS and topographic maps for design. Daniel prepares legal descriptions and plats, leads utility investigations, and directs construction staking and as-built verification. Skilled with GNSS/total stations and 3D HDS scanning, he provides accurate data, clear deliverables, and responsive coordination so engineers and contractors build with confidence and stay on schedule.



County of Tulare

Mooney Grove Dog Park

City of Selma

Branch Canal Parkway (ATP Cycle 6)

City of Selma

SR-99 Gateway to Downtown Revitalization Project
(Clean CA Local Grant Program)

City of Corcoran

Community Beautification & Cleanup

City of Parlier

Parlier Avenue Roundabout

City of Corcoran

2021 Pedestrian and Bicycle Improvements CMAQ
Phase 1 & 2

City of Parlier

Water Storage Tank Improvements

City of Parlier

Fig Tree Park (Urban Greening)

City of Parlier

Zediker & Zulma Crosswalk

City of Parlier

Sequoia Walkway

City of Lemoore

Bush Street Pedestrian Safety Improvements
(HSIP Cycle 10)

City of Parlier

Police Department Parking Lot Improvements

City of Parlier

Avila Sewer Improvements

Surveying Experience

10+ Years

Education

B.S. in Geomatics Engineering,
California State University, Fresno

Registration

Professional Land Surveyor,
State of California No. 9445

Luis Lopez, LSIT - Assistant Land Surveyor

Luis Lopez, LSIT, is an Assistant Land Surveyor at A&M Consulting Engineers. He supports boundary and topographic surveys, Records of Survey, and construction staking, integrating GNSS/RTK and total station workflows with clean CAD deliverables. Luis processes point clouds and imagery (Pix4D) and builds surfaces and exhibits in Civil 3D; he also applies ArcGIS Pro for mapping and QA. With strong data analysis skills (MATLAB) and modeling experience (Revit/Inventor), Luis turns field data into accurate, ready-to-build plans.



City of Parlier

Guardrail Improvements (HSIP Cycle 11)

City of Corcoran

Guardrail Improvements (HSIP Cycle 11)

City of Parlier

School Corridor Active Transportation Improvements (ATP Cycle 6)

City of Parlier

Limitless Lane Network (ATP Cycle 6)

City of Corcoran

Equitable Health, Safety & Connectivity (ATP Cycle 6)

City of Selma

Branch Canal Parkway (ATP Cycle 6)

City of Parlier

Water Storage Tank Improvements (Small Community Drought Relief Program)

City of Parlier

Tuolumne Street Pedestrian Safety Improvements (HSIP Cycle 11)

City of Corcoran

Orange Avenue Pedestrian Facilities Improvements (CDBG)

City of Parlier

Sequoia Walkway

City of Lemoore

Bush Street Pedestrian Safety Improvements (HSIP Cycle 10)

City of Lemoore

Fox Street & 19th Avenue Roadway Repairs

Surveying Experience

5+ Years

Education

B.S. in Geomatics Engineering,
California State University, Fresno

Val Garcia, CASp - Certified Access Specialist

Val Garcia, a Certified Access Specialist (CASp) with A&M Consulting Engineers, plays a critical role in ensuring civil engineering projects comply with state and federal accessibility standards, including the Americans with Disabilities Act (ADA). His duties include conducting detailed site inspections, reviewing construction documents, and preparing compliance reports to identify and resolve accessibility issues before and during construction. Val contributes his expertise to a variety of civil engineering projects such as roadway improvements, sidewalk and curb ramp installations, park and recreational facility upgrades, and public building renovations, ensuring that all designs and completed works provide safe, equitable, and barrier-free access for all users.



City of Parlier

Building Permit Review

County of Tulare

Mooney Grove Dog Park

City of Corcoran

Gateway Park (Prop 68)

City of Parlier

Fig Tree Park (Urban Greening)

City of Parlier

Sports Park

City of Avenal

Kids Pocket Park (Prop 68)

County of Fresno

Choinumni Park

City of Parlier

Police Department Parking Lot Improvements

City of Selma

Branch Canal Parkway (ATP Cycle 6)

Tulare County

AG Commissioner Secure Parking Lot

City of Avenal

CDBG Sports and Recreation Center

City of Parlier

Flood Protection Project (UFP Grant Program)

City of Corcoran

Boswell Park Improvements

Experience

30+ Years

Registration Number

CASp-731

David Bruce Hernandez, PE

Professional Engineer - A&M Consulting Engineers

Role in Project: Professional Engineer

Key Projects: Selma Tactical Urbanism, City of Corcoran Sewer Master Plan, and City of Selma SR-99 Gateway to Downtown Revitalization.

Education: B.S. in Civil Engineering, M.S. Structural Engineering at Stanford University

Registration: No. 85730



Kyndra Martinez

Assistant Engineer - A&M Consulting Engineers

Role in Project: Assistant Engineer

Key Projects: Parlier Water Tank Improvements, City of Parlier Guardrail Improvements (HSIP Cycle 11), and City of Parlier Flood Protection Project - Phase 2.

Education: B.S. in Civil Engineering, California State University, Fresno



David Del Bosque

Assistant Engineer - A&M Consulting Engineers

Role in Project: Assistant Engineer

Key Projects: City of Parlier Pedestrian Safety Improvements, City of Parlier Basin Improvements Project.

Education: B.S. in Bioengineering, University of California, Merced



Edward Magana, EIT

Assistant Engineer - A&M Consulting Engineers

Role in Project: Assistant Engineer

Key Projects: City of Lemoore Fox St & 19th Avenue Roadway Repairs, City of Corcoran Guardrail Improvements (HSIP Cycle 11).

Education: B.S. in Civil Engineering, California State University, Fresno



Alexis Gutierrez

Assistant Engineer - A&M Consulting Engineers

Role in Project: Assistant Engineer,
Construction Management

Education: B.S. in Civil Engineering,
California State University, Chico



Graciela Aguilar

Administrative Specialist - A&M Consulting Engineers

Role in Project: Outreach Coordinator, Certified Payroll
Specialist

Education: B.S. in Communications,
California State University, Bakersfield



Mary Espinosa

Administrative Specialist - A&M Consulting Engineers

Role in Project: Outreach & Grant Coordinator

Education: B.S. in Sociology,
University of California, Berkeley



**CITY OF EXETER
AGREEMENT FOR PROFESSIONAL SERVICES
CITY ENGINEER**

THIS AGREEMENT made and entered into this ____ day of _____, 2026, between the City of Exeter, a municipal corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" and made a part hereof, which include serving as the "City Engineer" in accord with City's Charter and Code of Ordinances (Municipal Code). Consultant shall perform all of these services to the satisfaction of the City. Consultant represents and warrants that it has the qualifications, experience, licenses and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law.
2. STATUS OF CONSULTANT. Consultant is, and shall at all times, remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.
3. CONSULTANT KNOWLEDGE OF APPLICABLE LAWS. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.
4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement.

Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim

Consultant may have to any such rights.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation and reimbursement to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Unless otherwise specified in Exhibit B, payments shall be made within thirty (30) days after receipt of each invoice as to non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant in (thirty) 30 days of receipt of an invoice of any disputed fees set forth on the invoice.
6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Administrator. Consultant shall be compensated for any additional services in the amounts and in the manner agreed to by the City Administrator and Consultant at the time City's written authorization is given to Consultant for the performance of said additional services.
7. ASSIGNMENT. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer any of portion this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Administrator. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City, or its designees, at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of five years after receipt of final payment.
9. TERM AND TERMINATION OF AGREEMENT. This Agreement will commence on _____, 2026 and shall continue for three (3) years, until _____, 2029, with the mutual option to extend for two additional one (1) year periods, with at least sixty (60) days prior written notice. This Agreement may be terminated with cause by either party upon thirty (30) days written notice. Additionally, this contract may be terminated for convenience by wither party with sixty (60) days written prior notice. In the event of termination, Consultant shall be compensated for actual non-disputed costs incurred under the terms of this Agreement up to the date of termination.
10. COOPERATION BY CITY. All information, data, reports, records, and maps as are existing and available to City, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.
11. OWNERSHIP OF DOCUMENTS. All original maps, models, designs, drawings, photographs, studies,

surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, Consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but depending on the specific facts and circumstance may have no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. CONFLICTS OF INTEREST. Consultant covenants that neither Consultant nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services herein. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor without the express written consent of the City Administrator. If required by the City Administrator or the City's local conflict of interest code, Consultant's principles, officers, employees or agents shall file disclosure statements pursuant to the Political Reform Act, Government Code Section 87200.

City understands and acknowledges that Consultant is, as of the effective date of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section, unless otherwise required by law.

14. DEFAULT. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement by written notice to the Consultant as set forth above. Default shall mean any failure to comply with any covenant, condition or term of this Agreement.

15. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT’s performance of its obligations under this agreement or out of the operations conducted by CONSULTANT, including the CITY’s active or passive negligence, 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 CONSULTANT’s performance of this agreement, CONSULTANT shall provide a defense to the City Indemnitees, or at the City’s option, reimburse the City Indemnitees their costs of defense, including reasonably legal counsels’ fees, incurred in defense of such claims. To the extent that there is any conflicting language, conditions or clauses in the attached scope of services or other exhibits to this agreement, including conflicting hold harmless indemnification clauses or language, or clauses purporting to place monetary or other restrictions on liability, this Section shall take supersede and take precedence over said clauses or language.

If pursuant to this agreement, CONSULTANT is providing design professional services, the above paragraph and any provisions, clauses, covenants, and agreements contained in, collateral to, or affecting this agreement, that purports to indemnify, including the duty and the cost to defend, the indemnitee by a design professional against liability for claims against the indemnitee, shall be unenforceable, except to the extent that the claims against the indemnitee arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. In no event shall the cost to defend charged to the design professional exceed the design professional’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event that one or more defendants is unable to pay their share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived or modified by contractual agreement, act, or omission of the parties. Contractual provisions, clauses, covenants, or agreements not expressly prohibited herein are reserved to the agreement of the parties.

For purposes of this section, “design professional” includes all of the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

The provisions of this section pertaining to the duty and cost to defend shall not apply to either of the following:

- A Any contract for design professional services, or amendments thereto, where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.
- B A design professional who is a party to a written design-build joint venture agreement.

16. INSURANCE. The Consultant agrees to maintain in force at all times the following insurance with a current A.M. Best's rating of no less than A:VII:

- A. Worker's Compensation insurance covering employees of the Consultant in such amounts as required by law.
- B. Commercial General Liability insurance in the amount of Two Million Dollars (\$2,000,000), naming the City as an additional insured.
- C. Professional liability insurance in an amount of Two Million Dollars (\$2,000,000).
- D. Errors and Omissions liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence.
- E. Automobile liability insurance in the amount of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.
- F. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officers, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- G. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The City, its officers, officials, employees and volunteers to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - 2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Consultant, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - 4. The Consultant's insurance shall apply separately to each insured against whom claim is made

or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after (30) day's prior written notice by Certified Mail, Return Receipt Requested, has been given to the City.
 - H. Consultant shall furnish the City Clerk annually with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on his behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications in the form of a Certificate of Insurance.
17. NON-DISCRIMINATION CLAUSE. Consultant shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition, marital status, or any other classification protected by law in connection with or related to the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88- 352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.
18. FEDERAL IMMIGRATION AND NATIONALITY ACT. To the extent required by all applicable laws, Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act. Should Consultant so employ unauthorized persons for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized persons, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.
19. ENTIRE AGREEMENT. This Agreement is the complete, final, entire, and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.
20. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, the parties agree that it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
21. ASSISTANCE OF COUNSEL. Each party to this Agreement warrants to each other party, as follows:
 - A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and

B. That each party has lawfully authorized the execution of this Agreement.

22. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. This Agreement is entered into and is to be performed in Tulare County, California. To the fullest extent permitted by law the parties waive the applicable venue removal provisions set forth in California Code of Civil Procedure Sec. 394.
23. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.
24. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.
25. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, or sent by email, facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To City:
Zachary Broudreux
350 W. Firebaugh, PO Box 237
Exeter, CA 93221
zboudreaux@exetercityhall.com

To Consultant:
Attention: Javier Andrade
220 N. Locust St.
Visalia, CA 93291
javier@am-engr.com

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

26. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.
27. MEDIATION. In the event of a dispute between the parties, and prior to the commencement of any litigation, the parties agree to engage in good faith efforts to mediate the dispute, and to mutually agree on a mediator for that purpose.
28. ATTORNEYS' FEES. If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in

that litigation or in a separate action brought for that purpose.

29. To the extent any sections, clauses, or language of this Agreement conflict with language in the Scope of Services of any attachment, the language in this Agreement shall take precedence over the attachment. Any contrary statement in the attachments/exhibits shall have no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Exeter

A&M Consulting Engineers

Jason Ridenour, City Administrator

Javier Andrade, Principal Civil Engineer

DRAFT

Exhibit A
Scope of Services

The Engineer, when requested and authorized to do so by the City, should be able to provide the following scope of services on general and/or project assignments during the term of this Agreement. The City Engineer works under the day-to-day supervision of the City Administrator and Public Works Director.

Engineering, Design Services & Technical support:

- A. Provide engineering consultation with respect to City projects, including but not limited to, water, wastewater collection and disposal, and recycled water systems, drainage, storm water management, rate and fee structures, permits, public infrastructure and roadway improvements, and public facility/infrastructure financing programs. Adhere to City Codes, Ordinances & specifications, functioning as the City Engineer for the City.
- B. Provide engineering and feasibility studies with respect to City needs for compliance with Sewer and Collection system general permits, water treatment, supply, distribution, sewer storage and disposal; assessment districts activities, and utility rates.
- C. Provide engineering and prepare plans, specifications and bid documents for City projects.
- D. May be required to provide periodic job site visits during the construction/repair/replacement of public infrastructure and facilities as appropriate to become generally familiar with the progress and quality of work and to determine that in general the work is being completed in conformance with the approved plans, specifications and applicable City Standards.
- E. Provide assessment and benefit City engineering services on public financing projects.
- F. Provide engineering estimates for capital improvements and special consulting services to the City.
- G. Prepare for and attend City Council meetings to discuss specific items requiring engineering expertise as requested.
- H. Provide construction staking and construction observation services on City's projects.
- I. Provide additional engineering services as requested by the City.
- J. Update City plans and specification drawings utilizing CAD.
- K. Keep City Code and specifications up to date as needed to keep City up to date with regulations, in conjunction with the assistance of the City Attorney.

Technical Services

- A. Provide project management services if needed.
- B. Provide review and recommendations on applications for extension of facilities.
- C. Review submitted plans and specifications for conformance with the City's Code, ordinances, design and construction standards, adopted utility (and other) master plans and generally accepted engineering principles.
- D. Prepare for and attend City Council meetings to discuss specific items requiring engineering expertise.
- E. Prepare and periodically review the City's design and construction standards for water, sewer, recycled water and drainage facilities.
- F. Provide additional technical support services as requested by the City.
- G. Provide surveying and staking as needed.

Exhibit B

[RATE AND FEE SCHEDULE – TO BE NEGOTIATED]

DRAFT



Agenda Item Staff Report

Agenda Item Number:

I.5.

Meeting Date:

January 27, 2026

Wording for Agenda:

Consider Authorizing the Transition of Park and Landscape and Lighting Maintenance Assessment District (LLMAD) Maintenance Services to In-House Operations.

Submitting Department:

Public Works

Contact Name:

Zachary Boudreaux, Director of Public Works

Department Recommendation:

Staff recommends that the City Council take the following actions:

1. Authorize staff to transition Park and Landscape and Lighting Maintenance Assessment District (LLMAD) landscape maintenance services in-house to be performed by City Staff.
2. Approve termination of the existing parks maintenance contract with BrightView Landscape Services in accordance with the contract.
3. Authorize termination of the expired maintenance contract with ABLE Industries for the Belmont Path and Visalia Road medians.
4. Authorize the allocation and recruitment to fill three (3) Maintenance I positions within the Public Works Department.
5. Approve a one-time purchase of necessary landscape maintenance equipment and materials from Cal Turf (Tulare, CA) utilizing the Sourcewell cooperative purchasing program in accordance with State of California purchasing guidelines.
6. Appropriate the necessary funding as presented by the City Administrator.

Summary:

The City currently utilizes contracted landscape maintenance services for parks and Landscape and Lighting Maintenance Assessment District (LLMAD) areas. Based on Council direction, Staff developed a plan to transition these services to a traditional in-house model within the Public

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Works Department to improve service consistency, responsiveness, operational control, and long-term cost management.

This action would include terminating existing contractor agreements, authorizing the recruitment of three Maintenance I positions, and approving the purchase of equipment necessary to perform landscape maintenance services using cooperative purchasing.

Background:

The City is responsible for the maintenance of numerous landscaped areas throughout the community, including parks and Landscape and Lighting Maintenance Assessment District (LLMAD), and facilities such as street medians and pedestrian pathways. These areas require ongoing maintenance, including mowing, irrigation inspections and minor repairs, trimming, weed abatement, and general landscape upkeep.

Currently, landscape maintenance services are divided among the following contractors:

- **BrightView Landscape Services**, which provides contracted maintenance for parks; and
- **ABLE Industries**, which provides maintenance for the Belmont Path and Visalia Road medians; and
- **Perfect Care Landscape**, who maintains the LLMAD areas.

While contracted have historically met maintenance needs, throughout the years, staff has identified several operational challenges that are increasingly affecting service delivery, including:

- Limited flexibility and responsiveness to urgent issues such as irrigation failures, public complaints, event preparation;
- Inconsistent maintenance quality across parks and LLMD areas;
- Reduced ability for the City to prioritize work based on immediate community needs;
- Increasing contract costs and limited control over future cost increases; and
- Increased administrative workload associated with contract oversight and performance management.

Transitioning landscape maintenance services in-house would allow the City to directly manage scheduling, work prioritization, and quality standards, while providing greater operational flexibility. This approach would also allow Public Works staff to coordinate landscape maintenance with other City operations, including street maintenance, irrigation repairs, tree work, cleanup activities, and special event preparation.

To successfully implement this transition, the Public Works Department must be adequately staffed and equipped to safely and effectively maintain the City's landscaped assets.

Fiscal Impact:

The City's current adopted budget allocates \$146,518.00 for landscape maintenance services, consisting of \$86,580.00 for parks maintenance and \$59,938.00 for LLMAD maintenance.

At the October 28, 2025, City Council meeting, Council authorized execution of a new contract for parks maintenance with BrightView Landscape for a total of \$148,740.00 for parks maintenance alone. This increased the combined annual cost for parks and LLMAD maintenance to \$208,678.00. To address this increase, Council approved the use of \$62,160.00 in unappropriated Measure P funds to cover the cost difference for the current fiscal year.

The estimated startup cost including vehicle upgrades, trailer purchase, and equipment purchases is estimated at \$86,692.81. The estimated cost of operation to provide citywide landscape maintenance services in-house is \$314,040.04, which includes staffing, vehicle and equipment replacement funding, and ongoing maintenance costs.

- The difference in cost of operation between the original budgeted amount of \$146,518.00 and the proposed in-house cost is \$167,522.04 annually.
- The difference between the current contracted cost of operation and the proposed in-house cost of operation is \$105,362.04.

Staff recommends a one-time appropriation of unappropriated Measure P funds for necessary vehicle upgrades, equipment purchases, and operational cost increase for the remainder of the fiscal year including:

- Landscape maintenance equipment: \$78,292.81
- Enclosed cargo trailer: \$6,000.00
- Vehicle Upgrades \$2,400.00
- Operational Cost \$28,566.00

The total one-time appropriation is \$115,258.81

Staff recommend addressing the increase in operating costs in the FY 2026/27 budget. Additionally, Council adopted a Measure R funding resolution on January 13, 2026, in the amount of \$35,000 annually for three years, to be utilized to fund maintenance near bike and pedestrian trails and walkways. The Measure R funding is pending formal approval by the Tulare County Association of Governments.

Prior City Council Actions:

- On June 28, 2022, the Council awarded and authorized the City Administrator to execute a contract with Valley Green Landscape and Maintenance for a one-year term with four (4) optional one-year extensions for LLMAD maintenance.
- On December 12, 2023, staff presented bid results for RFB 23-008, with Perfect Care Landscape and Maintenance identified as the lowest responsible bidder for LLMAD maintenance.

- On January 1, 2024, the City began the contract with Perfect Care Landscape and Maintenance in the amount of \$102,924 for LLMAD maintenance.
- On January 24, 2024, the City Council approved Amendment No. 1 to the agreement with Perfect Care Landscape and Maintenance establishing tiered levels of service in the amount of \$58,164.
- On March 11, 2025, Council authorized a one-year extension with Perfect Care in the amount of \$59,938.
- July 22, 2025 – Council authorized termination of the prior parks maintenance contract with Clean Cut Landscape.
- August 12, 2025 – Council authorized issuance of a Request for Bids (RFB) for parks maintenance services and termination of the existing contract.
- October 28, 2025 – Council authorized award of the parks maintenance contract to BrightView Landscape Services.

Attachments:

- Equipment Quotes from Cal Turf of Tulare, CA
- Current Agreement with Brightview Landscape Services
- Expired contract with ABLE Industries for Belmont Path and Visalia Road Median Landscape Maintenance
- Updated Proposed Personnel Allocation

Recommended motion to be made by the City Council:

I move to authorize the transition of park and Landscape and Lighting Maintenance District (LLMD) landscape maintenance services to in-house operations; approve termination of the existing parks maintenance contract with BrightView Landscape Services and the expired maintenance contract with ABLE Industries for the Belmont Path and Visalia Road medians; authorize allocation and recruitment to fill three (3) Maintenance I positions within the Public Works Department; approve the one-time purchase of necessary landscape maintenance equipment and materials from Cal Turf (Tulare, CA) utilizing the Sourcewell cooperative purchasing program in accordance with State of California purchasing guidelines; and appropriate \$115,258.81 of unallocated Measure P Funds for startup and operation expenses through June 30, 2026.

Q U O T A T I O N

California Turf Equipment & Supply Inc.
 956 N J STREET
 TULARE, CA 93274 USA
 Phone #: (559)688-2505
 Fax #: (559)688-0861

PHONE #: (559)592-3318 Ext: dan
 CELL #:
 ALT. #:
 P.O.#:
 TERMS: **Net 30**
 SALES TYPE: **Quote**

DATE: **12/29/2025**
 ORDER #: **398073**
 CUSTOMER #: **1470**
 CP: **ANDREW**
 LOCATION: **1**
 STATUS: **To Be Invoiced**

BILL TO 1470

CITY OF EXETER
 350 W FIREBAUGH
 EXETER, CA 93221

SHIP TO

CITY OF EXETER
 350 W FIREBAUGH
 EXETER, CA 93221

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
STI	FS94R	Fs94R-Straight-Flex-Loop-24.1Cc-Autocut2 - 41492000061Us	2	\$449.99	\$343.99	\$687.98
STI	HL94 145	HEDGE TRIMMER	2	\$699.99	\$559.99	\$1,119.98
STI	MS201T 16 CA	MS201T-16"-63PMC355- 1145 200 0224	1	\$1,069.99	\$735.99	\$735.99
STI	FC 111	EDGER	2	\$679.99	\$543.99	\$1,087.98

QUOTED USING STIHL'S SOURCEWELL CONTRACT # 112624-STIHL

This quote is valid for 30 days. Please contact your sales representative to confirm availability prior to acceptance. Prices are subject to change after the validity period.

SUBTOTAL:	\$3,631.93
TAX:	\$299.63
ORDER TOTAL:	<u>\$3,931.56</u>

Q U O T A T I O N

California Turf Equipment & Supply Inc.
 956 N J STREET
 TULARE, CA 93274 USA
 Phone #: (559)688-2505
 Fax #: (559)688-0861

PHONE #: (559)592-3318 Ext: dan DATE: 12/29/2025
 CELL #: ORDER #: 398046
 ALT. #: CUSTOMER #: 1470
 P.O.#: EXM60-Die Omnia CP: ANDREW
 TERMS: Net 30 LOCATION: 1
 SALES TYPE: Quote STATUS: To Be Invoiced

BILL TO 1470

CITY OF EXETER
 350 W FIREBAUGH
 EXETER, CA 93221

SHIP TO

CITY OF EXETER
 350 W FIREBAUGH
 EXETER, CA 93221

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LZS80TDYM604W0	EXMARK DIESEL 25HP YAMAR ENG 60"	1	\$28,099.00	\$22,479.00	\$22,479.00
EXM	MK606	KIT,MULCH 606	1	\$640.19	\$466.00	\$466.00

QUOTED UNDER OMNIA CONTRACT
 **** OMNIA CONTRACT NUMBER 20469

This quote is valid for 30 days. Please contact your sales representative to confirm availability prior to acceptance. Prices are subject to change after the validity period.

SUBTOTAL: **\$22,945.00**
 TAX: **\$1,892.96**
ORDER TOTAL: \$24,837.96

Q U O T A T I O N

California Turf Equipment & Supply Inc.
 956 N J STREET
 TULARE, CA 93274 USA
 Phone #: (559)688-2505
 Fax #: (559)688-0861

PHONE #: (559)592-3318 Ext: dan DATE: 12/29/2025
 CELL #: ORDER #: 398024
 ALT. #: CUSTOMER #: 1470
 P.O.#: EXM 96 - OMNIA CP: ANDREW
 TERMS: Net 30 LOCATION: 1
 SALES TYPE: Quote STATUS: To Be Invoiced

BILL TO 1470

CITY OF EXETER
 350 W FIREBAUGH
 EXETER, CA 93221

SHIP TO

CITY OF EXETER
 350 W FIREBAUGH
 EXETER, CA 93221

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LZS88CDYM96RW0	96"LAZER DIESEL 37HP YANMAR 3TNV88C QUOTED UNDER OMNIA CONTRACT **** EXMARK OMNIA CONTRACT NUMBER 20469	1	\$57,199.00	\$45,749.00	\$45,749.00

This quote is valid for 30 days. Please contact your sales representative to confirm availability prior to acceptance. Prices are subject to change after the validity period.

SUBTOTAL: \$45,749.00
 TAX: \$3,774.29
ORDER TOTAL: \$49,523.29

**CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES FOR
THE CITY OF EXETER’S PARKS AND PUBLIC BUILDINGS**

(City of Exeter Bid No. 25-004)

This Agreement, entered into and effective the 1st day of December, 2025 [“Effective Date”], by and between the City of Exeter, hereinafter referred to as the “CITY”, and Brightview Landscape Services, Inc. hereinafter referred to as the “CONTRACTOR”, “BIDDER”, or “SUBRECIPIENT”.

RECITALS

WHEREAS, CONTRACTOR is an **Incorporation** with a primary business address of **5213 E. Pine Ave. Fresno, CA 93727** and EIN: **95-2651541**; and

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

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

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

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

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

1) for cause at any time, or 2) for convenience with thirty (30) days advance written notice. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds. In the event of termination, CONTRACTOR shall only be entitled to payment for work actually performed as of the effective date of the termination.

2. ATTACHMENTS INCORPORATED:

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

Attachment No.	Description of attachment
Attachment 1	City of Exeter RFB 25-004 – Landscape Maintenance Services – Parks and Public Buildings
Attachment 2	CONTRACTOR’s bid in response to RFB 25-004

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

CONTRACTOR shall provide all work/services described in “Scope of Services” in RFB 25-004.

3. CITY COMMITMENTS:

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

Task	Completion Date
Pay contractor on a monthly basis	Within 30 days from date of invoice for completed work

4. COMPENSATION:

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

Total Compensation:	\$148,740.00 Annually Billed monthly at completion of month
Source of funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work.

5. INSURANCE:

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

6. IDEMNIFICATION:

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

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

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

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

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

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

7. AFFIRMATION:

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

8. INTEGRATION/MODIFICATION:

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

9. MEDIATION

With regard to any controversy or claim arising out of or relating to this contract, or the breach thereof, prior to the filing of an court action, the parties agree to mediate the dispute with a mutually agreed-upon mediator.

10. ATTORNEY FEES:

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

11. FIREARMS PROHIBITED:

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

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

CONTRACTOR

Dated: 19-Nov-2025 By: *Fairlight Beard*
Fairlight Beard (Nov 19, 2025 17:36:42 PST)

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

CITY OF EXETER

Dated: 10-Nov-2025 By: *Jason Ridenour*
Jason Ridenour (Nov 10, 2025 13:38:13 PST)

City Administrator

Dated: 3-Nov-2025 By: *[Signature]*
[Signature] (Nov 3, 2025 12:07:48 PST)

City Attorney

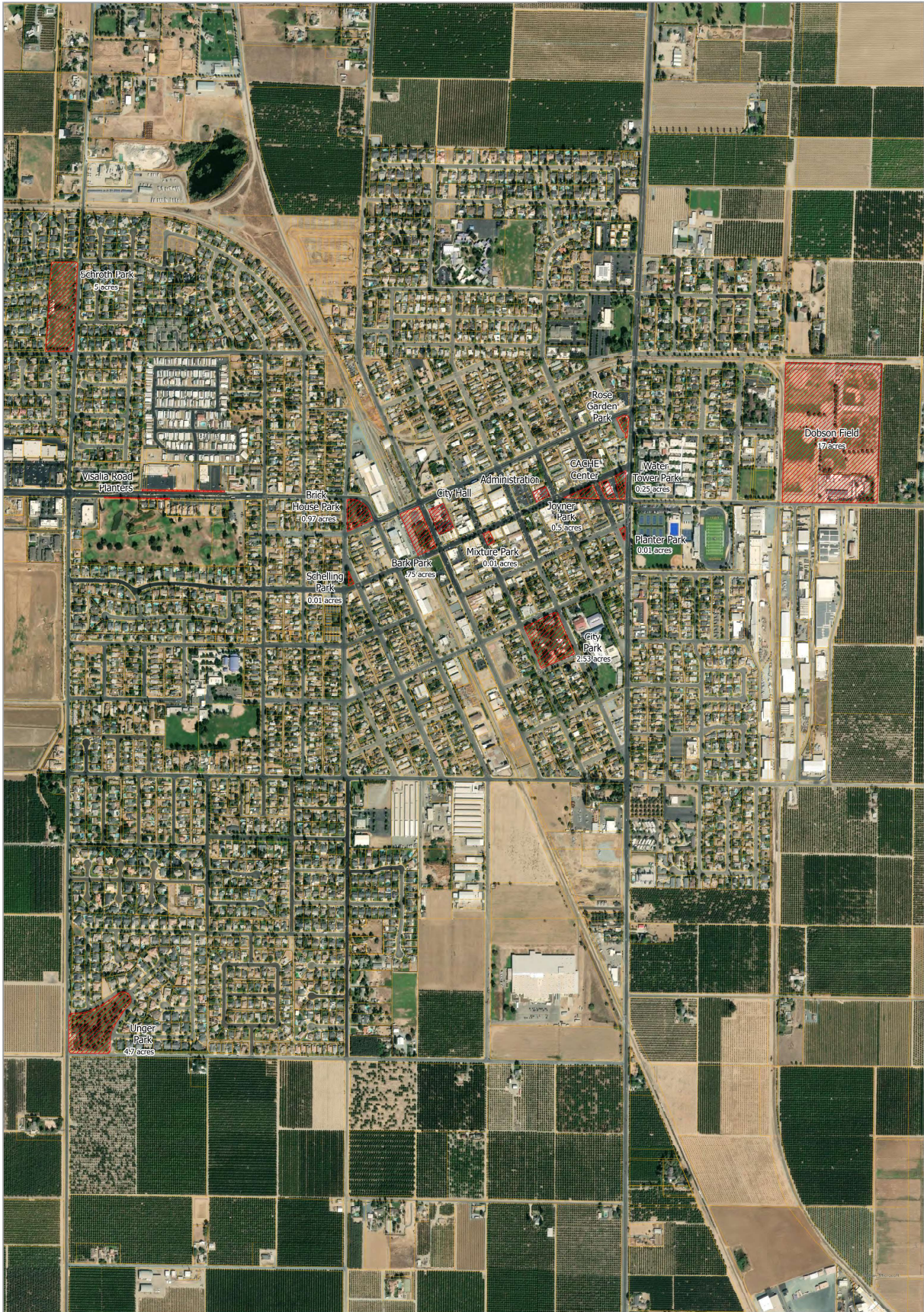
Dated: 3-Nov-2025 By: *[Signature]*

Director of Public Works

Section 8: List of facilities to be maintained

Facility	Location	Acreage
Administration	100 No. C St	
City Hall	137 No. F St	
Dobson Field	East Rocky Hill Drive	17
City Park	Chestnut and "E" Street	2.53
Brick House Park	Palm and Filbert	0.97
Bark Park	Palm and "F" Street	0.75
Joyner Park	Pine and "C" Street	0.5
Mixture Park	Pine and "E" Street	0.01
Water Tower Park	Pine and "B" Street	0.25
Rose Garden Park	Palm and "A" Street	0.22
Schelling Park	Pine and Filbert	0.01
Planter Park	Maple and "B" Street	0.01
Schroth Park	Belmont and Vine	5
Unger Park	Belmont and Glaze	4.7
Visalia Road Planters	West Visalia Road	
CACHE Center	125 S. B Street	

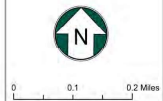
Section 10: Site Map - Landscape Maintenance – Parks and Public Buildings



Parks maintenance RFB



- Parks Maintenance RFB
- Tax Parcels













RFB 2025-04 Contract COE & Brightview Landscaping

Final Audit Report

2025-11-20


Created:	2025-11-03
By:	Francesca Quintana (fquintana@exetercityhall.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuRMYfhg8YcPMKHJxJK7UX6Sbd5Axn-BD

"RFB 2025-04 Contract COE & Brightview Landscaping" History

-  Document created by Francesca Quintana (fquintana@exetercityhall.com)
2025-11-03 - 7:52:13 PM GMT
-  Document emailed to fairlight.beard@brightview.com for signature
2025-11-03 - 7:52:25 PM GMT
-  Document emailed to Jason Ridenour (jridenour@exetercityhall.com) for signature
2025-11-03 - 7:52:25 PM GMT
-  Document emailed to Julia Lew (jmlew@mkjw.com) for signature
2025-11-03 - 7:52:26 PM GMT
-  Document emailed to Zachary Boudreaux (zboudreaux@exetercityhall.com) for signature
2025-11-03 - 7:52:26 PM GMT
-  Email viewed by Zachary Boudreaux (zboudreaux@exetercityhall.com)
2025-11-03 - 7:54:13 PM GMT
-  Document e-signed by Zachary Boudreaux (zboudreaux@exetercityhall.com)
Signature Date: 2025-11-03 - 7:55:00 PM GMT - Time Source: server
-  Email viewed by Julia Lew (jmlew@mkjw.com)
2025-11-03 - 8:06:51 PM GMT
-  Document e-signed by Julia Lew (jmlew@mkjw.com)
Signature Date: 2025-11-03 - 8:07:48 PM GMT - Time Source: server
-  Email viewed by fairlight.beard@brightview.com
2025-11-04 - 5:45:09 AM GMT



Adobe Acrobat Sign

 Email viewed by Jason Ridenour (jridenour@exetercityhall.com)

2025-11-10 - 9:36:52 PM GMT

 Document e-signed by Jason Ridenour (jridenour@exetercityhall.com)


Signature Date: 2025-11-10 - 9:38:13 PM GMT - Time Source: server

 Email viewed by fairlight.beard@brightview.com

2025-11-11 - 2:11:17 AM GMT

 Email viewed by fairlight.beard@brightview.com


2025-11-12 - 6:06:24 PM GMT

 New document URL requested by fairlight.beard@brightview.com

2025-11-20 - 1:32:08 AM GMT

 Email viewed by fairlight.beard@brightview.com

2025-11-20 - 1:33:54 AM GMT

 Signer fairlight.beard@brightview.com entered name at signing as Fairlight Beard

2025-11-20 - 1:36:40 AM GMT

 Document e-signed by Fairlight Beard (fairlight.beard@brightview.com)

Signature Date: 2025-11-20 - 1:36:42 AM GMT - Time Source: server

 Agreement completed.

2025-11-20 - 1:36:42 AM GMT



CITY OF EXETER
VISALIA RD LANDSCAPE MEDIANS – LANDSCAPE MAINTENANCE SERVICES AGREEMENT

WHEREAS, the City of Exeter, is desirous to contract for landscape maintenance service of the City's Visalia Road Landscape Medians; and

WHEREAS, the City of Exeter is not capable of performing the duties with current staffing levels; and

WHEREAS, the City of Exeter and Able Industries have entered into an agreement for such services under the following terms and conditions:

1. The parties herein agree that ABLE Industries, Inc. will be responsible for the monthly maintenance of the City's Visalia Road Landscape Medians.
2. It is further agreed among the parties herein that ABLE Industries, Inc. is and shall be an Independent Contractor of the City of Exeter and is not subject to employee provisions of employment.
3. It is further agreed that this agreement shall be effective on October 11, 2023 and shall be fully operative and binding on all parties until October 10, 2025.
4. Parties agree to the requirements set forth in "Exhibit I" of this agreement in regards to the responsibilities of both parties.
5. The City of Exeter shall pay ABLE Industries, Inc. a monthly fee to perform said services as set forth in "Exhibit I" of this agreement.
6. Additional Services: If the City of Exeter requests ABLE Industries, Inc. to perform any services or to provide materials other than those specified in this agreement, the City shall pay for such additional services or materials on a time and materials basis.
7. Payment for services: The City of Exeter shall pay ABLE Industries, Inc. within 30 days of receipt of invoice for the previous month's services. It is understood that invoices received after the 1st of the month may be delayed for payment.
8. Access: The City of Exeter agrees to allow the agents and representatives of ABLE Industries, Inc. to have access to the specified landscape maintenance areas at any time during regular working hours, for the sole purpose of performing the aforementioned services.
9. Entire Agreement: This Agreement, and "Exhibit I" ABLE Industries, Inc. Service Proposal and Fees, represent the entire Agreement between the City of Exeter and ABLE Industries, Inc., and supersedes any prior written or oral representations.
10. The parties are bound by this Agreement and any documents incorporated herein so far as they relate in any way, directly or indirectly, to the services, equipment and materials furnished by ABLE Industries, Inc. for the City of Exeter. To the extent the language in this Agreement and in any Exhibit or documents incorporated herein conflict, the language in this Agreement shall prevail.
11. The term of this Agreement shall commence as of the date of October 11, 2023 and shall continue in full and effect for two (2) years. Either the City of Exeter or ABLE Industries, Inc. can terminate this agreement, in whole or in part, at any time. The terminating party shall give a thirty (30) day prior written notice to the other party.
12. Indemnity: ABLE Industries, Inc. shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with ABLE Industries, Inc. 's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. It is the intent of the parties that ABLE Industries, Inc. will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is

further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

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

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

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

13. Insurance

General Liability:

ABLE Industries, Inc. 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 and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. A combination of a general liability policy and excess liability policies may be utilized to achieve these limits. ABLE Industries, Inc.'s general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

Auto Liability:

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

Workers' Compensation:

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

ABLE Industries, Inc. shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

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

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

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

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

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

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

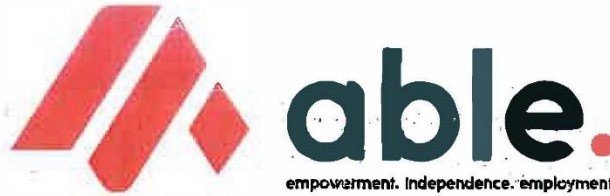
14. Attorney Fee and Costs: If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in the Litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its cost for the litigation including expert witness fees and a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.
15. Venue and Jurisdiction: The parties agree that this Agreement is entered into and to be performed in Tulare County, California. If any legal proceeding or other legal action relating to this Agreement is brought or otherwise initiated, the venue shall be the Tulare County Superior Court, located in Visalia, California which shall be deemed a convenient forum, and to the fullest extent permitted by law waive the removal provisions of California Code of Section 394. The parties to this Agreement expressly and irrevocable consent and submit to the jurisdiction of the courts of the State of California.
16. Successors and Assigns. This Agreement may not be assigned nor delegated by either party without the written consent of the other party.
17. Ambiguities: Each party and its legal counsel have participated fully, or had the opportunity to participate fully, in the review and revisions of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party
18. Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

This is entered into effect this **11th day of** October, 2023 by the parties herein below mentioned.

_____ Title _____ Date _____
City of Exeter

_____ Title _____ Date _____
ABLE Industries, Inc.

“EXHIBIT I”
ABLE Industries, Inc. Proposal and Fees



Service Proposal & Agreement

Date: 8/22/23

Customer: City of Exeter

Location: Visalia Road Medians

Attn: Damon Qualls dqualls@exetercityhall.com

I. Contractor Responsibilities

- A. ABLE agrees to provide and complete all services described under the attached Scope of Work.
- B. ABLE agrees to provide all labor and equipment agreed upon with customer.

II. Customer Responsibility

- A. Customer agrees that ABLE is not responsible for cleaning up blood, bodily fluid spills, food waste or any biohazardous waste.
- B. The customer agrees to provide working water and electrical for use of contractor.
- C. When applicable: Customer agrees to provide secure storage for contractor's equipment if agreed to leave on site of customer's facility.

Customer agrees to contractor having access to the facility during service days and hours. If no access is available, the contractor will not service the facility.

- D. The customer agrees to contact the supervisor listed if any problems occur. Joseph Plazola (559) 697-9737

III. Period of Agreement and Service Times

- A. New service agreement will commence TBD.
- B. Regular service times will be 1x weekly for 1 hour at each location. Total of 2 locations. Between the hours of: 6:00am - 12:00pm. Able will provide the following crews: 1
One Instructor and three trainees

2505 N Shirk Rd., Visalia, CA 93291
(559) 651-8150 Fax (559) 667-4445
www.ableinc.org



IV. Cost of Service

- A. Customer agrees upon the price of \$90.00 an hour for service.
- B. This price is an estimate any changes are to be put in writing and signed off by customer.
- C. ABLE observes all major holidays and does not service unless requested. If the customer chooses service on an observed holiday, an additional \$37.50 per hour charged for service hours.

V. Contractor Insurance Coverage

- D. ABLE carries their own insurance, including but not limited to, general commercial liability, worker's compensation, and automobile coverage with limits sufficient to cover ABLE's obligations under this agreement, and a copy of the Certificate of Liability Insurance is available upon request.

Proposal Estimate

Service price for 1 crew @ \$90.00 hour.

Clean up road median 1hr weekly

Monthly Service \$360.00

: Trash / Litter Removal, Lite Pruning
of Trees and Shrubs, Weed Abatement
Blowing off Paved Areas, General Clean-up

**2505 N Shirk Rd., Visalia, CA 93291
(559) 651-8150 Fax (559) 667-4445
www.ableinc.org**



PROPOSAL ACCEPTANCE

City of Exeter
Cc Daymon Qualls
Director of Public Works

By signing below, you agree to the terms and pricing set forth in our proposal. We thank you for the opportunity to provide you with excellent service, care, and professionalism.

Name: _____ Title: _____

Signature: _____ Date: _____

ABLE INDUSTRIES, INC.

Name: Ramon Camarena Title: CES Program Manager

Signature: [Signature] Date: 8/22/23

Name: Brandi Totty Title: Controller

Signature: [Signature] Date: 8/22/23

2505 N Shirk Rd., Visalia, CA 93291
(559) 651-8150 Fax (559) 667-4445
www.ableinc.org

CITY OF EXETER
BELMONT BIKE PATH – LANDSCAPE MAINTENANCE SERVICES AGREEMENT

WHEREAS, the City of Exeter, is desirous to contract for landscape maintenance service of the City’s Belmont Bike Path; and

WHEREAS, the City of Exeter is not capable of performing the duties with current staffing levels; and

WHEREAS, the City of Exeter and Able Industries have entered into an agreement for such services under the following terms and conditions:

1. The parties herein agree that ABLE Industries, Inc. will be responsible for the monthly maintenance of the City’s Belmont Bike Path.
2. It is further agreed among the parties herein that ABLE Industries, Inc. is and shall be an Independent Contractor of the City of Exeter and is not subject to employee provisions of employment.
3. It is further agreed that this agreement shall be effective on October 11, 2023 and shall be fully operative and binding on all parties until October 10, 2025.
4. Parties agree to the requirements set forth in “Exhibit I” of this agreement in regards to the responsibilities of both parties.
5. The City of Exeter shall pay ABLE Industries, Inc. a monthly fee to perform said services as set forth in “Exhibit I” of this agreement.
6. Additional Services: If the City of Exeter requests ABLE Industries, Inc. to perform any services or to provide materials other than those specified in this agreement, the City shall pay for such additional services or materials on a time and materials basis.
7. Payment for services: The City of Exeter shall pay ABLE Industries, Inc. within 30 days of receipt of invoice for the previous month’s services. It is understood that invoices received after the 1st of the month may be delayed for payment.
8. Access: The City of Exeter agrees to allow the agents and representatives of ABLE Industries, Inc. to have access to the specified landscape maintenance areas at any time during regular working hours, for the sole purpose of performing the aforementioned services.
9. Entire Agreement: This Agreement, and “Exhibit I” ABLE Industries, Inc. Service Proposal and Fees, represent the entire Agreement between the City of Exeter and ABLE Industries, Inc., and supersedes any prior written or oral representations.
10. The parties are bound by this Agreement and any documents incorporated herein so far as they relate in any way, directly or indirectly, to the services, equipment and materials furnished by ABLE Industries, Inc. for the City of Exeter. To the extent the language in this Agreement and in any Exhibit or documents incorporated herein conflict, the language in this Agreement shall prevail.
11. The term of this Agreement shall commence as of the date of October 11, 2023 and shall continue in full and effect for two (2) years. Either the City of Exeter or ABLE Industries, Inc. can terminate this agreement, in whole or in part, at any time. The terminating party shall give a thirty (30) day prior written notice to the other party.
12. Indemnity: ABLE Industries, Inc. shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with ABLE Industries, Inc. ’s negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. It is the intent of the parties that ABLE Industries, Inc. will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is

further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

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

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

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

13. Insurance

General Liability:

ABLE Industries, Inc. 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 and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. A combination of a general liability policy and excess liability policies may be utilized to achieve these limits. ABLE Industries, Inc.'s general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

Auto Liability:

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

Workers' Compensation:

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

ABLE Industries, Inc. shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

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

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

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

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

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

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

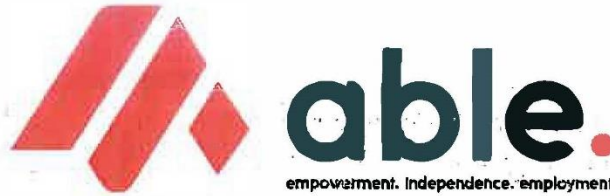
14. Attorney Fee and Costs: If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in the Litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its cost for the litigation including expert witness fees and a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.
15. Venue and Jurisdiction: The parties agree that this Agreement is entered into and to be performed in Tulare County, California. If any legal proceeding or other legal action relating to this Agreement is brought or otherwise initiated, the venue shall be the Tulare County Superior Court, located in Visalia, California which shall be deemed a convenient forum, and to the fullest extent permitted by law waive the removal provisions of California Code of Section 394. The parties to this Agreement expressly and irrevocable consent and submit to the jurisdiction of the courts of the State of California.
16. Successors and Assigns. This Agreement may not be assigned nor delegated by either party without the written consent of the other party.
17. Ambiguities: Each party and its legal counsel have participated fully, or had the opportunity to participate fully, in the review and revisions of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party
18. Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

This is entered into effect this **11th day of** October, 2023 by the parties herein below mentioned.

_____ Title _____ Date _____
City of Exeter

_____ Title _____ Date _____
ABLE Industries, Inc.

“EXHIBIT I”
ABLE Industries, Inc. Proposal and Fees



Service Proposal & Agreement

Date: 8/22/23

Customer: City of Exeter

Location: Belmont Bike Path

Attn: Damon Qualls dqualls@exetercityhall.com

I. Contractor Responsibilities

- A. ABLE agrees to provide and complete all services described under the attached Scope of Work.
- B. ABLE agrees to provide all labor and equipment agreed upon with customer.

II. Customer Responsibility

- A. Customer agrees that ABLE is not responsible for cleaning up blood, bodily fluid spills, food waste or any biohazardous waste.
- B. The customer agrees to provide working water and electrical for use of contractor.
- C. When applicable: Customer agrees to provide secure storage for contractor's equipment if agreed to leave on site of customer's facility.

Customer agrees to contractor having access to the facility during service days and hours. If no access is available, the contractor will not service the facility.

- D. The customer agrees to contact the supervisor listed if any problems occur. Joseph Plazola (559) 697-9737

III. Period of Agreement and Service Times

- A. New service agreement will commence TBD.
- B. Regular service times will be 1x weekly for 1 hour at each location. Total of 2 locations. Between the hours of: 6:00am - 12:00pm.
Able will provide the following crews: 1
One Instructor and three trainees

2505 N Shirk Rd., Visalia, CA 93291
(559) 651-8150 Fax (559) 667-4445
www.ableinc.org



IV. Cost of Service

- A. Customer agrees upon the price of \$90.00 an hour for service.
- B. This price is an estimate any changes are to be put in writing and signed off by customer.
- C. ABLE observes all major holidays and does not service unless requested. If the customer chooses service on an observed holiday, an additional \$37.50 per hour charged for service hours.

V. Contractor Insurance Coverage

- D. ABLE carries their own insurance, including but not limited to, general commercial liability, worker's compensation, and automobile coverage with limits sufficient to cover ABLE's obligations under this agreement, and a copy of the Certificate of Liability Insurance is available upon request.

Proposal Estimate

Service price for 1 crew @ \$90.00 hour.

Clean up bike trail 1hr weekly

Monthly service \$360.00

:Trash / Litter Removal,
Lite Pruning of Trees and
Shrubs, Weed
Abatement.

**2505 N Shirk Rd., Visalia, CA 93291
(559) 651-8150 Fax (559) 667-4445
www.ableinc.org**



PROPOSAL ACCEPTANCE

City of Exeter
Cc Daymon Qualls
Director of Public Works

By signing below, you agree to the terms and pricing set forth in our proposal. We thank you for the opportunity to provide you with excellent service, care, and professionalism.

Name: _____ Title: _____

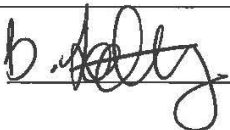
Signature: _____ Date: _____

ABLE INDUSTRIES, INC.

Name: Ramon Camarena Title: CEIS Program Manager

Signature:  Date: 8/22/23

Name: Brandi Totty Title: Controller

Signature:  Date: 8/22/23

2505 N Shirk Rd., Visalia, CA 93291
(559) 651-8150 Fax (559) 667-4445
www.ableinc.org

**CITY OF EXETER
FY2025/2026 PERSONNEL ALLOCATION**

FTE	Dept	CLASSIFICATION	GENERAL FUND							NON-GENERAL FUNDS					Non GF Fund	Total	
			Admin	Fin	General Government	Police	Streets	Rec.	Parks	General Fund	Ins	Meas P	Water	Sewer			Refuse
1	Admin	City Administrator	0.30				0.08			0.38	0.09		0.25	0.28		0.62	1.00
1	Admin	Personnel Officer/City Clerk	0.15		0.20					0.35	0.25		0.25	0.15		0.65	1.00
1	Admin	City Clerk/ HR Manager	0.15		0.20					0.35	0.25		0.25	0.15		0.65	1.00
1	PW	Maintenance Technician					0.15			0.15			0.43	0.42		0.85	1.00
1	PW	Senior Administrative Assistant					0.15			0.15			0.45	0.40		0.85	1.00
1	PW	Operations Manager				0.10	0.20			0.30			0.40	0.25	0.05	0.70	1.00
1	PW	Mechanic II				0.20	0.20			0.40			0.30	0.30		0.60	1.00
1	PW	Crew Leader					0.05		0.20	0.25			0.37	0.38		0.75	1.00
1	PW	Skilled Maintenance Worker					0.35			0.35			0.40	0.20	0.05	0.65	1.00
1	PW	PW Director					0.30			0.30			0.35	0.25	0.10	0.70	1.00
1	PW	Maintenance I					0.10			0.10			0.75	0.15		0.90	1.00
1	PW	Skilled Maintenance Worker					0.10			0.10			0.75	0.15		0.90	1.00
1	PW	Maintenance Technician					0.50			0.50			0.45	0.05		0.50	1.00
3	PW	Maintenance I								-		3.00				3.00	3.00
1	Finance	Office Assistant			0.10					0.10			0.40	0.35	0.15	0.90	1.00
1	Finance	Finance Manager		0.15			0.10			0.25	0.05		0.30	0.35	0.05	0.75	1.00
1	Finance	Finance Director		0.25			0.10			0.35	0.08		0.27	0.30		0.65	1.00
1	Finance	Accounting Assistant			0.30					0.30			0.32	0.32	0.06	0.70	1.00
1	Finance	Accounting Assistant			0.30					0.30			0.32	0.32	0.06	0.70	1.00
1	Rec	Recreation Coordinator							0.95	0.95	0.05					0.05	1.00
1	Rec	Recreation Leader										1.00				1.00	1.00
1	Code Enf	Community Services Officer								-		1.00				1.00	1.00
20	PD	Police Poisons					19.00			19.00		1.00				1.00	20.00
44		TOTAL:	0.60	0.40	1.10	19.30	2.38	0.95	0.20	24.93	0.77	6.00	7.01	4.77	0.52	19.07	44.00
		Funding Allocation %	1.4%	0.9%	2.5%	43.9%	5.4%	2.2%	0.5%	56.7%	1.8%	13.6%	15.9%	10.8%	1.2%	43.3%	100.0%

Police Personnel	
Chief	1
Lieutenant	2
Sergeant	4
Detective	3
Police Officer/ Police Officer Trainee	7
School Resource Officer	1
Records Clerk	1
Sr. Clerk Dispatcher	1
	<u>20</u>

Note on Police Officer Allocation
*1 FTE offset w/Measure P Fund)