



EXETER CITY COUNCIL REGULAR MEETING AGENDA

April 14, 2026, 6:30 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, April 14, 2026, at 6:30 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.

6:30 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 54957.6 – Conference with Labor Negotiations
Agency Negotiator: Shelline Bennett and Jason Ridenour
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. SPECIAL PRESENTATIONS

1. Employee of the Quarter Award (pp. 5 – 6)
Presented by Mayor Johnson

I. CONSENT CALENDAR

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

1. Approval of the March 24, 2026, Regular Meeting Minutes (pp. 7 – 11)
2. Approval of the Payment of Bills for March 20, 2026, March 26, 2026, and April 3, 2026. (pp. 12 – 27)
3. Approval of Payroll for the Period of March 9, 2026, through March 22, 2026 (pp. 28 – 43)
4. Adoption of **Resolution No. 2026-11**, A Resolution of the City Council of the City of Exeter, Approving the Submittal of a Program Income-only Application to the California Department of Housing and Community Development HOME Program for First-Time Homebuyer and Owner-Occupied Rehabilitation Programs in an amount of \$736,537 in Current Funds Along with any Additional Future Program Income (pp. 44 – 49)
5. Approval of a Community Beautification Project Request for Painting Multiple Fire Hydrants with a Patriotic Theme (pp. 50 – 67)
6. Approval of a Request from We Fit Boot Camp and Gym to Host a Car Show Requiring a Street Closure on Saturday April 25, 2026 (pp. 68 – 76)
7. Consider Authorizing the Director of Public Works to Issue an Encroachment Permit for the Use of up to Six (6) Parking Spaces by the Exeter Chamber of Commerce and Harvest Wealth, along with a Permit Fee Waiver for a Drive Through Document Shredding Event (pp. 77 – 82)

8. Consideration of Project Acceptance, Release of Retention Funds and Authorize Filing of a Notice of Completion (NOC) for the Police Department and Administration Building Remodel Project with Sierra Range Construction (pp. 83 – 89)
9. Confirmation of Employment Agreement with Janie Rodriguez for the Position of Finance Director and Authorize the City Administrator to Execute the Agreement (pp. 90 – 98)
10. Approval of a Street Closure for a City-Sponsored Independence Day 5K Run and Community Pancake Breakfast (pp. 99 – 103)

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. Conduct Second Reading and Adopt **Ordinance No. 719**, an Ordinance of the City Council of the City of Exeter Adding Chapter 15.56 to Title 15 of the Exeter Municipal Code to Establish an Expedited Permitting Process for Electric Vehicle Charging Stations Consistent with California Government Code Section 65850.7 (pp. 104 – 116)
Presented by Julia Lew, City Attorney
2. Consider Approval of Request from the Exeter Lions Club to Sponsor the 2026 and 2027 Exeter Lions Independence Celebration (pp. 117 – 120)
Presented by Jason Ridenour, City Administrator
3. Consider Authorizing the Mayor to Sign Letters of Support for SB 1018, SB 1217, SB 1277, and SB 1373 (pp. 121 – 152)
Presented by Jason Ridenour, City Administrator
4. Consider Approval of Landscape Improvement Projects for the Blossom Estates Lighting and Landscape Maintenance District (LLMAD) (pp. 153 – 157)
Presented by Zachary Boudreaux, Public Works Director
5. Consider Award of Contract to Perform a City-Wide Rate Study and Authorize the City Administrator or Designee to Execute Necessary Contracts and Documents Related to the Rate Study (pp. 158 – 192)
Presented by Zachary Boudreaux, Public Works Director

K. CITY COUNCIL ITEMS OF INTEREST

L. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

M. REGULAR MEETING ADJOURNMENT

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

I declare under penalty of perjury that I am employed by the City of Exeter, in the Administrator’s Office; and that I posted this Agenda on the bulletin board outside of City Hall 137 N. F St. Exeter CA 93221 on April 10, 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 100 N. C St., Exeter CA 93221 during normal business hours.



Office of the Mayor

Address: PO Box 237, Exeter, CA 93221

Phone: (559)592-9244

City of Exeter Employee of the Quarter Deputy City Clerk/Personnel Officer Christina Arias

The City of Exeter is proud to recognize Christina Arias as our Employee of the Quarter.

Since joining the City on February 27, 2023, as Deputy City Clerk/Personnel Officer, Christina has consistently demonstrated exceptional professionalism, dedication, and a strong commitment to public service. With over 20 years of experience in both the public and private sectors, she brought with her a wealth of human resources knowledge that has proven invaluable to our organization.

In her role, Christina serves a critical dual function, supporting both the City Clerk's Office and the Human Resources division. Her responsibilities include maintaining official City records, coordinating City Council and Commission meetings, ensuring compliance with the Brown Act and Public Records Act, and administering a wide range of HR functions such as recruitment, employee relations, benefits administration, and policy implementation. She regularly provides high-level administrative support to City leadership while exercising discretion, independent judgment, and a strong understanding of municipal operations.

Beyond her technical expertise, Christina is known for her kindness, positivity, and willingness to support others. She approaches every task with a collaborative mindset and is always eager to learn and grow.

Christina's dedication was especially evident during a recent staffing transition in the Finance Department. Without hesitation, she stepped up to take on payroll responsibilities—ensuring that all City employees continued to be paid accurately and on time despite limited staffing resources. Her willingness to go above and beyond her normal scope of duties exemplifies her commitment to both the organization and her colleagues.

Christina embodies the values of teamwork, reliability, and service excellence. Her contributions do not go unnoticed, and we are grateful to have her as part of the City of Exeter team. Please join us in congratulating Christina Arias on this well-deserved recognition as Employee of the Quarter.

EMPLOYEE OF THE QUARTER

This certificate is proudly presented to :

Christina Arias

Deputy City Clerk/Personnel Officer

In recognition of your outstanding service, dedication, and commitment to excellence in the performance of your duties. Your professionalism, positive attitude, and willingness to go above and beyond reflect the highest standards of public service and exemplify the values of the City of Exeter. Your contributions are greatly appreciated and make a meaningful difference to the City, your colleagues, and the community we serve.

Awarded this 14th day of April, 2026 in recognition of her exceptional contributions.



MAYOR JOHNSON

MAYOR PRO TEM WILSON

COUNCIL MEMBER RIDDLE

COUNCIL MEMBER LENTZ

COUNCIL MEMBER ALVES



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

March 24, 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, March 24, 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 called the closed session to order at 6:00 PM.

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS

No public comments were presented.

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

1. GC 54957.6 – Conference with Labor Negotiations
Agency Negotiator: Shelline Bennett
Employee Groups: All Represented and Unrepresented Employees
2. 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)

7:00 p.m.

D. CALL TO ORDER REGULAR SESSION

Mayor Johnson called the regular session to order at 07:11 p.m. City Attorney Lew noted for the records that there was no reportable action taken out of closed session.

E. INVOCATION

Led by Mayor Johnson.

F. PLEDGE OF ALLEGIANCE

Led by Council Member Alves.

G. PUBLIC COMMENTS

No public comments were presented.

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 the March 10, 2026, Regular Meeting Minutes (pp. 5 – 9)
2. Approval of the Payment of Bills for March 6, 2026 (pp. 10 – 15)
3. Approval of Payroll for the Period of February 23, 2026, to March 8, 2026 (pp. 16 – 23)
4. Consider Adoption of **Resolution No. 2026-08**, A Resolution of the City Council of the City of Exeter, Amending Resolution No. 2021-01 to Clarify Eligibility Requirements for Appointment to the Measure P Oversight Committee and Remove the Familial Relationship Restriction for Committee Members (pp. 24 – 33)
5. Adoption of **Resolution 2026-09**, A Resolution of the City Council of the City of Exeter, Directing the City Engineer to Prepare a Report for the current fourteen (14) City of Exeter Landscape and Lighting Maintenance Assessment Districts 91-01A; 91-01B; 97-01; 98-01; 08-01; 06-01; 05-01; 05-02; 04-02; 04-03; 01-02; 23-01; 25-01, and 25-02 (pp. 34 – 37)

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

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. Conduct a Public Hearing and Introduce for First Reading **Ordinance No. 719**, an Ordinance of the City Council of the City of Exeter Adding Chapter 15.05 to Title 15 of the Exeter Municipal Code to Establish an Expedited Permitting Process for Electric

Vehicle Charging Stations Consistent with California Government Code Section 65850.7 (pp. 38 – 57)

Presented by Julia Lew, City Attorney

City Attorney provided a report for the Council and members of the public. City Attorney clarified for the record that this ordinance would be added to Section 15.56 of the Exeter Municipal Code of Ordinances.

Mayor opened the public hearing at 7:17 p.m. Receiving no public comment, Mayor closed the public hearing at 7:17 p.m.

Introduction of Ordinance No. 719, an ordinance of the City Council of the City of Exeter adding Chapter 15.05 (but revised/renumbered to Chapter 15.56) to Title 15 of the Exeter Municipal Code establishing an expedited permitting process for electric vehicle charging stations consistent with California Government Code Section 65850.7, provide first reading by title only and waive further reading, and direct staff to return the ordinance for second reading and adoption							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	ALVES	(5-0)	AYE	AYE	AYE	AYE	AYE

2. Consider Request from the Exeter 250th (E250) Committee to Accept the Donation of Patriotic and Promotion of Exeter Banners to be Installed on City Light Poles (pp. 58 – 71)

Presented by Jason Ridenour, City Administrator

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

Mayor opened the item up for public comment. No public comments were received.

Approval of request from the Exeter 250th (E250) Committee to Accept the Donation of Patriotic and Promotion of Exeter Banners to be Installed on City Light Poles							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
JOHNSON	ALVES	(5-0)	AYE	AYE	AYE	AYE	AYE

3. Consider Approval of **Resolution No. 2026-10**, A Resolution of the City Council of the City of Exeter, Authorizing a Pilot Decorative Crosswalk Project on State Route 65 at San Juan Avenue (pp. 72 – 75)

Presented by Javier Andrade, City Engineer

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

Mayor opened the item up for public comment. No public comments were received.

Approval and Adoption of Resolution No. 2026-10, A Resolution of the City Council of the City of Exeter, Authorizing a Pilot Decorative Crosswalk Project on State Route 65 at San Juan Avenue							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
RIDDLE	LENTZ	(5-0)	AYE	AYE	AYE	AYE	AYE

- Review of the Preliminary Biennial Budget for Fiscal Years 2026–2027 and 2027–2028 and Provide Direction to Staff (pp. 76 – 115)
Presented by Jason Ridenour, City Administrator

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

Mayor opened the item up for public comment. No public comments were received.

This was an informational item only and no action was taken on this item.

J. CITY COUNCIL ITEMS OF INTEREST

Council Member Alves reported that City basketball has ended and that he was amazed at how many sign ups there were. Council Member Alves expressed appreciation for the strong level of community involvement, noting there are currently nine tee-ball teams this season. He further shared that he will be traveling to Fresno next Tuesday to attend a San Joaquin Valley Air Pollution Control District meeting, where a representative will be nominated.

Mayor Pro Tem Wilson reported that he has been actively attending community events and observed a high level of activity throughout the City. He noted that the Farmers Market was well attended and that the Motor Fest Car Show was successful. He also highlighted a strong turnout at the recent Triathlon and increased activity in the downtown area. Additionally, he attended the grand opening of Stratford’s Chocolates, describing it as a successful event. Mayor Pro Tem Wilson publicly thanked Radiant Church for volunteering to place bark in the planters at the PD/Admin building. He concluded by requesting that an item regarding the Landscape and Lighting Maintenance District (LLMD) for Blossom Estates be brought back for consideration at a future meeting.

Council Member Riddle reported that the City received funding for streetlights and for a street corridor project, with potential for additional funding. She noted that TCTRA is exploring road improvement options for Exeter and shared that she attended and enjoyed a recent Planning Commission meeting. Council Member Riddle also highlighted community contributions, including banner development by Sherri Wilson and an E250 meeting hosted at her home with City Engineer Javier Andrade. She expressed appreciation to Kiwanis for supporting the pool renovation and to the Public Works Department for coordinating permits. She announced the upcoming Fourth of July Golf Cart Parade, sponsored by the Exeter Golf Course, and concluded

by noting strong downtown activity and the success of the Stafford's Chocolates Grand Opening event, including remarks provided by Mayor Johnson.

Council Member Lentz reported that he attended the Motor Fest Car Show.

Mayor Johnson stated that Stafford's Chocolates Grant Opening event was successful and expressed his appreciation for the opportunity to attend. He also thanked City Attorney for her continued service and contributions to the City. Additionally, Mayor Johnson expressed appreciation to the new City Engineer, Javier Andrade, commending him for his work and for consistently following through on his commitments.

K. 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.

L. REGULAR MEETING ADJOURNMENT

Mayor adjourned the meeting at 8:38 p.m.

Francesca Quintana, City Clerk



Agenda Item Staff Report

Agenda Item Number:

I.2.

Meeting Date:

April 14, 2026

Wording for Agenda:

Approval of the Payment of Bills for March 20, 2026, March 26, 2026, and April 3, 2026.

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 approve the payment of bills in the following amount.

- \$211,796.68 dated March 20, 2026.
- \$4,598.07 dated March 26, 2026.
- \$374,443.14 dated April 3, 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: \$590,837.89 dated March 20 through April 3, 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 March 20, 2026
- Payments for Publication Report dated March 26, 2026
- Payments for Publication Report dated April 3, 2026

Recommended motion to be made by the City Council:

I move to approve the payment of bills in the amount of \$590,837.89 dated March 20, 2026 through April 3, 2026.

Report Selection:

Run Group... 032026 Comment... CHECK RUN 03/20/2026

Approval Date for Report..... 03 20 2026

Payments Through Date..... 03 20 2026

Cutoff Amount to be Used..... 0000000

RUN GROUP... 032026 COMMENT... CHECK RUN 03/20/2026

DATA-JE-ID DATA COMMENT

D-03202026-789 CHECK RUN 03/20/2026

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 3/20/2026 for Payments Through 3/20/2026

Vendor Name	Description	Amount
A.R.E AUTO PARTS INC.	4 SQUARE HITCH RECEIVER	771.86
ABLE INDUSTRIES, INC	02/26 MAINT VISALIA RD	697.50
ACLARA TECHNOLOGIES LLC	MTU WTR OD2 ENCDR 1P RNG	59.81
AT&T	FEB 2026 LIVESCAN	424.80
BASIC	EXCESS EVENT LETTERS	120.01
BIG TEX TRAILER WORLD INC	DUMP TRAILER- PARK MAINT	11,142.16
BUZZ KILL PEST CONTROL	FEB 1907 W MEYER PEST CO	238.00
CALIFORNIA BUSINESS MACHINES	ADMIN 2/1-2/28/26 OVERAG	806.18
CARDOZA/ PAUL	FEB PARK PLACE 2 LAWN MA	5,618.29
CENTRAL CAL WATERWORKS, INC	CPO MAR 2026 WWTP	17,682.46
CHARTER COMMUNICATIONS	3/6-4/5/26 MEDIA SERVICE	126.12
COLLINS & SCHOETTLER	JAN 2026 CITY PLANNING	10,956.00
CONSENSUS CLOUD SOLUTIONS	EFAX MAR MAINTENANCE FEE	188.31
CONSOLIDATED ELECTRICAL DISTRI	90D ELBOW BE	348.70
COZADAMS CLEANING LLC	FEB 2026 CLEANING SERVIC	910.00
DATA TICKET, INC	JAN CITATION PROCESSING	153.42
DAVID WELLHOUSE & ASSOCIATES	CLAIMS FILES	2,300.00
DELTA LIQUID ENERGY, ARRO AUTO	MOTOR VECHICLE FUEL	31.29
EMPLOYER DRIVEN SOLUTIONS	APRIL 2026 COVERAGE	889.00
EXETER IRRIGATION & SUPPLY	GALV UNION 2"	93.80
EXETER MERCANTILE CO.	ROOF CEMNT ELASTO-PD/ADM	344.34
EXETER MOTORS, INC.	ELEMENT ASY	151.25
EXETER PLUMBING CO.	31 HAZARD ASSSMNT	1,705.00
FERGUSON US HOLDINGS, INC	NP 2 PRES VB	1,264.15
FP MAILING SOLUTIONS	3/15/26-6/14/26 POSTBASE	114.05
FRESNO OXYGEN	ELECTRODE/ MAXLIFE TORCH	484.04
FRONTIER CALIFORNIA INC.	5139-3/14/26-4/13/26	802.21
GIEFER/ MICHAEL	GIEFER ADPP APR 2026	4,461.77
GOVERNMENT REVENUE SOLUTIONS	FEB 2026 APP HOSTING	3,564.77
GREEN BOX RENTALS INC	3/15/26-4/14/26 STRG	228.38
INTERSTATE BATTERIES	SP-30 BATTERY-MOWER	74.29
KAWEAH PUMP, INC.	WELL 10 DIAGNOSTIC WORK	8,663.06
LEAF CAPITAL FUNDING LLC	ADMIN-MAR 2026 KYOCERA	477.21
LEON ENVIRONMENTAL SERVICES	ASBESTOS SVRY-314 W. FIR	3,300.00
MAJOR LEAGUE PAINTING	1000 STICKER BADGE	936.85
MINERAL KING PUBLISHING INC	3/11 PH-EXPEDITE EVCS PR	319.00
PACE SUPPLY CORP.	ULTRA FLEX CPLG FORD	5,207.55
PENA'S DISPOSAL INC	PD FEB 2026 SHRED	85.32
PRESSLEY & ASSOCIATES, INC.	24-25 ANNUAL ACCT SERVIC	42,860.00
PRINCIPAL LIFE INSURANCE CO.	APR PREMIUM-28	3,864.50
PROFORCE	TRIJ HD RED DOT SIGHTS	8,779.00
PROVOST & PRITCHARD	FEB 2026 TOOLEVILLE INTE	1,005.48
ROGERS, ANDERSON, MALODY &	FY 24/25 AUDIT- FEB BILL	4,750.00
SCA OF CA, LLC	FEB 2026 AIR ST SWEEPING	4,750.00
SELF-HELP ENTERPRISES	JUN-DEC25 RE&HB- HOME PI	16,316.38
SERVIAM BY WRIGHT LLP	JAN 2026-153 FILBERT	1,409.20
SOUTHERN CALIFORNIA EDISON	4714-2/11/26-3/12/26	200.78
SOUTHERN CALIFORNIA GAS CO.	7144-2/1/26-3/1/26	17.76

Approved on 3/20/2026 for Payments Through 3/20/2026

Vendor Name	Description	Amount
STIMPEL CONSTRUCTION INC	INSTALL LVT FLOORING-PW	2,093.19
TELSTAR INSTRUMENTS	FLOW METERS WELL 13 & 14	4,448.65
THE PIN CENTER	500 LOGO PINS	899.00
TRANSUNION RISK & ALTERNATIVE	FEB 2026 PERSON SEARCH	100.00
UNIFIRST CORPORATION	2/3/26 UNIFORM CLEANING	757.29
UNIVAR SOLUTIONS USA INC	MAR SOD HYPO WELL 11	609.00
WARREN & BAERG MANUFACTURING	CLARIFIER GEAR BOX DEPOS	33,195.50

**

Final Totals... 211,796.68

TOTAL NUMBER OF RECORDS PRINTED

290

Payments for Publication

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	44,897.55
105	WATER FUND	49,198.97
106	SANITATION FUND	428.42
107	SEWER FUND	62,618.69
109	GAS TAX FUND	3,992.13
113	TRANSPORTATION FUND	3,953.00
117	FTHB PROGRAM INCOME FUND	13,235.48
118	HOME FUND	3,080.90
121	INSURANCE FUND	4,873.51
131	MEASURE R	4,649.50
140	LANDSCAPE AND LIGHTING DISTR	5,632.80
141	MEASURE P	15,235.73
TOTAL	ALL FUNDS	211,796.68

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	211,796.68
TOTAL	ALL BANKS	211,796.68

Report Selection:

Run Group... 032626 Comment... CHECK RUN 03/26/2026

Approval Date for Report..... 03 26 2026

Payments Through Date..... 03 26 2026

Cutoff Amount to be Used..... 0000000

RUN GROUP... 032626 COMMENT... CHECK RUN 03/26/2026

DATA-JE-ID DATA COMMENT

D-03262026-829 CHECK RUN 03/26/2026

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 3/26/2026 for Payments Through 3/26/2026

Vendor Name	Description	Amount
AFLAC	JAN 2026 AFLAC	4,598.07
**	Final Totals...	4,598.07

TOTAL NUMBER OF RECORDS PRINTED 1

Payments for Publication

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	4,598.07
TOTAL	ALL FUNDS	4,598.07

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	4,598.07
TOTAL	ALL BANKS	4,598.07

Report Selection:

Run Group... 040326 Comment... CHECK RUN 04/03/2026

Approval Date for Report..... 04 03 2026

Payments Through Date..... 04 03 2026

Cutoff Amount to be Used..... 0000000

RUN GROUP... 040326 COMMENT... CHECK RUN 04/03/2026

DATA-JE-ID DATA COMMENT

D-04032026-819 CHECK RUN 04/03/2026

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 4/03/2026 for Payments Through 4/03/2026

Vendor Name	Description	Amount
AUTOZONE INC	BONDO- CITY PRK FOUNTAIN	99.56
BANC OF AMERICA LEASING	PAYMENT 48 PRINCIPAL	46,351.61
BLUE SHIELD OF CALIFORNIA	4/1/26-4/30/26	43,809.72
BOOT BARN INC.	BOOTS & SOCKS-CREECH	455.68
C.L.E.A.	APR 2026 LT DISABILITY	96.00
CAL APPAREL INC	STAFF SHIRTS	423.53
CALIFORNIA DEPARTMENT OF TAX	BONDO-ID CARD PRINTER	631.00
CENTRAL VALLEY BUSINESS FORMS	ENVELOPES W/ WINDOWS	291.49
CITY OF EXETER	2/18-3/18/26 MUSEUM	1,204.32
CITY OF VISALIA	APR 2026 ANIMAL SERVICES	16,706.73
CIVICA LAW GROUP, APC	FEB 313 S C ST CODE ENFO	5,339.44
COLLINS & SCHOETTLER	FEB 2026 CITY PLANNING	11,918.02
COUNTY OF TULARE	CORP YARD- HAZ MAT	426.00
COZADAMS CLEANING LLC	MAR 2026 CLEANING SERVIC	805.00
CULLIGAN	MAR FD WTR SERVICE	189.60
ELITE CORPORATE MEDICAL SERV	MAR MEDICAL CLINIC FEE	2,809.00
FRESNO OXYGEN	SM IND PAT KIT OXY	71.61
FUSION CONNECT, INC	0966-3/18-4/17/26	179.78
GOVERNMENT REVENUE SOLUTIONS	CLEARVIEWS/STARS 3RD QTR	753.25
HERNANDEZ/ ROBERTO	UB DEPOSIT REFUND	73.29
HERR PEDERSEN & BERGLUND, LLP	FEB 26 PERSONNEL MATTER	1,100.00
JACK GRIGGS INC	UNLEADED GAS POS	47.36
KEIZER MORRIS INTERNATIONAL	CRACK SEAL MAINT TRAILER	23,638.00
KRC SAFETY CO INC.	DANGER/FIRE SIGN	74.37
LACY III/ RONALD	UB DEPOSIT REFUND	133.29
LIEBERT CASSIDY WHITMORE	SPECIAL SERV-LABOR NEGOT	339.50
LUIS' NURSERY	POTTING SOIL/ LAVENDER	68.24
MID VALLEY DISPOSAL, LLC	MAR 2026 MID VALLEY	121,838.33
PENA'S DISPOSAL INC	CH MAR 2026 SHRED	68.65
PRESTIGE CHEMICALS PRODUCT LLC	ASPHALT PATCH	348.01
PRIDEAUX/ TRACI	POST SUPVR COUR-PER DIEM	946.00
QUAD KNOFF ENGINEERING	2025 URBAN WATER USE OBJ	5,521.76
RIO HONDO COMMUNITY COLLEGE	POST COURSE-PRIDEAUX	228.00
SAN JOAQUIN VALLEY RAILROAD	10/1/23-9/30/24 PIPE LIN	4,801.02
SCA OF CA, LLC	NOV 2025 LEAF SERVICE	16,000.00
SELF-HELP ENTERPRISES	FEB26 16003 ACT DELIVERY	11,065.29
SIERRA SANITATION, INC	3/23-4/19/26-SCROTH PARK	1,121.51
SMITH/ DEBRA	UB DEPOSIT REFUND	145.51
SONIA DOWLING	DUNAGAN-BCKGRND INVEST	1,200.00
SOUTHERN CALIFORNIA EDISON	9143-2/10/26-3/11/26	31,728.15
SOUTHERN CALIFORNIA GAS CO.	1600-2/26/26-3/27/26	706.71
STANDARD INSURANCE CO.	APR 2026 LIFE INSURANCE	2,144.73
SUNBELT RENTALS, INC.	LOADR RENTL-SLUDGE HAULI	2,230.03
T-MOBILE	PD 2/21/26-3/20/26 CELLP	1,752.52
ULINE	DOT LBL-HAZARDOUS WASTE	135.67
UNIVAR SOLUTIONS USA INC	MAR SOD HYPO WELL 11	2,027.97
VALLEY EXPETEC	APR MONTHLY BILLING	8,029.42
VAST NETWORKS	APR 2026 FD INTERNET	2,500.00

Approved on 4/03/2026 for Payments Through 4/03/2026

Vendor Name	Description	Amount
VERIZON WIRELESS	PD-1/29/26-2/28/26	633.17
VILLARREAL/ DAVID	UB DEPOSIT REFUND	56.30
WEST COAST TOW	TOWING FEE-LIC#1606128	150.00
3 IN1 CAR CARE ENTERPRISES INC	JUL 2025-24 BASIC WASHES	1,029.00
	Final Totals...	374,443.14

**

TOTAL NUMBER OF RECORDS PRINTED

239

Payments for Publication

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	60,801.69
105	WATER FUND	73,265.20
106	SANITATION FUND	122,070.03
107	SEWER FUND	16,947.64
109	GAS TAX FUND	88.92
111	CDBG REVOLVING FUND	1,651.20
113	TRANSPORTATION FUND	23,638.00
116	LOW/MODERATE HOUSING FUND	268.80
117	FTHB PROGRAM INCOME FUND	1,084.76
118	HOME FUND	8,008.93
121	INSURANCE FUND	48,763.45
128	GRANTS	51.60
140	LANDSCAPE AND LIGHTING DISTR	1,063.76
141	MEASURE P	16,739.16
TOTAL ALL FUNDS		374,443.14

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	374,443.14
TOTAL ALL BANKS		374,443.14



Agenda Item Staff Report

Agenda Item Number:

I.3.

Meeting Date:

April 14, 2026

Wording for Agenda:

Approval of Payroll for the Period of March 9, 2026, through March 22, 2026.

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 recommend that the City Council approve payroll for the period of March 9, 2026, to March 22, 2026, in the following amounts.

- \$20,481.08 for March 9, 2026, to March 16, 2026, period with a check date of March 16, 2026.
- \$80,051.47 for March 9, 2026, to March 22, 2026, period with a check date of March 27, 2026.

Summary:

This item requests City Council approval of payroll expenditures incurred during the pay period of March 9, 2026, through March 22, 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: \$100,532.55 (for March 9, 2026, through March 22, 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 March 9, 2026, to March 22, 2026

Recommended motion to be made by the City Council:

I move to approve payroll for the period of \$100,532.55 for March 9, 2026, through March 22, 2026.

PERIOD 2 DATING 3/09/2026- 3/16/2026 CHECK DATE 3/13/2026
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
54715	2,223.88	FRANCO/EEKHONG	304	1 STUB ONLY
54716	17,978.41	FRANCO/EEKHONG	304	2 STUB ONLY

TOTALS FOR CHECK FORM: STUB

NEGOTIABLE CHECKS			COUNTS
	0.00	*EMPLOYEE CHECKS	0
	0.00	*VENDOR CHECKS	0
	0.00	*BANK CHECKS	0
	0.00	**TOTAL NEGOTIABLE CHECKS	0
OTHER CHECKS			
	0.00	*MANUAL CHECKS	0
	0.00	*CANCELLED CHECKS	0
	0.00	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS			
	20,202.29	*DIRECT DEPOSIT STUBS	2
	0.00	*VENDOR DIR DEP STUBS	0

PERIOD 2 DATING 3/09/2026- 3/16/2026 CHECK DATE 3/13/2026

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	20,202.29	7,070.80	7,070.80
1	105	.00	5,454.62	5,454.62
1	107	.00	6,060.68	6,060.68
1	121	.00	1,616.19	1,616.19

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 3/09/2026- 3/16/2026 CHECK DATE 3/13/2026

EMR CODE	FUND CODE	DEPT CODE	HOME TOTALS	FULL EMPLOYEE	PART EMPLOYEE	TEMP COUNTS	FEMALE
1	104	403 FINANCE	20,202.29	1			1
		TOTAL	20,202.29	1			1

PERIOD 2 DATING 3/09/2026- 3/16/2026 CHECK DATE 3/13/2026

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

NEGOTIABLE CHECKS	COUNTS
0.00 *EMPLOYEE CHECKS	0
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 ***GRAND TOTAL	

NON-NEGOTIABLE CHECKS

20,202.29 *DIRECT DEPOSIT STUBS	2
0.00 *VENDOR DIR DEP STUBS	0

20,202.29 **TOTAL NON-NEGOTIABLE CHECKS	2
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NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00 *EMPLOYEE CHECKS	0
0.00 *VENDOR CHECKS	0
0.00 *BANK CHECKS	0
20,202.29 *DIRECT DEPOSIT STUBS	2
0.00 *VENDOR DIR DEP STUBS	0

20,202.29 ***TOTAL NEGOTIABLE & NON-NEGOT	2
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0.00 *OTHER CHECKS	0
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20,202.29 ***TOTAL NEG, NON-NEG, OTHER CHECKS	
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TOTAL SEQ 1 FEMALES	1
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PERIOD 2 DATING 3/09/2026- 3/16/2026 CHECK DATE 3/13/2026
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
54717	278.79	FRANCO/EEKHONG	304	2 STUB ONLY

TOTALS FOR CHECK FORM: STUB

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

OTHER CHECKS

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

NON-NEGOTIABLE CHECKS

278.79 *DIRECT DEPOSIT STUBS	1
0.00 *VENDOR DIR DEP STUBS	0

PERIOD 2 DATING 3/09/2026- 3/16/2026 CHECK DATE 3/13/2026

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	278.79	97.58	97.58
1	105	.00	75.27	75.27
1	107	.00	83.63	83.63
1	121	.00	22.31	22.31

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

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- #2 PAYROLL REGISTER (CHECK AMOUNT)

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OF THE FOLLOWING REPORTS:

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- #2 LABOR DISTRIBUTION (NET PAY + REIMB. EXP.)

PERIOD 2 DATING 3/09/2026- 3/16/2026 CHECK DATE 3/13/2026

EMR CODE	FUND CODE	DEPT CODE	HOME TOTALS	FULL EMPLOYEE	PART COUNTS	TEMP FEMALE
1	104	403 FINANCE	278.79	1		
		TOTAL	278.79	1		

PERIOD 2 DATING 3/09/2026- 3/16/2026 CHECK DATE 3/13/2026

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

NEGOTIABLE CHECKS	COUNTS
0.00 *EMPLOYEE CHECKS	0
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 ***GRAND TOTAL	

NON-NEGOTIABLE CHECKS

278.79 *DIRECT DEPOSIT STUBS	1
0.00 *VENDOR DIR DEP STUBS	0
278.79 **TOTAL NON-NEGOTIABLE CHECKS	1

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00 *EMPLOYEE CHECKS	0
0.00 *VENDOR CHECKS	0
0.00 *BANK CHECKS	0
278.79 *DIRECT DEPOSIT STUBS	1
0.00 *VENDOR DIR DEP STUBS	0

278.79 ***TOTAL NEGOTIABLE & NON-NEGOT 1

0.00 *OTHER CHECKS 0

278.79 ***TOTAL NEG, NON-NEG, OTHER CHECKS

TOTAL SEQ 1 FEMALES 0

PERIOD 2 DATING 3/09/2026- 3/22/2026 CHECK DATE 3/27/2026
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1818	63.69	CA STATE DISBURSEMENT UN	2	1 VENDOR CHECK
1819	758.24	FRANCHISE TAX BOARD	8	1 VENDOR CHECK
1820	398.96	PATTISON/LESLIE ALDENE	781	1
1821	721.34	CREECH/JACE W	777	1

TOTALS FOR CHECK FORM: CHEK		COUNTS
NEGOTIABLE CHECKS		
1,120.30	*EMPLOYEE CHECKS	2
821.93	*VENDOR CHECKS	2
0.00	*BANK CHECKS	0
1,942.23	**TOTAL NEGOTIABLE CHECKS	4
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
1,942.23	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS		
0.00	*DIRECT DEPOSIT STUBS	0
0.00	*VENDOR DIR DEP STUBS	0

PERIOD 2 DATING 3/09/2026- 3/22/2026 CHECK DATE 3/27/2026
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
54718	156.00	CLOCEA	4	1 VENDOR STUB ONLY
54719	308.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
54720	192.94	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
54721	2,250.82	ARIAS/CHRISTINA	730	1 STUB ONLY
54722	2,819.91	QUINTANA FRANCESCA N	742	1 STUB ONLY
54723	4,709.32	RIDENOUR/JASON CHARLES	763	1 STUB ONLY
54724	1,481.25	CARTER/AMY JO	502	1 STUB ONLY
54725	698.28	HERNANDEZ/XOCHITL	306	1 STUB ONLY
54726	996.81	MILLER/CATHEY RENE	734	1 STUB ONLY
54727	1,488.11	RAMOS LEON/YOSENIA	776	1 STUB ONLY
54728	1,878.22	TOBIAS/ANTHONY JORDAN	746	1 STUB ONLY
54729	561.86	VEGA/ASHLEY MAKAYLA	753	1 STUB ONLY
54730	1,740.44	BROWN/ANDREW EUGENE	762	1 STUB ONLY
54731	2,002.32	BRYANT/EZRA JOSEPH	752	1 STUB ONLY
54732	1,710.73	CARRETERO/VANESSA	402	1 STUB ONLY
54733	2,261.26	GREEN GROVE/BRAYDEN TAY	767	1 STUB ONLY
54734	3,366.25	HEINKS/RYAN DAVID	765	1 STUB ONLY
54735	1,841.12	HERNANDEZ/ANDY	780	1 STUB ONLY
54736	1,322.11	HILL/HANNAH GRACE	747	1 STUB ONLY
54737	1,587.90	LINARES/FRANCISCO JR	772	1 STUB ONLY
54738	1,769.88	MAGANA MARTINEZ JOEL	773	1 STUB ONLY
54739	3,449.46	MOORE/ROBERT HARRY	764	1 STUB ONLY
54740	1,940.76	MORALES/SKYLEENA ROSE	779	1 STUB ONLY
54741	1,489.77	PRIDEAUX/TRACI	448	1 STUB ONLY
54742	384.34	QUALLS/DAYMON	607	1 STUB ONLY
54743	4,363.36	SCHIMPF/ROBERT BRIAN	766	1 STUB ONLY
54744	2,123.30	SHIELDS/ZION	708	1 STUB ONLY
54745	2,292.28	VILLARREAL/ISIDRO	707	1 STUB ONLY
54746	1,679.87	ALDRIDGE/GARY	618	1 STUB ONLY
54747	3,548.17	BOUDREAUX/ZACHARY MICHA	756	1 STUB ONLY
54748	64.85	GOLDSTROM/NORMAN	629	1 STUB ONLY
54749	1,845.52	HUGGINS/KYLE AARON	621	1 STUB ONLY
54750	2,512.36	MILLAN/MARCUS	622	1 STUB ONLY
54751	2,281.58	RIVERA/RYAN	733	1 STUB ONLY
54752	1,071.53	WENDT/EDDIE	626	1 STUB ONLY
54753	1,607.49	GARVER/ELIJAH	712	1 STUB ONLY
54754	1,808.88	ARROYO/MARIE	623	1 STUB ONLY
54755	1,533.56	QUIROZ/PATRICK P	512	1 STUB ONLY
54756	2,553.15	RAMIREZ/GABRIEL GRACILI	761	1 STUB ONLY
54757	1,672.14	RAMIREZ/JUAN	608	1 STUB ONLY
54758	721.34	RANGEL/JOSE A	775	1 STUB ONLY
54759	3,332.93	HIFNER/CHRISTOPHER	736	1 STUB ONLY
54760	689.07	RUBIO/IVAN	750	1 STUB ONLY

PERIOD 2 DATING 3/09/2026- 3/22/2026 CHECK DATE 3/27/2026
DIRECT DEPOSIT IS TURNED ON

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

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

OTHER CHECKS

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

NON-NEGOTIABLE CHECKS

77,452.30	*DIRECT DEPOSIT STUBS		40
656.94	*VENDOR DIR DEP STUBS		3

PERIOD 2 DATING 3/09/2026- 3/22/2026 CHECK DATE 3/27/2026

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	65,540.19	47,081.59	46,682.63
1	105	9,010.41	14,597.99	14,237.31
1	106	.00	1,035.96	1,035.96
1	107	.00	10,028.23	9,667.57
1	121	.00	1,806.83	1,806.83
1	141	4,022.00	4,022.00	4,022.00

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- #2 LABOR DISTRIBUTION (NET PAY + REIMB. EXP.)

PERIOD 2 DATING 3/09/2026- 3/22/2026 CHECK DATE 3/27/2026

EMR CODE	FUND CODE	DEPT CODE		HOME TOTALS	FULL EMPLOYEE	PART EMPLOYEE	TEMP COUNTS	FEMALE
1	104	402	ADMINISTRATION	9,780.05	3			2
1	104	403	FINANCE	7,104.53	4	1	1	5
1	104	421	POLICE	33,645.28	15	1		4
1	104	431	STREET	13,003.88	5	2		
1	104	471	RECREATION	2,006.45	1	1		1
1	105	461	WATER	9,010.41	4	2		1
1	141	421	POLICE	3,332.93	1			
1	141	471	RECREATION LEADER	689.07	1			
TOTAL				78,572.60	34	7	1	13

PERIOD 2 DATING 3/09/2026- 3/22/2026 CHECK DATE 3/27/2026

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

NEGOTIABLE CHECKS	COUNTS
1,120.30 *EMPLOYEE CHECKS	2
821.93 *VENDOR CHECKS	2
0.00 *BANK CHECKS	0
1,942.23 **TOTAL NEGOTIABLE CHECKS	4

OTHER CHECKS

0.00 *MANUAL CHECKS	0
0.00 *CANCELLED CHECKS	0

1,942.23 ***GRAND TOTAL

NON-NEGOTIABLE CHECKS

77,452.30 *DIRECT DEPOSIT STUBS	40
656.94 *VENDOR DIR DEP STUBS	3

78,109.24 **TOTAL NON-NEGOTIABLE CHECKS 43

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

1,120.30 *EMPLOYEE CHECKS	2
821.93 *VENDOR CHECKS	2
0.00 *BANK CHECKS	0
77,452.30 *DIRECT DEPOSIT STUBS	40
656.94 *VENDOR DIR DEP STUBS	3

80,051.47 ***TOTAL NEGOTIABLE & NON-NEGOT 47

0.00 *OTHER CHECKS 0

80,051.47 ***TOTAL NEG, NON-NEG, OTHER CHECKS

TOTAL SEQ 1 FEMALES 13



Agenda Item Staff Report

Agenda Item Number:

I.4.

Meeting Date:

April 14, 2026

Wording for Agenda:

Adoption of Resolution No. 2026-11, A Resolution of the City Council of the City of Exeter, Approving the Submittal of a Program Income-only Application to the California Department of Housing and Community Development HOME Program for First-Time Homebuyer and Owner-Occupied Rehabilitation Programs in an amount of \$736,537 in Current Funds Along with any Additional Future Program Income.

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Submitting Department:

Finance

Contact Name:

Rene Miller, Finance Manager

Department Recommendation:

Staff recommend that City Council adopt Resolution No. 2026-11, approving the submittal of a Program Income only application to the CA. Department of Housing and Community Development (HCD) HOME Program (HOME) in an amount of \$736,537 in current funds along with any additional future program income.

Background and Summary:

The City of Exeter (City) currently has two (2) open HOME grants: 21-HOME-16003 for First-Time Homebuyer (FTHB) assistance and 21-HOME-16004 for Owner-Occupied Rehabilitation (OOR) assistance. The City also currently has a balance of \$736,537 in HOME Program Income (PI) available. This balance is generated from repayments of housing program loans and are eligible to use for additional housing program loans per State HOME regulations.

HCD policies require that a jurisdiction's PI balance be committed, approved for loans to program participants, prior to being able to commit and draw down the City's 21-HOME grants. In previous funding cycles, jurisdictions were able to commit and utilize PI concurrently with grant funds, as long as General Set-Up Conditions were approved by HCD. HCD recently updated department policies, which now require the submission of a HOME PI application, in

order to commit and expend PI. The City's FTHB and OOR programs must pause and cannot resume until a HOME PI application is submitted and a Standard Agreement is executed.

Staff proposes that the City submit a HOME Program Income-only application to assist qualified households with FTHB and OOR assistance within City limits. This amount includes a 6.5% activity delivery fee per FTHB loan and a 24% activity delivery loan per OOR loan that will be used to pay the City's subrecipient, Self-Help Enterprises (SHE), for the implementation of the program. PI General Admin costs to SHE will not exceed 10% of City's PI balance, per State regulations. As of 12/31/25, the City's balance of HOME PI for activities is \$674,791, and the balance of HOME PI for general admin is \$61,746.

Once the HOME PI application is approved, and a Standard Agreement is executed, the City's current subrecipient agreement with SHE will be amended to include the amount of HOME PI available to use for FTHB and OOR programs.

Fiscal Impact:

There is no fiscal impact to the City's General Fund. The cost to develop and submit the HOME PI application can be paid out of the City's HOME PI General Admin fund balance. All program administration and implementation activities will be covered by the City's HOME PI funds.

Prior City Council Actions:

On January 27, 2026, the City Council adopted Resolution 2026-03 adopting the HOME FTHB and OOR Program guidelines.

Attachments:

- Resolution No. 2022-08
- Resolution No. 2026-03
- Resolution No. 2026-11

Recommended motion to be made by the City Council:

I move to adopt Resolution No. 2026-11, A Resolution of the City Council of the City of Exeter, Approving the Submittal of a Program Income-only application to the California Department of Housing and Community Development HOME Program for First-Time Homebuyer and Owner-Occupied Rehabilitation Programs.

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 O'Neal

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

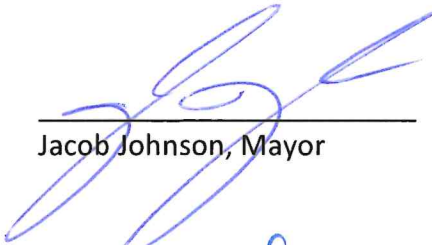
WHEREAS, the City of Exeter, a political subdivision of the State of California, has established Program Guidelines which govern the administration of its Owner-Occupied Housing Rehabilitation Program and its First-Time Homebuyer Program; and

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.

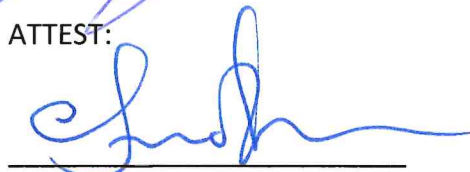
PASSED AND ADOPTED by the City Council of the City of Exeter this 27th day of January 2026 by the following vote:

AYES: JOHNSON, ALVES, RIDDLE, WILSON, LENTZ
NOES: 0
ABSTAIN: 0
ABSENT: 0



Jacob Johnson, Mayor

ATTEST:



Francesca Quintana, City Clerk

RESOLUTION NO. 2026-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME); AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME PROGRAM

WHEREAS, The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, On April 14, 2026, the Department authorizes the use of HOME Program funds specifically derived from Program Income; and

WHEREAS, In response to the PROGRAM INCOME, the City of Exeter, a municipal corporation, (the "Applicant"), wishes to apply to the Department for, and receive an allocation of, HOME funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Exeter does hereby authorize and direct the following:

Section 1. In response to the above referenced HOME Program Income, the Applicant shall submit an application to the Department to participate in the HOME Program Income and request up to Seven hundred thirty-six, five hundred thirty-seven Dollars (\$736,537) of current funds, along with any additional future program income, to support the following activities and programs; *First-Time Homebuyer Program, Owner-Occupied Rehabilitation Program*, to be located in the city limits of the City of Exeter.

Section 2. If the Application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its Application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant will also execute a Standard Agreement with the Department, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program.

Section 3. The Applicant hereby authorizes and directs the City Administrator to execute, in the name of the Applicant, the HOME Standard Agreement, other HOME-related contracts and conveyances, and any subsequent amendments thereto.

Section 4. The Applicant hereby authorizes the City Administrator, or their designee, to execute, in the name of the Applicant, drawdown requests and any other HOME Program form requiring a signature, as may be required by the Department from time to time.

PASSED AND ADOPTED by the City Council of the City of Exeter this 14th day of April, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CERTIFICATION OF ATTESTING OFFICER

The undersigned City Clerk of the Applicant does hereby attest and certify that the foregoing is a true and full copy of a Resolution of the governing board of the Applicant passed and adopted at a duly convened meeting on the date set forth above, and said Resolution has not been altered, amended, or repealed and is in full force and effect.

_____	_____	_____
Name	Signature	Date



Agenda Item Staff Report

Agenda Item Number:

I.5.

Meeting Date:

April 14, 2026

Wording for Agenda:

Approval of a Community Beautification Project Request for Painting Multiple Fire Hydrants with a Patriotic Theme.

Submitting Department:

Administration

Contact Name:

Jason Ridneour, 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 consider approval of the submitted Community Beautification Project Request to paint multiple fire hydrants with a patriotic theme, subject to compliance with the City of Exeter Community Project & Beautification Guidelines and the condition that all hydrant caps remain yellow for identification purposes.

Background & Summary:

The City of Exeter encourages community participation in beautification and improvement projects on City-owned property through its Community Project & Beautification Coordinator Guidelines, adopted by City Council Resolution No. 2025-40 on September 23, 2025. These guidelines establish a consistent framework for coordinating volunteer projects while ensuring appropriate oversight, safety, and documentation.

On March 10, 2026, the City Council approved a similar request for the painting of a single fire hydrant with a patriotic theme. The applicant has submitted an additional request, on behalf of the E250 Committee, to expand the project to include multiple fire hydrants throughout the City.

The proposed project includes painting of five additional fire hydrants. The proposed locations include:

- South side of City Park on Cedar Street between D Street and E Street

- North side of City Park on Chestnut Street between D Street and E Street
- South side of Pine Street near the alley adjacent to the former Bank of America parking lot
- South side of Pine Street near the corner of C
- South side of Pine Street near Kaweah Avenue at the entrance of the CACHE Museum parking lot

The project is proposed to occur between April 2026 and July 2026 and will be completed by volunteers.

The proposed design remains consistent with the previously approved patriotic theme (red, white, and blue with “1776” styling), as illustrated in the attached reference image. The intent of the expanded project is to promote community pride and enhance visual character in multiple areas of the City.

Staff has reviewed the request and determined that it is consistent with the City’s adopted Community Project & Beautification Guidelines, which allow for volunteer-led painting and beautification efforts on City property when properly coordinated and approved.

As with the prior approval, staff recommends the following condition:

- All hydrant caps must remain yellow to ensure visibility and compliance with standard fire hydrant identification practices for emergency response.

Approval of this request applies only to the hydrants identified in the submitted request. Any future expansion or additional locations would require a separate project request and City Council approval.

Fiscal Impact:

There is no direct fiscal impact to the City associated with this project. The beautification activities will be completed by volunteers in accordance with the City’s volunteer program guidelines.

Prior City Council Actions:

- September 23, 2025 – Adoption of Resolution No. 2025-40 establishing the Community Project & Beautification Coordinator Guidelines.
- March 10, 2026 – Approval of a Community Beautification Project Request to paint one fire hydrant with a patriotic theme.

Attachments:

- City of Exeter Community Project & Beautification Coordinator Guidelines
- Community Project Request Form – Additional Fire Hydrants Beautification Project with Example Design Image
- Map of Proposed Fire Hydrant Locations

Recommended motion to be made by the City Council:

I move to approve the Community Beautification Project Request to paint multiple fire hydrants with a patriotic theme, subject to compliance with the City of Exeter Community Project & Beautification Guidelines and the condition that all hydrant caps remain yellow.

RESOLUTION NO. 2025-40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER APPROVING
THE CITY OF EXETER GUIDELINES FOR COMMUNITY & BEAUTIFICATION
PROJECT COORDINATORS**

WHEREAS, the City of Exeter values the contributions of community members and volunteer groups who dedicate time and effort to beautification, maintenance, and cleanup projects throughout the City; and

WHEREAS, the City Council finds it important to establish clear procedures to ensure such events are well-coordinated, conducted safely, and supported with appropriate City oversight; and

WHEREAS, the adoption of formal guidelines for Community Project & Beautification Coordinators will provide consistent direction for volunteer groups, reduce liability risks, and promote effective partnerships between volunteers and City staff; and

WHEREAS, the guidelines include standardized forms such as volunteer liability releases, guardian release forms, and sign-in sheets to ensure accountability and recordkeeping; and

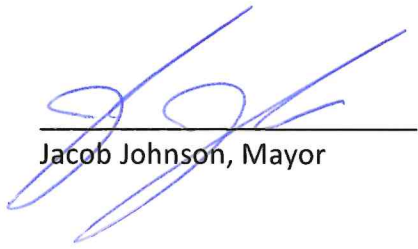
WHEREAS, this program excludes hazardous waste collection and disposal coupon systems, focusing instead on community-driven cleanup, beautification, and assistance projects within the City of Exeter;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Exeter as follows:

1. The City of Exeter Guidelines for Community Project & Beautification Coordinators, attached hereto as Exhibit "A," are hereby adopted.
2. City staff are directed to implement the program and make the guidelines available to community members, volunteer groups, and organizations coordinating cleanup or project assistance events.
3. This Resolution shall take effect immediately upon adoption.

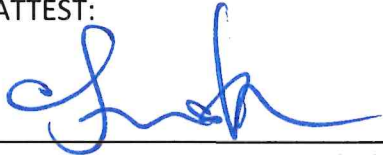
PASSED AND ADOPTED by the City Council of the City of Exeter this 23rd day of September 2025 by the following vote:

AYES: *AWES, WILSON, LENTZ, RIDDLE, JOHNSON*
NOES: *9*
ABSTAIN: *0*
ABSENT: *0*



Jacob Johnson, Mayor

ATTEST:



Francesca Quintana, City Clerk



City of Exeter

Guidelines for Community Project & Beautification Coordinators

Approval by City Council: Resolution 2025-40

Date Approved: September 23, 2025

Purpose

The City of Exeter welcomes and encourages the participation of residents, businesses, schools, and community organizations with improvement projects, community cleanup, and beautification projects that benefit City-owned property and public spaces. These guidelines establish a consistent framework for coordinating such efforts to ensure safety, accountability, and alignment with City objectives.

Scope

These guidelines apply to all community volunteer projects conducted on City property or under City coordination, including but not limited to:

- Park and street cleanups.
- Trash and litter collection.
- Painting, landscaping, or beautification projects.
- Small maintenance or assistance efforts coordinated with Public Works.

Exclusions: Hazardous waste collection events and disposal coupon programs are not included in these guidelines, as those services are not offered by the City of Exeter.

Coordinator Responsibilities

Each volunteer group must designate a Project Coordinator to serve as the main contact with the City. The Coordinator is responsible for:

1. Submitting the request to the City for review and approval at least 30 days in advance of the proposed project.
2. Completing and signing all required City forms, including liability releases.
3. Coordinating with the assigned City staff liaison on project logistics, safety requirements, and supply needs.
4. Ensuring all participants sign in and complete the required release forms prior to participating.
5. Returning completed forms and attendance sheets to the City after the event.

City Responsibilities

The City of Exeter will:

- Review and approve proposed projects based on feasibility, safety, and alignment with City priorities.
- Designate a staff liaison for approved projects.
- Provide reasonable support such as trash pickup after events, access to disposal containers, and limited supplies (as available).

- Retain all signed liability releases and records for City files.

Safety Guidelines

All volunteers must comply with the following safety standards:

- Wear appropriate clothing, gloves, and protective gear.
- Use caution around streets, vehicles, and equipment.
- Report hazardous or unsafe conditions immediately to the Coordinator or City staff.
- Volunteers under age 18 must have a parent/guardian release on file before participating.
- Alcohol, drugs, and firearms are prohibited at volunteer events.

Required Forms

The following forms must be completed and returned to the City for every cleanup/project:

1. Volunteer Services Agreement and Release – required for all participants (if under 18 parental consent required).
2. Event Sign-In Sheet – to be completed at the event by all volunteers.
3. Project Request Form – to be submitted by the Coordinator for City approval prior to the event.

All forms are attached as part of this Exhibit.

Acknowledgement

By signing the Cleanup/Project Request Form, the Coordinator acknowledges that they have read and agree to follow these guidelines and will ensure compliance by all participants.

City of Exeter Community Project and Beautification Volunteer Services Agreement and Release

Confidentiality Agreement: I respect the confidentiality of City information, and will discuss or give official information only as directed by a City supervisor. No confidential information will be provided to the public without specific authority from the appropriate City staff.

Photo Release: I give the City of Exeter, free of compensation, unlimited permission to use, publish, and republish, in any media now in existence or that may later be developed, for any lawful purpose as it may determine, information and reproductions of my likeness and my voice related to any aspect of my volunteer service for the City. I hereby waive my right to first review the use of my likeness or voice before any use or publication.

Reference Verification and Background Checks: The information I have provided in this application will only be used for volunteer application purposes. I understand that as a volunteer I will not be paid for my services. I authorize reference and employment verification as necessary for specific positions that I have volunteered to perform. I understand that I may be asked to complete one or all of the following for specific positions that I have volunteered to perform: fingerprinting, photographing, criminal background checks, Department of Motor Vehicles checks, TB test, and signed waiver from my doctor. Volunteers assigned to the Police Department may be required to provide additional reference and background information.

Permission to Seek Medical Treatment: In the event of an emergency, I hereby give the City of Exeter permission to seek medical attention for myself or my child, if volunteer applicant is less than 18-years-old. I authorize qualified physicians to render medical treatment or care that they may deem necessary for me or my child in case of illness or accident in the course of performing volunteer activities or services for the City of Exeter.

Insurance Information and Liability Release: I understand that there are some risks and that I may be injured in the course of performing volunteer activities or services for the City of Exeter. I understand that the City's policy is to cover volunteers as "employees" of the City for sole purpose of California Workers' Compensation benefits. I also understand that under Workers' Compensation laws, Workers' Compensation benefits will be the sole and exclusive remedy in the event I am injured while performing these volunteer activities and services. I further understand and agree that I will only be entitled to medical expenses under the City's Workers' Compensation. I will not be entitled to any other Workers' Compensation benefits which may include, but are not limited to, permanent or temporary loss of use damages, replacement income or vocational rehabilitation benefits.

I agree that I will observe, comply, and abide by, all of the rules and regulations of the City at all times that I am performing volunteer services on behalf of the City. Additionally, I agree that I will comply with the reasonable orders and directives given to me by responsible City employees. In the event that I do not agree or wish to comply with any reasonable order or directive given to me by any City employee or have any concern regarding my services or orders or directives given to me, I agree that I will bring the matter to the

attention of a City supervisor. I further agree that I will not misuse City property or attempt to profit from, or exploit others, or misuse my capacity as a volunteer with the City to gain any unfair advantage from the City, any business or organization having business or dealings with the City, or any member of the public that I may serve as a volunteer of the City.

With the exception of Workers' Compensation benefits as set out above, I hereby agree that I, my heirs, guardians, legal representatives and assigns will not make a claim against or file an action against the City of Exeter or their respective departments, officials, officers, agents, employees, or volunteers (hereinafter referred to as 'RELEASEES'), for injury or damage arising out of, related to, or connected with, my participation in the volunteer activities or services, from any cause whatsoever, including but not limited to RELEASEES' sole, active, or passive negligent acts or omissions. In addition, I hereby RELEASE and DISCHARGE the RELEASEES from all actions, claims, and demands of any nature that I, my heirs, guardians, legal representatives or assigns now have or may hereafter have for injury or damage arising out of, related to, or connected with, my participation in these volunteer activities or services, from any cause whatsoever, including but not limited to RELEASEES' sole, active, or passive negligent acts or omissions.

By my signature below, I signify that I have read, understand, and voluntarily agree to be bound by each of the terms stated above.

Signature _____

Date _____

If under 18, parental consent is required. I, _____, give permission for my child, _____, to participate in volunteer work with the City of Exeter Volunteer Program.

Signature _____

Date _____

The City of Exeter will make reasonable efforts in the selection process to accommodate persons with disabilities. Please advise the City of such special needs at the time of application. City of Exeter is an Equal Opportunity Employer.

Event Sign-In Form

Name	Phone/Email	Signature	Time In/Out

Project Request Form

Requested By: _____

Organization (if applicable): _____

Phone/Email: _____

Proposed Location: _____

Proposed Date/Time: _____

Description of Project: _____

City Staff Approval: _____ Date: _____

Project Request Form

Received
FA
3/25/24

Requested By: Laura Hamilton

Organization (if applicable): CACHE - Centennial Cultural History - Exeter

Phone/Email: [REDACTED]

Proposed Location: # See below

Proposed Date/Time: April 2024 - July 2024

Description of Project: Patriotic Painting of Fire Hydrants

City Staff Approval: _____ Date: _____

- 1. South side of Park across from Lincoln School - Cedar
- 2. North " " " " " " " " - Chestnut
- 3. South side of Pine St. by old B of A building
- 4. South side of Pine St. by Boy & Girls Club & C Street
- 5. South side of Pine St. by CACHE parking lot & Kawear

See attached photo



City of Exeter Community Project and Beautification Volunteer Services Agreement and Release

Confidentiality Agreement: I respect the confidentiality of City information, and will discuss or give official information only as directed by a City supervisor. No confidential information will be provided to the public without specific authority from the appropriate City staff.

Photo Release: I give the City of Exeter, free of compensation, unlimited permission to use, publish, and republish, in any media now in existence or that may later be developed, for any lawful purpose as it may determine, information and reproductions of my likeness and my voice related to any aspect of my volunteer service for the City. I hereby waive my right to first review the use of my likeness or voice before any use or publication.

Reference Verification and Background Checks: The information I have provided in this application will only be used for volunteer application purposes. I understand that as a volunteer I will not be paid for my services. I authorize reference and employment verification as necessary for specific positions that I have volunteered to perform. I understand that I may be asked to complete one or all of the following for specific positions that I have volunteered to perform: fingerprinting, photographing, criminal background checks, Department of Motor Vehicles checks, TB test, and signed waiver from my doctor. Volunteers assigned to the Police Department may be required to provide additional reference and background information.

Permission to Seek Medical Treatment: In the event of an emergency, I hereby give the City of Exeter permission to seek medical attention for myself or my child, if volunteer applicant is less than 18-years-old. I authorize qualified physicians to render medical treatment or care that they may deem necessary for me or my child in case of illness or accident in the course of performing volunteer activities or services for the City of Exeter.

Insurance Information and Liability Release: I understand that there are some risks and that I may be injured in the course of performing volunteer activities or services for the City of Exeter. I understand that the City's policy is to cover volunteers as "employees" of the City for sole purpose of California Workers' Compensation benefits. I also understand that under Workers' Compensation laws, Workers' Compensation benefits will be the sole and exclusive remedy in the event I am injured while performing these volunteer activities and services. I further understand and agree that I will only be entitled to medical expenses under the City's Workers' Compensation. I will not be entitled to any other Workers' Compensation benefits which may include, but are not limited to, permanent or temporary loss of use damages, replacement income or vocational rehabilitation benefits.

I agree that I will observe, comply, and abide by, all of the rules and regulations of the City at all times that I am performing volunteer services on behalf of the City. Additionally, I agree that I will comply with the reasonable orders and directives given to me by responsible City employees. In the event that I do not agree or wish to comply with any reasonable order or directive given to me by any City employee or have any concern regarding my services or orders or directives given to me, I agree that I will bring the matter to the

attention of a City supervisor. I further agree that I will not misuse City property or attempt to profit from, or exploit others, or misuse my capacity as a volunteer with the City to gain any unfair advantage from the City, any business or organization having business or dealings with the City, or any member of the public that I may serve as a volunteer of the City.

With the exception of Workers' Compensation benefits as set out above, I hereby agree that I, my heirs, guardians, legal representatives and assigns will not make a claim against or file an action against the City of Exeter or their respective departments, officials, officers, agents, employees, or volunteers (hereinafter referred to as 'RELEASEES'), for injury or damage arising out of, related to, or connected with, my participation in the volunteer activities or services, from any cause whatsoever, including but not limited to RELEASEES' sole, active, or passive negligent acts or omissions. In addition, I hereby RELEASE and DISCHARGE the RELEASEES from all actions, claims, and demands of any nature that I, my heirs, guardians, legal representatives or assigns now have or may hereafter have for injury or damage arising out of, related to, or connected with, my participation in these volunteer activities or services, from any cause whatsoever, including but not limited to RELEASEES' sole, active, or passive negligent acts or omissions.

By my signature below, I signify that I have read, understand, and voluntarily agree to be bound by each of the terms stated above.

Signature _____



Date _____

3/20/26

If under 18, parental consent is required. I, _____, give permission for my child, _____, to participate in volunteer work with the City of Exeter Volunteer Program.

Signature _____

Date _____


The City of Exeter will make reasonable efforts in the selection process to accommodate persons with disabilities. Please advise the City of such special needs at the time of application. City of Exeter is an Equal Opportunity Employer.

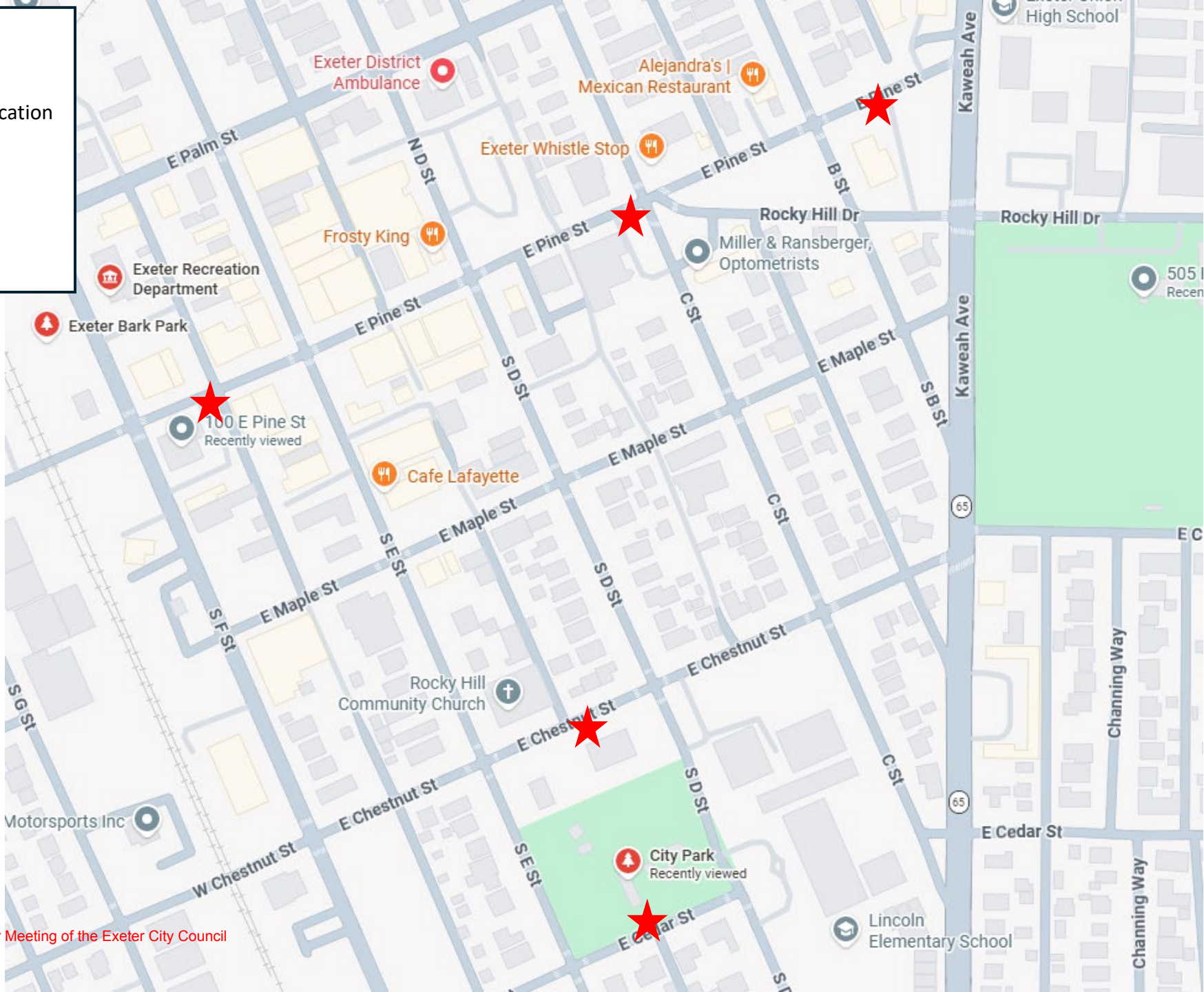
Event Sign-In Form

Name	Phone/Email	Signature	Time In/Out
Laurie Hamilton	[Redacted]	[Redacted]	

City of Exeter

Legend

 Proposed hydrant location





Agenda Item Staff Report

Agenda Item Number:

I.6.

Meeting Date:

April 14, 2026

Wording for Agenda:

Approval of a Request from We Fit Boot Camp and Gym to Host a Car Show Requiring a Street Closure on Saturday April 25, 2026.

Submitting Department:

Public Works

Contact Name:

Marie Arroyo, Senior Administrative Assistant

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 a special event request for a Car Show requiring a street closure of Maple Street between D Street and E Street on Saturday April 25, 2026, between the hours of 7:00 a.m. – 4:00 p.m. The Car Show will take place from 11:00 a.m. – 3:00 p.m., with additional time requested for event setup and cleanup.

Summary:

Event organizers are requesting approval to host their 2nd Annual Benefit Car Show. Proceeds from the event will benefit local 501(c)(3) organizations, Paw Estates Rescue and Underdog Adventures.

Conditions of Approval:

Approval of the event is subject to the following conditions:

1. **Insurance:** The event organizer must provide a Certificate of Liability Insurance naming the City of Exeter as an additional insured with the required limits prior to the event.
2. **Amplified Sound:** Amplified sound is allowed only between 10:00 a.m. and 3:00 p.m. consistent with the approved sound permit.
3. **Alcohol Regulations:** This is an alcohol-free event.
4. **Permits and Fees:** Event hosts are responsible for obtaining all required permits for food handlers and vendors.

5. **Clean Up:** Event host is responsible for the clean-up and removal of all trash and debris at the conclusion of the event. Arrangements for additional trash carts and any associated cost are the responsibility of the host.
6. **Street Closure:** The City of Exeter will post street closure notifications 72 hours in advance and city staff will close and open road at approved time.

Background:

Event Sponsor We Fit Boot Camp and Gym have frequently hosted small business vendor markets both on private property and with approved street closures. Events have been well attended and organized with no negative impact to the City.

Fiscal Impact:

A Street Closure Permit Fee of \$103 will be paid by the applicant upon approval.

Prior City Council Actions:

City Council last approved a similar event with similar street closures for We Fit Gym on March 11, 2025.

Attachments:

- Street Closure Application
- Street Closure Map
- Event Flyer
- Approved Amplified Sound Permit
- Street Closure Signatures

Recommended motion to be made by the City Council:

I move to approve the request for a street closure on Maple Street between D Street and E Street for We Fit Boot Camp and Gym to host a Benefit Car Show on April 25, 2026, beginning at 7:00 a.m. and ending at 4:00 p.m., subject to the conditions of approval.



City of Exeter Street Closure Application

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

Date of Event: 4-25-26

Name of group requesting street closure: We Fit Boot Camp

Name of contact person: Rachel Orasco Phone: [REDACTED]

Mailing address: [REDACTED] Email: [REDACTED]

Alternate Contact Person: David Orasco Phone: [REDACTED]

Mailing Address: Same as Above Phone: _____

Type of event: Benefit Vendor Market

Time of closure: 7:00 am until 4:00 pm

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

Maple Street

Between D + 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.

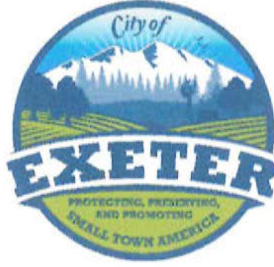
I understand my \$50 application fee is nonrefundable and if my event needs to be rescheduled, I will not be required to pay a second application fee.

Applicant Signature: [REDACTED] Date 3-30-26

Office use: *****
Fee paid _____

Public Works Director _____ Chief of Police _____

Council Approval: _____



STREET CLOSURE APPLICATION ATTACHMENT

INSURANCE & WAIVERS

General Liability Insurance: *The undersigned shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage including without limitation, blanket contractual liability. If a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The Undersigned's general liability policies shall be primary and shall not seek contribution from the City's coverage, and shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. When alcohol is being served or sold at any permitted facility, it is mandatory that the General Liability Policy include Liquor Liability Coverage.*

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

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

Indemnity/Hold Harmless Agreement: *Undersigned shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Undersigned's performance of its obligations under this agreement or out of the operations conducted by Undersigned, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Undersigned's performance of this agreement, the Undersigned shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.*

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

I have read the Street Closure Request Application Attachment and do hereby certify that I have been duly authorized by the organization which I represent to enter into this agreement, and that the activity which the organization is sponsoring fully meets the conditions set forth herein and that we agree to observe all rules and procedures as stated.

Print Name of Applicant: Rachel Orasco

Signature of Applicant: [Redacted] Date: 3-30-26

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



Mural-Packing Ladies

Mural-Poppies & Lupine

Mural-Passport to Paradise

Mural-Rocky Hill Guardian

First Presbyterian Church

SE St

E Maple St

SD St

E Maple St

SD St

SE St



2nd Annual Benefit Car Show & Community Event

Saturday, April 25, 2026

Roll In Time: 10:00 AM

Event Time: 11:00 AM - 3:00 PM

Lowriders • Classic Cars • Bikes

Entry Fee: \$15 Per Vehicle/Bike

- ✓ Top 10 Awards
- ✓ Best of Show
- ✓ Best Lowrider
- ✓ Best Bike
- ✓ Judges Choice

🐾 All Proceeds Benefit:
• Paw Estate Rescue
& Underdog Adventures
— (501(c)(3) Non-Profits) —

WE FIT BOOT CAMP GYM

151 S E St, Exeter, CA 93221

MUSIC • FOOD • CRAFT VENDORS • RAFFLES

FOR VENDOR INFO, CONTACT

@WEFITBOOTCAMP

In need of raffle prize donations - anything will be appreciated





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 Rachel Orasco Phone No. [REDACTED]
Address [REDACTED]

Name of Organization We Fit BootCamp Phone No. [REDACTED]
Address [REDACTED]

Type of Event Benefit Vendor ^{Market} Location of Event 151 S.E. Street, Exeter

Date of Event 4-25-26 Start Time 10 am End Time 3 pm

Type of equipment to be used Speakers

Additional Information Phone with Bluetooth to speaker

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

[REDACTED]
Applicant Signature
CHIEF ROB SCHIMPF
Chief of Police

3-30-26
Date
 Permit Denied
 Permit Approved

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



Agenda Item Staff Report

Agenda Item Number:

I.7.

Meeting Date:

April 14, 2026

Wording for Agenda:

Consider Authorizing the Director of Public Works to Issue an Encroachment Permit for the Use of up to Six (6) Parking Spaces by the Exeter Chamber of Commerce and Harvest Wealth, along with a Permit Fee Waiver for a Drive Through Document Shredding Event.

Submitting Department:

Public Works

Contact Name:

Marie Arroyo, Senior Administrative Assistant

Department Recommendation:

Staff recommends the City Council authorize the Director of Public Works to issue an encroachment permit for the use of up to six (6) parking spaces adjacent to Harvest Wealth Group, located at 160 S. E Street, on April 20, 2026, between the hours of 8:00 a.m. and 2:00 p.m., for a drive-through document shredding event.

Background & Summary:

The Exeter Chamber of Commerce and Harvest Wealth Group are partnering together to provide businesses and residents with an opportunity to securely shred documents. The Exeter Chamber of Commerce has requested an encroachment permit to close six parking spaces on April 20, 2026, to facilitate a community drive through document shredding event. A shredding truck is planned to be parked curbside on the north side of Maple Street between E Street and F Street near the Harvest Wealth Group office. Participants are planned to be able to drive up, unload documents, and observe the secure shredding process.

The event will be offered free to the public, with the cost of the third-party shredding service covered by the event organizers. Prior shredding events have been well received by the community. The Chamber of Commerce has requested a fee waiver for the encroachment permit.

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. **Cleanup:** Event organizers are responsible for post event clean-up and debris removal.

Fiscal Impact:

The encroachment permit fee associated with the event is \$151.00, as outlined below:

- Encroachment permit fee \$151.00

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

Prior City Council Actions:

N/A

Attachments:

- Encroachment Permit Application
- Encroachment Permit E26-08
- Fee Waiver Request
- Event flyer

Recommended motion to be made by the City Council:

I move to authorize the Director of Public Works to issue an encroachment permit for the use of up to six (6) parking spaces as requested by the Exeter Chamber of Commerce and Harvest Wealth Group, and to approve a permit fee waiver in the amount of \$151.



Office of the Director of Public Works

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

Encroachment Permit Application Non-excavating or Community Project

Encroachment Location: E Maple between E & F Street

Business/Group Name: Harvest Wealth Group + Exeter Chamber

Applicant: Heather Ritter Phone: [REDACTED]

Applicant address: 101 W. Pine St Email: heather@exeterchamber.com

Start Date: 4.20.26 Projected Completion Date: 4.20.26

Will encroachment affect adjacent properties? _____

Will the encroachment affect traffic? _____

(If yes, a traffic plan will be required)

Please give a detailed explanation of the job/project and how you will be encroaching on city property?

Requesting use of parking spaces on E Maple
alongside Harvest Wealth building for a community
drive-thru
Shred Day.

Signature: [REDACTED] Date: 4.5.26

Fee for Encroachment permit is \$151.00. Please make check payable to The City of Exeter and return with application.

City Use:

Approved By: _____ date _____

Fee Paid _____ Date _____



Office of the Director of Public Works

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

Non Excavation Encroachment Permit

Subject to all of the Terms, Conditions and Restrictions set forth below.

The City shall be notified **24 hours prior** to the start of work, Ph (559) 592-3318 x 4002

1. NO work other than what is specified below is authorized.
2. Signing and Flagging shall be in accordance with the requirements set forth in the current *California Manual on Uniform Control Devices* issued by the State of California Department of Transportation. Adequate warning devices shall be installed and maintained until the completion of work.
3. This permit shall be kept at the site of the work and shall be shown, on demand, to all authorized representatives of the City and to Peace Officers.
4. No trench or excavation shall remain open during non-working hours.
5. One 12ft. lane of traffic shall remain open at all times. Two paved 12ft. lanes shall be maintained during non-working hours.
6. The pavement edge shall be cut smoothly and vertically and a tack coat applied to these edges prior to resurfacing. Trenches and excavations shall be restored to City Standards. Compaction tests IS be required at the contractor's expense if using soil. Sand or Cement slurry requires city inspection PRIOR to cover trench.
7. The installation shall not obstruct the existing drainage patterns.
8. 811 must be contacted concerning underground facilities, prior to the start of work.
9. The Contractor shall diligently perform work with minimum interference to traffic and adjacent properties. Unreasonable delays in completing the work may cause permit revocation and forfeiture of future permit privileges.
10. Please notify affected residents and businesses prior to utility shut offs.
11. Connection MUST be inspected by City Staff PRIOR to closing trench.

Permit for excavation issued on April 6, 2026

**To: Exeter Chamber of Commerce
101 W Pine
Exeter, Ca 93221**

Applicant: Heather Ritter, Exeter Chamber Representative (559) 592-2919

Location of Encroachment: : East side of Harvest Wealth 160 S. E St Exeter

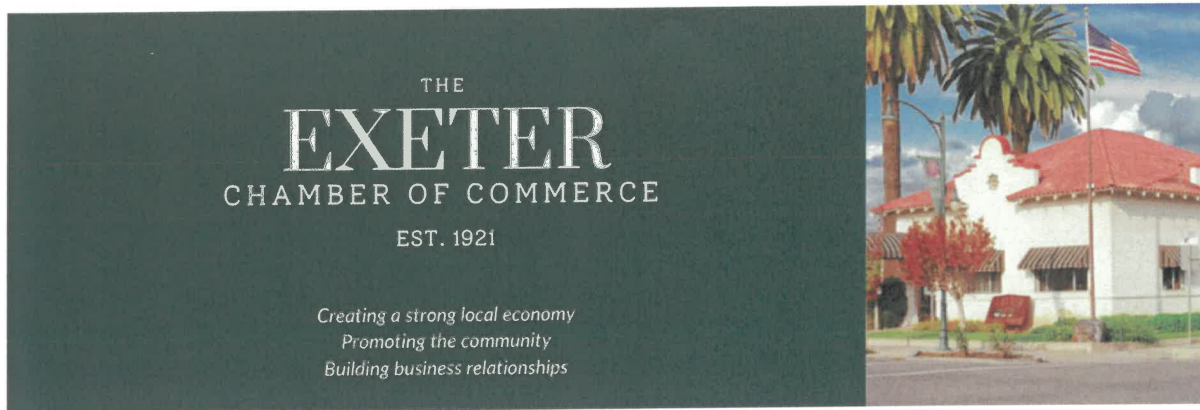
Reason for Encroachment: Sponsored event for free drive through document shredding

Permit Fee: \$151.00

Permit # E26-08

Effective 4/20/26

**Approved By: _____
Zach Boudreaux, Director of Public Works**



April 6, 2026

Dear City of Exeter,

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

We respectfully request a waiver of the \$151.00 encroachment permit application for the upcoming Drive-Thru Shred Day hosted by Harvest Wealth Group to be held on April 20, 2026. The shred day is a free, community-focused service that is held directly for the benefit of our community members and local businesses.

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

Thank you for your consideration.

Sincerely,

Heather Ritter

Office Coordinator

Exeter Chamber of Commerce

Harvest Wealth Group

DRIVE-THRU SHRED DAY

Monday, April 20th
9am-1pm

160 S E St
Exeter, CA
(Corner of E & Maple)



Sponsored with

- The Exeter Chamber of Commerce
- 20/20 Employee Benefits



Relax in your vehicle while our team takes care of shredding all those documents weighing you down. No hassle, just drive through and we'll do the rest! We can't wait to see you there!



Agenda Item Staff Report

Agenda Item Number:

I.8.

Meeting Date:

April 14, 2026

Wording for Agenda:

Consideration of Project Acceptance, Release of Retention Funds and Authorize Filing of a Notice of Completion (NOC) for the Police Department and Administration Building Remodel Project with Sierra Range Construction.

Submitting Department:

Public Works

Contact Name:

Zach Boudreaux, Director of Public Works

Department Recommendation:

Staff recommends that the City Council authorize the filing of a Notice of Completion (NOC) for the Police Department and Administration Building Remodel Project with Sierra Range Construction and direct Staff to pay the project retainage and release the retention funds in accordance with the contract.

Summary:

The Police Department and Administration Building Remodel Project has been completed in accordance with project specifications and applicable standards. In order to formally close out the project, Staff is requesting that the City Council authorize the filing of a Notice of Completion (NOC) and pay project retainage to the contractor in accordance with the agreement.

Filing the NOC is a required step under California law to formally accept the project as complete, initiate the statutory period for any subcontractor or supplier claims, and allow for the release of retention and performance securities. The Notice of Completion will be recorded with the County of Tulare.

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

The final payment amount of \$85,814.57 includes the project's 5 percent retainage was accounted for in the project budget, and sufficient funds are available in the project budget to cover the expense.

Background:

The PD and Administration building remodel project commenced in early 2025 and has now reached completion. The project improvements have been reviewed and determined to meet City standards, County building requirements, and the expectations of City staff.

Throughout the course of construction, several change orders were processed to address unforeseen conditions and project modifications, resulting in adjustments to the overall project cost. These changes were reviewed and approved as part of the project management process.

Following final inspection and verification, staff has determined that the project has been completed in accordance with the approved plans and specifications. Upon City Council approval, the Notice of Completion will be recorded with the County of Tulare to formally document project completion.

Fiscal Impact:

The payment in the amount of \$85,814.57 is included within the approved project budget. No additional appropriation is required.

Prior City Council Actions:

- 2022–2023: Authorized design services with EBM Design Group, reviewed project designs, and approved related contract amendments.
- September 24, 2024: Approved a CEQA exemption for the project.
- October 22, 2024: Awarded the construction contract to Sierra Range Construction.
- April–June 2025: Received a project status update.
- June 24, 2025: Authorized an increase to the project contingency in the amount of \$212,000.

Attachments:

- Final Invoice from Sierra Range Construction
- Draft Notice of Completion

Recommended motion to be made by the City Council:

I move to accept the project as complete and authorize the filing of a Notice of Completion (NOC) with the County of Tulare for the Police Department and Administration Building Remodel Project with Sierra Range Construction and direct Staff to pay the project retainage of \$85,814.57 and release the retention funds.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 City of Exeter
 137 North F Street
 Exeter, CA 93221
 FROM CONTRACTOR:
 Sierra Range Construction
 PO Box 427
 Visalia, CA. 93279

PROJECT:
 Exeter Police Department Remodel Project
 100 North C Street
 Exeter, CA 93221
 VIA CONSTRUCTION MANAGER:
 QK
 901 E. Main Street
 Visalia, CA 93292

APPLICATION #: 11
 PERIOD TO: 11/30/25
 Purchase Order No: 249070
 CONTRACT DATE: 11/14/24

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACT FOR: Exeter Police Department Remodel Project

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM -----	\$	1,470,000.00
2. Net change by Change Orders -----	\$	246,291.38
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	1,716,291.38
4. TOTAL COMPLETED & STORED TO DATE -\$		1,716,291.39
(Column G on Continuation Sheet)		
5. RETAINAGE:		
a. 5.0% of Completed Work	\$	85,814.57
(Columns D+E on Continuation Sheet)		
b. _____ of Stored Material	\$	
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of Continuation Sheet-----		
	\$	85,814.57
6. TOTAL EARNED LESS RETAINAGE -----	\$	1,630,476.82
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)-----	\$	1,559,167.65
8. CURRENT PAYMENT DUE -----	\$	71,309.18
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	85,814.56

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$246,291.38	
Total approved this Month		
TOTALS	\$246,291.38	
NET CHANGES by Change Order	\$246,291.38	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: Michelle Perez Date: 3/3/26
 Michelle Perez
 Contract Admin

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: CONSTRUCTION MANAGER

By: Greg Chapman Date: 03-17-2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 11

PROJECT:

APPLICATION DATE: 03/03/26

Exeter Police Department Remodel Project

PERIOD TO: 30-Nov-25

100 North C Street

ARCHITECT'S PROJECT NO: 249070

Exeter, CA 93221

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H % (G/C)	I Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
1	Bond	33,165.00	33,165.00			33,165.00	100%		1,658.25
2	Mobilization & Gen Req.	15,062.00	15,062.00			15,062.00	100%		753.10
3	Demo	203,538.00	203,538.00			203,538.00	100%		10,176.90
4	Concrete Footings & Flatwork-Labor	27,402.90	27,402.90			27,402.90	100%		1,370.15
5	Concrete Footings & Flatwork-Material	11,744.10	11,744.10			11,744.10	100%		587.21
6	Concrete Ramps & Stairs - Labor	24,828.48	24,828.48			24,828.48	100%		1,241.42
7	Concrete Ramps & Stairs - Material	8,723.52	8,723.52			8,723.52	100%		436.18
8	Rough Carpentry - Labor	163,725.10	163,725.10			163,725.10	100%		8,186.26
9	Rough Carpentry - Materials	49,027.90	49,027.90			49,027.90	100%		2,451.40
10	Rough Electrical-Labor	29,532.26	29,532.26			29,532.26	100%		1,476.61
11	Rough Electrical-Materials	14,545.74	14,545.74			14,545.74	100%		727.29
12	Finish Electrical-Labor	15,959.50	15,959.50			15,959.50	100%		797.98
13	Finish Electrical-Materials	15,959.50	15,959.50			15,959.50	100%		797.98
14	HVAC- Labor	50,566.89	50,566.89			50,566.89	100%		2,528.34
15	HVAC- Materials	102,666.11	102,666.11			102,666.11	100%		5,133.31
16	Insulation-Labor	1,397.50	1,397.50			1,397.50	100%		69.88
17	Insulation-Materials	1,397.50	1,397.50			1,397.50	100%		69.88
18	Casework-Labor	13,194.48	13,194.48			13,194.48	100%		659.72
19	Casework-Materials	12,179.52	12,179.52			12,179.52	100%		608.98
20	Windows -Store front-Labor	20,065.08	20,065.08			20,065.08	100%		1,003.25
21	Windows -Store front-Materials	27,708.92	27,708.92			27,708.92	100%		1,385.45
22	Doors-Labor	11,323.25	11,323.25			11,323.25	100%		566.16
23	Doors-Materials	33,969.75	33,969.75			33,969.75	100%		1,698.49
24	Rough Plumbing-Labor	24,245.25	24,245.25			24,245.25	100%		1,212.26
25	Rough Plumbing-Materials	8,081.75	8,081.75			8,081.75	100%		404.09
26	Finish Plumbing-Labor	22,266.00	22,266.00			22,266.00	100%		1,113.30
27	Finish Plumbing-Materials	7,422.00	7,422.00			7,422.00	100%		371.10
28	Drywell/Storm Drain - Labor	2,968.50	2,968.50			2,968.50	100%		148.43
29	Drywell/Storm Drain - Material	989.50	989.50			989.50	100%		49.48
30	Roofing-Labor	9,392.40	9,392.40			9,392.40	100%		469.62
31	Roofing-Materials	21,915.60	21,915.60			21,915.60	100%		1,095.78
32	Drywall-Labor	71,765.40	71,765.40			71,765.40	100%		3,588.27
33	Drywall-Materials	30,756.60	30,756.60			30,756.60	100%		1,537.83
34	Lath/Plaster-Labor	81,447.60	81,447.60			81,447.60	100%		4,072.38
35	Lath/Plaster-Materials	43,856.40	43,856.40			43,856.40	100%		2,192.82
36									
	SUBTOTALS PAGE 2	1,212,790.00	1,212,790.00			1,212,790.00	100%		60,639.50

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 11

PROJECT:

APPLICATION DATE: 03/03/26

Exeter Police Department Remodel Project

PERIOD TO: 30-Nov-25

100 North C Street

ARCHITECT'S PROJECT NO: 249070

Exeter, CA 93221

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H % (G/C)	I Balance To Finish (C - G)	J Retainage
			From Previous Application (D + E)	This Period					
37	Painting - Labor	63,412.83	63,412.83			63,412.83	100%		3,170.64
38	Painting - Materials	12,988.17	12,988.17			12,988.17	100%		649.41
39	Flooring-Labor	3,549.44	3,549.44			3,549.44	100%		177.47
40	Flooring-Materials	7,542.56	7,542.56			7,542.56	100%		377.13
41	Acoustic Ceilings/FRP-Labor	5,124.75	5,124.75			5,124.75	100%		256.24
42	Acoustic Ceilings/FRP-Materials	15,374.25	15,374.25			15,374.25	100%		768.71
43	Ceramic Tile-Labor	9,583.33	9,583.33			9,583.33	100%		479.17
44	Ceramic Tile-Materials	12,965.68	12,965.68			12,965.68	100%		648.28
45	Restroom Partitions&Acces-Labor	3,591.42	3,591.42			3,591.42	100%		179.57
46	Restroom Partitions&Acces-Materials	13,510.58	13,510.58			13,510.58	100%		675.53
47	Gutters - Labor	40,048.80	40,048.80			40,048.80	100%		2,002.44
48	Gutters - Material	26,699.20	26,699.20			26,699.20	100%		1,334.96
49	Handrails & Columns - Labor	26,841.60	26,841.60			26,841.60	100%		1,342.08
50	Handrails & Columns - Materials	6,710.40	6,710.40			6,710.40	100%		335.52
51	Signs	9,267.00		9,267.00		9,267.00	100%		463.35
52									
53									
54	CO2-It 1. Blk Wall, Trash Encl, lklbl gate	20,993.43	20,993.43			20,993.43	100%		1,049.67
55	CO2-It 2. Furniture Moving	3,379.17	3,379.17			3,379.17	100%		168.96
56	CO2-It 3. Blk Wall SW, Lockable Gate	9,982.37	9,982.37			9,982.37	100%		499.12
57	CO2-It 4. Carpet Dispatch RM-Carp Tiles	6,078.38	6,078.38			6,078.38	100%		303.92
58	CO2-It 5. Demo Cabinets/Counters	1,528.74	1,528.74			1,528.74	100%		76.44
59	CO2-It 6. Remv Wall Panel/dyrwall/ paint	7,985.68	7,985.68			7,985.68	100%		399.28
60	CO2-It7 Demo patch/blk strap shear walls	31,543.43	31,543.43			31,543.43	100%		1,577.17
61	CO2-It 8. Metal Roof/flashing	33,015.35	33,015.35			33,015.35	100%		1,650.77
62	CO3-It 1.-New Beam Men's Restroom	20,730.07	20,730.07			20,730.07	100%		1,036.50
63	CO3-It 2.-Demo & Remove Existing HVAC	13,809.76	13,809.76			13,809.76	100%		690.49
64	CO3-It 3.-Additional Roof Drain	10,151.47	10,151.47			10,151.47	100%		507.57
65	CO3-It 4.-Provide & Install Sink	1,416.54	1,416.54			1,416.54	100%		70.83
66	CO4-It 1.- Grinding & Floor Prep	9,263.28	9,263.28			9,263.28	100%		463.16
67	CO4-It 2.-Floor Plywood Underlayment	10,618.42	10,618.42			10,618.42	100%		530.92
68	CO5-It 1.-Modify Exit Ramp	10,279.83		10,279.83		10,279.83	100%		513.99
69	CO5-It 2.-T&M Drywall Work	19,876.88		19,876.88		19,876.88	100%		993.84
70	CO5-It 3.-Battery Kits Flush Valves	1,113.08		1,113.08		1,113.08	100%		55.65
71	CO5-It 4.-Repair T-Bar Ceilings	11,466.22		11,466.22		11,466.22	100%		573.31
72	CO5-It 5.-Reroute Exterior Conduits	8,487.68		8,487.68		8,487.68	100%		424.38
	SUBTOTALS PAGE 3	1,701,719.79	1,641,229.10	60,490.69		1,701,719.79	100%		85,085.99

ATTACHMENT TO PAY APPLICATION

PROJECT:
 Exeter Police Department Remodel Project
 100 North C Street
 Exeter, CA 93221

APPLICATION NUMBER: 11
 APPLICATION DATE: 03/03/26
 PERIOD TO: 30-Nov-25
 ARCHITECT'S PROJECT NO: 249070

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
73 74	CO5-It 6.-Circuits for HVAC Units	14,571.60		14,571.60		14,571.60	100%		728.58
SUBTOTALS PAGE 4		1,716,291.39	1,641,229.10	75,062.29		1,716,291.39	100%		85,814.57

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Name
Street
Address
City &
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is _____
3. The full address of the owner is _____

4. The nature of the interest or estate of the owner is in fee.

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on _____ . The work done was:

7. The name of the contractor, if any, for such work of improvement was _____

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

8. The property on which said work of improvement was completed is in the city of _____ ,
County of _____ , State of California, and is described as follows: _____

9. The street address of said property is _____

(If no street address has been officially assigned, insert "none")

Dated: _____

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the _____ the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ , 20 _____ , at _____ , California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)



Agenda Item Staff Report

Agenda Item Number:

I.9.

Meeting Date:

April 14, 2026

Wording for Agenda:

Confirmation of Employment Agreement with Janie Rodriguez for the Position of Finance Director and Authorize the City Administrator to Execute the Agreement.

Submitting Department:

Administration

Contact Name:

Francesca Quintana, City Clerk/Human Resources Manager
Jason Ridenour, City Administrator

Department Recommendation:

Staff recommends that the City Council confirm the Employment Agreement with Janie Rodriguez for the position of Finance Director and authorize the City Administrator to execute all necessary documents.

Background & Summary:

The City of Exeter experienced a vacancy in the Finance Director position following the resignation of the former Finance Director, effective March 16, 2026. In response, the City initiated a comprehensive recruitment process to identify a highly qualified candidate to oversee the City's financial operations.

Pursuant to Exeter Municipal Code Section 2.08.060, Department Heads are appointed by the City Administrator, subject to the consent/confirmation of the City Council. Accordingly, the City Administrator has selected Janie Rodriguez as the preferred candidate for the position of Finance Director, and this item is being brought forward for City Council confirmation of that appointment, along with approval of the Employment Agreement.

The recruitment process included multiple phases designed to ensure a thorough and objective evaluation of candidates. A technical interview panel was convened who evaluated candidates based on technical expertise, leadership ability, and municipal finance experience.

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R

Following the technical interviews, top candidates advanced to a final interview conducted on April 6, 2026, with the City Administrator, with Human Resources present. Based on the results of both the technical panel and final interview process, both the panel and City Administrator concluded that Janie Rodriguez is the top candidate and best suited for the role.

Ms. Rodriguez brings over 20 years of progressively responsible municipal finance experience, including current service as a Finance Director overseeing a 22-person department and managing comprehensive citywide financial operations. Her experience includes management of a \$35.5 million annual budget, oversight of a \$130 million investment portfolio, preparation of Annual Comprehensive Financial Reports (ACFR), coordination of audits, and implementation of internal controls to strengthen financial accountability and efficiency.

Additionally, Ms. Rodriguez has demonstrated strong leadership in presenting complex financial information to executive leadership and City Councils, implementing system improvements, and addressing long-term financial challenges. Her background aligns well with the City of Exeter's operational needs and strategic financial goals.

To formalize the employment relationship, an Employment Agreement has been prepared outlining compensation, benefits, and terms of employment. Key provisions of the agreement include:

- At-will appointment consistent with Exeter Municipal Code Section 2.08.060
- Term through June 30, 2027
- Monthly salary of \$11,001 (Step E) plus applicable stipends
- Standard management benefits in accordance with the City's Rules & Regulations
- Three (3) months severance if terminated without cause
- Automobile allowance and other standard executive provisions

The agreement establishes clear expectations and provides continuity in financial leadership for the City. The agreement is contingent upon the candidate successfully completing all pre-employment requirements.

Fiscal Impact:

Sufficient funds are included in the adopted Fiscal Year 2025-2026 budget for the Finance Director position. Compensation is consistent with the approved salary schedule and budget appropriations.

Prior City Council Actions:

None associated with this action.

Attachments:

- DRAFT Employment Agreement

Recommended motion to be made by the City Council:

I move to confirm the Employment Agreement between the City of Exeter and Janie Rodriguez and her appointment to the position of Finance Director and authorize the City Administrator to execute all necessary documents.

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF EXETER AND JANIE RODRIGUEZ

This Agreement is entered into this _____ day of _____, 2026 by and between the City of Exeter ("City") and Janie Rodriguez ("Rodriguez"), pursuant to the terms and conditions described herein, with the understanding that employment is contingent upon Rodriguez successfully passing all pre-employment requirements.

The City wishes to employ the services of Rodriguez, in the capacity of Finance Director, a full time position. Further, the City and Rodriguez noted desire to provide for certain procedures, benefits and requirements regarding the employment. Rodriguez is willing to work in the stated capacity under the terms and conditions recited herein.

Rodriguez shall represent and support the policies and procedures established by the City Council and City Administrator.

Employee Rights and the City of Exeter Employee Rules & Regulations

As a City Department Head, Rodriguez is an at-will employee of the City pursuant to the City Code of Ordinances Section 2.08.060, employed at the discretion of the City Administrator with the consent of the City Council. Rodriguez shall enjoy all applicable employment rights provided by State and Federal law. Further, the City shall have as a primary goal the protection and furtherance of these rights. As an at-will employee, Rodriguez is subject to the compensation, benefits, and conditions as specified in this Agreement through the stated term.

Where this Agreement contains an article pertaining to a specific topic also contained in the City of Exeter Employee Rules & Regulations, the provisions in this document shall apply and shall in effect replace the section of the Rules & Regulations.

Where provisions of this Agreement conflict or contradict provisions in the City of Exeter Employee Rules & Regulations, this document shall have precedent over the Rules & Regulations. Where this Agreement is silent as to matters already addressed in the City of Exeter Employee Rules & Regulations, that document shall be the guiding source and authority, if applicable by its own terms.

Term of Agreement

This agreement shall commence at the time that Rodriguez is physically present and begins working onsite with the City and be effective until June 30, 2027.

Compensation

Compensation shall commence at the time that Rodriguez is physically present and begins

working onsite with the City.

The salary shall be at Step E of the established five-step salary range for the position of Finance Director, currently at an annual rate of \$132,012 annually (\$11,001 per month), as reflected in the adopted budget. Step increases shall be granted pursuant to the City of Exeter Employee Rules and Regulations. Compensation shall be provided in equal payments consistent with the employee payroll periods of the City.

Rodriguez shall receive the established treasurer stipend of \$300 per month.

Rodriguez is responsible for payment of 3.0% of the employer contribution to CalPERS, consistent with the other City Department Heads.

Benefits

Benefits will be made available to Rodriguez as outlined in the City of Exeter Employee Rules & Regulations as pertains to Management Employees, including any future amendment of said rules and regulations that may occur during the term of this Agreement. Specific and/or unique benefit provisions are described herein.

Provision of Automobile/Automobile Allowance/Mileage Reimbursement

The City shall provide a monthly auto allowance of \$300. Rodriguez shall be responsible for providing liability, property damage, and comprehensive insurance.

Retirement Benefit

The City of Exeter participates in the CalPERS retirement program. Rodriguez shall participate in the CalPERS local government employee "3% at Age 60" plan. The City shall follow the provisions of PEPR based on Rodriguez's eligibility as a "classic" or "new" member.

Rodriguez shall pay the full employee contribution to PERS plus 3% of the City's contribution

Employees contemplating retirement are strongly urged to contact CalPERS directly to estimate retirement benefits and plan accordingly.

Health Benefits

Rodriguez shall enjoy the same medical, dental, and vision benefits afforded to the employees within her department – with comparable benefit levels and employee/employer contributions. Rodriguez may choose to participate in the City's "Opt-Out" Plan, but otherwise will contribute a portion of her base salary towards her medical coverage consistent with the applicable City policies in effect.

Any subsequent changes made to the applicable plans that are applicable to the Department

employees shall apply to Rodriguez.

Vacation, Sick Leave/Personal Leave, Executive Leave, and Holidays

Rodriguez shall be afforded vacation leave, sick leave/personal leave, executive leave, and holidays as follows:

- She shall receive Vacation Leave equivalent to 16 working days per year, subject to the accumulation and accrual provisions set forth for Department Heads in the Employee Rules and Regulations.
- She shall receive 96 hours of Executive Leave per fiscal year at the beginning of the fiscal year.
- She shall receive Sick Leave equivalent to 12 working days per year, and subject to the applicable sections of the Employee Rules and Regulations.
 - Additionally, she shall be entitled to carry forward and receive credit for her sick leave accrued at her prior city employer.

Upon retirement, Rodriguez may request to cash out sick leave balance pursuant to the City of Exeter Employee Rules & Regulations.

Vacation Redemption: Rodriguez may elect to receive cash in lieu of up to eighty (80) hours of vacation leave accrual each calendar year, subject to the terms and conditions.

To receive cash in lieu of vacation leave accrual, Rodriguez must submit an irrevocable written election form no later than December 31st of the calendar year prior to the calendar year in which she wishes to receive cash in lieu of leave. To be eligible, she must, as of the December 31 deadline, have at least one-hundred sixty (160) hours of vacation leave accrued and must have taken at least forty (40) hours of vacation leave during the previous year. The cash in lieu will be payable in the last pay period of November the following calendar year. Only leave hours already accrued in the calendar year for which an election is made may be cashed out. Cashouts for leave hours accrued in a prior calendar year are not allowed. If for any reason she would not have accrued the full amount elected for cash-out during the current year, the cash-out amount will be reduced accordingly.

Provision of Technology/Stipends

Rodriguez shall receive a \$20.77 bi-weekly stipend to be used towards the payment of her personal cellular telephone account if she agrees to allow the City to use her personal cellular telephone number to contact her regarding work related issues. Rodriguez may also elect to decline the stipend and instead be provided with a City issued cell phone.

Bi-Lingual Pay

If qualified and designated, Rodriguez shall be granted \$23.08 bi-weekly in compensation for satisfactorily passing the City's designated bilingual testing/exam process.

Retention Pay

Retention Pay shall be available to Rodriguez. Rodriguez shall receive retention pay based on complete years of City of Exeter full-time employment/service as a percentage of base wages as follows: 2.5% at each 6,10, and 15 years (up to a maximum of 7.5%).

Educational Reimbursement

Educational reimbursement will be available up to a maximum of \$750.00 per fiscal/school year, for education that improves their ability to accomplish their City jobs, as approved by the City Administrator, consistent with City-adopted policies. Employees wishing to pursue such reimbursement may request City funds when registering for the course(s) or after completion of the course(s). If the employee requests funds at the time of registration, they must submit documentation of the name, location, and cost of the course(s). The employee must also submit proof of successful completion of the course with a passing grade upon completion. If the employee fails to complete the course(s) or does not complete the course(s) with a passing grade, the employee must return the funds to the City of Exeter. The City reserves the right to deduct any such amount due the City from the employee's payroll or next special check.

If the employee requests reimbursement for a course(s) after completion, they must submit documentation of the name, location, and cost along with evidence of successful completion of the course(s) with a passing grade.

If an employee covered by this Agreement completes an accelerated degree program, successfully receiving a bachelor's degree or master's degree as a result of such a program, reimbursement for allowable educational expenses (tuition, books, etc. directly paid to the program) may be extended to the single calendar year beyond completion of the program (at the reimbursement rate of \$750.00 per fiscal year.)

Termination and Severance

Rodriguez is subject to termination from employment at any time, but in accordance with City Code of Ordinances section 2.08.060. If Rodriguez is terminated from employment of the City during the term of this agreement for any reason except as expressly provided herein, she shall be entitled to severance pay as follows:

The employee shall be compensated equal to three (3) months' salary.

No compensation or benefits beyond those specifically described herein shall be provided to Rodriguez, excepting compensation for accrued leave balances as provided for in the City of Exeter Employee Rules & Regulations.

Rodriguez shall not be entitled to severance pay or the other benefits noted in this section in the event that she voluntarily resigns; is terminated by the City as the result of conviction of a felony or for a crime involving moral turpitude; or is terminated for a violation of the public

trust, violation of an official fiduciary responsibility, or dereliction of duty or failure to adequately perform the prescribed job duties and responsibilities. Any cash settlement provided by the City related to termination of Rodriguez shall be fully reimbursed to the City if Rodriguez is convicted of a crime involving an abuse of her office or position, as defined by AB 1344 (California Government Code 53243, et seq.). To the extent this Agreement allows for paid leave salary pending any investigation, and/or the payment of a legal criminal defense of Rodriguez, any funds expended by the city for these purposes shall be fully reimbursed to the City if Rodriguez is convicted of a crime involving an abuse of her office or position. Said reimbursements are required if such payments are made, even if the payments were made by the City in the absence of any contractual requirement to do so.

A 90 day 'cooling off' period shall exist immediately succeeding any general municipal election held in the city at which election a member of the city council is elected. During this period, Rodriguez may not be terminated without cause.

Notwithstanding any provision in this Agreement to the contrary, Rodriguez expressly acknowledges and agrees that she serves the City of Exeter in an "at will" position, and that the Exeter City Council may exercise its uncontrolled discretion in terminating the employment of any Department Head.

Executed this _____th day of _____, 2026.

CITY OF EXETER

EMPLOYEE

Jason Ridenour, City Administrator

Janie Rodriguez

Council Consent on April 14, 2026:

Jacob Johnson, Mayor

Approved as to Form:

Julia Lew, City Attorney

ATTEST

Francesca Quintana, City Clerk

DRAFT



Agenda Item Staff Report

Agenda Item Number: I.10.

Meeting Date:

April 14, 2026

Wording for Agenda:

Approval of a Street Closure for a City-Sponsored Independence Day 5K Run and Community Pancake Breakfast.

Submitting Department:

Public Works

Contact Name:

Marie Arroyo, Senior Administrative Assistant

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 street closure for a City-sponsored Independence Day 5K run and community pancake breakfast between the hours of 4:00 a.m. and 10:00 a.m. on July 4, 2026.

Background & Summary:

The City of Exeter is planning to host a community 5K run and pancake breakfast on July 4, 2026. The event will begin at Exeter City Park and is intended to provide a family-friendly recreational opportunity for residents and visitors.

The 5K run will be organized by the City of Exeter Recreation Department, and the pancake breakfast will be provided by the Exeter Kiwanis Club.

To safely accommodate these activities, the following street closures are requested:

- Closure of D Street between Cedar Street and Chestnut Street
- Westbound lane closure on Cedar Street between D Street and E Street

A street closure application and route map have been submitted and are included with this item. Additionally, an amplified sound permit has been reviewed and approved in accordance with City requirements.

This event is being coordinated by City staff in partnership with local community organizations and is consistent with the City's efforts to provide recreational and community engagement opportunities.

Conditions of Approval:

Approval of the event is subject to the following conditions:

- **Insurance:** The City of Exeter will provide adequate liability insurance as required by the Risk Management Authority (RMA).
- **Notifications:** Public Works will post street closure notices at least 72 hours in advance.
- **Amplified Sound:** Permitted between the hours of 6:00 a.m. and 10:00 a.m., in accordance with the approved permit.
- **Alcohol:** This is an alcohol-free event.
Fees: Race participants will pay a registration fee in accordance with the adopted fee schedule; the pancake breakfast will be free to the public.
Trash: Additional trash receptacles will be provided to accommodate event needs.

Fiscal Impact:

Participant registration is intended to recover the costs associated with the event. Minimal impact associated with staff time and event coordination is expected, costs not recovered by registration revenue will be covered with departmental budget.

Prior City Council Actions:

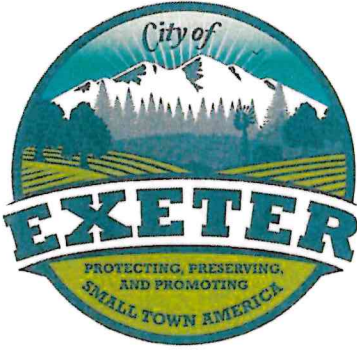
The City previously hosted a similar 5K run event prior to 2020.

Attachments:

- Street Closure Application
- 5K Race Route Map
- Approved Amplified Sound Permit

Recommended motion to be made by the City Council:

I move to approve the City-sponsored 5K run and community pancake breakfast, including street closures and traffic control measures, subject to the stated terms and conditions.



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: 7/4/26

Name of group requesting street closure: City of Exeter

Name of contact person: Eli Garver Phone: 592-3710

Mailing address: 137 N 1st Exeter Email: egarver@exetercityhall.com

Alternate Contact Person: _____ Phone: _____

Mailing Address: _____ Phone: _____

Type of event: 4th of July Sk

Time of closure: 4:00 AM until 10:00 AM

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

see Attach

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

EG 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.

EG 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: [Signature] Date 2/24/26

Office use: *****

Fee paid _____

Public Works Director _____

Chief of Police _____

Council Approval: _____



City of Exeter

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

Title 5, Chapter 5.48 –

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

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

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

Name of Applicant Eli Garver Phone No. _____
Address _____

Name of Organization City of Exeter Phone No. 967-6906
Address 137 North F St Exeter

Type of Event 5K Run Location of Event City Park

Date of Event 7/9/26 Start Time 6:00A End Time 10:00A

Type of equipment to be used Speaker

Additional Information at the beginning only

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

Wille
Applicant Signature

Chief Rob Schimpf
Chief of Police

3/26/26
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:

J.1.

Meeting Date:

April 14, 2026

Wording for Agenda:

Conduct Second Reading and Adopt Ordinance No. 719, an Ordinance of the City Council of the City of Exeter Adding Chapter 15.56 to Title 15 of the Exeter Municipal Code to Establish an Expedited Permitting Process for Electric Vehicle Charging Stations Consistent with California Government Code Section 65850.7.

Submitting Department:

City Attorney

Contact Name:

Julia Lew, City Attorney

Department Recommendation:

Staff recommends that the City Council:

- Conduct second reading of Ordinance No. 719; and
- Adopt Ordinance No. 719 establishing an expedited permitting process for Electric Vehicle Charging Stations (EVCS) consistent with California Government Code §65850.7.

Background & Summary:

At its prior meeting on March 24, 2026, the City Council conducted a public hearing and introduced Ordinance No. 719 for first reading by title only. The ordinance establishes an expedited permitting process for Electric Vehicle Charging Stations (EVCS) in compliance with California Government Code Section 65850.7.

The proposed ordinance adds Chapter 15.56 to Title 15 of the Exeter Municipal Code and aligns the City's permitting process with state law requirements intended to streamline EVCS installation and reduce permitting barriers.

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

As previously discussed, the City of Exeter contracts with Tulare County for building and permitting services, including plan review and inspections. Accordingly, EVCS permit applications will continue to be reviewed and processed through Tulare County under the City's existing agreement. The ordinance formally codifies this process and ensures consistency between the City's Municipal Code and the procedures utilized by the County.

No changes have been made to the ordinance since its introduction at first reading.

Fiscal Impact:

There is no direct fiscal impact associated with adoption of this ordinance. Permit review and inspection services will continue to be provided through the City's existing contract with Tulare County for building services.

Prior City Council Actions:

March 24, 2026 – Conducted public hearing and introduced Ordinance No. 719 for first reading by title only.

Attachments:

- Agreement with Tulare County
- County EVCS Checklist
- DRAFT Ordinance No. 719

Recommended motion to be made by the City Council:

I move to conduct second reading and adopt Ordinance No. 719, an ordinance of the City Council of the City of Exeter adding Chapter 15.56 to Title 15 of the Exeter Municipal Code establishing an expedited permitting process for electric vehicle charging stations consistent with California Government Code Section 65850.7 and waive further reading.

AGREEMENT BETWEEN THE COUNTY OF TULARE AND THE CITY OF EXETER
CONCERNING BUILDING PERMITS AND INSPECTION SERVICES

This Agreement, made and entered into this 30 day of April, 2019 by and between the COUNTY OF TULARE, hereinafter referred to as "the County", and the CITY OF EXETER, hereinafter referred to as "the City";

WITNESSETH

WHEREAS, it is necessary and convenient to the City to contract for the services of personnel having familiarity with and experience in planning and zoning reviews, and industrial, commercial, and residential building permit issues and inspection in order for the City to enforce zoning ordinance compliance, inspect structures and enforce construction, housing, health and safety rules and regulations in compliance with adopted City Zoning Ordinance and the State of California Building Codes; and

WHEREAS, the County of Tulare Resource Management Agency hereinafter referred to as "RMA", maintains a staff having the needed planning, zoning, environmental review, plan check, and building inspection experience and certification; and

WHEREAS, the County has an adopted fee schedule for certain planning, environmental review, building permits, and inspection services herein described; and

WHEREAS, the County is agreeable to performing certain functions and providing personnel for performance as herein described;

NOW, THEREFORE, IT IS AGREED as follows:

1. The County agrees to provide personnel, materials, forms, transportation, and provide facilities within the RMA facilities presently maintained by the County to assist the City, under direction of the City Building Official, to enforce zoning; plan check; examination of plans and premises for compliance with the State of California Building Code, the California Plumbing Code, the California Electrical Code, the California Mechanical Code and California Housing Code, applicable zoning and planning ordinances of the City, the California Health and Safety Code; and such other and further purposes as the City Building Official may direct.
2. The County will perform inspections at the direction of the City Building Official, post notices and perform administrative and clerical work necessary and

10. While actually engaged in performing any such services, inspections, or other duties pursuant to this Agreement, County personnel shall be deemed to be officers of the City. The City shall provide law enforcement support at the County's request. The County will not abate or repair property that is in violation, unless otherwise directed by the City in writing, on a case-by case basis. The City shall be the point of contact for citizens, constituents, and residents to report nuisances and non-compliance with codes for properties located within the City Limits. In the event that abatement or repair is necessary to correct a violation or remove a nuisance, the City shall contract for such abatement or repair or direct the County, in writing, to proceed with the abatement process on behalf of the city pursuant to the terms of this agreement.
11. To the fullest extent permitted by law, the City shall hold harmless, defend and indemnify the County, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including County property, arising from, or in connection with, the performance of this agreement by City employees, officers and agents, and by County employees, officers and agents unless caused by negligence or willful misconduct of County employees, officers and agents. To the fullest extent permitted by law, the County shall hold harmless, defend and indemnify the City, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including City property, arising from, or in connection with, the negligence or willful misconduct of County employees, officers and agents. This indemnification obligation shall continue beyond the term of this agreement as to any acts or omissions occurring under this agreement or any extension of this agreement.
12. Except as herein provided, the City shall have no responsibility for the payment of any salaries, wages or other compensation to any County personnel performing services for the City pursuant to this Agreement.
13. The parties will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision,

- any other party with any benefit or enforceable legal or equitable right or remedy.
18. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed within boundaries of Tulare County, California. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The failure of either party on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered a waiver of any preceding breach of the Agreement by either party.
 19. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
 20. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
 21. Each party will execute any additional documents and perform any further acts, which may be reasonably required to effect the purposes of this Agreement.
 22. The City shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
 23. The County shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
 24. If there is a dispute arising out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree

EXHIBIT "A"

As payment in full for the services furnished to the City pursuant to Provision 5 of the attached Agreement, the City shall pay to the County, within thirty (30) days of receipt of statements from the County, the following:

1. The sum of Sixty-eight Dollars (\$68.00) per hour for the number of hours of service provided by County personnel performing duties for the City pursuant to the Agreement; said sum to include the cost of office space, utilities, and other administrative costs. The County shall have the ability to adjust the hourly rate, upon given notice to the City.; and
2. Mileage to be consistent with approved County rates for each mile traveled by County personnel performing duties for the City pursuant to the Agreement; and
3. The actual cost to the County of all ordinary and special supplies, forms, stationary, notices, postage, publication, electronic media and other costs incurred during the performance of services pursuant to the Agreement.



Submittal Requirements for Electric Vehicle Charging Station Applications

Required	<p>Please use this as a checklist to assemble the materials required for your development application when submitting the application in TCPermits. The following items must be submitted in order to process your application. <u>If the plans are not legible, or do not contain the information listed below, your application will be deemed incomplete and rejected.</u></p> <p>Prior to submitting, check if you qualify for the Electric Vehicle Charging Stations Streamlined Planning Process. If so, you do not need to submit the information below. If you do not qualify, provide the information below.</p>
<input type="checkbox"/>	<p>Instructions:</p> <ol style="list-style-type: none"> 1. All plans and documents <u>must</u> be uploaded in PDF format. 2. A separate PDF document is required for each plan type (i.e. separate PDF required for site plans, separate PDF for landscape plans, etc.). 3. Each plan type should only have one PDF uploaded (i.e. if there is more than one site plan exhibit, upload a multi-page PDF). 4. If TCPermits Self-Service portal requires a document type not included on this checklist, upload blank PDF document called “Dummy Document”. Make sure you select the required document “Type” from the dropdown list. 5. Please review the EV Charging Stations Handout for examples of information required on the site plan and fees. Once you obtain approval from the Current Planning Division and comply with the conditions, submit plans to the Building Division for building permits.
<input type="checkbox"/>	<p>Complete Application in TCPERMITTS (https://TCPermits.com) A Major Revised Exhibit – Development Permit is required.</p>
<input type="checkbox"/>	<p>All Required Fees Paid Fees will be invoiced after application is submitted. All fees must be paid before application is deemed complete. Fees must be paid within three days of fees being invoiced (e-mail will be sent).</p>
<input type="checkbox"/>	<p>Deed Documents (Electronic) (for verification of owner authorization)</p>
<input type="checkbox"/>	<p>Letter of Owner Authorization (If Owner is not the Applicant) (Electronic)</p>
<input type="checkbox"/>	<p>Operational Statement: <input type="checkbox"/> Project address & APN <input type="checkbox"/> Project description (scope of work) <input type="checkbox"/> Number of parking spaces proposed to be removed (if any) <input type="checkbox"/> Landscaping/Trees proposed to be removed</p>



Resource Management Agency

Economic Development & Planning
 Building Department
 5961 South Mooney Boulevard
 Visalia, CA 93277

<input type="checkbox"/>	<p>Overall Site Plan (Electronic, uploaded into the system – does not need to be to scale but shall be legible)</p> <p><input type="checkbox"/> Outline the entire parcel with an area indicating the scope of work</p> <p><input type="checkbox"/> Property line dimensions & easements</p> <p><input type="checkbox"/> Vicinity map with north arrow <input type="checkbox"/> Project address & APN</p>								
<input type="checkbox"/>	<p>Detailed Site Plan (Electronic, uploaded into the system)</p> <p>Plans shall include (at a minimum) items below.</p> <table border="1"> <tr> <td data-bbox="207 569 824 747"> <input type="checkbox"/> 1"= 30' scale <input type="checkbox"/> North Arrow correctly shown <input type="checkbox"/> Easements, both existing and proposed </td> <td data-bbox="824 569 1446 747"> <input type="checkbox"/> Fully dimensioned parking stalls that depict the equipment is not in the 9 ft. x 18 ft. stall </td> </tr> <tr> <td data-bbox="207 747 824 953"> <input type="checkbox"/> Provide the aisle width behind the stall and the opposite stall size if there is parking behind the proposed EV stall. </td> <td data-bbox="824 747 1446 953"> <input type="checkbox"/> Add this note: Any survey monuments within the area of construction shall be preserved or reset by a person licensed to practice land surveying in the state of California. </td> </tr> <tr> <td data-bbox="207 953 824 1230"> <input type="checkbox"/> Add this note: Repair all damaged and/or off-grade concrete street improvements as determined by the construction management engineer prior to occupancy. </td> <td data-bbox="824 953 1446 1230"> <input type="checkbox"/> Add this note: Two working days before commencing excavation operations within the street right-of-way and/or utility easements, all existing underground facilities shall have been located by Underground Services Alert (USA). Call 1-800-642-2444 </td> </tr> <tr> <td data-bbox="207 1230 824 1360"> <input type="checkbox"/> Accessible EV charging stalls shall comply with Sections 11B-228.3 and 11B-812 of the California Building Code </td> <td data-bbox="824 1230 1446 1360"> <input type="checkbox"/> Property lines and dimensions of property lines </td> </tr> </table>	<input type="checkbox"/> 1"= 30' scale <input type="checkbox"/> North Arrow correctly shown <input type="checkbox"/> Easements, both existing and proposed	<input type="checkbox"/> Fully dimensioned parking stalls that depict the equipment is not in the 9 ft. x 18 ft. stall	<input type="checkbox"/> Provide the aisle width behind the stall and the opposite stall size if there is parking behind the proposed EV stall.	<input type="checkbox"/> Add this note: Any survey monuments within the area of construction shall be preserved or reset by a person licensed to practice land surveying in the state of California.	<input type="checkbox"/> Add this note: Repair all damaged and/or off-grade concrete street improvements as determined by the construction management engineer prior to occupancy.	<input type="checkbox"/> Add this note: Two working days before commencing excavation operations within the street right-of-way and/or utility easements, all existing underground facilities shall have been located by Underground Services Alert (USA). Call 1-800-642-2444	<input type="checkbox"/> Accessible EV charging stalls shall comply with Sections 11B-228.3 and 11B-812 of the California Building Code	<input type="checkbox"/> Property lines and dimensions of property lines
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<input type="checkbox"/>	<p>Overall and Detailed Site Plan (hard copies) Two full size copies of all site plan exhibits (individually folded to 8-1/2"x11" page size). Drop these off at the Permit Center Counter, Room 3043 (Government Plaza). Please put a cover sheet on these plans with the application number (OPA-XXXXX). These must be received within two business days of submitting the application in the TCPermits system.</p>								
<input type="checkbox"/>	<p>Elevations (Electronic, uploaded into TCpermits): Include the height of all stations, transformers, etc.</p>								

The application completeness review process is no more than 30 days. The application will only be deemed complete and accepted for processing if all of the required checklist items have been submitted and verified by the assigned Planner. Within five days of acceptance, the applicant will be sent an Introduction Letter (via e-mail) discussing the process and the target completion date.

ORDINANCE NO. 719

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EXETER ADDING CHAPTER 15.56 TO THE EXETER MUNICIPAL CODE TO ESTABLISH AN EXPEDITED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS CONSISTENT WITH CALIFORNIA GOVERNMENT CODE SECTION 65850.7

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

SECTION 1. Findings and Purpose

The City Council finds and declares as follows:

- A. The State of California has adopted Government Code Section 65850.7 requiring cities and counties to create an expedited, streamlined permitting process for the installation of electric vehicle charging stations (EVCS).
- B. The purpose of Government Code Section 65850.7 is to promote the installation and use of electric vehicle charging infrastructure by reducing permitting barriers and creating a uniform statewide permitting process.
- C. The City of Exeter contracts with Tulare County for building and permitting services, including plan review, permit issuance, and inspections.
- D. Tulare County has adopted regulations and administrative procedures establishing an expedited permitting process for EVCS installations and has developed a submittal checklist identifying the requirements necessary for permit approval.
- E. The City Council finds that referencing and utilizing the Tulare County EVCS permitting regulations, procedures and checklist will ensure compliance with Government Code Section 65850.7 while maintaining an efficient and consistent permitting process.

SECTION 2. Addition of Chapter 15.05, Sections 15.05.010 through 15.05.060 to Title 15 of the Exeter Code of Ordinances.

Chapter 15.05 is hereby added to Title 15 of the Exeter Code of Ordinances, as follows:

TITLE 15

CHAPTER 15.05 ELECTRIC VEHICLE CHARGING STATIONS REVIEW PROCESS

15.56.010 **Applicability**

15.56.020 **Definitions**

15.56.030 **Existing Electric Vehicle Charging Stations**

15.56.040 Requirements

15.56.050 Applications

15.56.060 Review

Section 15.56.010 Applicability.

Section 65850.7 of the California Government Code provides that every city or county shall adopt an ordinance that creates an expedited, streamlined permitting process for Electric Vehicle Charging Stations. Electric vehicle charging stations are allowed to be permitted in any zoning district within the City, and this Chapter applies to the permitting of all electric vehicle charging stations within the jurisdictional limits of the City of Exeter.

Section 15.56.020 Definitions.

The following words and phrases as used in this section are defined as follows:

- (a) "Electronic submittal" means the utilization of the City's designated online portal or the Internet for submission of building related permits (designated at the time of the adoption of this ordinance as the County portal).
- (b) "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on January 1, 2016, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.
- (c) "Specific, adverse impact" means a significant, quantifiable, direct, or unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

Section 15.56.030 Existing Vehicle Charging Stations.

All electric vehicle charging stations legally established or permitted prior to the effective date of the ordinance codified in this chapter shall not require a permit issued under this section unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging station. Routine operations and maintenance or like-kind replacements of the components of an electric vehicle charging state shall not be considered a material change.

Section 15.56.040 Requirements.

- (a) All electric vehicle charging stations shall meet all applicable health and safety standards and requirements, including but not limited to any requirements imposed by the state, City and

the County (when applicable and currently designated at the time of adoption), local fire department and utility director, the California Building Code, Exeter Code of Ordinances, Tulare County Code, and Federal laws including the Americans with Disabilities Act.

(b) Electric vehicle charging stations shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and the accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

Section 15.56.050 Applications.

(a) All documents required for submission of an electric vehicle charging station application shall be made available on the County of Tulare’s website, or other website when duly designated by the City.

(b) An applicant’s electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

(c) The City shall adopt and maintain a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review, and adopts by reference the checklist adopted by the County of Tulare.

(d) The City and/or County Building and Housing Department may refer to the recommendations contained in the most current version of the Plug-In Electric Vehicle Infrastructure Permitting Checklist of the Zero-Emission Vehicles in California: Community Readiness Guidebook published by the Governor’s Office of Planning and Research, when adopting the electric vehicle charging station permit process and checklist. The checklist will be made available on the City’s and/or County of Tulare Resource Management Agency’s Forms website.

Section 15.56.060 Review.

(a) The Building Official shall implement an administrative review process to expedite approval of electric vehicle charging stations. Review of a complete permit application shall be limited to the Building Official’s review of whether it meets all health and safety requirements of local, state, and federal law. Local law requirements shall be limited to those standards and regulations necessary to ensure there is no specific, adverse impact on public health or safety by the proposed installation. For direct current fast chargers (DCFC), the review of a complete permit application will be a fifteen-business-day timeline.

(b) A permit application that satisfies the information requirements in the checklist, as adopted by the County and City, shall be deemed complete.

(c) A complete permit application and proposed installation that meets the required standards and approved checklist that does not have a specific, adverse impact on public health or safety shall not be denied.

(d) An applicant that provides an incomplete permit application shall be provided with a written correction notice detailing all deficiencies in the application and any information required to be eligible for expedited permit issuance.

(e) The Building or other designated Official may require an applicant to apply for an administrative special use permit (AA PSP) if the official makes a written finding, based on substantial evidence, that the proposed electric vehicle charging station could have a specific, adverse impact upon the public health or safety and conditions are necessary. The decision of the Building Official may be appealed to the Hearing Officer in accordance with the procedures of Tulare County Ordinance No. 3606, or to the City Administrator or their designee as the Hearing Officer if duly designated by the City.

(f) The Hearing Officer may not deny an application for an administrative special use permit, unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The Officer's written findings shall include the basis for the rejection of potential feasible alternatives or conditions for preventing the adverse impact. The decision of the Hearing Officer may be appealed to the Local Appeals Board as provided in section 7-15-1050 of the County Code of Ordinances, or to the City Council.

(g) Any conditions imposed on an application shall be designed to mitigate the specific, adverse impact upon the public health or safety at the lowest cost possible. Government Code Section 65850.7 requires that the Building Official shall not condition the approval for any conditional use permit on the approval of such a system by an association, as that term is defined by Civil Code 4080.

(h) A feasible method to satisfactorily mitigate or avoid the specific, adverse impact includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the City or County on another similarly situated application in a prior successful application for a permit.

SECTION 3. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining portions of this ordinance.

SECTION 4. Environmental Review

The City Council finds that adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15268 and Public Resources Code 21080(b)(1), as Government Code 65850.7 mandates the adoption of an

administrative, non-discretionary regulatory process for the permitting of EV chargers to formalize this ministerial duty, and pursuant to Section 15061(b)(3), as it can be seen with certainty that adoption of this permit streamlining ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

SECTION 5. Effective Date

This ordinance shall take effect thirty (30) days after its adoption.

SECTION 6. Publication

The City Clerk shall certify to the adoption of this ordinance and shall cause it to be published as required by law.

The foregoing ordinance was passed and adopted by the City Council of the City of Exeter on a motion of Council Member _____ and seconded by Council Member _____ at a regular meeting held on _____, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jacob Johnson, Mayor

ATTEST:

Francesca Quintana, City Clerk



Agenda Item Staff Report

Agenda Item Number:

J.2.

Meeting Date:

April 14, 2026

Wording for Agenda:

Consider Approval of Request from the Exeter Lions Club to Sponsor the 2026 and 2027 Exeter Lions Independence Celebration.

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 recommend that the City Council consider the request from the Exeter Lions Club to Sponsor the 2026 and 2027 Exeter Lions Independence Celebration for \$10,000 each year.

Background & Summary:

The 2026 Exeter Lions Independence Celebration will be the 80th anniversary of the Exeter Lions Club organizing the community event. The event will celebrate the Independence Day and this year is planned to be bigger than ever as the event will also celebrate the United States 250th Anniversary. The event is free to the public and had an attendance of approximately 4,000 people in 2025, providing the community with a family friendly Independence Day event.

The 2026 Exeter Lions Independence Celebration is planned to take place on Friday, July 3rd at Dobson Field. The Exeter Lions Club submitted the attached letter requesting that the City support the event by being a Title Sponsor with a contribution of \$10,000 for the 2026 event and \$10,000 for the 2027 event. As a Title Sponsor, the City of Exeter would be acknowledged in promotion material, social media, and community outreach for the event.

The City has previously supported the Exeter Lions Independence Celebration with a financial contribution of \$10,000, as well as in-kind contributions to facilitate the event.

Fiscal Impact:

If the City Council would like to sponsor the Exeter Lions Independence Celebration for 2026 and 2027 at a rate of \$10,000 each year the funds would be paid out of the General Fund Account 104.404.050.000, which has available funds to pay for the 2026 sponsorship request.

Prior City Council Actions:

The City Council has approved sponsorship of the Exeter Lions Independence Celebration in prior years, most recently on June 25, 2024, included as a part of the biennial budget.

Attachments:

- Sponsorship Request Letter

Recommended motion to be made by the City Council:

I move to approve the request from the Exeter Lions Club for the sponsorship of \$10,000 for the 2026 Exeter Lions Independence Celebration and \$10,000 for the 2027 Exeter Lions Independence Celebration.



Dear Mayor and Members of the Exeter City Council,

For nearly 80 years, the Exeter Lions Independence Celebration has been a tradition that brings our entire community together. Families gather in our parks, children watch fireworks light up the sky, and neighbors celebrate the pride we share in living in this remarkable town.

Since 1946, the Exeter Lions Club has proudly organized this event for the community. What began with the leadership of Exeter Lion John Schultz, whose mural still stands on North E Street, has grown into one of the most anticipated traditions in our city, drawing thousands of residents and visitors each year.

This year's celebration will be especially meaningful as our nation will commemorate the 250th anniversary of American independence. Communities across the country will mark this historic moment, and we believe Exeter should celebrate it in a way that reflects the pride and spirit of our residents.

Over the past two years, the Exeter Lions Club has raised between \$40,000 and \$50,000 annually to enhance and sustain this event so it can remain free to the public. However, the cost of fireworks alone has risen to approximately \$25,000, making it the largest expense of the evening.

Because of the City of Exeter's support over the past two years, we have been able to continue this long-standing tradition and provide a safe, memorable celebration for our community. We respectfully request the City's continued partnership as a Title Sponsor for the next two years, with contributions of \$10,000 in 2026 and \$10,000 in 2027, consistent with the support approved by the Council in the 2024 budget.

With the City's continued support, we can ensure this historic celebration remains a safe, free, and memorable event for thousands of Exeter residents and visitors, honoring our community's tradition and pride for years to come. We are already receiving inquiries from surrounding communities asking about this year's celebration.

The Exeter Lions Independence Celebration will take place on July 3rd at Dobson Field. In recognition of the city's partnership, we would proudly acknowledge the City of Exeter through event promotions, social media, and community outreach.



Beyond the celebration itself, the Exeter Lions Club uses the funds raised through our events to support scholarships, youth programs, park improvements, and many other initiatives that benefit Exeter residents throughout the year.

We are grateful for the city's continued commitment to community events that bring people together and strengthen the pride we share in Exeter.

Thank you for your time, your leadership, and your consideration. We hope to continue this partnership as we prepare for this historic celebration.

Yours in Service,

A handwritten signature in black ink, appearing to read 'Andrew Rodriguez', is written over a light blue horizontal line.

Exeter Lions Club Past President 2024-2025
Independence Celebration Chairman
Andrew Rodriguez



Agenda Item Staff Report

Agenda Item Number:

J.3.

Meeting Date:

April 14, 2026

Wording for Agenda:

Consider Authorizing the Mayor to Sign Letters of Support for SB 1018, SB 1217, SB 1277, and SB 1373.

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 consider authorizing the Mayor to sign letters of support for Senate Bills recently introduced by Senator Shannon Grove including Senate Bill (SB) 1018, SB 1217, SB 1277, and SB 1373.

Background & Summary:

California State Senator Shannon Grove recently introduced SB 1018, SB 1217, SB 1277, and SB 1373. The Senator's staff reached out to the Mayor and Staff requesting support for the proposed legislation.

SB 1018

Existing law authorizes the Department of Motor Vehicles (DMV) to issue specialized license plates. Under existing law, a state agency is authorized to apply to the DMV to sponsor a specialized license plate program, and the DMV is required to issue those license plates if the agency meets certain requirements. This bill would establish the survivors of human trafficking grant program administered by OES to benefit survivors of human trafficking and would require the OES to apply to the DMV to sponsor a human trafficking awareness license plate program. The bill would establish the Survivors of Human Trafficking License Plate Fund for the deposit of revenue derived from these license plates and would require that funds from these license plates be allocated, upon an appropriation by the Legislature, to the OES for the purpose of funding the survivors of human trafficking grant program. The bill would require the OES to provide grants to community-based organizations, as specified, that provide direct services to

vulnerable individuals in areas with high concentrations of human trafficking, and would require OES to submit a report annually to the Legislature, as specified. The bill was authored in honor of Blair Moseley and Kendra McIntyre, two young women whose lives were tragically cut short due to human trafficking.

SB 1217

Existing law requires the Attorney General to establish and maintain various databases and information centers relating to the identification, apprehension, and prevention of crimes, including the Violent Crime Information Center and the Automated Firearms System, among others. Existing law requires a business that controls the collection of a consumer's personal information to delete that information upon the request of the consumer and provides for administrative penalties if the business fails to act on the consumer's request. This bill would, beginning January 1, 2029, require the Department of Justice to establish the Nonconsensual Intimate Image Clearinghouse to allow individuals who were exploited in California to submit a request for the removal of nonconsensual intimate images from covered platforms. The bill would define nonconsensual intimate images to include an authentic intimate image distributed without consent, an image digitally altered or generated by artificial intelligence realistically depicting a person nude or engaged in sexual conduct without consent, or an image created when the depicted person was a minor, if the individual is now an adult. The bill would require the department to transmit verified identifiers of images to covered platforms and require those platforms to remove verified matches within 48 hours of receipt and to prevent the images from being uploaded again. The bill would require the Department of Justice to enforce these provisions and would impose civil penalties for violations. The bill would require a peace officer in the investigation of a specified offense to advise a victim that they may make a request to the clearinghouse pursuant to these provisions and would require a peace officer to provide certain information to the clearinghouse, as specified.

SB 1277

This bill would allow for each taxable year beginning on or after January 1, 2027, and before January 1, 2032, a cost-of-living credit against those taxes to a qualified taxpayer, as defined, in a qualified amount, calculated as provided based on the taxpayer's filing and residence status. The bill would require the amount of the credit exceeding the taxpayer's liability to be credited against other amounts due, if any, and would require the balance to be paid from the Tax Relief and Refund Account and refunded to the taxpayer. By increasing the payments from the Tax Relief and Refund Account, a continuously appropriated fund, the bill would make an appropriation. The Personal Income Tax Law generally defines "gross income" as income from whatever source derived and provides various exclusions from gross income. This bill would, for taxable years beginning on or after January 1, 2027, and before January 1, 2032, provide an exclusion from gross income those amounts received as a refund under the above-described cost-of-living tax credit. The legislation includes a graduated tax credit correlated to income, intending to assist California residents with the increase in the cost of living.

SB 1373

Existing law authorizes the court to grant pretrial diversion to a defendant diagnosed with a mental disorder if the defendant satisfies certain eligibility requirements and if the court determines that the defendant is suitable for diversion. Existing law provides that a defendant is eligible for diversion if they have been diagnosed with certain mental disorders and the court finds that the mental disorder was a significant factor in the commission of the charged offense, unless there is clear and convincing evidence that the disorder was not a motivating, causal, or contributing factor to the defendant's involvement in the alleged offense. Existing law excludes a defendant from diversion for specified charged offenses, including, among others, murder, voluntary manslaughter, rape, or continuous sexual abuse of a child, as specified.

This bill would require the court to find that the defendant's mental disorder was a significant factor in the commission of the offense only if the mental disorder had been diagnosed within 5 years of the current offense. The bill would add to the list of crimes for which a defendant is prohibited from being placed into a diversion program to include, among other things, attempted murder, kidnapping, carjacking, and human trafficking and would prohibit a defendant with 2 prior felonies or a prior offense under the Three Strikes provisions from being granted diversion.

Existing law makes a defendant suitable for this diversion program if, among other criteria, the defendant will not pose an unreasonable risk of danger to public safety if treated in the community, as specified. The bill would instead make the defendant suitable for diversion if they do not pose a risk of danger to public safety and would add to the list of things the court may specifically consider in making that determination, including the defendant's prior history in a pretrial diversion plan and the severity of injury to the victim. The bill would authorize a court to deny diversion if it finds that it is more likely than not that the defendant, if treated in the community, will pose a risk of danger to public safety. Existing law authorizes a court to require the defendant to make a prima facie showing that they will meet the minimum requirements of eligibility for diversion and that the defendant and the offense are suitable for diversion and authorizes the court, if that showing is not made, to summarily deny diversion and grant alternate relief.

Fiscal Impact:

There is no fiscal impact associated with this action.

Prior City Council Actions:

None associated with this action. In the past City Council has approved letters of support for legislative bills on various matters.

Attachments:

- Draft Letter of Support for SB 1018
- SB 1018 and Legislative Digest
- SB 1018 Fact Sheet

- Draft Letter of Support for SB 1217
- SB 1217 and Legislative Digest
- SB 1217 Fact Sheet
- Draft Letter of Support for SB 1277
- SB 1277 and Legislative Digest
- SB 1277 Fact Sheet
- Draft Letter of Support for SB 1373
- SB 1373 and Legislative Digest
- SB 1373 Fact Sheet

Recommended motion to be made by the City Council:

I move to authorize the Mayor to sign letters of support for SB 1018, SB 1217, SB 1277, and SB 1373 and direct the City Administrator to send the letters of support to State Senator Shannon Grove.



Office of the Mayor

PO Box 237

Exeter, CA 93221

Ph: (559)592-9244

Email: jjohnson@exetercityhall.com

April 14, 2026

Senator Shannon Grove
1021 O Street, Room 7150
Sacramento, CA 95814

Dear Senator Grove:

The City of Exeter supports SB 1018, which establishes a Human Trafficking Awareness specialized license plate to fund survivor-led and survivor-informed community-based organizations across California.

Human trafficking remains a serious issue in our state, and survivors often face barriers to accessing consistent services. SB 1018 creates a sustainable funding source by leveraging California's successful specialized license plate model, which has effectively supported causes such as firefighters and breast cancer awareness.

Senate Bill 1018 was authored in honor of Blair Moseley and Kendra McIntyre, two remarkable young women whose lives were tragically cut short due to human trafficking. The funds from this license plate program will go directly to support nonprofits working with survivors to provide essential care, safety, and pathways to healing. Grants will be distributed geographically to ensure statewide impact and awarded to organizations with meaningful survivor leadership.

For the reasons stated above, the City of Exeter supports SB 1018.

Sincerely,

Jacob Johnson, Mayor

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

SENATE BILL**NO. 1018****Introduced by Senator Grove**

February 10, 2026

An act to add Section 13822 to the Penal Code, and to add Section 5156.6 to the Vehicle Code, relating to crime.

LEGISLATIVE COUNSEL'S DIGEST

SB 1018, as introduced, Grove. Human trafficking: specialized license plates.

Existing law authorizes the Department of Motor Vehicles (DMV) to issue specialized license plates. Under existing law, a state agency is authorized to apply to the DMV to sponsor a specialized license plate program, and the DMV is required to issue those license plates if the agency meets certain requirements. The DMV is required to charge specified fees for certain services related to the issuance of those plates. Existing law requires the Office of Emergency Services (OES) to apply to the DMV to sponsor a domestic violence and sexual assault awareness license plate program, and establishes the California Domestic Violence Prevention Fund in the State Treasury for the deposit of the revenue derived from these license plates. These funds are allocated, upon appropriation by the Legislature, to OES for purposes of funding the Family Violence Prevention Program.

This bill would establish the survivors of human trafficking grant program administered by OES to benefit survivors of human trafficking and would require the OES to apply to the DMV to sponsor a human trafficking awareness license plate program. The bill would establish the Survivors of Human Trafficking License Plate Fund for the deposit of revenue derived from these license plates and would require that funds from these license plates be allocated, upon an appropriation by the Legislature, to the OES for the purpose of funding the survivors of human trafficking grant program. The bill would require the OES to provide grants to community-based organizations, as specified, that provide direct services to vulnerable individuals in areas with high concentrations of human trafficking, and would require OES to submit a report annually to the Legislature, as specified.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 13822 is added to the Penal Code, to read:

13822. (a) The Office of Emergency Services shall administer a grant program for the benefit of survivors of human trafficking. Grants shall be awarded from the Survivors of Human Trafficking License Plate Fund. The Office of Emergency Services shall accept donations to the fund on its internet website.

(b) The grants shall be awarded to community-based organizations that are led by survivors of human trafficking or that are guided by substantial survivor input and that provide direct services to vulnerable individuals in areas with a high concentration of human trafficking.

(c) In awarding grants, the Office of Emergency Services shall establish a balanced regional distribution of funds.

(d) The Office of Emergency Services shall, by no later than January 1, 2028, and annually thereafter, report to the Legislature the amount of revenues received into the Survivors of Human Trafficking License Plate Fund, the amount of each grant, and the identity of each recipient. A report to be submitted pursuant to this subdivision shall be submitted in compliance with Section 9795 of the Government Code.

SEC. 2. Section 5156.6 is added to the Vehicle Code, to read:

5156.6. (a) The Office of Emergency Services shall apply to the department to sponsor a human trafficking awareness license plate program pursuant to this article.

(b) The fees specified in Section 5157 shall be imposed for the issuance, renewal, or transfer of specialized license plates authorized by this section. Notwithstanding subdivision (c) of Section 5157, after deducting its administrative costs, the department shall deposit the revenue derived from the additional fees into the Survivors of Human Trafficking License Plate Fund, which is hereby established in the State Treasury. Upon appropriation by the Legislature, the moneys in that fund shall be allocated to the Office of Emergency Services for the purpose of funding the survivors of human trafficking grant program described in Section 13822 of the Penal Code.

(c) The department shall accept donations to the Survivors of Human Trafficking License Plate Fund on its internet website without requiring the purchase of a specialized license plate.



SENATOR SHANNON GROVE
SENATE DISTRICT 12

SB 1018 (Grove)
Human Trafficking License Plate

SUMMARY

SB 1018 establishes a specialized license plate program to support survivors of human trafficking. Revenue from the plate, along with voluntary donations, will fund grants to community-based organizations that are led by survivors or guided by substantial survivor input. Grants will be distributed geographically to reach areas with high concentrations of human trafficking and provide direct services to vulnerable individuals.

BACKGROUND

Senate Bill 1018 was authored in honor of Blair Moseley and Kendra McIntyre, two remarkable young women whose lives were tragically cut short due to human trafficking. The funds from this license plate program will go directly to support nonprofits working hands-on with survivors and victims, carrying forward their legacy by providing essential care, safety, and pathways to healing.

Current California law allows the DMV to issue specialized license plates for various causes. These plates are popular tools for raising funds and awareness, with many Californians choosing plates supporting firefighters, breast cancer awareness, veterans, and other causes. Revenue from these plates, along with donations, funds programs that support the cause.

Human trafficking remains a serious problem in California. Survivors face barriers to accessing services, and funding for survivor-centered programs is often inconsistent.

SOLUTION

SB 1018 creates the Survivors of Human Trafficking License Plate Fund to collect fees and voluntary donations, which will be administered by the California Office of Emergency Services. The bill directs Cal OES to award grants to community-based organizations that are either led by survivors or guided by substantial survivor input, ensuring that funding is distributed geographically to reach all regions with a high concentration of human trafficking.

The program also requires annual reporting to the Legislature on revenues, grant recipients, and amounts, and allows the public to contribute to the fund without purchasing the specialized plate. This approach provides a sustainable funding source, strengthens survivor-led programs, and raises statewide awareness of human trafficking.

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April 14, 2026

Senator Shannon Grove
1021 O Street, Room 7150
Sacramento, CA 95814

Dear Senator Grove:

The City of Exeter supports SB 1217, legislation to establish the Nonconsensual Intimate Image (NCII) Clearinghouse within the California Department of Justice.

Victims of human trafficking and online sexual exploitation often face ongoing harm long after the initial abuse has ended. NCII can be shared, replicated, and reuploaded across countless platforms, fueling continued trauma, harassment, and economic harm. Survivors may encounter these images years after criminal convictions, reinforcing that the harm has not ended. Federal law under the TAKE IT DOWN Act (Tools to Address Known Exploitation by Immobilizing Technological Deepfakes on Websites and Networks Act), signed into law in May 19, 2025, requires platforms to remove NCII within 48 hours of valid notice, but the burden of navigating that process falls entirely on the victim. California does not have a dedicated, coordinated mechanism to help survivors use that right.

SB 1217 addresses this gap by creating a secure state portal within the Department of Justice where victims can request removal of NCII. The Department verifies the identity of the requesting individual and that the request meets statutory requirements and generates unique identifiers that are transmitted to covered platforms. Upon receipt, platforms are required to remove matching content within 48 hours and prevent its reupload.

For all of the reasons stated above, the City of Exeter supports SB 1217.

Sincerely,

Jacob Johnson, Mayor

AMENDED IN SENATE MARCH 24, 2026

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

SENATE BILL

NO. 1217

Introduced by Senator Grove

February 19, 2026

An act ~~relating to prevention and investigation of crimes~~, to add Section 1708.87 to the Civil Code, and to add Section 647.05 to the Penal Code, relating to the internet.

LEGISLATIVE COUNSEL'S DIGEST

SB 1217, as amended, Grove. ~~Adult victims: online exploitation, trafficking, and abuse~~. *Nonconsensual Intimate Image Clearinghouse.*

Existing law requires the Attorney General to establish and maintain various databases and information centers relating to the identification, apprehension, and prevention of crimes, including the Violent Crime Information Center and the Automated Firearms System, among others. Existing law requires a business that controls the collection of a consumer's personal information to delete that information upon the request of the consumer and provides for administrative penalties if the business fails to act on the consumer's request.

This bill would, beginning January 1, 2029, require the Department of Justice to establish the Nonconsensual Intimate Image Clearinghouse to allow individuals who were exploited in California to submit a request for the removal of nonconsensual intimate images from covered platforms. The bill would define nonconsensual intimate images to include an authentic intimate image distributed without consent, an image digitally altered or generated by artificial intelligence realistically depicting a person nude or engaged in sexual conduct without consent, or an image created when the depicted person was a minor, if the individual is now an adult. The bill would require the department to transmit verified identifiers of images to covered platforms and require those platforms to remove verified matches within 48 hours of receipt and to prevent the images from being uploaded again. The bill would require the department to enforce these provisions and would impose civil penalties for violations. The bill would require a peace officer in the investigation of a specified offense to advise a victim that they may make a request to the clearinghouse pursuant to these provisions and would require a peace officer to provide certain information to the clearinghouse, as specified.

By increasing duties for peace officers, this bill would impose a state-mandated local program.

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

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

~~Existing law requires the Attorney General to establish and maintain the Violent Crime Information Center to assist in the identification and the apprehension of persons responsible for specific violent crimes and for the disappearance and exploitation of persons, particularly children and dependent adults. Existing law requires the Attorney General to establish an online, automated computer system designed to effect an immediate law enforcement response to reports of missing persons. Existing law also requires the Attorney General to establish a separate and confidential historic database relating to missing children and at-risk adults, for statistical and research purposes, as specified.~~

~~This bill would state the intent of the Legislature to enact legislation authorizing the creation of a centralized clearinghouse for adults who are victims of online exploitation, abuse, or trafficking, as specified.~~

Digest Key

Vote: majority Appropriation: no Fiscal Committee: ~~no~~yes Local Program: ~~no~~yes

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. *The Legislature finds and declares all of the following:*

(a) Adult victims of human trafficking under Section 236.1 of the Penal Code often suffer persistent harm from nonconsensual intimate images distributed online as part of or resulting from their exploitation.

(b) Federal law under the TAKE IT DOWN Act requires covered online platforms to remove nonconsensual intimate visual depictions within 48 hours of valid notice, but victims frequently need assistance navigating these processes.

(c) The Department of Justice, the California Victim Compensation Board, and other state entities already support human trafficking survivors, but no dedicated mechanism exists for coordinated image removal assistance.

SEC. 2. *Section 1708.87 is added to the Civil Code, to read:*

1708.87. (a) As used in this section, the following terms have the following meanings:

- (1) *“Coercive production practices” includes the use of pressure, threats, deception, or manipulation to force individuals to create, share, or permit the use of imagery against their will.*
 - (2) *“Covered platform” means an online service that makes content publicly available.*
 - (3) *“Department” means the Department of Justice.*
 - (4) *“Identifier” means a method capable of uniquely identifying a nonconsensual intimate image and preventing its reupload and may include, but is not limited to, cryptographic hash values, perceptual hashes, or other digital fingerprinting methods.*
 - (5) *“Large covered platform” means a covered platform with 30,000,000 or more users.*
 - (6) *“Nonconsensual intimate image” includes all of the following:*
 - (A) *An authentic intimate image distributed without consent, including when an image is connected to human trafficking, fraud, sexual exploitation, or coercive production practices.*
 - (B) *An image digitally altered or generated by artificial intelligence realistically depicting a person nude or engaged in sexual conduct without consent.*
 - (C) *An image created when the depicted person was a minor, if the individual is now an adult.*
 - (7) *“Small covered platform” means a covered platform with less than 30,000,000 users.*
- (b) The department shall establish and maintain the Nonconsensual Intimate Image Clearinghouse to allow individuals who were exploited in California to submit a request for the removal of nonconsensual intimate images from covered platforms. The department shall do all of the following:*
- (1) *Maintain a secure internet portal to receive requests for the removal of nonconsensual intimate images. The request shall be secured using hashing or other data security techniques. The department may temporarily possess submitted information for the purpose of verification and identifier generation. The department shall not host, possess, or store nonconsensual intimate image content for any other purpose. The portal shall provide information on the verification and removal process and the status of a previous request.*
 - (2) *Verify the identify of the requesting individual.*
 - (3) *Verify that the images are nonconsensual intimate images.*
 - (4) *Transmit verified identifiers of images and associated metadata to covered platforms. The department may work with nonprofit entities for the purposes of this paragraph.*
 - (5) *Maintain a secure database of verified identifiers associated with verified nonconsensual images, but not the images.*
 - (6) *Maintain strict privacy and data security.*

(c) A covered platform shall do all of the following:

- (1) Accept verified notifications from the department and in the manner determined by the department.*
- (2) Search for matching identifiers of images within their systems.*
- (3) Remove verified matches within 48 hours of receipt.*
- (4) Prevent images with identical identifiers from being uploaded after removal.*

(d) A covered platform that receives a verified identifier from the department pursuant to this section has received formal notice that the associated imagery has been verified as nonconsensual. A covered platform that acts to remove content in good faith reliance on verification made by the department is not otherwise liable.

(e) (1) A small covered platform that violates this section is subject to a civil penalty of two thousand five hundred dollars (\$2,500) per violation. If the violation is determined to be intentional, it is subject to a civil penalty of seven thousand five hundred dollars (\$7,500) per violation.

(2) A large covered platform that violates this section is subject to a civil penalty of up to fifty thousand dollars (\$50,000) per violation. If the violation is determined to be malicious or knowing, it is subject to a civil penalty of up to two hundred fifty thousand dollars (\$250,000) per violation.

(3) Each failure to remove a verified nonconsensual intimate image constitutes a separate violation of this section.

(4) This section does not create a private right of action. The department shall enforce this section.

(5) Civil penalties imposed pursuant to this section shall be deposited in the Nonconsensual Intimate Images Fund, which is hereby established within the State Treasury. Moneys in the fund shall be available, upon appropriation by the Legislature, to support ongoing operations of the Nonconsensual Intimate Image Clearinghouse.

(f) The department's verification process and any records therefrom, including verified identifiers generated by the clearinghouse, may be used in a proceeding, subject to the Evidence Code and local rules.

(g) This section shall become operative on January 1, 2029.

SEC. 3. *Section 647.05 is added to the Penal Code, to read:*

647.05. (a) A peace officer investigating a violation of paragraph (4) of subdivision (j) of Section 647 shall inform the victim that they can report the presence of nonconsensual intimate images found on the internet to the Department of Justice pursuant to Section 1708.87 of the Civil Code.

(b) A peace officer who is able to verify that a violation of paragraph (4) of subdivision (j) of Section 647 involves nonconsensual intimate images on the internet, as defined in Section 1708.87 of the Civil Code, shall provide that information to the Department of Justice, in a manner determined by the department.

(c) This section shall become operative on January 1, 2029.

SEC. 4. *If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.*

~~SECTION 1.(a)It is the intent of the Legislature to enact legislation that would authorize the establishment and administration of a centralized clearinghouse for adults who are victims of online exploitation, abuse, or trafficking, and in accordance with existing law, appoint and fix the salaries of assistants, deputies, agents, experts, and other employees as may be necessary for the administration of the clearinghouse.~~

~~(b)It is the intent of the Legislature to enact legislation that would authorize the adoption of rules, procedures, and protocols necessary to receive, process, and refer reports of adult exploitation, and to coordinate with law enforcement, service providers, and other entities consistent with the protection of victims' privacy and safety.~~



SENATOR SHANNON GROVE
SENATE DISTRICT 12

SB 1217 (Grove)
California Take It Down Act

SUMMARY

SB 1217 establishes the Nonconsensual Intimate Image (NCII) Clearinghouse within the California Department of Justice to help victims of trafficking and online exploitation remove nonconsensual intimate images from the internet. The bill creates a secure state portal that verifies victims' requests and requires covered platforms, upon receipt of verified identifiers, to remove matching nonconsensual intimate images within 48 hours and prevent their reupload.

PROBLEM

When a victim of human trafficking or sexual exploitation escapes their abuser, the harm does not always end. Images shared, posted, or weaponized without consent can follow a survivor indefinitely, fueling continued trauma, harassment, and economic harm long after the original crime.

Online platforms enable indefinite replication, storage, and monetization of exploitative material, allowing images to be reuploaded across thousands of domains. Search engines and content aggregation sites can continuously surface these images, retraumatizing victims and undermining recovery.

For many victims, the ongoing presence of these images leads to harassment, stalking, doxing, and blackmail, as well as family disruption, community stigma, and long-term mental and emotional harm. In trafficking-related cases, survivors may continue to encounter images years after criminal convictions, reinforcing the reality that the harm has not ended.

Federal law under the TAKE IT DOWN Act already requires platforms to remove NCII within 48 hours of a valid notice, but the burden of navigating that process falls entirely on the victim.

California does not have a dedicated, coordinated mechanism to help survivors use that right.

SOLUTION

SB 1217 creates the NCII Clearinghouse within the Department of Justice to provide a centralized process for victims to request the removal of nonconsensual intimate images. The department verifies requests and generates unique identifiers that are transmitted to covered platforms, which, upon receipt, are required to remove matching content within 48 hours and prevent its reupload.

The bill applies to authentic images distributed without consent, AI-generated or digitally altered depictions, and images created when the depicted person was a minor, where the individual is now an adult seeking removal of that content.

To ensure compliance, the bill establishes clear accountability through civil penalties scaled by platform size, with enhanced penalties for intentional or malicious violations. It also integrates law enforcement into the process by requiring peace officers to inform victims of the clearinghouse and provide relevant information to support image removal. A dedicated fund supports ongoing operations of the clearinghouse, while strict privacy and data security protections ensure victims' information is safeguarded throughout the process.

SPONSOR: California Survivor Coalition

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April 14, 2026

Senator Shannon Grove
1021 O Street, Room 7150
Sacramento, CA 95814

Dear Senator Grove:

The City of Exeter supports SB 1277, which establishes the California Cost of Living Tax Credit to provide direct financial relief to residents struggling with the state's high cost of living. The credit is modeled to offer targeted, income-based assistance to families across California.

California consistently ranks among the most expensive states for housing, energy, transportation, and essential goods. Many residents face high poverty rates, rising rent and home prices, and escalating utility and gas costs, creating a significant financial burden for working families. SB 1277 provides a mechanism for delivering relief to those most affected, helping families maintain stability without creating new spending programs. By providing graduated support tied to income, this credit helps offset the "California Premium" and ensures that assistance reaches those who need it most.

For these reasons, the City of Exeter supports SB 1277.

Sincerely,

Jacob Johnson, Mayor

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

SENATE BILL

NO. 1277

Introduced by Senator Grove

February 20, 2026

An act to add and repeal Sections 17054.6.5 and 17131.16.5 to the Revenue and Taxation Code, relating to taxation, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

SB 1277, as introduced, Grove. Taxation: Personal Income Tax Law: cost-of-living refundable tax credit.

The Personal Income Tax Law allows various credits against the taxes imposed by that law. Existing law establishes the continuously appropriated Tax Relief and Refund Account and provides that payments required to be made to taxpayers or other persons from the Personal Income Tax Fund are to be paid from that account.

This bill would allow, for each taxable year beginning on or after January 1, 2027, and before January 1, 2032, a cost-of-living credit against those taxes to a qualified taxpayer, as defined, in a qualified amount, calculated as provided based on the taxpayer's filing and residence status. The bill would require the amount of the credit exceeding the taxpayer's liability to be credited against other amounts due, if any, and would require the balance to be paid from the Tax Relief and Refund Account and refunded to the taxpayer. By increasing the payments from the Tax Relief and Refund Account, a continuously appropriated fund, the bill would make an appropriation.

The Personal Income Tax Law generally defines "gross income" as income from whatever source derived and provides various exclusions from gross income.

This bill would, for taxable years beginning on or after January 1, 2027, and before January 1, 2032, provide an exclusion from gross income those amounts received as a refund under the above-described cost-of-living tax credit.

This bill would make legislative findings and declarations related to a gift of public funds and other related findings and declarations.

Digest Key

Vote: 2/3 Appropriation: yes Fiscal Committee: yes Local Program: no

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares both of the following:

- (a) California residents continue to face a cost-of-living crisis, with the state consistently ranking among the most expensive in the nation for essential goods, services, and housing.
- (b) According to recent economic data, the “California Premium,” which refers to the additional cost to live in the state compared to the national average, has widened, necessitating targeted relief to ensure families can maintain financial stability.

SEC. 2. Section 17054.6.5 is added to the Revenue and Taxation Code, to read:

17054.6.5. (a) (1) For each taxable year beginning on and after January 1, 2027, and before January 1, 2032, there shall be allowed against the “net tax,” as defined in Section 17039, a cost-of-living credit to a qualified taxpayer in a qualified amount, as determined under subdivision (b).

(b) (1) Subject to paragraph (2), for purposes of this section, “qualified amount” shall be calculated as follows:

(A) In the case of a taxpayer who is a single individual or a spouse making a separate return, a credit in one of the following amounts:

- (i) If the taxpayer has an adjusted gross income of seventy-five thousand dollars (\$75,000) or less, then three hundred fifty dollars (\$350) if the taxpayer has no dependents, or seven hundred dollars (\$700) if the taxpayer has one or more dependents.
- (ii) If the taxpayer has an adjusted gross income of more than seventy-five thousand dollars (\$75,000) but less than one hundred twenty-five thousand and one dollars (\$125,001), then two hundred fifty dollars (\$250) if the taxpayer has no dependents, or five hundred dollars (\$500) if the taxpayer has one or more dependents.
- (iii) If the taxpayer has an adjusted gross income of one hundred twenty-five thousand one dollars (\$125,001) or more but less than two hundred fifty thousand one dollars (\$250,001), then two hundred dollars (\$200) if the taxpayer has no dependents, or four hundred dollars (\$400) if the taxpayer has one or more dependents.

(B) In the case of a taxpayer who is a head of household, a credit in one of the following amounts:

- (i) If the taxpayer has an adjusted gross income of one hundred fifty thousand dollars (\$150,000) or less, then three hundred fifty dollars (\$350) if the taxpayer has no dependents, or seven hundred dollars (\$700) if the taxpayer has one or more dependents.
- (ii) If the taxpayer has an adjusted gross income of more than one hundred fifty thousand dollars (\$150,000) but less than two hundred fifty thousand and one dollars (\$250,001), then two hundred fifty dollars (\$250) if the taxpayer has no dependents, or five hundred dollars (\$500) if the taxpayer has one or more dependents.
- (iii) If the taxpayer has an adjusted gross income of two hundred fifty thousand and one dollars (\$250,001) or more but less than five hundred thousand and one dollars (\$500,001), then two hundred dollars (\$200) if the taxpayer has no dependents, or four hundred dollars (\$400) if the taxpayer has one or more dependents.

(C) In the case of a taxpayer who is a surviving spouse, as defined in Section 17046, or spouses making a joint return, a credit in one of the following amounts:

(i) If the taxpayer has an adjusted gross income of one hundred fifty thousand dollars (\$150,000) or less, then seven hundred dollars (\$700) if the taxpayer has no dependents, or one thousand fifty dollars (\$1,050) if the taxpayer has one or more dependents.

(ii) If the taxpayer has an adjusted gross income of more than one hundred fifty thousand dollars (\$150,000) but less than two hundred fifty thousand and one dollars (\$250,001), then five hundred dollars (\$500) if the taxpayer has no dependents, or seven hundred fifty dollars (\$750) if the taxpayer has one or more dependents.

(iii) If the taxpayer has an adjusted gross income of two hundred fifty thousand one dollars (\$250,001) or more but less than five hundred thousand one dollars (\$500,001), then four hundred dollars (\$400) if the taxpayer has no dependents, or six hundred dollars (\$600) if the taxpayer has one or more dependents.

(2) (A) Except as provided in subparagraph (B), spouses shall receive only one credit under this section. If the spouses file separate returns, the credit may be taken by either spouse or equally divided between them, except as follows:

(i) If one spouse was a resident for the entire taxable year and the other spouse was a nonresident for part or all of the taxable year, the resident spouse shall be allowed one-half the credit allowed to married persons and the nonresident spouse shall be permitted one-half the credit allowed to married persons, prorated as provided in subparagraph (C).

(ii) If both spouses were nonresidents for part of the taxable year, the credit allowed to married persons shall be divided equally between them subject to the proration provided in subparagraph (C).

(B) For spouses, if each spouse maintained a separate place of residence and resided in this state during the entire taxable year, each spouse will be allowed one-half the full credit allowed to married persons provided in paragraph (1).

(C) A taxpayer who is otherwise eligible to receive a credit under this section but who is a nonresident for any portion of the taxable year shall claim the credits set forth in paragraph (1) at the rate of one-twelfth of those credits for each full month that individual resided within this state during the taxable year.

(c) For purposes of this section, “qualified taxpayer” shall mean a taxpayer who was a resident of the state for at least six months during the taxable year prior to the taxable year for which the taxpayer seeks the credit under this section and who is a resident of the state at the time the taxpayer files for a credit under this section.

(d) If the amount allowable as a credit under this section exceeds the tax liability computed under this part for the taxable year, the excess shall be credited against other amounts due, if any, and the balance, if any, shall be paid from the Tax Relief and Refund Account and refunded to the taxpayer.

(e) The Franchise Tax Board may prescribe rules and regulations as necessary to administer this section.

(f) This section shall remain in effect only until December 1, 2032, and as of that date shall be repealed.

SEC. 3. Section 17131.16.5 is added to the Revenue and Taxation Code, to read:

17131.16.5. (a) For taxable years beginning on or after January 1, 2027, and before January 1, 2032, gross income does not include credit amounts refunded pursuant to Section 17054.6.5.

(b) This section shall remain in effect only until December 1, 2032, and as of that date shall be repealed.

SEC. 4. The Legislature finds and declares that the addition of Section 17054.6.5 to the Revenue and Taxation Code by this act serves a public purpose of alleviating the cost-of-living crisis for state residents and does not constitute a gift of public funds within the meaning of Section 6 of Article XVI of the California Constitution.



SENATOR SHANNON GROVE
SENATE DISTRICT 12

SB 1277 (Grove)
California Cost of Living Tax Credit

SUMMARY

Senate Bill 1277 establishes the California Cost of Living Tax Credit, which will help Californians cope with the state's burdensome cost of living. The bill is modeled after the 2022 Middle Class Tax Refund.

PROBLEM

California residents face a cost-of-living crisis, with the state consistently ranked as the most expensive in the nation for essential goods, services, and housing.

Here are four key statistics:

- California has the nation's highest poverty rate at 20.4%, which means seven million Californians live in poverty and struggle with the state's cost of living.
- The state ranks dead last (50th) in housing affordability, with median home prices over 2.5 times the national average, and rental prices more than 50% of the national average.
- California ranks number one nationally for the highest state gas tax which makes our gasoline among the most expensive in the country. California drivers can pay 50 to 60 cents more per gallon in state taxes alone compared to residents in low-tax states.
- According to UC Berkeley's Haas Energy Institute, Californians have seen their energy bills increase by 39% over the last six years. California's average residential electricity rate is second or near-last (49th–50th) among states, and up to 100% higher than the U.S. national average.

The "California Premium"—the additional cost to live in the state compared to the national average—continues to widen. The Transparency Foundation estimates that a typical middle-class family of three

earning \$130,000 a year faces a shocking "Cost of California" penalty of nearly \$30,000 versus if they simply paid the national average of costs experienced by families. As Californians struggle with the high price of living in this state, lawmakers should approve targeted relief to ensure families can maintain financial stability.

SOLUTION

SB 1277 would provide a targeted California Cost of Living Tax Credit modeled after prior relief efforts like the 2022 Middle Class Tax Refund. The Credit is needed to provide direct, income-based financial assistance that helps offset California's burdensome expenses and to help support families coping with persistently high costs.

Tax credit programs like the CalEITC have successfully proven they can help lift people, particularly children and working families, out of poverty or mitigate its effects in California's high-cost environment.

A California Cost of Living Tax Credit would offer efficient, broad-based relief without requiring new spending programs, ensuring help reaches those most impacted by the state's unique economic pressures. By delivering graduated support tied to income, it assists those who need it most and helps prevent deeper poverty while incomes lag behind escalating essentials.

CONTACT:

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(916) 651-4012



SENATOR SHANNON GROVE
SENATE DISTRICT 12

SB 1277 (Grove)
California Cost of Living Tax Credit

Filing Status	2025 CA AGI Tier	Credit (No Dependents)	Credit (1+ Dependents)
Joint / Surviving Spouse	\$150,000 or less	\$700	\$1,050
	\$150,001 – \$250,000	\$500	\$750
	\$250,001 – \$500,000	\$400	\$600
Head of Household	\$150,000 or less	\$350	\$700
	\$150,001 – \$250,000	\$250	\$500
	\$250,001 – \$500,000	\$200	\$400
Single / Married Separate	\$75,000 or less	\$350	\$700
	\$75,001 – \$125,000	\$250	\$500
	\$125,001 – \$250,000	\$200	\$400



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April 14, 2026

Senator Shannon Grove
1021 O Street, Room 7150
Sacramento, CA 95814

Dear Senator Grove:

The City of Exeter is in support of SB 1373, legislation to restore balance and accountability within California's Mental Health Diversion statute.

Mental Health Diversion was intended to provide treatment for individuals whose diagnosed mental disorders meaningfully contributed to lower-level criminal conduct. However, statutory expansions have widely broadened eligibility. The program now permits individuals charged with serious and violent crimes, including attempted murder and other egregious offenses, to seek diversion, even when significant public safety concerns remain.

SB 1373 closes these gaps by clarifying that the most serious and violent offenses are not eligible for diversion and by ensuring repeat offenders are not permitted to cycle through the program. The bill restores meaningful judicial discretion to deny diversion where public safety is at risk and provides prosecutors with appropriate procedural tools to fully and fairly evaluate eligibility claims.

SB 1373 reaffirms that diversion should not function as a substitute for accountability in serious cases. It strengthens statutory guardrails, prioritizes community safety, and refocuses resources on those for whom diversion was originally intended.

For all of the reasons stated above, the City of Exeter support SB 1373.

Sincerely,

Jacob Johnson, Mayor

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

SENATE BILL

NO. 1373

**Introduced by Senator Grove
(Coauthors: Senators Niello and Rubio)
(Coauthor: Assembly Member Krell)**

February 20, 2026

An act to amend Section 1001.36 of the Penal Code, relating to criminal procedure.

LEGISLATIVE COUNSEL'S DIGEST

SB 1373, as introduced, Grove. Mental health diversion.

Existing law authorizes the court to grant pretrial diversion to a defendant diagnosed with a mental disorder if the defendant satisfies certain eligibility requirements and if the court determines that the defendant is suitable for diversion. Existing law provides that a defendant is eligible for diversion if they have been diagnosed with certain mental disorders and the court finds that the mental disorder was a significant factor in the commission of the charged offense, unless there is clear and convincing evidence that the disorder was not a motivating, causal, or contributing factor to the defendant's involvement in the alleged offense. Existing law excludes a defendant from diversion for specified charged offenses, including, among others, murder, voluntary manslaughter, rape, or continuous sexual abuse of a child, as specified.

This bill would require the court to find that the defendant's mental disorder was a significant factor in the commission of the offense only if the mental disorder had been diagnosed within 5 years of the current offense. The bill would add to the list of crimes for which a defendant is prohibited from being placed into a diversion program to include, among other things, attempted murder, kidnapping, carjacking, and human trafficking and would prohibit a defendant with 2 prior felonies or a prior offense under the Three Strikes provisions from being granted diversion.

Existing law makes a defendant suitable for this diversion program if, among other criteria, the defendant will not pose an unreasonable risk of danger to public safety if treated in the community, as specified.

The bill would instead make the defendant suitable for diversion if they do not pose a risk of danger to public safety and would add to the list of things the court may specifically consider in making that determination, including the defendant's prior history in a pretrial diversion plan and the severity of injury to the victim. The bill would authorize a court to deny diversion if it finds that it is more likely than not that the defendant, if treated in the community, will pose a risk of danger to public safety.

Existing law authorizes a court to require the defendant to make a prima facie showing that they will meet the minimum requirements of eligibility for diversion and that the defendant and the offense are suitable for diversion and authorizes the court, if that showing is not made, to summarily deny diversion and grant alternate relief.

This bill, if the court intends to summarily grant diversion or any other relief, would require the court to conduct an additional hearing. By increasing the duties on local prosecutors, this bill would impose a state-mandated local program.

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

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1001.36 of the Penal Code is amended to read:

1001.36. (a) On an accusatory pleading alleging the commission of a misdemeanor or felony offense not set forth in subdivision (d), the court may, in its discretion, and after considering the positions of the defense and prosecution, grant pretrial diversion to a defendant pursuant to this section if the defendant satisfies the eligibility requirements for pretrial diversion set forth in subdivision (b) and the court determines that the defendant is suitable for that diversion under the factors set forth in subdivision (c).

(b) A defendant is eligible for pretrial diversion pursuant to this section if both of the following criteria are met:

(1) The defendant has been diagnosed with a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, including, but not limited to, bipolar disorder, schizophrenia, schizoaffective disorder, or post-traumatic stress disorder, but excluding antisocial personality disorder and pedophilia. Evidence of the defendant's mental disorder shall be provided by the defense and shall include a diagnosis or treatment for a diagnosed mental disorder within the last five years by a qualified mental health expert. In opining that a defendant suffers from a qualifying disorder, the qualified mental health expert may rely on an examination of the defendant, the defendant's medical records, arrest reports, or any other relevant evidence.

(2) The defendant's mental disorder was a significant factor in the commission of the charged offense. If the defendant has been diagnosed with a mental ~~disorder~~, *disorder within five years of the current offense*, the court shall find that the defendant's mental disorder was a significant factor in the commission of the offense unless there is clear and convincing evidence that it was not a motivating factor, causal factor, or contributing factor to the defendant's involvement in the alleged offense. A court may consider any relevant and credible evidence, including, but not limited to, police reports, preliminary hearing transcripts, witness statements, statements by the defendant's mental health treatment provider, medical records, records or reports by qualified medical experts, or evidence that the defendant displayed symptoms consistent with the relevant mental disorder at or near the time of the offense.

(c) (1) For any defendant who satisfies the eligibility requirements in subdivision (b), the court ~~must~~ *shall* consider whether the defendant is suitable for pretrial diversion. A defendant is suitable for pretrial diversion if all of the following criteria are met:

(1)

(A) In the opinion of a qualified mental health expert, the defendant's symptoms of the mental disorder causing, contributing to, or motivating the criminal behavior would respond to mental health treatment.

(2)

(B) The defendant consents to diversion and waives the defendant's right to a speedy trial, or a defendant has been found to be an appropriate candidate for diversion in lieu of commitment pursuant to clause (iii) of subparagraph (B) of, or clause (v) of subparagraph (C), of, paragraph (1) of subdivision (a) of Section 1370, or subparagraph (A) of paragraph (1) of subdivision (b) of Section 1370.01 and, as a result of the defendant's mental incompetence, cannot consent to diversion or give a knowing and intelligent waiver of the defendant's right to a speedy trial.

(3)

(C) The defendant agrees to comply with treatment as a condition of diversion, or the defendant has been found to be an appropriate candidate for diversion in lieu of commitment for restoration of competency treatment pursuant to clause (iii) of subparagraph (B) of, or clause (v) of subparagraph (C) of, paragraph (1) of subdivision (a) of Section 1370 or subparagraph (A) of paragraph (1) of subdivision (b) of Section 1370.01 and, as a result of the defendant's mental incompetence, cannot agree to comply with treatment.

(4)

(D) The defendant will not pose ~~an unreasonable~~ *a* risk of danger to public ~~safety, as defined in Section 1170.18,~~ *safety* if treated in the community. The court may consider the opinions of the district attorney, the defense, or a qualified mental health expert, and may consider the defendant's treatment plan, *the defendant's prior history in a pretrial diversion plan, the defendant's prior response to rehabilitation or counseling programs in the community, the degree of danger posed to the community as evidence by the defendant's prior violence and criminal history, the current charged offense, the severity of injuries to victims, records of the defendant's conduct while in custody in any state or county facility while medication compliant* and any other factors that the court deems appropriate. *The court shall consider the victim's rights pursuant to subdivision (b) or Section 28 of Article I of the California Constitution.*

(2) Even if a defendant is otherwise suitable for diversion, a court retains discretion to deny diversion upon a finding that it is more likely than not that the defendant, if treated in the community, will pose a risk of danger to public safety.

(d) (1) A defendant ~~may~~ *shall* not be placed into a diversion program, pursuant to this section, for the following current charged offenses:

(1) ~~Murder~~

(A) *Murder, attempted murder,* or voluntary manslaughter.

(2)

(B) An offense for which a person, if convicted, would be required to register pursuant to Section 290, except for a violation of Section 314.

(3)

(C) Rape.

~~(4)~~

(D) Lewd or lascivious act on a child under 14 years of age.

~~(5)~~

(E) Assault with intent to commit rape, sodomy, or oral copulation, in violation of Section 220.

~~(6)~~

(F) Commission of rape or sexual penetration in concert with another person, in violation of Section 264.1.

~~(7)~~

(G) Continuous sexual abuse of a child, in violation of Section 288.5.

~~(8)~~

(H) A violation of subdivision (b) or (c) of Section 11418.

(I) Child abuse and endangerment, in violation of Section 273a.

(J) Assault of a child under eight years of age resulting in the death of the child, in violation of Section 273ab.

(K) Human trafficking.

(L) Any crime that causes great bodily injury, including, but not limited to, spousal abuse that causes great bodily injury.

(M) Kidnapping.

(N) Carjacking.

(O) Gross vehicular manslaughter, in violation of subdivision (a) of Section 191.5.

(P) Inflicting cruel or inhuman corporal punishment on a child resulting in an injury, in violation of Section 273d.

(2) A defendant shall not be placed into a diversion program, pursuant to this section, if they have two or more prior felonies, or a prior strike offense pursuant to Section 667 or 1170.12.

(e) At any stage of the proceedings, the court may require the defendant to make a prima facie showing that the defendant will meet the minimum requirements of eligibility for diversion and that the defendant and the offense are suitable for diversion. The hearing on the prima facie showing shall be informal and may proceed on offers of proof, reliable hearsay, and argument of counsel. If a prima facie showing is not made, the court may summarily deny the request for diversion or grant any other relief as may be deemed appropriate. *If the court intends to summarily grant diversion or any other relief, the court shall conduct an additional hearing.*

(f) As used in this chapter, the following terms have the following meanings:

(1) "Pretrial diversion" means the postponement of prosecution, either temporarily or permanently, at any point in the judicial process from the point at which the accused is charged until adjudication, to allow the

defendant to undergo mental health treatment, subject to all of the following:

(A) (i) The court is satisfied that the recommended inpatient or outpatient program of mental health treatment will meet the specialized mental health treatment needs of the defendant.

(ii) The defendant may be referred to a program of mental health treatment utilizing existing inpatient or outpatient mental health resources. Before approving a proposed treatment program, the court shall consider the request of the defense, the request of the prosecution, the needs of the defendant, and the interests of the community. The treatment may be procured using private or public funds, and a referral may be made to a county mental health agency, existing collaborative courts, or assisted outpatient treatment only if that entity has agreed to accept responsibility for the treatment of the defendant, and mental health services are provided only to the extent that resources are available and the defendant is eligible for those services.

(iii) If the court refers the defendant to a county mental health agency pursuant to this section and the agency determines that it is unable to provide services to the defendant, the court shall accept a written declaration to that effect from the agency in lieu of requiring live testimony. That declaration shall serve only to establish that the program is unable to provide services to the defendant at that time and does not constitute evidence that the defendant is unqualified or unsuitable for diversion under this section.

(B) The provider of the mental health treatment program in which the defendant has been placed shall provide regular reports to the court, the defense, and the prosecutor on the defendant's progress in treatment.

(C) The period during which criminal proceedings against the defendant may be diverted is limited as follows:

(i) If the defendant is charged with a felony, the period shall be no longer than two years.

(ii) If the defendant is charged with a misdemeanor, the period shall be no longer than one year.

(D) Upon request, the court shall conduct a hearing to determine whether restitution, as defined in subdivision (f) of Section 1202.4, is owed to any victim as a result of the diverted offense and, if owed, order its payment during the period of diversion. However, a defendant's inability to pay restitution due to indigence or mental disorder shall not be grounds for denial of diversion or a finding that the defendant has failed to comply with the terms of diversion.

(2) "Qualified mental health expert" includes, but is not limited to, a psychiatrist, psychologist, a person described in Section 5751.2 of the Welfare and Institutions Code, or a person whose knowledge, skill, experience, training, or education qualifies them as an expert.

(g) If any of the following circumstances exists, the court shall, after notice to the defendant, defense counsel, and the prosecution, hold a hearing to determine whether the criminal proceedings should be reinstated, whether the treatment should be modified, or whether the defendant should be conserved and referred to the conservatorship investigator of the county of commitment to initiate conservatorship proceedings for the defendant pursuant to Chapter 3 (commencing with Section 5350) of Part 1 of Division 5 of the Welfare and Institutions Code:

(1) The defendant is charged with an additional misdemeanor allegedly committed during the pretrial diversion and that reflects the defendant's propensity for violence.

(2) The defendant is charged with an additional felony allegedly committed during the pretrial diversion.

(3) The defendant is engaged in criminal conduct rendering the defendant unsuitable for diversion.

(4) Based on the opinion of a qualified mental health expert whom the court may deem appropriate, either of the following circumstances exists:

(A) The defendant is performing unsatisfactorily in the assigned program.

(B) The defendant is gravely disabled, as defined in subparagraph (B) of paragraph (1) of subdivision (h) of Section 5008 of the Welfare and Institutions Code. A defendant shall only be conserved and referred to the conservatorship investigator pursuant to this finding.

(h) If the defendant has performed satisfactorily in diversion, at the end of the period of diversion, the court shall dismiss the defendant's criminal charges that were the subject of the criminal proceedings at the time of the initial diversion. A court may conclude that the defendant has performed satisfactorily if the defendant has substantially complied with the requirements of diversion, has avoided significant new violations of law unrelated to the defendant's mental health condition, and has a plan in place for long-term mental health care. If the court dismisses the charges, the clerk of the court shall file a record with the Department of Justice indicating the disposition of the case diverted pursuant to this section. Upon successful completion of diversion, if the court dismisses the charges, the arrest upon which the diversion was based shall be deemed never to have occurred, and the court shall order access to the record of the arrest restricted in accordance with Section 1001.9, except as specified in subdivisions (j) and (k). The defendant who successfully completes diversion may indicate in response to any question concerning the defendant's prior criminal record that the defendant was not arrested or diverted for the offense, except as specified in subdivision (j).

(i) A record pertaining to an arrest resulting in successful completion of diversion, or any record generated as a result of the defendant's application for or participation in diversion, shall not, without the defendant's consent, be used in any way that could result in the denial of any employment, benefit, license, or certificate.

(j) The defendant shall be advised that, regardless of the defendant's completion of diversion, both of the following apply:

(1) The arrest upon which the diversion was based may be disclosed by the Department of Justice to any peace officer application request and that, notwithstanding subdivision (i), this section does not relieve the defendant of the obligation to disclose the arrest in response to any direct question contained in any questionnaire or application for a position as a peace officer, as defined in Section 830.

(2) An order to seal records pertaining to an arrest made pursuant to this section has no effect on a criminal justice agency's ability to access and use those sealed records and information regarding sealed arrests, as described in Section 851.92.

(k) A finding that the defendant suffers from a mental disorder, any progress reports concerning the defendant's treatment, including, but not limited to, any finding that the defendant be prohibited from owning or controlling a firearm because they are a danger to themselves or others pursuant to subdivision (m), or any other records related to a mental disorder that were created as a result of participation in, or completion of, diversion pursuant to this section or for use at a hearing on the defendant's eligibility for diversion under this section may not be used in any other proceeding without the defendant's consent, unless that information is relevant evidence that is admissible under the standards described in paragraph (2) of subdivision (f) of Section 28 of Article I of the California Constitution. However, when determining whether to exercise its discretion to grant diversion under this section, a court may consider previous records of participation in diversion under this section.

(l) The county agency administering the diversion, the defendant's mental health treatment providers, the public guardian or conservator, and the court shall, to the extent not prohibited by federal law, have access to the defendant's medical and psychological records, including progress reports, during the defendant's time in diversion, as needed, for the purpose of providing care and treatment and monitoring treatment for diversion or conservatorship.

(m) (1) The prosecution may request an order from the court that the defendant be prohibited from owning or possessing a firearm until they successfully complete diversion because they are a danger to themselves or others pursuant to subdivision (i) of Section 8103 of the Welfare and Institutions Code.

(2) The prosecution shall bear the burden of proving, by clear and convincing evidence, both of the following are true:

(A) The defendant poses a significant danger of causing personal injury to themselves or another by having in their custody or control, owning, purchasing, possessing, or receiving a firearm.

(B) The prohibition is necessary to prevent personal injury to the defendant or any other person because less restrictive alternatives either have been tried and found to be ineffective or are inadequate or inappropriate for the circumstances of the defendant.

(3) (A) If the court finds that the prosecution has not met that burden, the court shall not order that the person is prohibited from having, owning, purchasing, possessing, or receiving a firearm.

(B) If the court finds that the prosecution has met the burden, the court shall order that the person is prohibited, and shall inform the person that they are prohibited, from owning or controlling a firearm until they successfully complete diversion because they are a danger to themselves or others.

(4) An order imposed pursuant to this subdivision shall be in effect until the defendant has successfully completed diversion or until their firearm rights are restored pursuant to paragraph (4) of subdivision (g) of Section 8103 of the Welfare and Institutions Code.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



SENATOR SHANNON GROVE
SENATE DISTRICT 12

SB 1373 (Grove)

Ensuring Accountability in California's Mental Health Diversion Program

SUMMARY

This bill amends California's pretrial Mental Health Diversion (MHD) program by expanding judicial discretion, ensuring courts rely on competent, admissible evidence when evaluating mental health diagnoses, and ensures defendants charged with high-risk violent offenses are ineligible. The goal is to protect public safety while preserving diversion for defendants with legitimate, medically supported mental health needs.

EXISTING LAW

California's MHD program, created by AB 1810 (2018), allows a court to grant diversion to defendants diagnosed with a mental health disorder that was a significant factor in the charged offense. Felony diversion typically involves up to two years of treatment, and misdemeanor diversion typically involves up to one year of treatment, rather than any period of incarceration. There is no statutory guidance on minimum treatment, program duration, or what constitutes sufficient participation.

Successful completion of mental health diversion results in dismissal of the criminal charges, meaning the underlying offense will not appear on the defendant's record.

Current law presumes that any qualifying mental health diagnosis, even one made post-arrest, substantially contributed to the crime. Courts must resolve ambiguities in favor of diversion. Categorical exclusions exist under PC 1001.36(d), including murder, manslaughter, and certain sex offenses, but many violent, coercive, or high-harm crimes remain eligible for diversion.

PROBLEM

The statutory presumption reduces judicial discretion, compelling courts to grant diversion even in borderline or high-risk cases. Opportunistic diagnoses obtained shortly before diversion hearings can trigger eligibility, limiting the prosecution's ability to challenge the evidence.

Current law allows serious offenses, including child abuse, assault resulting in death, human trafficking, crimes causing great bodily injury, kidnapping,

carjacking, gross vehicular manslaughter, attempted murder, and repeat offenders, to access diversion despite high risk to public safety.

Courts are often asked to grant diversion at the prima facie stage based on untested diagnoses or hearsay. Any "Mental health expert" can render a diagnosis that qualifies a defendant for diversion, even though there is no statutory definition of who qualifies as a "mental health expert."

Two high-profile cases demonstrate concerns with how California's Mental Health Diversion statute is functioning in practice.

In 2023, a three-year-old child was brought to a hospital with uncontrollable tremors. Medical testing revealed the child was overdosing on lithium, a medication prescribed to an adult. Investigators determined that the child's mother and her partner had been force-feeding the medication to keep the child sedated while confining him inside a filthy room with little food. The child suffered more than 30 abrasions, multiple bruises, and swelling to the upper ear, injuries consistent with inflicted child abuse. Despite the severity of the conduct and harm, both defendants were granted mental health diversion, avoiding prosecution on four charges of child abuse and endangerment.

In May 2025, Jordan Murray, a 25-year-old Sacramento County defendant, was arrested and charged with the fatal stabbing of a 40-year-old man in a Fair Oaks parking lot following an altercation earlier that day. Murray had previously been arrested in May and June 2024 for two violent robberies, during which he allegedly sprayed store employees with a chemical irritant before fleeing.



SENATOR SHANNON GROVE
SENATE DISTRICT 12

SB 1373 (Grove)

Ensuring Accountability in California's Mental Health Diversion Program

Despite this history, a court granted Murray mental health diversion in November 2024, resulting in his release from custody. Following the homicide, the Sacramento County Sheriff's Office publicly referenced Murray's prior diversion status in explaining the case timeline.

CONTACT:

Gavin Bleha

Gavin.Bleha@sen.ca.gov

(916) 651-4012

SOLUTION

This bill restores full judicial discretion, allowing courts to grant or deny mental health diversion in every case without being compelled by statutory presumptions. Only mental health diagnoses from the last five years may be considered as evidence that the disorder substantially contributed to the offense, and the presumption is rebuttable by the prosecution with competent, admissible evidence.

The bill updates eligibility so that defendants charged with child abuse or endangerment, corporal injury to a child, child assault resulting in death, human trafficking, domestic violence causing great bodily injury, any crime causing great bodily injury, kidnapping, carjacking, gross vehicular manslaughter, attempted murder, or repeat offenders with two or more prior felonies or a prior strike are ineligible for diversion.

Courts must conduct a dedicated hearing to evaluate the evidence supporting MHD petitions, ensuring diagnoses and causation opinions are supported by competent, admissible evidence and that prosecutors have access to records necessary to evaluate or contest the claim.

Courts must also assess the defendant's risk to public safety, considering prior criminal history, treatment compliance, prior response to rehabilitation, severity of the current offense, and victim impact, while respecting victim rights.



Agenda Item Staff Report

Agenda Item Number:

J.4.

Meeting Date:

April 14, 2026

Wording for Agenda:

Consider Approval of Landscape Improvement Projects for the Blossom Estates Lighting and Landscape Maintenance District (LLMAD).

Submitting Department:

Public Works

Contact Name:

Zach Boudreaux, Director of Public Works

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 proposed landscape improvement projects within the Blossom Estates Lighting and Landscape Maintenance District (LLMD) to enhance overall appearance.

Background & Summary:

At the City Council Meeting on March 24, 2026, the City Council requested that Staff bring forth a plan to make landscape improvements including the trimming of overgrown trees, spraying of weeds and overseeding within the turf areas within the Blossom Estates Lighting and Landscape Maintenance District. In recent years the City has transitioned through a few maintenance contractors and recently began in house maintenance of the landscape and lighting maintenance districts. The noted improvements would enhance the overall appearance of the landscaping within the district. It is proposed not to charge the district for the improvements and cover the costs listed below out the City's General Fund Budget.

Staff Based on staff's review, the following projects are recommended:

- Tree trimming – \$1,400.00
- Weed spraying within turf areas – \$125.00
- Seeding and fertilization of turf areas – \$300.00

Estimated Total Cost: \$1,825.00

Proposed Timeline for Improvement:

- Tree trimming – To be completed by June 1, 2026 (contingent on contractor scheduling)
- Weed spraying within turf areas – To be completed by April 24, 2026
- Seeding and fertilization of turf areas – To be completed after the completion of the tree trimming.

These improvements are intended to enhance the visual quality of the landscaped areas, promote healthier turf growth, and improve the efficiency and reliability of the irrigation system. The proposed work will benefit the district as well as improve the aesthetics along South Filbert Road.

Fiscal Impact:

Funding for the proposed improvements is available in the General Fund Parks Budget Account 104.472.019.

Prior City Council Actions:

Annual approval of the Engineer’s Reports and levy of assessments for Lighting and Landscape Maintenance Districts (LLMDs) pursuant to the Landscaping and Lighting Act of 1972.

Attachments:

- Received Quotes

Recommended motion to be made by the City Council:

I move to approve the proposed landscape improvement project for the Blossom Estates Lighting and Landscape Maintenance District to be funded from General Fund Parks Budget.

Gavin Tolbert's Tree Service

Lic#: 1038093, Bond#: 30026812
19149 Echo Dr., Woodlake, CA
93286
(559) 750-8729
gavintolbertstreeservice@gmail.com
www.gavintolbertstreeservice.com



Estimate

ADDRESS
The City of Exeter
City of Exeter
Public Works Department
P.O. Box 237
Exeter
CA
93221

ESTIMATE 1040
DATE 04/07/2026

DESCRIPTION	AMOUNT
Trim thirteen (13) trees located within the Lighting and Landscape District 'Blossom Estates,' situated on the east side of South Filbert.	1,400.00
<hr/>	
TOTAL	\$1,400.00

Accepted By

Accepted Date

Please review us on Yelp, Google, and FaceBook!

GONZALEZ PRO TREE SERVICE LIC1108631
 30724 Rd 52
 Visalia Ca, 93291

LIC #1108631

Cell. (831) 383-0998 (559) 318-0760



CITY OF EXETER
 Blossom Estates
 Exeter CA,93221

ESTIMATE

Estimate # 04042026-01

Estimate Date 04/04/2026

Item	Description	Unit Price	Quantity	Amount
Service	Ginkgo Trees (Trimming)	75.00	4.00	300.00
Service	Pistachios Trees (Trimming)	150.00	3.00	450.00
Service	Pistachios Trees (Trimming)	200.00	5.00	1,000.00
Service	Pistachio Tree (Trimming)	350.00	1.00	350.00
NOTES: If you have any questions, please feel free to call me at (831) 383-0998 or (559) 318-0760 Thank You!				
				Subtotal 2,100.00
				Total 2,100.00
				Amount Paid 0.00
				Estimate \$2,100.00



Agenda Item Staff Report

Agenda Item Number:

J.5.

Meeting Date:

April 14, 2026

Wording for Agenda:

Consider Award of Contract to Perform a City-Wide Rate Study and Authorize the City Administrator or Designee to Execute Necessary Contracts and Documents Related to the Rate Study.

Submitting Department:

Public Works

Contact Name:

Zach Boudreaux, Director of Public Works

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 award a contract to QK, Inc. to perform a City-Wide Utility Rate Study and authorize the City Administrator or designee to execute all necessary agreements and related documents.

Background & Summary:

On June 24, 2025, the City Council authorized the issuance of Request for Proposals (RFP) No. 25-03 to solicit professional consulting services to prepare a comprehensive City-Wide Utility Rate Study.

The intent of the study is to evaluate existing water, wastewater, solid waste, and related service rates and develop a financially sustainable rate structure that supports ongoing operations, capital improvements, reserve funding, and regulatory compliance over a five-year planning horizon.

A total of six (6) proposals were received by the January 21, 2026 deadline. In accordance with the RFP, proposals were evaluated using a standardized rating system based on the following criteria:

- Qualifications and experience of the firm and key personnel
- Understanding of the project scope and proposed approach
- Ability to perform all aspects of the work

- Familiarity with similar projects and Proposition 218 requirements
- Cost of services
- Ability to meet project timelines
- Familiarity with the City and geographic proximity

Following evaluation, three firms ranked the highest demonstrating strong and comparable experience. QK, Inc. received the highest overall score of 92, followed by Willdan (89) and LT Municipal Consultants (82). This determination is based on understanding of the scope of work, experience, understanding of the City's infrastructure and operational needs, overall proposal quality, and cost.

QK, Inc.'s proposed cost of \$74,400 was the lowest cost proposals of top ranked firms and aligned with the project scope while also achieving the highest overall score.

While the top three firms are all capable of successfully completing the work, staff recommends QK, Inc. as the firm that provides the best overall value to the City.

Project Scope Overview:

As outlined in the RFP, the selected consultant will perform a comprehensive rate study that includes, but is not limited to:

- Cost-of-service and revenue requirement analysis
- Evaluation of existing rate structures and development of alternatives
- Development of equitable rate structures
- Integration of capital improvement needs and long-term financial planning
- Preparation of a financial model for City use
- Assistance with Proposition 218 compliance, including notice preparation and public hearing support
- Presentation of findings and recommendations to the City Council

The study will evaluate a five-year rate structure with consideration of long-term financial sustainability and infrastructure needs.

Agreement Terms:

The proposed Professional Services Agreement includes the following provisions.

- Consultant serves as an independent contractor
- Compensation on a not-to-exceed basis (per proposal)
- Required insurance and indemnification provisions
- City ownership of all work products
- Ability for either party to terminate with written notice

Fiscal Impact:

The proposed agreement provides a cost of \$74,400, which is within the range of submitted proposals and reflects a competitive cost for the scope of work. A 10 percent (10%) contingency of \$7,440 is recommended to cover unanticipated that may occur. The total fiscal impact is \$81,840.

Funding will be allocated and is available across applicable enterprise funds (water, wastewater, and related services), as appropriate.

Prior City Council Actions:

- Approval of the 2019 City-Wide Rate Study and subsequent multi-year rate adjustments through 2025.
- June 24, 2025, Authorization to issue RFP.

Attachments:

- RFP No. 2025-03
- Proposal from QK
- Proposal Tabulation
- DRAFT Professional Services Agreement

Recommended motion to be made by the City Council:

I move to award the contract for a City-Wide Utility Rate Study to QK, Inc. in the amount of \$74,400 and a 10 percent (10%) contingency of \$7,440 and authorize the City Administrator or designee to execute all necessary contracts and documents.



**City of Exeter
Department of Public Works**

**REQUEST FOR PROPOSAL (RFP) 25-03
FOR CITYWIDE RATE STUDY**

Proposal Due Date: January 21, 2026 at 2:00PM

Mark sealed envelope: “RFP 25-03 City of Exeter Rate Study”

Address to: City of Exeter, Director of Public Works

Mail to address: P.O. Box 237, Exeter, CA 93221

Hand delivery address: Exeter City Hall - 137 N F St., Exeter, CA 93221

LATE RESPONSES WILL BE RETURNED UNOPENED

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1. Introduction

The City of Exeter (City) is requesting proposals to perform a comprehensive drinking water, wastewater, and solid waste rate study, The purpose of this rate study is to assess the existing rates and revenues, and to recommend rate structures to adequately fund the utility operations, capital costs, reserve funds and budgets, and existing debt service obligations while ensuring a safe and resilient level of service to the City’s customers. The study will consist of:

- Prepare a cost-of-service analysis, including revenue requirements.
- Develop and analyze appropriate rate structures (up to 3 alternatives that include tiered rates).
- Estimate the City’s cost to provide the billing service for each rate structure.
- Determine the rates necessary to meet the City’s revenue requirements and infrastructure improvement goals.
- Develop appropriate customer service fees for each user class.
- Participate in presentations and meetings.
- Develop and recommend implementation of a stormwater fee that may be integrated into sewer.

The analysis period shall be five years. At the conclusion of the Study, the City anticipates proceeding with the Prop. 218 process to adopt a 5-year rate schedule.

The proposal may recommend additional components that would benefit the City. If additional components are recommended, please provide a detailed description of the value to the City.

2. Background

The City of Exeter is a charter city incorporated in 1911. The City of Exeter is located along State Route 65 and is located approximately 12 miles east of Visalia and 19 miles north of Porterville. The City’s population is approximately 10,186, and the current incorporated area covers approximately 2.5 square miles.

The City of Exeter provides drinking water, wastewater, and stormwater services to the incorporated area, while we contract for solid waste and street sweeping. The area includes:

- Approximately 3500 residential customers

- 272 commercial customers
- 6 active groundwater wells
- 4 inactive groundwater wells, one of which is slated to return to service
- Approximately 47 miles of distribution pipelines
- 100,000gal of water storage in one (1) elevated water tank
- 350+ fire hydrants

The City fully owns but has a contract operator for our drinking water system. Water supply is produced solely from city owned groundwater wells. Production is limited, and the City has identified necessary improvements to the drinking water supply system.

The City also owns but contract operates out wastewater treatment facility. The plant averages about 800,000 gals of influent per day. The plant is approaching 80% capacity and the City has identified necessary projects to maintain successful operation.

The City contract operates our solid waste, however, residents pay the City, and the City pays the solid waste contractor.

The City contract operates our street sweeping.

The City is interested in exploring options and open to suggestions to bring these items back under our own operation.

3. Submission Process

Requests for Information (RFI)

Please direct questions for clarification to Zachary Boudreaux, Director of Public Works via e-mail to pw@exetercityhall.com or via the Q&A process on BidNet. Proposers are specifically directed not to contact any other City personnel for meetings or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of proposal.

Addenda

Any revisions to the RFP will be issued and distributed as addenda on BidNet.

Submission

One (1) unbound original, five (5) color copies, and an electronic copy of the proposal shall be submitted as stated on the cover page of this RFP.

Schedule

<u>Event</u>	<u>Date of Event</u>
RFP Released	December 3, 2025
RFI's Due by 2:00PM	January 7, 2026
Responses to RFI Posted (tentative)	January 14, 2026
Proposals due by 2:00PM	January 21, 2026
Interviews with short-listed proposers (tentative)	February 4, 2026
City Council Meeting to recommend contract award	February 24, 2026

4. Scope of Services

A. Investigation and Data Collection

Assemble the information necessary to understand and describe the City's current finances and rates. The objectives of the investigation and data collection are to develop a complete understanding of the finances, and project future service needs to comply with projected growth and state and federal mandates.

- a. Adopted water and wastewater service charges.
- b. Financial information regarding water and wastewater revenues and expenditures.
- c. Identification of any additional long-term funding needs related to the water and wastewater enterprises, including those related to capital improvements, proposed legislation and recently adopted laws.
- d. Review and analyze current water consumption, water sales and operational activities/expenses.

B. Review the City's existing rate structures and any related plans and studies

Review the City's existing water and wastewater rate structure and discuss advantages and disadvantages compared to other approaches. Review City's historical information (including without limitation the City's General Plans, Master Plans, consumption records and financial records), and projected demand and deliveries. Evaluate the existing rate structures for conformance with existing statutory regulations. Make recommendations for any changes necessary to achieve compliance. Summarize and discuss findings with the City's project team.

Review the Water, Wastewater and Storm Drain Master Plans as well as discuss with the City capitol improvements that were identified after completion of these plans.

C. Evaluate Rate Structure Alternatives

Identify alternative rate structures or modifications to the City's existing water and wastewater rates designed to improve equity and/or better achieve City objectives. Discuss pros and cons of different rate structure options and their general impacts on different types of customers. Rate structure options will be refined as the study progresses based on input from the City's project team. Receive City input and revise recommendations as needed. Include alternative rate structures (where allowed by law) for low-income customers, and an alternative rate structure (with possible penalties) to be imposed during a State-declared drought.

D. Develop Cost of Service Rate Analysis

Allocate costs of service to the various customer classes and rate categories to support the recommended rate structure and demonstrate that proposed rates reasonably reflect the cost of providing service and are fair and equitable to all customer classes.

E. Evaluate Development of Capital Improvement Projects

Review City documents (master plan studies) and interview City staff members to document planned capital improvements and operations/maintenance costs, both for existing and anticipated future infrastructure needs. Integrate these items into pro-forma budgets.

F. Develop Water and Wastewater Rate Recommendations

Based on evaluation of alternatives and their impacts, develop draft recommendations for City consideration. Rate recommendations should do the following:

- Ensure cash flows generated by the utility rates are adequate to maintain operations at current and reasonably anticipated service levels, meet capital financing needs, and provide resources for compliance with all laws over the immediate five-year rate horizon and consider impacts to the utilities over a ten-year consideration horizon.

- Ensure that cash flows are adequate to meet any future debt that may be needed to finance capital improvements.
 - Ensure the proposed rates are in conformance with all applicable laws, including the provisions of Proposition 218, court cases interpreting these provisions, and court cases concerning the effects of Proposition on tiered rate structures.
 - Assess the sensitivity of the interaction between rate changes and total anticipated cash flows due to potential changes in water consumption (commonly referred to as cash flow elasticity) and integrate factors into the rate model to compensate for the projected effects
- Incorporate City input and revise as needed.

G. Present to City Council

Develop a PowerPoint presentation summarizing key findings, alternatives, and draft rate recommendations. Present this to the City of Exeter City Council during a regular scheduled meeting. Any input from City Council should be incorporated in the final recommendations.

H. Proposition 218 Assistance

The Proposer will provide guidance and advice to City staff to assure compliance with the Proposition 218 process as it applies to water and wastewater services. The Proposer will include the preparation and completion of the Proposition 218 Notification (in English and Spanish) as a service to the City. The Proposer shall ensure the proposed rates are in conformance with all applicable laws, including the provisions of Proposition 218, court cases interpreting these provisions, and court cases concerning the effects of Proposition on tiered rate structures.

I. Prepare Draft and Final Summary Memos and Rate Models

Prepare a draft memorandum of the Water and Wastewater Rate Analysis findings and recommendations. The rate model should be prepared and provided to the City in Excel spreadsheet format. The model's construction shall be documented in a manner that allows the City to understand the formulas which are utilized, and how variables affect rate calculations.

The Final Summary shall, at a minimum, explicitly include the following elements:

- **Current Rate Structure Analysis:** Assess the current rate structure's performance as a baseline for comparing recommended changes.
- **Allocation and apportionment analysis:** Assess the reasonableness of recommended water and wastewater rates for all types of property ownership to include multi-family units.
- **Conservation Impacts discussion:** Assess and discuss the interaction between water conservation elements of the recommended rate structure and their likely impacts on water conservation.
- **Elasticity and Sensitivity Analysis:** Assess the ability of the revenue stream generated by the recommended rate structures to continue to fully fund water and wastewater system costs and other costs under the impacts of future water quality and environmental regulations and standards. Assessment is to include a sensitivity analysis where the long-term revenue generated under each alternative as well as the current rate structure shall be illustrated when confronted with the impacts of growth, drought, extreme rain, mandated requirements under current and upcoming federal and state programs, and major water quality improvements.
- **Other Service Charges:** Assess the existing customer service fee structure and identify other potential areas for service and system changes and recommend changes.
- **Annual operating fund balance targets; target contingency fund balances and level of liquidity.**
- **Comprehensive Summary of Recommended Rate Structure:** Assess performance of each recommended rate structure against current rate structure performance as baseline and provide recommendation on preferred rate structure.
- **The allocation of cost centers between fixed costs and variable costs**
- **Recommend record-keeping and accounting structural revisions to the chart-of-accounts that would constitute best practices in the utility industry and that would make future rate studies more accurate or less burdensome to prepare.**
- **Supporting Data:** Provide data supporting conclusions and observations made for each of the areas above and site within study.

The City should be able to use the model in the future to evaluate actual performance against projections and to make adjustments as necessary. The model will be the property of the City and may be used by the City for any purpose.

J. Submit the Draft Report to City Staff for Review and Comments

Following staff review and input, Proposer shall prepare and submit a final version.

K. Attend Public Hearing on Rates

Attend the Prop. 218 Public Hearing on the rate study and proposed rate adjustments. Remain available to give a summary presentation highlighting key findings and recommendations. Remain available to answer questions at City Council's direction. It is the intent of the City to adopt the rate study and proposed water and wastewater rates at the conclusion of the Prop. 218 Public Hearing.

5. Proposal Format and Content Guidelines

The City is seeking a concise proposal addressing all of the requirements outlined in this RFP.

The following are the proposal guidelines. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows.

A. General Information

- Legal name, address, telephone number and fax number.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone and fax numbers if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
 - a. Small Business
 - b. Disadvantaged Business
 - c. Minority and/or Women-Owned Business
- Provide your Federal Tax ID Number and City of Exeter Business Tax Certificate Number (if applicable). The selected Proposer will be required to obtain a City of Exeter Business Tax Certificate.
- Names of company's owners / officers.

- Key Personnel must be identified in the proposal with their background.
- If subconsultants are used, provide the same information for those firms/individuals as for the primary consultant.
- References: Provide at least three references (name, company title, address, email, and telephone number).

B. Letter of Transmittal/Table of Contents

Describe your interest and commitment in providing consulting services for the City of Exeter. An officer who is authorized to contractually bind the entity and to negotiate a contract with the City shall sign the letter. Provide name, title, address, email, and telephone number of this officer.

Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.

C. Proposed Program Approach

Summarize your approach and understanding of the project and any special considerations of which the City of Exeter should be aware. Indicate clearly, the levels of participation you will expect from the City of Exeter that may be useful and applicable to this project. Explain the tasks envisioned to accomplish each Scope of Services element. Describe the method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project. Describe the expected deliverables to the City of Exeter.

D. Staff Qualifications and Related Experience

• Staff Qualifications and Experience

This section should demonstrate the qualifications of the management personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract.

• Related Experience

Include descriptive information concerning the experience of the Proposer. Include information about previous contracts that might be comparable, including the size and

type of projects and the scope of services provided. In addition, provide references for the three (3) most comparable projects for which the Proposer has provided, or currently is providing, similar services.

• **Personnel Allocation**

Proposer shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the Scope of Services (Part III). This information is not meant as a fee proposal, but only an indication of the level of effort envisioned for completion of the project at hand.

E. Cost Proposal

The Cost Proposal shall be provided as a part of the RFP submittal. In a separate sealed envelope, marked “Cost Proposal for City of Exeter Rate Study”. Provide complete summary of the estimated number of consulting hours, schedule of hourly rates for each classification, and total not-to-exceed cost inclusive of ancillary costs, including travel for the Scope of Services to be performed.

F. Contractual Requirements

- Provide evidence that individual(s) submitting proposal are authorized to commit for the completion of the work.
 - Contract execution for work to be performed will be provided by the City of Exeter.
 - Contract to perform work will be approved by Exeter City Council
 - Notice to proceed will be provided by the Director of Public Works

G. Other Proposal Requirements

- A copy of the City’s standard Professional Services Agreement (Agreement) is attached for your information. Comments, if any, concerning the terms and conditions of the Agreement should be included in the proposal. If no comments are made in the proposal, it will be assumed that Proposer will sign the attached contract.
- The Proposer shall procure the insurance as specified in the Agreement.
- The City of Exeter reserves the right to reject any and all proposals; to waive any informality in any proposal; to select the proposal which appears from all consideration to

be the most economical and advantageous to the City; and to make sure final selection and award for any other reason deemed to be in the best interest of the City of Exeter.

6. Selection Procedure

Selection of the successful proposal shall be generally based on the information provided by the Proposers in response to the Request for Proposals and any subsequent interviews that may be conducted. Interviews will be held solely at the option and discretion of the City of Exeter. The process for selection shall occur in the following sequence:

- Review Proposals • Establish a “short list” of two or more Proposers using the Rating Form (attached)
- Interview “short-listed” Proposers (at the option and discretion of the City)
- Identify best qualified Proposer
- Determine which, if any, alternatives will be selected, and negotiate a fee
- Present recommendation to the City Council

The City does not guarantee that an interview will take place, thus reserving the right to make a selection based solely on the information provided in the proposals received in response to the RFP. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

Furthermore, the City reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the Proposer which, in the City’s opinion, best serves the City’s interests.

A. Criteria

Staff will address the following criteria in evaluation of proposals in order to gauge the ability of a Proposer to perform the work as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed Proposers.

- Proposed Work Plan and Approach and the degree to which they meet the requirements described in the SCOPE of SERVICES.
- Familiarity with policies and procedures related to the work effort.
- Quality and completeness of the proposal.

- Relevance and conciseness of the proposal.
- Qualification relating to preparation of Water and Wastewater Rate Study.
- Qualifications and experience of staff.
- Personnel allocation.
- Completion of similar projects and references.
- Experience in forensic work in connection with water/wastewater rate legal challenges.

Prior to award, the City must be assured the selected Proposer has the resources required to successfully perform the work. This includes, but is not limited to, personnel with the skills required, and equipment, materials, and financial resources sufficient to provide services. If, during the evaluation process, the City is unable to assure itself of the Proposer's ability to perform, the City has the option of requesting from the proposer any information the City deems necessary to determine the Proposer's capabilities. If such information is required, the Proposer will be notified and will be permitted seven (7) working days to submit the requested information.

B. Background Check

The City reserves the right to conduct a background inquiry of each Proposer, which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the Proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

C. Federal Requirements

Federal procurement standards mandate the selected Proposer adhere to all Federal statutes and executive orders and their implementing regulations.

D. Conflicts of Interest

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence and member of the City of Exeter Staff or City Council. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

Rating Form

Proposer: _____ Date: _____ Project No. <u> RFP 25-03 </u> Evaluation of Factors	Rating Factor: Numerical range and weighting based on importance to the City of Exeter	Score
Capability to perform all aspects of the project	0-20	
Recent experience in comparable projects including Prop 218 experience	0-20	
Proposers reputation and professional background	0-20	
Cost of providing services	0-10	
Ability to meet deadlines	0-10	
Familiarity with and proximity to the geographic location of the project	0-10	
Demonstrate understanding of the projects goal and potential impact	0-10	
	Total Score 0-100	



May 7, 2025

Mr. Zach Boudreaux
Public Works Director
City of Exeter
350 W. Firebaugh Avenue
Exeter, CA 93221

Subject: City of Exeter – Water, Wastewater, and Refuse Rate Studies

Dear Mr. Boudreaux:

Thank you for the opportunity to provide this proposal for the water, wastewater, and refuse rate studies for Exeter Public Works. The scope and fee outlined below are consistent with similar projects we have completed for other small communities in the Central Valley

PROJECT UNDERSTANDING

The City of Exeter is embarking on significant improvements to its utility infrastructure in compliance with the Master Plans for water and sewer that were approved in the last two (2) years. To fund this venture, a rate study is warranted for the programming of future capital improvements. Typically, rate studies should be performed every five (5) years to keep up with changes in materials and labor costs, as well as project needs for the water, wastewater, and refuse systems. The scope of services below will satisfy these requirements and will follow the Proposition 218 process for the study and implementation of any changes to the rates.

APPROACH/SCOPE OF SERVICES

TASK 1.0 RATE STUDY FOR WATER SYSTEM

Subtask 1.1 Kick-off Meeting

QK will schedule a kick-off project meeting with the City following receipt of an executed task order. This meeting will occur within two (2) weeks of the Notice to Proceed. Attendees will include City staff, QK's project manager (Kevin Gross, PE), QK senior engineers, and others as deemed necessary at the time of the Notice to Proceed.

QK will prepare a kick-off meeting agenda and provide it to the City at least two (2) business days prior to the meeting. The objective of this meeting is to build consensus and mutual understanding of the project's goals.

Our agenda will include the following:

- Review of the project budget
- Review of the scope of services
- Review and discuss the project schedule, including the critical path
- Formalize the project submittal dates and City review periods
- Discuss and formalize data requests and delivery methods
- Address any known questions, challenges, or issues that may impact the report, budget, and/or schedule

We will distribute meeting minutes to all attendees within two (2) business days of the meeting.

Deliverables:

- Project kick-off meeting agenda, including a list of issues/questions and coordination items for the City in PDF format
- Project kick-off meeting notes in PDF format
- Detailed data request in PDF format

Subtask 1.2 Data Gathering

Before the project kick-off meeting, QK will submit a detailed data request list to the City, which will include the following:

- Audits, budgets, and financial statements, including current cash balances
- Customer billing data
- Capital Improvement Program budget
- Debt service schedules/statements
- Previous rate studies
- Reserve policies
- Related reports – Master Plans, management plans, and operational needs analysis

QK will review the information collected and correlate this information into the report methodology and financial analysis.

Deliverable:

- Detailed data request in PDF format

Subtask 1.3 Report Methodology

QK will develop a 10-year (FY 2025–2035) financial plan based on revenue generated from rates and other sources, budgeted and projected expenses, debt coverage, and reserve contributions. Our customized Excel financial model will allow the City to modify underlying assumptions on a routine basis to estimate annual revenue needs, allowing staff to make informed budgetary decisions.

Using the City's budgetary documents, QK will project operating and maintenance (O&M) expenses and develop reasonable inflationary factors for relevant itemized expenses and any known changes, such as an increase or decrease in the number of personnel, level of service, or projected growth. Projections will be produced for the 10-year study period.

City staff will identify capital improvement projects for the next 10 years. QK will explore financing options based on the timing of proposed revenue adjustments and ongoing repairs and replacements, as well as recommendations made in the City's Master Plan, such as water main replacement costs and schedule. Financial instruments may include cash reserves, grant funding, or debt proceeds, each of which comes with different rate impacts.

Once revenue requirements are outlined, QK will allocate costs among customers commensurate with their service requirements. The analysis will be used to confirm that costs are equitably distributed to ratepayers in compliance with Proposition 218 and verify that established rates adequately cover costs to provide reliable service. QK will employ industry standards and methodologies approved by the American Water Works Association (AWWA) *Manual M1, Principles of Water Rates, Fees, and Charges (M1)*.

Proposed rates will be designed with City staff to fall within regulatory and legal requirements, including Proposition 218, and will be compatible with City billing software. Based on the cost-of-service analysis and the City's rate-setting objectives, QK may suggest that the City consider:

- Retaining the current rate structure
- Modifying the current rate structure (reducing or increasing the number of tiers or changing the weight of revenue recoveries from fixed charges vs. volumetric charges)
- Adopting an entirely different rate structure

Deliverable:

- 10-year financial model in Excel format

Subtask 1.4 Preliminary and Final Report

To create a thorough administrative record, the draft rate study will summarize study objectives, assumptions, and methodologies, as well as proposed rate structure adjustments and impacts on each customer class. This report will include discussions on the financial plan, revenue requirements, cost of service, and rate setting, in addition to an overview of the City's service area, operating expenses, capital expenses, and reserve targets. The report will also highlight Proposition 218, other federal, State, and local laws and regulations, as well as landmark court decisions that regulate water rates.

The City will receive an electronic preliminary draft study for review and comment. Tables and figures throughout the report will convey key information in an easily digestible and legible format.

QK will update the preliminary draft study, incorporating comments received from the City and other stakeholders, and prepare a final report for presentation to the City Council and the public.

Deliverables:

- Preliminary draft water rate study in electronic Word and PDF formats
- Final draft water rate study in electronic Word and PDF formats

Subtask 1.5 Notices

QK will prepare the master public notice in mail-merge format, the list of property owners as shown on the latest tax rolls, and the newspaper public hearing notice. City staff will use the master public notice, property owner list, and newspaper public hearing notice to send notices to property owners and the newspaper. QK will prepare the staff report and resolution for the City Council and present the results of the rate study at the City Council public hearing.

Deliverables:

- Notice in electronic Word and PDF formats
- List of property owners on the latest tax roll

Subtask 1.6 Public Hearing and Ballot Tabulation

QK will attend one (1) Council meeting to discuss the rate structure the City wants to present to the ratepayers and one (1) public hearing at which ballots will be counted. QK will prepare a PowerPoint presentation on the contents of the rate study. The presentation will describe the proposed services, explain the rate methodology, and include a question-and-answer session to respond to questions asked by the City Council or the public. The ballot count will occur at the end of the meeting. QK will assist the City in tabulating returned ballots and in reporting the results to the City Council.

Deliverable:

- PowerPoint presentation

TASK 2.0 RATE STUDY FOR WASTEWATER SYSTEM

Subtask 2.1 Kick-off Meeting

QK will schedule a project kick-off meeting with the City following receipt of an executed task order. This meeting will occur within two (2) weeks of the Notice to Proceed. Attendees will include City staff, QK's project manager (Kevin Gross, PE), QK senior engineers, and others as deemed necessary at the time of the Notice to Proceed.

QK will prepare a kick-off meeting agenda and provide it to the City at least two (2) business days prior to the meeting. The objective of this meeting is to build consensus and mutual understanding of the project's goals.

Our agenda will include the following:

- Review the project budget
- Review the scope of services
- Review and discuss the project schedule, including the critical path
- Formalize the project submittal dates and City review periods
- Discuss and formalize data requests and delivery methods
- Address any known questions, challenges, or issues that may impact the report, budget, and/or schedule

We will distribute meeting minutes to all attendees within two (2) business days of the meeting.

If all tasks are approved at the same time, QK will hold one (1) kick-off meeting to accommodate all three (3) tasks.

Deliverables:

- Project kick-off meeting agenda, including a list of issues/questions and coordination items for the City in PDF format
- Project kick-off meeting notes in PDF format
- Detailed data request in PDF format

Subtask 2.2 Data Gathering

Before the project kick-off meeting, QK will submit a detailed data request list to the City, which will include the following:

- Audits, budgets, and financial statements, including current cash balances
- Customer billing data
- Capital Improvement Program budget
- Debt service schedules/statements
- Previous rate studies
- Reserve policies
- Related reports – Master Plans, management plans, operational needs analysis

QK will review the information collected and correlate this information into the report methodology and financial analysis.

Deliverable:

- Detailed data request in PDF format

Subtask 2.3 Report Methodology

QK will develop a 10-year (FY 2025–2035) financial plan based on revenue generated from rates and other sources, budgeted and projected expenses, debt coverage, and reserve contributions. Our customized Excel financial model

will allow the City to modify underlying assumptions on a routine basis to estimate annual revenue needs, allowing staff to make informed budgetary decisions.

Using the City's budgetary documents, QK will project O&M expenses and develop reasonable inflationary factors for relevant itemized expenses and any known changes, such as an increase or decrease in the number of personnel, level of service, or projected growth. Projections will be produced for the 10-year study period.

City staff will identify capital improvement projects for the next 10 years. QK will explore financing options based on the timing of proposed revenue adjustments and ongoing repairs and replacements, as well as recommendations made in the City's Master Plan, such as sanitary sewer main replacement costs and schedule. Financial instruments may include cash reserves, grant funding, or debt proceeds, each of which comes with different rate impacts.

Once revenue requirements are outlined, QK will allocate costs among customers commensurate with their service requirements. The analysis will be used to confirm that costs are equitably distributed to ratepayers in compliance with Proposition 218 and verify that established rates adequately cover costs to provide reliable service. QK will employ industry standards and methodologies.

Proposed rates will be designed with City staff to fall within regulatory and legal requirements, including Proposition 218 and will be compatible with City billing software. Based on the cost-of-service analysis and the City's rate-setting objectives, QK may suggest that the City consider:

- Retaining the current rate structure
- Modifying the current rate structure (reducing or increasing the number of tiers or changing the weight of revenue recoveries from fixed charges vs. volumetric charges)
- Adopting an entirely different rate structure

Deliverable:

- 10-year financial model in Excel format

Subtask 2.4 Preliminary and Final Report

To create a thorough administrative record, the draft rate study will summarize study objectives, assumptions, and methodologies, as well as proposed rate structure adjustments and impacts on each customer class. This report will include discussions on the financial plan, revenue requirements, cost of service, and rate setting, in addition to an overview of the City's service area, operating expenses, capital expenses, and reserve targets. The report will also highlight Proposition 218, other federal, State, and local laws and regulations, as well as landmark court decisions that regulate wastewater rates.

The City will receive an electronic preliminary draft study for review and comment. Tables and figures throughout the report will convey key information in an easily digestible and legible format.

QK will update the preliminary draft study, incorporating comments received from the City and other stakeholders, and prepare a final report for presentation to the City Council and the public.

Deliverables:

- Preliminary draft wastewater rate study in electronic Word and PDF formats
- Final draft wastewater rate study in electronic Word and PDF formats

Subtask 2.5 Notices

QK will prepare the master public notice in mail-merge format, the list of property owners as shown on the latest tax rolls, and the newspaper public hearing notice. City staff will use the master public notice, property owner list, and

newspaper public hearing notice to send notices to property owners and the newspaper. QK will prepare the staff report and resolution for the City Council and present the results of the rate study at the City Council public hearing.

Deliverables:

- Notice in electronic Word and PDF formats
- List of property owners on the latest tax roll

Subtask 2.6 *Public Hearing and Ballot Tabulation*

QK will attend one (1) Council meeting to discuss the rate structure the City wants to present to the ratepayers, and one (1) public hearing at which ballots will be counted. QK will prepare a PowerPoint presentation on the contents of the rate study. The presentation will describe the proposed services, explain the rate methodology, and include a question-and-answer session to respond to questions asked by the City Council or the public. The ballot count will occur at the end of the meeting. QK will assist the City in tabulating returned ballots and in reporting the results to the City Council.

Deliverables:

- PowerPoint presentation

TASK 3.0 RATE STUDY FOR REFUSE SYSTEM

Subtask 3.1 *Kick-off Meeting*

QK will schedule a project kick-off meeting with the City following receipt of an executed task order. This meeting will occur within two (2) weeks of the Notice to Proceed. Attendees will include City staff, QK's project manager (Kevin Gross, PE), QK senior engineers, and others as deemed necessary at the time of the Notice to Proceed.

QK will prepare a kick-off meeting agenda and provide it to the City at least two (2) business days prior to the meeting. The objective of this meeting is to build consensus and mutual understanding of the project's goals.

Our agenda will include the following:

- Review the project budget
- Review the scope of services
- Review and discuss the project schedule, including the critical path
- Formalize the project submittal dates and City review periods
- Discuss and formalize data requests and delivery methods
- Address any known questions, challenges, or issues that may impact the report, budget, and/or schedule

We will distribute meeting minutes to all attendees within two (2) business days of the meeting.

If all tasks are approved at the same time, QK will hold one (1) kick-off meeting to accommodate all three (3) tasks.

Deliverables:

- Project kick-off meeting agenda, including a list of issues/questions and coordination items for the City in PDF format
- Project kick-off meeting notes in PDF format
- Detailed data request in PDF format

Subtask 3.2 *Preliminary and Final Report*

Following a kick-off meeting between QK and City staff, QK will prepare a rate study for refuse collection. The purpose of the rate study is to review and modify the existing rate structures so that customers' pay rates are proportional to

the cost to provide specified services. Overall operating costs, capital needs (mostly truck replacement), and revenue will be analyzed to evaluate the reasonableness of costs and the need to increase overall revenue. QK will include the City's contract provider and evaluate the current contract and project increases. The report will be prepared consistent with the requirements of Proposition 218.

QK will submit an administrative draft rate study to City staff for review and comment. Upon receipt of City comments, QK will prepare the final rate study.

One (1) round of review and revisions is anticipated.

Deliverables:

- Administrative draft rate study (for City staff review only) in Word and PDF formats
- Final rate study in PDF format

Subtask 3.3 Notices

QK will prepare the master public notice in mail-merge format, the list of property owners as shown on the latest tax rolls, and the newspaper public hearing notice. City staff will use the master public notice, property owner list, and newspaper public hearing notice to send notices to property owners and the newspaper. QK will prepare the staff report and resolution for the City Council and present the results of the rate study at the City Council public hearing.

Deliverables:

- Notice in electronic Word and PDF formats
- List of property owners on the latest tax roll

Subtask 3.4 Public Hearing and Ballot Tabulation

QK will attend one (1) Council meeting to discuss the rate structure the City wants to present to the ratepayers and one (1) public hearing at which ballots will be counted. QK will prepare a PowerPoint presentation on the contents of the rate study. The presentation will describe the proposed services, explain the rate methodology, and include a question-and-answer session to respond to questions asked by the City Council or the public. The ballot count will occur at the end of the meeting. QK will assist the City in tabulating returned ballots and in reporting the results to the City Council.

Deliverable:

- PowerPoint presentation

SCHEDULE

Task	Description	Duration
1.0	Rate Study for Water System	120 days
2.0	Rate Study for Wastewater System (simultaneous with Task 1.0)	120 days
3.0	Rate Study for Refuse System (simultaneous with Task 1.0)	120 days
Total Duration		120 days

FEE ESTIMATE

Task	Description	Fee Type	Fee Amount
1.0	Rate Study for Water System	T&M	\$26,900.00
2.0	Rate Study for Wastewater System	T&M	\$26,900.00
3.0	Rate Study for Refuse System	T&M	\$20,600.00
Total Estimated Fee			\$74,400.00

Notes:

1. Expenses for reproduction, mailing, mileage, etc., are billed separately per our attached Charge Rate Schedule.
2. All time-and-materials fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
3. When a task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately predict the amount of work effort required, typical of on-call type services. QK will work with the client to set expectations where applicable.
4. The Fee Estimate is good for a period of 90 days from the date of the proposal. After 90 days, the Fee Estimate is subject to change.

AUTHORIZATION OF SERVICES

In order to authorize the services described herein, please sign the attached Task Order and send it back to us. Typically, we can begin our services within five (5) business days of the time authorization is received, depending on the client's needs and schedule constraints.

Thank you for the opportunity to propose on this project. If you have any questions or would like to discuss this proposal further, please contact John Doyel at (559) 733-0440. We look forward to working with you on this important project.

Sincerely,



John Doyel, PE
Director of Engineering



Monique Mello, PE QSD/QSP
Branch Manager - Visalia/Senior Engineer

Enclosures: Task Order
Charge Rate Schedule

P250285
KG/JD/MAM

**CITY OF EXETER
WORK AUTHORIZATION AND TASK ORDER
ON-CALL ENGINEERING SERVICES**

Job No. _____

Project #:	Phase #:	Task #:
Project Title: City of Exeter Water, Wastewater, and Refuse Rate Studies		
Project Description: Prepare water, wastewater, and refuse rate studies for the City of Exeter Public Works Department.		
Scope of Work: See attached proposal dated May 7, 2025.		
Period of Performance: The scope of services outlined in the attached proposal dated May 7, 2025, will be completed within 120 days from receipt of a Notice to Proceed.		
Budget: See attached proposal dated May 7, 2025. Total Fee is \$74,400.00 (Time & Materials).		
Special Terms and Conditions: All of the terms and conditions of the Agreement for City Engineering Services between the City of Exeter and Quad Knopf, Inc. dated January 13, 2015, Amendment No. 1 dated February 28, 2017, Amendment No. 2 dated January 11, 2022, and Amendment No. 3 dated January 10, 2024, are incorporated by reference as if fully set forth herein.		
Invoicing Requirements: <ul style="list-style-type: none"> ▪ Payment Terms: Net 30 Days ▪ Contract Type: <input checked="" type="checkbox"/> Time & Materials: <u>\$74,400.00</u> <input type="checkbox"/> Fixed Fee: <u>\$</u> ▪ Invoice Frequency: Monthly 		
Quad Knopf, Inc.		City of Exeter
By: _____ Signature	By: _____ Signature	
Name: <u>Amber Aguayo</u>	Name: _____	
Title: <u>CFO/COO</u>	Title: _____	
Date: _____	Date: _____	

Charge Rate Schedule



2025 CHARGE RATE SCHEDULE

TECHNICAL SERVICES	
Project Administrator	\$103 / hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician	\$103 / hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst	\$118 / hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst	\$129 / hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst	\$159 / hour
Landscape Architect Technician	\$118 / hour
PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	\$129 / hour
Associate Engineer	\$159 / hour
Senior Associate Engineer	\$185 / hour
Project Engineer	\$210 / hour
Senior Engineer / City Engineer / District Engineer	\$245 / hour
Senior Air Quality Engineer	\$275 / hour
Principal Engineer	\$275 / hour
Senior Principal Engineer: VP/ President	\$290 / hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	\$105 / hour
Assistant Planner	\$115 / hour
Associate Planner / Associate Environmental Scientist	\$129 / hour
Senior Associate Environmental Scientist	\$149 / hour
Senior Associate Planner	\$155 / hour
Senior Environmental Scientist	\$185 / hour
Senior Planner / Senior Landscape Architect	\$185 / hour
Principal Planner / Principal Environmental Scientist	\$210 / hour
Construction and Project Management	
Field Construction Observer	\$140 / hour
Senior Field Construction Observer	\$165 / hour
Assistant Construction Manager / Assistant Project Manager	\$129 / hour
Associate Project Manager	\$143 / hour
Associate Construction Manager / Associate Field Construction Observer	\$155 / hour
Project Manager	\$155 / hour
Senior Associate Construction Manager / Senior Associate Project Manager	\$170 / hour
Senior Project Manager	\$199 / hour
Senior Construction Manager	\$199 / hour
Principal Construction Manager / Principal Project Manager	\$225 / hour
Surveying	
Assistant Surveyor	\$125 / hour
Associate Surveyor	\$139 / hour
Senior Associate Surveyor	\$169 / hour
Project Surveyor	\$195 / hour
Senior Surveyor	\$210 / hour
Principal Surveyor	\$249 / hour
One-Person Survey Crew	\$185 / hour
Two-Person Survey Crew	\$290 / hour
Three-Person Survey Crew	\$385 / hour
UAV Pilot	\$199 / hour
UAV Flight Observer	\$165 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.81 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2025. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

1/15/2025

Proposal Tabulation

Firm Name	Total Score	Cost of Services
QK, Inc.	92	\$74,400.00
Willdan	89	\$78,930.00
LT Municipal Consultants	82	\$89,090.00
Cornerstone	53	\$76,286.00
Raftelis	48	\$198,723.00
MinMax 001 LLC	44	\$51,000.00

**CITY OF EXETER
AGREEMENT FOR SERVICES**

THIS AGREEMENT, made and entered into this [DATE], 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. 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 A attached hereto and made a part hereof. The total compensation, including reimbursement for actual expenses, shall not exceed \$52,425.00 unless additional compensation is approved in writing by the City Council or City Administrator.

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 Council. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council 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 Council. 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. **TERMINATION OF AGREEMENT.** This Agreement will commence on [DATE] and shall terminate on [DATE], unless otherwise extended by written agreement of the parties. This Agreement may be terminated with or without cause by either party upon ten (10) days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.
10. **COOPERATION BY CITY.** All public information, data, reports, records, and maps as are existing and available to City as public records, 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.** Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, 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 has 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, Consultant's principals, 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 immediately by written notice to the Consultant. 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.

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 one or more defendants is unable to pay its 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 as respects 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 its 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.

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 facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To City
Attention: [CONTACT INFORMATION]

To Consultant
Attention: [CONTACT INFORMATION]

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Exeter

Consultant

Jacob Johnson, Mayor
