EXETER CITY COUNCIL
REGULAR MEETING AGENDA

May 12, 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, May 12, 2026, at 6:00 p.m. in person at Exeter City Hall located at 137 N. F St. in Exeter California, 93221.

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

6:00 p.m.

A. CALL TO ORDER CLOSED SESSION

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS

Comments from the public are limited to items listed on the closed session matters (GC 54954.3a). Speakers will be allowed three (3) minutes. Please begin your comments by stating your name and providing your City of residence.

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

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

2. GC 54957(b)(1) – Public Employee Annual Performance Evaluation
   Title: City Administrator
   Title: City Attorney

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

None.

I. CONSENT CALENDAR

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

1. Approval of April 28, 2026, Regular Meeting Minutes (pp. 5 – 9)
2. Approval of the Payment of Bills for April 24, 2026, and May 1, 2026 (pp. 10 – 20)
3. Approval of Payroll for the Period of April 6, 2026, through April 19, 2026 (pp. 21 – 28)
4. Authorize the Purchase of a New Dewatering Screw Press and Installation at the Wastewater Treatment Plant (pp. 29 – 35)
5. Ratify the Emergency Repair of the City's Vactor Truck in an Amount of $15,490.93, plus a 10% Contingency, for a Total Not-to-Exceed Amount of $17,040.00 and Authorize the Use of Wastewater Capital Improvement Plan (CIP) Funds (pp. 36 – 39)
6. Approve the Issuance of Permits to four (4) Applicants—Exeter Union High School Music Boosters, Exeter Outdoors Association, Exeter Wrestling Boosters, and The Bridge Church—for the Sale of Safe and Sane Fireworks, Contingent Upon Compliance with all Required Booth Clearances, Documentation, Storage Requirements, and Applicable City, County, and State Regulations (pp. 40 – 67)
7. Adoption of **Resolution No. 2026-16**, Ordering November 3, 2026, General Municipal Election; A Resolution of the City Council of the City of Exeter, Requesting Consolidation with the Statewide General Election; and Requesting the Tulare County Registrar of Voters to Provide Election Services (pp. 68 – 77)

8. Authorize the City Administrator to Sign an Engagement Letter with Rogers, Anderson, Malody & Scott LLP Certified Public Accountants for Audit Services (pp. 78 – 96)
9. Authorize Staff to Release a Request for Proposals (RFP) for Wastewater and Drinking Water System Chief Operator Services (pp. 97 – 135)

J. INDIVIDUAL BUSINESS ITEMS

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

1. Public Hearing to Consider Adoption of **Resolution No. 2026-15**, A Resolution of the City Council of the City of Exeter, Approving the City of Exeter's Fiscal Year 2026/27 List of Projects Funded by SB 1: The Road Repair and Accountability Act (pp. 136 – 140)
   Presented by Zachary Boudreaux, Public Works Director

2. Consider Appointments to Fill Vacancies on the Measure P Oversight Committee and Provide Direction Regarding Committee Membership Eligibility (pp. 141 – 159)
   Presented by Francesca Quintana, City Clerk/Human Resources Manager

3. Consider Authorizing Staff to Proceed with the Well 12 Rehabilitation Project, Including Pump and Motor Replacement, and Authorize a Sole Source Procurement through Kaweah Pump (pp. 160 – 162)
   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 May 8, 2026, and online on the City of Exeter website.

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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.

EXETER CITY COUNCIL
REGULAR MEETING AGENDA
ACTION MINUTES

April 28, 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, April 28, 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 549.56.9(d)(4) – Conference with Legal Counsel
   Re Potential Initiation of Litigation

2. GC 54956.9(d)(1) – Conference with Legal Counsel
   Re Existing Litigation
   City of Exeter v. Bumgarner, Tulare County Superior Court No. VCU323368
   City of Exeter v. Clark, et al., Tulare County Superior Court No. VCU292152

3. GC 54956.9(d)(2) – Conference with Legal Counsel
   Re Significant Exposure to Litigation – One (1) Case facts not known to potential plaintiff(s)

4. GC 54956.9 – Consideration of Liability Claims
   Claimant: Rosalinda Ruiz
   Claimed Against: City of Exeter

5. GC 54957(b)(1) – Public Employee Annual Performance Evaluation
   Title: City Administrator
   Title: City Attorney

7:00 p.m.

D. CALL TO ORDER REGULAR SESSION

Mayor Johnson called the regular session to order at 07:05 p.m. City Attorney reported for the record that action was taken on item C.4. to reject the claim from Rosalina Ruiz.

E. INVOCATION

Led by Mayor Johnson.

F. PLEDGE OF ALLEGIANCE

Led by Council Member Alves.

G. PUBLIC COMMENT

Erica Pine and Lorie Rhinebeck, representing Exeter Cemeteries, addressed the Council in support of Measure O.

Tricia Kirskey, Christa Costa, Sienna Guerrero, and Brent Baker presented a donation check to the City on behalf of proceeds raised during the City Yard Sale for the Recreation Department Scholarships.

Beth Gutherman, representing the Friends of Exeter Residential Dogs club, spoke about the club and their desire to collaborate with the City.

Alma Romero, representing Self-Help Enterprises, introduced herself and expressed appreciation to the City Administrator and Public Works Director for working with her on the Tooleville Project.

William Stimple addressed the Council regarding the newly adopted eligibility criteria for the Measure P Citizens Oversight Committee. He noted that, as current Chairman, he would no longer qualify under the current criteria.

H. SPECIAL PRESENTATIONS

1. Tulare County Fire Department Update
   Presented by Chief Charlie Norman, Tulare County Fire Chief

   Chief Norman provided an update for the Council and Members of the public.

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 April 14, 2026, Regular Meeting Minutes (pp. 5 – 10)
2. Approval of the Payment of Bills for April 17, 2026 (pp. 11 – 17)
3. Approval of Payroll for the Period of March 22, 2026, through April 5, 2026 (pp. 18 – 25)
4. Approval of a Street Closure of E Street between East Cedar Street and Clarence Avenue on May 16, 2026, from 4:00 p.m. to 7:00 p.m. for a Private Fundraising Event hosted by the Center for Art, Culture, and History Exeter (CACHE), and Approval of a Street Closure Fee Waiver, Subject to Conditions of Approval (pp. 26 – 31)
5. Schedule a Special joint City Council Meeting with the Exeter Unified School District Board of Trustees on May 6, 2026 (pp. 32 – 33)
6. Adoption of **Resolution No. 2026-12**, A Resolution of the City Council of the City of Exeter, Approving the Filing of a Notice of Exemption Pursuant to the California Environmental Quality Act (CEQA) for the Exeter Test Well Drilling and Sampling #2 Project (pp. 34 – 38)
7. Receive and File the City Treasurer's Report for December 2025 (pp. 39 – 42)
8. Approval of a Request for the Exeter Kiwanis Club to Host a Special Event Celebrating 100 Years of the Exeter City Park Wading Pool and Dedication Wading Pool Improvements on June 7, 2026, and Approval of a Special Event Fee Waiver (pp. 43 – 47)
9. Approval of a Special Event and Facility Use Request by the Exeter Golf Course for a Golf Cart Parade on July 4, 2026, and Approval of a Special Event Fee Waiver (pp. 48 – 52)
10. Approval of a Special Event and Facility Use for the E250 Community Celebration Festivities at City Park on July 4, 2026, and Approval of a Special Event Fee Waiver (pp. 53 – 57)
11. Approval of the Selection of American Emergency Products (AEP) for Police Vehicle Outfitting Services and Authorize the City Administrator or their Designee to Execute all Necessary Documents (pp. 58 – 102)

Council Member Riddle abstained from voting on Items I.4, I.8, and I.10 due to a conflict of interest.

Approval of Consent Calendar Items I.1 through I.11, with Council Member Riddle abstaining from Items I.4, I.8, and I.10 due to a conflict of interest.							
1st	2nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	ALVES	(4-0) Riddle abstained on Items I.4, I.8, and I.10)	AYE	AYE	AYE	ABSTAIN (I.4, I.8, I.10)	AYE

J. INDIVIDUAL BUSINESS ITEMS

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

1. Consideration of Proposed Active Transportation Project on South E Street and Approval of **Resolution No. 2026-13**, A Resolution of the City Council of the City of Exeter, Authorizing the City Administrator to Utilize up to $2,000,000 in Measure R Transit/Bike/Environmental Mitigation Funds Programmed to the City of Exeter for the E Street Active Transportation and ADA Improvements Project and Authorizing the City Engineer to Commence Design of the Project (pp. 103 – 109)
   Presented by Javier Andrade, City Engineer

   Council Member Riddle recused herself from the item due to a conflict of interest. Riddle stepped down from the dais, and did not take part in the discussion or vote of this item.

   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 presented.

Approval of Resolution No. 2026-13, A Resolution of the City Council of the City of Exeter, Authorizing the City Administrator to Utilize up to $2,000,000 in Measure R Transit/Bike/Environmental Mitigation Funds Programmed to the City of Exeter for the E Street Active Transportation and ADA Improvements Project and Authorizing the City Engineer to Commence Design of the Project							
1st	2nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	JOHNSON	(4-0)	AYE	AYE	AYE	ABSTAIN	AYE

   Council Member Riddle resumed her seat at the dais after the conclusion of this item.

2. Consider Adoption of **Resolution No. 2026-14**, A Resolution of the City Council of the City of Exeter, Appointing a CalPERS Retired Annuitant to Serve as a Records Clerk on a Temporary Basis (pp. 110 – 121)
   Presented by Francesca Quintana, City Clerk/Human Resources Manager

   City Clerk/Human Resources Manager provided a report for the Council and members of the public.

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

Adoption of Resolution No. 2026-14, A Resolution of the City Council of the City of Exeter, Appointing a CalPERS Retired Annuitant to Serve as a Records Clerk on a Temporary Basis.							
1st	2nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	LENTZ	(5-0)	AYE	AYE	AYE	AYE	AYE

K. CITY COUNCIL ITEMS OF INTEREST

Council Member Alves complimented Public Works staff for their hard work and expressed appreciation for the Police Department vehicle decals.

Mayor Pro Tem Wilson complimented the progress at Blossom Estates, noting significant improvements. He also announced the upcoming renaming of the Dog Park ceremony scheduled for the following day. Mayor Pro Tem Wilson further complimented the Main Street banners, noted he was unable to attend the Tooleville Water meeting, and recognized the recent hiring of three new Public Works employees, stating their work is being noticed by the community.

Council Member Riddle thanked the City Engineer for community engagement efforts and complimented the Public Works Parks Maintenance Crew. She shared that Mr. Andrade had applied for an ATP Grant, provided updates regarding TCAG Measure R, and provided an update regarding TCRTA activities. Council Member Riddle thanked the Council for approving the E Street project and noted the Merchant team was pleased with the E250 efforts. She also announced the first parade scheduled for July 4 and stated the Kiwanis Pool is scheduled to open on June 7. Council Member Riddle further announced a meet-and-greet event for Mrs. Schroth at Hometown Emporium.

Council Member Lentz expressed concerns regarding the use of electric bicycles and golf carts in City parks.

Mayor Johnson requested that the photographs displayed at City Hall be updated, including portraits of the last three Mayors.

L. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

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

M. REGULAR MEETING ADJOURNMENT

Mayor adjourned the meeting at 8:24 p.m.

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Francesca Quintana, City Clerk

Agenda Item Staff Report

Agenda Item Number:	I.2.

For action by:
☒City Council

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

Review:
City Administrator
(Initials Required)

J.R

Meeting Date:
May 12, 2026

Wording for Agenda:
Approval of the Payment of Bills for April 24, 2026, and May 1, 2026.

Submitting Department:
Administration

Contact Name:
Jason Ridenour, City Administrator

Department Recommendation:
Staff recommends that the City Council approve the payment of bills in the following amount.

- $42,624.35 dated April 24, 2026.
- $389, 979.20 dated May 1, 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: $432,603.55 dated April 24, 2026, and May 1, 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 April 24, 2026.
- Payments for Publication Report dated May 1, 2026.

Recommended motion to be made by the City Council:

I move to approve the payment of bills in the amount of $432,603.55 dated April 24, 2026, and May 1, 2026.

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AVENU FINANCIAL SYSTEM                                          CITY OF EXETER
04/24/2026  16:11:51      Payments for Publication      GL050S-V08.23 COVERPAGE
                                                        GL335R


Report Selection:

 Run Group... 042426      Comment... CHECK RUN 04/24/2026

 Approval Date for Report........... 04 24 2026

 Payments Through Date.............. 04 24 2026

 Cutoff Amount to be Used........... 0000000

 RUN GROUP...  042426   COMMENT...  CHECK RUN 04/24/2026

 DATA-JE-ID     DATA COMMENT
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 D-04242026-941 CHECK RUN 04/24/2026


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AVENU FINANCIAL SYSTEM CITY OF EXETER
4/24/2026 16:11:51 Payments for Publication GL335R-V08.23 PAGE

Approved on 4/24/2026 for Payments Through 4/24/2026

Vendor Name	Description	Amount
AXON ENTERPRISE, INC.	PD CAMERA EQUIPMENT	42,624.35
**	Final Totals...	42,624.35

TOTAL NUMBER OF RECORDS PRINTED 3

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	42,624.35
TOTAL ALL FUNDS		42,624.35

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	42,624.35
TOTAL ALL BANKS		42,624.35

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AVENU FINANCIAL SYSTEM                                          CITY OF EXETER
04/30/2026  14:40:57      Payments for Publication      GL050S-V08.23 COVERPAGE
                                                        GL335R


Report Selection:

 Run Group... 050126      Comment... CHECK RUN 05/01/2026

 Approval Date for Report........... 05 01 2026

 Payments Through Date.............. 05 01 2026

 Cutoff Amount to be Used........... 0000000

 RUN GROUP...  050126   COMMENT...  CHECK RUN 05/01/2026

 DATA-JE-ID     DATA COMMENT
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Approved on 5/01/2026 for Payments Through 5/01/2026

Vendor Name	Description	Amount
ADVENTIST HEALTH TULARE	MAR LAB FEES	930.00
AFLAC	MAR 2026 AFLAC	3,065.38
AUTOZONE INC	2022 DODGE-REMANUFACTURE	192.61
BELK/ KATELYN E	UB REFUND DEPOSIT	26.33
BENTON/ EMILY	TBALL REFUND- ELEANOR	65.00
BLUE SHIELD OF CALIFORNIA	5/1/26-5/31/26	37,459.26
BOSWELL/ KAYCEE	TBALL REFUND- INDIE	65.00
BROWN/ ELLEN	TBALL REFUND- SUTTON	65.00
BSN SPORTS LLC	ASA SOFTBALLS	628.92
BURTON'S FIRE INC.	E11-PWR SHFT & CNTRL KIT	93.95
BUZZ KILL PEST CONTROL	MAR 1907 W MEYER PEST CO	238.00
C.L.E.A.	MAY 2026 LT DISABILITY	160.00
CALIFORNIA BUSINESS MACHINES	CH B- TONER	16.50
CHAVEZ/ BIANCA	BASKETBALL REFUND- MIA	65.00
CHAVEZ/ PILAR	BASKETBALL REFUND-ANNALY	65.00
CITY OF EXETER	3/18-4/18/26 PP 2	2,033.15
CITY OF VISALIA	MAY 2026 ANIMAL SERVICES	16,706.73
CIVICA LAW GROUP, APC	NOV 528 D ST CODE ENFORC	4,376.81
COUNTY OF TULARE	MAR MAIL MONTHLY BILL	8,414.12
CRAWFORD/ AUDREY	TBALL REFUND-COOPER/BOZE	130.00
DAILY/ ALLYSON	TBALL REFUND- DEEGAN	65.00
DEPT OF JUSTICE	JAN FINGERPRINTS-REC	735.00
EWING IRRIGATION PRODUCTS INC	3/4 X 4 RISER EXT CUTOFF	270.23
EXETER IRRIGATION & SUPPLY	FLANGE GASKET-WELL 11	9.64
EXETER MERCANTILE CO.	TANK SPRAYER ORTHO	240.54
EXETER PLUMBING CO.	45 HAZARD ASSESMENT	2,475.00
FIRST CHOICE AUTO BODY & PAINT	E02-PAINT/BODY LABOR	1,800.00
FLORES/ BRENDAN	BASKETBALL REFUND-AVORY	65.00
FLORES/ JOANNA	BASKETBALL REFUND-NEVAEH	65.00
FLORES/ MICAELA	BASKETBALL REFUND-OLIVIA	65.00
FRONTIER CALIFORNIA INC.	5139-4/14/26-5/13/26	1,106.18
FUSION CONNECT, INC	0966-4/18-5/17/26	487.04
GARDNER/ BECKY	BASKETBALL REFUND-ELSIE	65.00
GLOCK INC	RECOIL SPRING/ MAGAZINE	764.73
GOVERNMENT REVENUE SOLUTIONS	MAR 2026 APP HOSTING	3,564.77
GREEN BOX RENTALS INC	4/15/26-5/14/26 STRG	228.38
GREENE/ LOUISE	BASKETBALL REFUND-OLIVIA	65.00
HERR PEDERSEN & BERGLUND, LLP	MAR 26 PERSONNEL MATTERS	460.00
HIGH SIERRA LUMBER CO.	94 LB PLASTIC CEMENT	58.22
HILLIARD/ ZANDRIA MARIA	UB REFUND DEPOSIT	131.09
HILVERS/ RYLIE	TBALL REFUND- ELLA	65.00
HUERTA/ CATRINA	BASKETBALL REFUND-ALYZA	65.00
IBARRA/ OSCAR	BASKETBALL REFUND-KHLOE	65.00
JACK GRIGGS INC	PROPANE DISPENSER	304.37
KEY EVIDENCE LOCK & SAFE, INC.	12 PADLOCK-DOBSON	286.96
KITTINGER/ SARAH	TBALL REFUND-BEXLEY	65.00
KYLE/ AMANDA	TBALL REFUND-RHETTLEIGH	65.00
LANG/ NOAH	UB REFUND DEPOSIT	142.85

AVENU FINANCIAL SYSTEM CITY OF EXETER
4/30/2026 14:40:57 Payments for Publication GL335R-V08.23 PAGE

Approved on 5/01/2026 for Payments Through 5/01/2026

Vendor Name	Description	Amount
LAWRENCE TRACTOR CO	MOWER BLADE	88.05
LEDBETTER/ ROCHELLE	BASKETBALL REFUND-MILLIA	65.00
LEIST AND ASSOCIATES	CONFIDENTIAL INVESTIGATI	9,172.90
LETSON/ BLAKE	BASKETBALL REFUND-WEDNES	65.00
LIEBERT CASSIDY WHITMORE	SPECIAL SERV-LABOR NEGOT	3,104.00
MAJOR LEAGUE PAINTING	PLAQUE-MIKE GERMAINE	3,132.00
MARTINEZ/ JANNA	BASKETBALL REFUND-JADE	65.00
MAY/ RHONDS	BASKETBALL REFUND- EMMY	65.00
MCCARTHY/ THOMAS E	UB REFUND DEPOSIT	43.36
MCCORMICK KABOT JENNER & LEW	JAN 26 CC MEETINGS	3,023.50
MID VALLEY DISPOSAL, LLC	APR 2026 MID VALLEY	122,405.39
MYERS/ DANIELLE	BASKETBALL REFUND-KENLEE	65.00
PACE SUPPLY CORP.	PILOT BIT SIMTAP FORD	306.35
PFEIFER/ ROBERT	UB REFUND DEPOSIT	4.03
POLLOCK/ WHITNEY	BASKETBALL REFUND-RAEGAN	65.00
PROFORCE	TRIJ RMR 3.25 RED DOT	5,852.67
QUAD KNOPF ENGINEERING	250008 25 GEN ENG SERVIC	5,035.18
QUEZADA/ ANA	BASKETBALL REFUND- KARI	65.00
ROGERS, ANDERSON, MALODY &	FY 24/25 AUDIT-MAR BILL	9,760.00
SELF-HELP ENTERPRISES	MAR 76-CDBG/STBG AT 8.60	1,281.80
SIERRA RANGE CONSTRUCTION	PD BLDG REMODEL-APP 11	71,309.18
SIERRA SANITATION, INC	4/20-5/17/26 SCROTH PARK	1,639.01
SILVA/ TIFFANY	BASKETBALL REFUND-BROOKE	65.00
SOARES/ NATALIE	BASKETBALL REFUND-NORAH	65.00
SOUTHERN CALIFORNIA EDISON	9143-3/12/26-4/12/26	36,786.09
SOUTHERN CALIFORNIA GAS CO.	1600-3/27/26-4/27/26	668.10
STANDARD INSURANCE CO.	MAY 2026 LIFE INSURANCE	2,080.54
SUN BADGE COMPANY	TWO TONE/ SLIMLINE BADGE	837.42
T-MOBILE	PD 3/21/26-4/20/26 CELLP	1,625.05
TELSTAR INSTRUMENTS	LIFT STATION VFD	6,803.66
ULINE	SAFETY GLASSES/HEADGEAR	1,797.92
UNIVAR SOLUTIONS USA INC	APR SOD HYPO 1906 W MYER	5,273.51
VALLEY EXPETEC	MAY MONTHLY BILLING	8,029.42
VASQUEZ/ BLANCA	BASKETBALL REFUND-MELANI	60.00
VELETA/ BOBBY	BASKETBALL REFUND-ANGELI	65.00
VERIZON WIRELESS	PD-3/1/26-3/28/26	633.31

** Final Totals... 389,979.20

TOTAL NUMBER OF RECORDS PRINTED 261

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	127,175.29
105	WATER FUND	34,824.57
106	SANITATION FUND	124,995.03
107	SEWER FUND	31,810.06
109	GAS TAX FUND	390.00
111	CDBG REVOLVING FUND	653.60
113	TRANSPORTATION FUND	390.00
116	LOW/MODERATE HOUSING FUND	392.40
117	FTHB PROGRAM INCOME FUND	210.00
121	INSURANCE FUND	39,539.80
128	GRANTS	25.80
131	MEASURE R	390.00
137	COPS	2,261.13
140	LANDSCAPE AND LIGHTING DISTR	1,877.73
141	MEASURE P	25,043.79
TOTAL ALL FUNDS		389,979.20

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	389,979.20
TOTAL ALL BANKS		389,979.20

Agenda Item Staff Report

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

For action by:
☒City Council

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

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
May 12, 2026

Wording for Agenda:
Approval of Payroll for the Period of April 6, 2026, through April 19, 2026.

Submitting Department:
Administration

Contact Name:
Jason Ridenour, City Administrator

Department Recommendation:
Staff recommend that the City Council approve payroll for the period of April 6, 2026 to April 19, 2026, in the following amounts.

- $83,973.11 for April 6, 2026, through April 19, 2026, period with a check date of April 24, 2026.

Summary:
This item requests City Council approval of payroll expenditures incurred during the pay period of April 6, 2026, through April 19, 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: $83,973.11 (for April 6, 2026, through April 19, 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 April 6, 2026, through April 19, 2026.

Recommended motion to be made by the City Council:

I move to approve payroll for the period of April 6, 2026, through April 19, 2026 in the amount of $83,973.11.

PERIOD 2 DATING 4/06/2026- 4/19/2026 CHECK DATE 4/24/2026
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
1826	63.69	CA STATE DISBURSEMENT UN	2	1	VENDOR CHECK
1827	758.24	FRANCHISE TAX BOARD	8	1	VENDOR CHECK
1828	149.61	PATTISON/LESLIE ALDENE	781	1	

TOTALS FOR CHECK FORM: CHEK

NEGOTIABLE CHECKS		COUNTS
149.61	*EMPLOYEE CHECKS	1
821.93	*VENDOR CHECKS	2
0.00	*BANK CHECKS	0
971.54	**TOTAL NEGOTIABLE CHECKS	3
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
971.54	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS		
0.00	*DIRECT DEPOSIT STUBS	0
0.00	*VENDOR DIR DEP STUBS	0

PERIOD 2 DATING 4/06/2026- 4/19/2026 CHECK DATE 4/24/2026
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
54804	195.00	CLOCEA	4	1	VENDOR STUB ONLY
54805	308.00	EXETER POLICE OFFICER AS	3	1	VENDOR STUB ONLY
54806	192.94	EXETER POLICE OFFICER AS	3A	1	VENDOR STUB ONLY
54807	2,250.82	ARIAS/CHRISTINA	730	1	STUB ONLY
54808	2,819.91	QUINTANA FRANCESCA N	742	1	STUB ONLY
54809	4,709.32	RIDENOUR/JASON CHARLES	763	1	STUB ONLY
54810	1,488.70	CARTER/AMY JO	502	1	STUB ONLY
54811	14.88	FRANCO/EEKHONG	304	2	STUB ONLY
54812	698.28	HERNANDEZ/XOCHITL	306	1	STUB ONLY
54813	1,923.40	MILLER/CATHEY RENE	734	1	STUB ONLY
54814	1,488.11	RAMOS LEON/YOSENIA	776	1	STUB ONLY
54815	1,996.64	TOBIAS/ANTHONY JORDAN	746	1	STUB ONLY
54816	787.98	VEGA/ASHLEY MAKAYLA	753	1	STUB ONLY
54817	1,704.21	BROWN/ANDREW EUGENE	762	1	STUB ONLY
54818	2,597.01	BRYANT/EZRA JOSEPH	752	1	STUB ONLY
54819	1,710.73	CARRETERO/VANESSA	402	1	STUB ONLY
54820	2,366.94	GREEN GROVE/BRAYDEN TAY	767	1	STUB ONLY
54821	3,366.25	HEINKS/RYAN DAVID	765	1	STUB ONLY
54822	1,662.90	HERNANDEZ/ANDY	780	1	STUB ONLY
54823	1,322.11	HILL/HANNAH GRACE	747	1	STUB ONLY
54824	1,783.94	LINARES/FRANCISCO JR	772	1	STUB ONLY
54825	1,769.88	MAGANA MARTINEZ JOEL	773	1	STUB ONLY
54826	3,449.46	MOORE/ROBERT HARRY	764	1	STUB ONLY
54827	1,905.12	MORALES/SKYLEENA ROSE	779	1	STUB ONLY
54828	2,046.01	PRIDEAUX/TRACI	448	1	STUB ONLY
54829	4,363.36	SCHIMPF/ROBERT BRIAN	766	1	STUB ONLY
54830	2,192.48	SHIELDS/ZION	708	1	STUB ONLY
54831	2,207.60	VILLARREAL/ISIDRO	707	1	STUB ONLY
54832	1,758.23	ALDRIDGE/GARY	618	1	STUB ONLY
54833	3,710.76	BOUDREAUX/ZACHARY MICHA	756	1	STUB ONLY
54834	250.30	GOLDSTROM/NORMAN	629	1	STUB ONLY
54835	1,845.52	HUGGINS/KYLE AARON	621	1	STUB ONLY
54836	2,512.36	MILLAN/MARCUS	622	1	STUB ONLY
54837	1,030.31	WENDT/EDDIE	626	1	STUB ONLY
54838	1,782.89	GARVER/ELIJAH	712	1	STUB ONLY
54839	1,808.88	ARROYO/MARIE	623	1	STUB ONLY
54840	1,533.56	QUIROZ/PATRICK P	512	1	STUB ONLY
54841	2,684.74	RAMIREZ/GABRIEL GRACILI	761	1	STUB ONLY
54842	1,901.11	RAMIREZ/JUAN	608	1	STUB ONLY
54843	1,360.77	RIVERA/RYAN	733	1	STUB ONLY
54844	2,955.87	HIFNER/CHRISTOPHER	736	1	STUB ONLY
54845	576.82	RUBIO/IVAN	750	1	STUB ONLY
54846	1,315.68	CREECH/JACE W	777	1	STUB ONLY
54847	1,336.11	MCCOOL/JASPER JAX	785	1	STUB ONLY
54848	1,315.68	RANGEL/JOSE A	775	1	STUB ONLY

PERIOD 2 DATING 4/06/2026- 4/19/2026 CHECK DATE 4/24/2026
DIRECT DEPOSIT IS TURNED ON

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

TOTALS FOR CHECK FORM: STUB

NEGOTIABLE CHECKS		COUNTS
0.00	*EMPLOYEE CHECKS	0
0.00	*VENDOR CHECKS	0
0.00	*BANK CHECKS	0
0.00	**TOTAL NEGOTIABLE CHECKS	0
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
0.00	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS		
82,305.63	*DIRECT DEPOSIT STUBS	42
695.94	*VENDOR DIR DEP STUBS	3

PERIOD 2 DATING 4/06/2026- 4/19/2026 CHECK DATE 4/24/2026

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	65,666.02	47,203.76	47,054.15
1	105	7,928.29	13,889.85	13,889.85
1	106	.00	1,065.00	1,065.00
1	107	.00	9,618.88	9,618.88
1	121	.00	1,816.82	1,816.82
1	141	8,860.93	8,860.93	8,860.93

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 4/06/2026- 4/19/2026 CHECK DATE 4/24/2026

EMR CODE	FUND CODE	DEPT CODE		HOME TOTALS	FULL	PART	TEMP	FEMALE
					EMPLOYEE COUNTS			
1	104	402	ADMINISTRATION	9,780.05	3			2
1	104	403	FINANCE	8,397.99	5	1	1	5
1	104	421	POLICE	34,448.00	15			4
1	104	431	STREET	11,107.48	4	2		
1	104	471	RECREATION	1,932.50	1	1		1
1	105	461	WATER	7,928.29	4			1
1	141	405	CODE ENFORCEMENT	1,360.77	1			
1	141	421	POLICE	2,955.87	1			
1	141	471	RECREATION LEADER	576.82	1			
1	141	472	PARKS	3,967.47	3			
		TOTAL		82,455.24	38	4	1	13

PERIOD 2 DATING 4/06/2026- 4/19/2026 CHECK DATE 4/24/2026

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP

GRAND TOTALS

			COUNTS
NEGOTIABLE CHECKS			
	149.61	*EMPLOYEE CHECKS	1
	821.93	*VENDOR CHECKS	2
	0.00	*BANK CHECKS	0
	971.54	**TOTAL NEGOTIABLE CHECKS	3
OTHER CHECKS			
	0.00	*MANUAL CHECKS	0
	0.00	*CANCELLED CHECKS	0
	971.54	***GRAND TOTAL	
NON-NEGOTIABLE CHECKS			
	82,305.63	*DIRECT DEPOSIT STUBS	42
	695.94	*VENDOR DIR DEP STUBS	3
	83,001.57	**TOTAL NON-NEGOTIABLE CHECKS	45
NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS			
	149.61	*EMPLOYEE CHECKS	1
	821.93	*VENDOR CHECKS	2
	0.00	*BANK CHECKS	0
	82,305.63	*DIRECT DEPOSIT STUBS	42
	695.94	*VENDOR DIR DEP STUBS	3
	83,973.11	***TOTAL NEGOTIABLE & NON-NEGOT	48
	0.00	*OTHER CHECKS	0
	83,973.11	***TOTAL NEG, NON-NEG, OTHER CHECKS	
		TOTAL SEQ 1 FEMALES	13

Agenda Item Staff Report

Agenda Item Number: **I.4.**

For action by:
☒City Council

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

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
May 12, 2026

Wording for Agenda:
Authorize the Purchase of a New Dewatering Screw Press and Installation at the Wastewater Treatment Plant.

Submitting Department:
Public Works

Contact Name:
Zachary Boudreaux, Public Works Director

Department Recommendation:
Staff recommends the City Council authorize the purchase of a new Dewatering Screw Press and installation for a cost of $83,188.89 with a 10% contingency for a total project cost of $91,507.78

Summary:
The existing Dewatering press at the Wastewater Treatment Plant has reached the end of its operational service life and has experienced catastrophic mechanical failure. Replacement of the unit is necessary to maintain reliable biosolid processing operations, improve sludge cake solid concentration, reduce operational downtime, and ensure continued compliance with wastewater treatment operational and regulatory requirements.

Background:
The sludge dewatering Screw press is a critical component of the Wastewater Treatment Plant's solids handling process. The system mechanically separates water from waste activated sludge and biosolids generated during the treatment process, reducing sludge volume prior to hauling and disposal. Efficient dewatering operations directly affect plant performance, hauling frequency, disposal costs, polymer consumption, and overall operational efficiency.

The existing dewatering press has been in continuous operation for 26 years in harsh and corrosive wastewater treatment environment. The screw press typical average useful life is approximately ten years. Dewatering screw presses have Due to age and equipment

deterioration, the unit has experienced recurring mechanical and operational deficiencies including bearing wear, reduced solids capture efficiency, excessive vibration, hydraulic and drive component failures, inconsistent sludge cake dryness, and increased maintenance intervals. In addition, replacement parts and manufacturer support for the existing unit have become increasingly limited, resulting in extended repair times and increased risk of prolonged operational downtime.

The declining performance of the current equipment has negatively impacted sludge processing efficiency and operational reliability. Reduced dewatering effectiveness increases sludge volume and moisture content, resulting in additional hauling and disposal costs. The proposed system is designed to integrate with the City's existing sludge processing infrastructure and control systems.

The replacement dewatering system will incorporate modern control and automation features, improving operator monitoring and process adjustments while reducing manual operational demands. Installation of the new dewatering press will improve process stability, increase equipment reliability, reduce unplanned maintenance downtime, and support the Wastewater Treatment Plant's long-term operational sustainability and regulatory compliance

Currently while the dewatering screw press is out of operation, staff must remove the biosolids manually, causing increased risk of exposure to biohazardous materials, and consuming significant staff time.

Fiscal Impact:

- Total Cost for Purchase and Installation: $83,188.89 with a 10% contingency of $8,262.10 for a total project cost of $91,507.78.
- Funding Source: Wastewater CIP 107.441.080.044).

Prior City Council Actions:

No prior Council actions associated with this item.

Attachments:

- Quote from Warren & Berg

Recommended motion to be made by the City Council:

I move to authorize the purchase of a new Dewatering Screw Press and installation from Warren & Baerg Manufacturing Inc. for cost of $83,188.89 with a 10% contingency for a total project cost of $91,507.78.

Equipment Proposal

For EXETER, CITY OF

- New Dewatering Press
- Labor to Install Dewatering Press

May 7, 2026

Warren & Baerg Manufacturing, Inc.

39950 Road 108, Dinuba, California 93618 USA

Questions and Clarifications

Questions and Clarifications

You may contact the following person if you have any questions or require clarification on any topics covered in this Proposal:

Randy Baerg, President
Hector DeLeon, Production Supervisor
Carlos Alvarez, Engineer
Rosemary Budsman, Accounting
Mary Villarreal, General Project Coordinator
Voice: 559-591-6790
Email: info@warrenbaerg.com

Detailed Specifications

Warren & Baerg (W&B) is proposing:

1. New Dewatering Press
2. Labor to install new Dewatering Press
    a. Labor also includes On-Site Inspection of Used Dewatering Press and Labor to Remove Press for Inspection at Warren & Baerg Site

Note: Does not include electrician or installation of electrical

Equipment: Listing

PROJECT:

- **New Dewatering Press**
- **Labor for Removal of Used Dewatering Press, Inspection, and Installation of New Dewatering Press**

OPTION #1:
NEW DEWATERING PRESS **US $79,118.89***

Description of New Equipment:

- NEW Dewatering Press: Same Manufacturer as the Original Unit**
  - The new machine will be fabricated using the original shop drawings as the basis of the current design.
  - **EXCLUDES** Motor and Gear Drive
- All materials in contact with process will be fabricated from 316SS
- Remaining fabricated from 304SS
- 2" NPT Fittings installed at the wash and dewater stations.
- Each station is plumbed to the low end of the machine.
- A combined 4", Sch. 40 outlet, open ended for field fit as required
- Spray stations do not include any solenoid valves, piping or tubing that may be required for field installation.
- All surfaces to be mill finish.
- All welds to be as welded, heat stains removed.
- Exterior surfaces to be media blasted and clear coated.
- Controls, Motor and Gear Drive not included.

OPTION #2:
LABOR FOR INSTALLING NEW DEWATERING PRESS **US $ 4,070.00**

Warren & Baerg will provide the following Services:

- Labor for Removal of Dewatering Press
- Labor for Installation of New Dewatering Press

SELECT OPTIONS BELOW:

SELECT OPTION	DESCRIPTION OF OPTIONS	TOTAL*
	Option #1 – New Dewatering Press**	$ 72,753.00
	- Sales Tax on New Dewatering Press	$ 6,365.89
		$ 79,118.89*
	Option #2 – Labor for installing New Dewatering Press	$ 4,070.00
	GRAND TOTAL IF BOTH OPTIONS ARE SELECTED	$ 83,188.89*

Due to the instability of current markets, all pricing and delivery to be confirmed at time of order.
Includes Sales Tax

Warren & Baerg Manufacturing, Inc.
May 7, 2026

Production/Delivery/Installation Schedule

Your equipment order will take three to five (3-5) weeks for approval drawings. After receipt of written approval drawings, shipment will take approximately twelve to sixteen (12-16) weeks to complete for a total of fifteen to twenty one (15-21) weeks. The Production/Delivery Schedule will start from the date of receipt of purchase order as well as the deposit and approval of final layout drawings. Final shipment date will be determined at the time of the order. Expedited shipment may be available at an additional charge.

After receipt of the New Dewatering Press at W&B location, it will take approximately one to three (1-3) weeks to install the Dewatering Press as it depends on the availability of our technicians.

Terms of Payment

If Both Equipment and Labor Options are Selected payment terms are as follows:

50% - Deposit with Order
25% - Upon Approval Drawings
20% - Prior to Shipment
5% - NET 30

Prices and Proposal Acceptance

WE PROPOSE hereby to furnish material and labor, complete in accordance with above specifications, for the sum listed in the proposal.

Payments to be made in accordance with terms stated herein. Any sum not paid when due will bear interest at the rate of 10% per annum.

ALL Prices are NET and DO NOT include local, state, federal sales, use, or excise taxes or other similar taxes whether now in force or to be enforced later. In the event the transaction is subject to any such taxes, Warren & Baerg Manufacturing, Inc. will invoice you accordingly.

If Customer does not sign the Agreement below, your Verbal Authorization to Proceed with the Order, Deposit Payment, etc. will signify that the proposal is accepted in its entirety.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.	Authorized Signature: Randy Baerg NOTE: This proposal may be withdrawn by us if not accepted within: 45 days.
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event any action is required to enforce any of the terms of this agreement the prevailing party will be entitled to reasonable attorney fees in addition to any other remedies.	Signature:_____ Signature:_____ Date of Acceptance:_____

Agenda Item Staff Report

Agenda Item Number:	I.5.

For action by:
☒City Council

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

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
May 12, 2026

Wording for Agenda:
Ratify the Emergency Repair of the City's Vactor Truck in an Amount of $15,490.93, plus a 10% Contingency, for a Total Not-to-Exceed Amount of $17,040.00 and Authorize the Use of Wastewater Capital Improvement Plan (CIP) Funds.

Submitting Department:
Public Works

Contact Name:
Zachary Boudreaux, Director of Public Works

Department Recommendation:
Staff recommend that the City Council ratify the emergency repair of the City's Vactor truck in the amount of $15,490.93, including a 10% contingency, for a total not-to-exceed amount of $17,040.00, and authorize the use of Wastewater funds. These repairs were necessary to restore the vehicle to full operation and ensure continued delivery of essential wastewater and storm drain maintenance services.

Summary:
The City's Vactor truck experienced significant mechanical failure, rendering it inoperable and unable to support critical maintenance and emergency response operations. Due to the essential nature of this equipment, staff proceeded with repairs on an emergency basis, in accordance with the purchasing policy, in order to minimize service disruptions and restore operations as quickly as possible.

This item seeks City Council ratification of the emergency repairs and associated costs, including a contingency to address any additional issues identified during the repair process.

Background:
The Vactor truck is a critical asset used daily by the Public Works Department for:

- Sewer line cleaning

- Storm drain maintenance
- Emergency blockage response
- Preventative maintenance of the wastewater collection system

During routine operations, the vehicle sustained mechanical issues that resulted in a complete loss of functionality. This created an immediate risk to the City's ability to maintain its wastewater infrastructure and respond to urgent service needs.

Given the Vactor truck's role in protecting public health, preventing sewer backups, and maintaining system reliability, prompt repair was necessary. Any delay would have extended downtime, increased the risk of system failures, and reduced the Department's ability to respond to emergencies and perform scheduled maintenance.

Fiscal Impact:

- **Total Cost:** $17,040.00
- **Base Repair Cost:** $15,490.93
- **Contingency (10%):** Included
- **Funding Source:** Wastewater CIP (Account No. 107.441.080.044)
- **Budget Status:** Funds are available within the Sewer Line Maintenance program

Prior City Council Actions:

None associated with this action.

Attachments:

- Quote from Haaker Equipment
- Sole Source Memo

Recommended motion to be made by the City Council:

I move to ratify the emergency repair of the City's Vactor truck in the amount of $15,490.93, plus a 10% contingency, for a total not-to-exceed amount of $17,040.00 and authorize the use of Wastewater Account 107.441.080.044.

SERVICE ESTIMATE

5573 City of Exeter

ESTIMATE #:	EST8221
CUSTOMER PO:	
DATE:	4/29/2026
TERMS & EXPIRES :	Net 30 & 5/29/2026
ESTIMATE TOTAL:	15,490.93

BRANCH:

05 - Tulare
4490 South K St Tulare CA 93274 US
(559) 220-8897

BILL TO:

City of Exeter
E: ap@exetercityhall.com
United States

SHIP TO:

Exeter, City Of
350 W Firebaugh
Exeter CA 93221
United States

SERIAL NUMBER: 2202V20683	**CUSTOMER UNIT#:**	**VIN:** 14805
BRAND: Vactor	**MODEL YEAR:** 2021	**TYPE:** New
MODEL: Vactor 2112 PD	**MILES:** 6,530	**HOURS:** 276

OPERATION 1	DESCRIPTION	EXT. PRICE
001-General	001-General	9000.00

PARTS LIST	DESCRIPTION	QTY	UOM	PRICE	EXT. PRICE
45107MA	CYLINDER,HYD KIT	1	Ea	4,382.17	4382.17
AW46	HYDRAULIC FLUID	60	Ea	18.50	1110.00
1099061	HYD FILTER ELEMENT	1	Ea	176.50	176.50

COMPLAINT:

ESTIMATE SUBTOTAL LABOR				$9000.00
ESTIMATE SUBTOTAL PART				$5668.67
ESTIMATE SUBTOTAL OTHER CHARGES				$0.00
ESTIMATE SUBTOTAL TRAVEL				$0.00
ESTIMATE SUBTOTAL				$14668.67

CUSTOMER MEMO:

TOTAL LABOR:	9000.00
TOTAL PARTS:	5668.67
TOTAL OTHER CHARGES:	0.00
TOTAL SUBLET:	0.00
TOTAL TRAVEL:	0.00
TOTAL SHOP SUPPLIES:	300.00
ESTIMATE SUBTOTAL:	14,968.67
TAX TOTAL:	$522.26
ESTIMATE TOTAL:	15,490.93

Note: After tear down additional parts and labor may be required to complete this repair due to unforeseen issues.

Any sales tax shown is subject to change. Sales tax will be calculated and charged based on current rates for the location of the sale at time of invoice.

Marcus Millan, Operations Manager

350 W. Firebaugh – PO Box 237, Exeter, CA 93221
Ph. #559-592-3318 X 4003 Mmillan@exetercityhall.com

May 12, 2026

Re: Sole Source Memorandum for Haaker Equipment

Haaker Equipment is the sole authorized and qualified provider for repairs to the City's Vactor Truck. They have specialized diagnostic equipment, manufacturer knowledge, and access to OEM parts required to properly complete the repairs. Due to the need to return the equipment to service quickly and ensure repairs are completed to manufacturer standards, sole source procurement through Haaker Equipment

Given the above listed items, Staff recommends we sole source this to Haaker Equipment

Zachary Boudreaux
Director, Public Works

Agenda Item Staff Report

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

For action by:
☒City Council

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

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
May 12, 2026

Wording for Agenda:
Approve the Issuance of Permits to four (4) Applicants—Exeter Union High School Music Boosters, Exeter Outdoors Association, Exeter Wrestling Boosters, and The Bridge Church—for the Sale of Safe and Sane Fireworks, Contingent Upon Compliance with all Required Booth Clearances, Documentation, Storage Requirements, and Applicable City, County, and State Regulations.

Submitting Department:
Administration

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

Department Recommendation:
Staff recommends that the City Council approve the issuance of permits to the four (4) qualified applicants to sell Safe and Sane Fireworks.

Background & Summary:
On February 27, 2026, the City Clerk's Office released the pre-application for organizations interested in selling Safe and Sane Fireworks in accordance with Chapter 8.36 of the Exeter Municipal Code. A total of four (4) pre-applications were received by the established deadline.

Following the pre-application process, full application packets were distributed to eligible organizations on March 26, 2026. By the application deadline of April 30, 2026, four (4) complete applications were received. Based on the City's population, up to seven (7) permits may be issued; therefore, all applicants are eligible and no public drawing was required.

The following organizations submitted complete applications and meet the criteria for an "Eligible Organization" as defined by the Exeter Municipal Code:

Organization Name	Booth Location
Exeter Union High School Music Boosters	505 Rocky Hill Dr., Exeter, CA
Exeter Outdoors Association	324 N. Kaweah Ave., Exeter, CA
Exeter Wrestling Boosters	426 N. Kaweah Ave., Exeter, CA
The Bridge Church	1121 W. Visalia Rd., Exeter, CA

The proposed booth locations have been reviewed and conditionally approved, subject to required clearances and operational standards outlined in the Exeter Municipal Code. Permit holders will be required to comply with all applicable City regulations, as well as any County or State requirements in effect during the sales period.

Fiscal Impact:

Each applicant has paid the $166 permit fee.

Prior City Council Actions:

The City Council considers and approves Safe and Sane Firework permits on an annual basis. The City Council last approved permits for these four applicants on May 13, 2025.

Attachments:

- Submitted Applications
- 'Sale of Safe and Sane Fireworks' Ordinance

Recommended motion to be made by the City Council:

I move to approve the issuance of permits for the sale of Safe and Sane Fireworks to the four (4) listed organizations, contingent upon compliance with all required booth clearances, documentation, storage requirements, and applicable City, County, and State regulations.

CITY OF EXETER

APPLICATION FOR PERMIT FOR RETAIL SALE OF SAFE & SANE FIREWORKS Zachary Black

I/We, Exeter Music Boosters, Phone No. [redacted]

Hereby make application for a permit to sell, at retail, "Safe and Sane" fireworks in the location hereafter set forth:

Location: 505 Rocky Hill Dr.

Date and Time Stand to Open: June 28 5pm

(Note: This cannot be prior to June 28th at 12:00pm)

Permits to sell "Safe and Sane" fireworks shall be issued by the City, upon application therefor, only to eligible organizations and only after those organizations have met all the applicable requirements set forth in this section:

(a) Successful organizations, based on the annual drawing (drawing will only be held in the event the number of pre-application forms received by the City exceeds the maximum number of allowable permits), will be issued an application packet by the City at the end of the drawing, or may pick up an application packet form the City Clerk's Office at 100 N. C St in Exeter CA 93221 from 9 AM – 4 PM.

(b) Applications shall be signed by a bonafide officer of the eligible organization, wherein the officer, on behalf of the organization and its agents, agrees to abide by State law and Administrative Regulations and all the stipulations of the adopted City Ordinance and the permit if permission to operate a fireworks stand shall be granted to the organization.

(c) Completed applications shall be returned to City Hall no later than 4:00pm on the last regular business day in April of each year.

(d) All eligible organizations shall obtain and submit to the City as part of the completed application the following completed forms supplied by the City.

(1) The property owner's release form signed by the property owner authorizing applicant to erect a fireworks stand on the owner's property;
(2) The fireworks storage form indicating where the fireworks will be stored when not in the approved stand;
(3) The State Fire Marshal's retailer license to sell safe and sane fireworks;
(4) A copy of the temporary seller's permit issued by the State Board of Equalization; and Application for Permit to Sell "Safe and Sane" Fireworks
(5) The certificate of insurance required by adopted Ordinance.

(6) A site plan indicating location of stand and sea train distance to nearest building, ingress, egress, parking, etc.

(e) A permit to sell safe and sane fireworks will be issued only to those organizations that meet the following requirements:

(1) Non-profit organization or corporation with tax exempt status as defined by the State Franchise Tax Board Revenue Tax Code.
(2) The organization shall have its principal and permanent meeting place within the City of Exeter.
(3) The organization must have a certified membership of at least 20 members.
(4) The organization shall have been organized within the City of Exeter for a minimum of one year, continually, preceding the filing of the application for permit.

(f) When all the application requirements have been completed, <u>and the fireworks stand location has been approved</u>, the City shall authorize the erection of a fireworks stand. Each qualified organization shall pay to the City a permit fee as set forth by Resolution of the City Council. Each permit shall be for only one stand per eligible organization and shall be forwarded to the City for delivery as stated below.

(g) <u>Permits will be effective only when delivered by the Director of Public Works after his final inspection of the stand shows compliance with all requirements of the City of Exeter Fire Works Ordinance.</u>

The adequacy and suitability of fireworks stand locations shall be preapproved by the Director of Public Works. In no instance shall any fireworks stand be located on a street that is predominately residential in nature.

Prior to issuance of a permit, the eligible organization shall procure a Certificate of Insurance acceptable to the City. The certificate shall name the City, its officers, agents and employees as additional insured in the amount of no less than $1,000,000.00 combined bodily injury and property damage for each occurrence. The certificate must specify the time, location and dates covered by the policy. The certificate must be provided to the City no later than 4:30pm on the last regular business day of April of the subject year.

Any violation of this or other City ordinances, or the terms and conditions of the permit, or State Law or Administrative Regulation, or safety rules shall be grounds for immediate revocation of the permit. All officers, agents and employees of the eligible organization shall be responsible for compliance with all provisions of this ordinance.

Eligible organizations must comply with all requirements for fireworks permits and stands as specified by the following Application Procedure and Rules and Regulations:

SAFE AND SANE FIREWORKS SALES PERMIT
APPLICATION PROCEDURE

The City of Exeter is the regulatory agency responsible for the issuance of permits and for monitoring the sale of Safe and Sane Fireworks within the City of Exeter. This authority and supporting requirements are granted under the City of Exeter Municipal Code, Chapter 8.36 Sections 010 – 200 and all applicable State Health and Safety Codes.

The following information and forms package has been assembled to assist applicants through the process. *The application process can be greatly simplified by reading and complying with all instructions.* Incomplete applications may be rejected or delayed in processing.

I. GENERAL INFORMATION

1. The City of Exeter permits the sale of Safe and Sane Fireworks ONLY.
2. Safe and Sane Fireworks are allowed to be used only on private property.
3. The sale or use of illegal fireworks is strictly prohibited.
4. The number of sales stands is based on a formula of one stand per 1,500 residents of the City.
5. If the number of pre-applications exceeds the number of permits allowed, the City Administrator will supervise an impartial drawing to determine an order of priority for each stand.
6. The first day of sales of Safe and Sane Fireworks are allowed from 12:00pm (noon) on June 28th until 10:00 pm, and 9:00 am to 10:00 pm subsequent days thereafter until the last day of sales on July 4th.
7. The adequacy and suitability of fireworks stand locations shall be pre-approved by the Director of Public Works. In no instance shall any fireworks stand be located in an area that is primarily residential in nature.
8. All successful applicants may select a fireworks supplier of their choice.
9. No change of stand location will be permitted without prior approval of the Director of Public Works.
10. Fireworks will not be displayed or moved into the stands until the morning of the first day of allowed sales.
11. No pre-sales are allowed by State Law.

II. PREREQUISITES FOR ISSUANACE OF A PERMIT

A permit to sell Safe and Sane Fireworks will be issued only to those organizations that meet the following requirements:

1. Non-profit organization or corporation with a tax-exempt status as defined by the Franchise Tax Board.

2. The organization shall have its principal and permanent meeting place within the City of Exeter.
3. The organization must have a certified membership of at least 20 members.
4. The organization shall have been organized within the City of Exeter for a minimum of one year, continually, preceding the filing of the application for permit.

III. APPLICATION PRCEDURES

Items to be submitted with application

1. Complete an Application for Permit to sell Safe and Sane Fireworks.
2. File an official Certificate showing current tax-exempt status.
3. File a list of organization members.

IV. PERMIT ISSUANCE PROCEDURES

Must be completed prior to issuance of a Sales Permit.

1. Successful applicants will pay to the City of Exeter an amount to be established by City Council Resolution each year prior to Permit issuance. A refundable deposit will also be charged. Please allow 2-4 weeks for refund check.
2. File a map or plot plan showing the proposed location of the fireworks stand. Plan shall show the location of the stand in relation to other structures at the site, ingress and egress, parking, etc. Measurements shall be in feet.
3. A letter of permission for use of the site shall be included. The property owner of record or lessee shall sign said letter.
4. Applicant shall provide a copy of the State Fire Marshal Firework's License (retailer's license).

CITY OF EXETER

APPLICATION FOR PERMIT FOR RETAIL SALE OF SAFE & SANE FIREWORKS

I/We, Exeter Outdoors Association Inc, Phone No. [redacted]
Hereby make application for a permit to sell, at retail, "Safe and Sane" fireworks in the location hereafter set forth:

Location: Exeter Veterans Memorial Building 324 N Kaweah, Exeter, CA 93221

Date and Time Stand to Open: June 28th at 12:00
(Note: This cannot be prior to June 28th at 12:00pm)

Permits to sell "Safe and Sane" fireworks shall be issued by the City, upon application therefor, only to eligible organizations and only after those organizations have met all the applicable requirements set forth in this section:

(a) Successful organizations, based on the annual drawing (drawing will only be held in the event the number of pre-application forms received by the City exceeds the maximum number of allowable permits), will be issued an application packet by the City at the end of the drawing, or may pick up an application packet form the City Clerk's Office at 100 N. C St in Exeter CA 93221 from 9 AM – 4 PM.

(b) Applications shall be signed by a bonafide officer of the eligible organization, wherein the officer, on behalf of the organization and its agents, agrees to abide by State law and Administrative Regulations and all the stipulations of the adopted City Ordinance and the permit if permission to operate a fireworks stand shall be granted to the organization.

(c) Completed applications shall be returned to City Hall no later than 4:00pm on the last regular business day in April of each year.

(d) All eligible organizations shall obtain and submit to the City as part of the completed application the following completed forms supplied by the City.

(1) The property owner's release form signed by the property owner authorizing applicant to erect a fireworks stand on the owner's property;
(2) The fireworks storage form indicating where the fireworks will be stored when not in the approved stand;
(3) The State Fire Marshal's retailer license to sell safe and sane fireworks;
(4) A copy of the temporary seller's permit issued by the State Board of Equalization; and Application for Permit to Sell "Safe and Sane" Fireworks
(5) The certificate of insurance required by adopted Ordinance.

(6) A site plan indicating location of stand and sea train distance to nearest building, ingress, egress, parking, etc.

(e) A permit to sell safe and sane fireworks will be issued only to those organizations that meet the following requirements:

(1) Non-profit organization or corporation with tax exempt status as defined by the State Franchise Tax Board Revenue Tax Code.
(2) The organization shall have its principal and permanent meeting place within the City of Exeter.
(3) The organization must have a certified membership of at least 20 members.
(4) The organization shall have been organized within the City of Exeter for a minimum of one year, continually, preceding the filing of the application for permit.

(f) When all the application requirements have been completed, <u>and the fireworks stand location has been approved</u>, the City shall authorize the erection of a fireworks stand. Each qualified organization shall pay to the City a permit fee as set forth by Resolution of the City Council. Each permit shall be for only one stand per eligible organization and shall be forwarded to the City for delivery as stated below.

(g) <u>Permits will be effective only when delivered by the Director of Public Works after his final inspection of the stand shows compliance with all requirements of the City of Exeter Fire Works Ordinance.</u>

The adequacy and suitability of fireworks stand locations shall be preapproved by the Director of Public Works. In no instance shall any fireworks stand be located on a street that is predominately residential in nature.

Prior to issuance of a permit, the eligible organization shall procure a Certificate of Insurance acceptable to the City. The certificate shall name the City, its officers, agents and employees as additional insured in the amount of no less than $1,000,000.00 combined bodily injury and property damage for each occurrence. The certificate must specify the time, location and dates covered by the policy. The certificate must be provided to the City no later than 4:30pm on the last regular business day of April of the subject year.

Any violation of this or other City ordinances, or the terms and conditions of the permit, or State Law or Administrative Regulation, or safety rules shall be grounds for immediate revocation of the permit. All officers, agents and employees of the eligible organization shall be responsible for compliance with all provisions of this ordinance.

Eligible organizations must comply with all requirements for fireworks permits and stands as specified by the following Application Procedure and Rules and Regulations:

SAFE AND SANE FIREWORKS SALES PERMIT
APPLICATION PROCEDURE

The City of Exeter is the regulatory agency responsible for the issuance of permits and for monitoring the sale of Safe and Sane Fireworks within the City of Exeter. This authority and supporting requirements are granted under the City of Exeter Municipal Code, Chapter 8.36 Sections 010 – 200 and all applicable State Health and Safety Codes.

The following information and forms package has been assembled to assist applicants through the process. *The application process can be greatly simplified by reading and complying with all instructions.* Incomplete applications may be rejected or delayed in processing.

I. GENERAL INFORMATION

1. The City of Exeter permits the sale of Safe and Sane Fireworks ONLY.
2. Safe and Sane Fireworks are allowed to be used only on private property.
3. The sale or use of illegal fireworks is strictly prohibited.
4. The number of sales stands is based on a formula of one stand per 1,500 residents of the City.
5. If the number of pre-applications exceeds the number of permits allowed, the City Administrator will supervise an impartial drawing to determine an order of priority for each stand.
6. The first day of sales of Safe and Sane Fireworks are allowed from 12:00pm (noon) on June 28th until 10:00 pm, and 9:00 am to 10:00 pm subsequent days thereafter until the last day of sales on July 4th.
7. The adequacy and suitability of fireworks stand locations shall be pre-approved by the Director of Public Works. In no instance shall any fireworks stand be located in an area that is primarily residential in nature.
8. All successful applicants may select a fireworks supplier of their choice.
9. No change of stand location will be permitted without prior approval of the Director of Public Works.
10. Fireworks will not be displayed or moved into the stands until the morning of the first day of allowed sales.
11. No pre-sales are allowed by State Law.

II. PREREQUISITES FOR ISSUANACE OF A PERMIT

A permit to sell Safe and Sane Fireworks will be issued only to those organizations that meet the following requirements:

1. Non-profit organization or corporation with a tax-exempt status as defined by the Franchise Tax Board.

2. The organization shall have its principal and permanent meeting place within the City of Exeter.
3. The organization must have a certified membership of at least 20 members.
4. The organization shall have been organized within the City of Exeter for a minimum of one year, continually, preceding the filing of the application for permit.

III. APPLICATION PRCEDURES

Items to be submitted with application

1. Complete an Application for Permit to sell Safe and Sane Fireworks.
2. File an official Certificate showing current tax-exempt status.
3. File a list of organization members.

IV. PERMIT ISSUANCE PROCEDURES

Must be completed prior to issuance of a Sales Permit.

1. Successful applicants will pay to the City of Exeter an amount to be established by City Council Resolution each year prior to Permit issuance. A refundable deposit will also be charged. Please allow 2-4 weeks for refund check.
2. File a map or plot plan showing the proposed location of the fireworks stand. Plan shall show the location of the stand in relation to other structures at the site, ingress and egress, parking, etc. Measurements shall be in feet.
3. A letter of permission for use of the site shall be included. The property owner of record or lessee shall sign said letter.
4. Applicant shall provide a copy of the State Fire Marshal Firework's License (retailer's license).

CITY OF EXETER

APPLICATION FOR PERMIT FOR RETAIL SALE OF SAFE & SANE FIREWORKS

I/We, Exeter Wrestling Boosters, Phone No. [redacted]
Hereby make application for a permit to sell, at retail, "Safe and Sane" fireworks in the location hereafter set forth:

Location: 426 N. Kaweah Ave

Date and Time Stand to Open: 6/29/26 @ 12pm
(Note: This cannot be prior to June 28th at 12:00pm)

Permits to sell "Safe and Sane" fireworks shall be issued by the City, upon application therefor, only to eligible organizations and only after those organizations have met all the applicable requirements set forth in this section:

(a) Successful organizations, based on the annual drawing (drawing will only be held in the event the number of pre-application forms received by the City exceeds the maximum number of allowable permits), will be issued an application packet by the City at the end of the drawing, or may pick up an application packet form the City Clerk's Office at 100 N. C St in Exeter CA 93221 from 9 AM – 4 PM.

(b) Applications shall be signed by a bonafide officer of the eligible organization, wherein the officer, on behalf of the organization and its agents, agrees to abide by State law and Administrative Regulations and all the stipulations of the adopted City Ordinance and the permit if permission to operate a fireworks stand shall be granted to the organization.

(c) Completed applications shall be returned to City Hall no <u>later than 4:00pm on the last regular business day in April</u> of each year.

(d) All eligible organizations shall obtain and submit to the City as part of the completed application the following completed forms supplied by the City.

(1) The property owner's release form signed by the property owner authorizing applicant to erect a fireworks stand on the owner's property;
(2) The fireworks storage form indicating where the fireworks will be stored when not in the approved stand;
(3) The State Fire Marshal's retailer license to sell safe and sane fireworks;
(4) A copy of the temporary seller's permit issued by the State Board of Equalization; and Application for Permit to Sell "Safe and Sane" Fireworks
(5) The certificate of insurance required by adopted Ordinance

(6) A site plan indicating location of stand and sea train distance to nearest building, ingress, egress, parking, etc.

(e) A permit to sell safe and sane fireworks will be issued only to those organizations that meet the following requirements:

(1) Non-profit organization or corporation with tax exempt status as defined by the State Franchise Tax Board Revenue Tax Code.
(2) The organization shall have its principal and permanent meeting place within the City of Exeter.
(3) The organization must have a certified membership of at least 20 members.
(4) The organization shall have been organized within the City of Exeter for a minimum of one year, continually, preceding the filing of the application for permit.

(f) When all the application requirements have been completed, <u>and the fireworks stand location has been approved</u>, the City shall authorize the erection of a fireworks stand. Each qualified organization shall pay to the City a permit fee as set forth by Resolution of the City Council. Each permit shall be for only one stand per eligible organization and shall be forwarded to the City for delivery as stated below.

(g) <u>Permits will be effective only when delivered by the Director of Public Works after his final inspection of the stand shows compliance with all requirements of the City of Exeter Fire Works Ordinance.</u>

The adequacy and suitability of fireworks stand locations shall be preapproved by the Director of Public Works. In no instance shall any fireworks stand be located on a street that is predominately residential in nature.

Prior to issuance of a permit, the eligible organization shall procure a Certificate of Insurance acceptable to the City. The certificate shall name the City, its officers, agents and employees as additional insured in the amount of no less than $1,000,000.00 combined bodily injury and property damage for each occurrence. The certificate must specify the time, location and dates covered by the policy. The certificate must be provided to the City no later than 4:30pm on the last regular business day of April of the subject year.

Any violation of this or other City ordinances, or the terms and conditions of the permit, or State Law or Administrative Regulation, or safety rules shall be grounds for immediate revocation of the permit. All officers, agents and employees of the eligible organization shall be responsible for compliance with all provisions of this ordinance.

Eligible organizations must comply with all requirements for fireworks permits and stands as specified by the following Application Procedure and Rules and Regulations:

SAFE AND SANE FIREWORKS SALES PERMIT
APPLICATION PROCEDURE

The City of Exeter is the regulatory agency responsible for the issuance of permits and for monitoring the sale of Safe and Sane Fireworks within the City of Exeter. This authority and supporting requirements are granted under the City of Exeter Municipal Code, Chapter 8.36 Sections 010 – 200 and all applicable State Health and Safety Codes.

The following information and forms package has been assembled to assist applicants through the process. *The application process can be greatly simplified by reading and complying with all instructions.* Incomplete applications may be rejected or delayed in processing.

I. GENERAL INFORMATION

1. The City of Exeter permits the sale of Safe and Sane Fireworks ONLY.
2. Safe and Sane Fireworks are allowed to be used only on private property.
3. The sale or use of illegal fireworks is strictly prohibited.
4. The number of sales stands is based on a formula of one stand per 1,500 residents of the City.
5. If the number of pre-applications exceeds the number of permits allowed, the City Administrator will supervise an impartial drawing to determine an order of priority for each stand.
6. The first day of sales of Safe and Sane Fireworks are allowed from 12:00pm (noon) on June 28th until 10:00 pm, and 9:00 am to 10:00 pm subsequent days thereafter until the last day of sales on July 4th.
7. The adequacy and suitability of fireworks stand locations shall be pre-approved by the Director of Public Works. In no instance shall any fireworks stand be located in an area that is primarily residential in nature.
8. All successful applicants may select a fireworks supplier of their choice.
9. No change of stand location will be permitted without prior approval of the Director of Public Works.
10. Fireworks will not be displayed or moved into the stands until the morning of the first day of allowed sales.
11. No pre-sales are allowed by State Law.

II. PREREQUISITES FOR ISSUANACE OF A PERMIT

A permit to sell Safe and Sane Fireworks will be issued only to those organizations that meet the following requirements:

1. Non-profit organization or corporation with a tax-exempt status as defined by the Franchise Tax Board.

2. The organization shall have its principal and permanent meeting place within the City of Exeter.
3. The organization must have a certified membership of at least 20 members.
4. The organization shall have been organized within the City of Exeter for a minimum of one year, continually, preceding the filing of the application for permit.

III. APPLICATION PRCEDURES

Items to be submitted with application

1. Complete an Application for Permit to sell Safe and Sane Fireworks.
2. File an official Certificate showing current tax-exempt status.
3. File a list of organization members.

IV. PERMIT ISSUANCE PROCEDURES

Must be completed prior to issuance of a Sales Permit.

1. Successful applicants will pay to the City of Exeter an amount to be established by City Council Resolution each year prior to Permit issuance. A refundable deposit will also be charged. Please allow 2-4 weeks for refund check.
2. File a map or plot plan showing the proposed location of the fireworks stand. Plan shall show the location of the stand in relation to other structures at the site, ingress and egress, parking, etc. Measurements shall be in feet.
3. A letter of permission for use of the site shall be included. The property owner of record or lessee shall sign said letter.
4. Applicant shall provide a copy of the State Fire Marshal Firework's License (retailer's license).

CITY OF EXETER

APPLICATION FOR PERMIT FOR RETAIL SALE OF SAFE & SANE FIREWORKS

I/We, KENNY POWELL, Phone No. 559 901 7999
Hereby make application for a permit to sell, at retail, "Safe and Sane" fireworks in the location hereafter set forth:

Location: SAVE MART PARKING LOT 1121 W. VISALIA RD., EXETER, CA

Date and Time Stand to Open: JUNE 28TH 2026 12pm
(Note: This cannot be prior to June 28th at 12:00pm)

Permits to sell "Safe and Sane" fireworks shall be issued by the City, upon application therefor, only to eligible organizations and only after those organizations have met all the applicable requirements set forth in this section:

(a) Successful organizations, based on the annual drawing (drawing will only be held in the event the number of pre-application forms received by the City exceeds the maximum number of allowable permits), will be issued an application packet by the City at the end of the drawing, or may pick up an application packet form the City Clerk's Office at 100 N. C St in Exeter CA 93221 from 9 AM – 4 PM.

(b) Applications shall be signed by a bonafide officer of the eligible organization, wherein the officer, on behalf of the organization and its agents, agrees to abide by State law and Administrative Regulations and all the stipulations of the adopted City Ordinance and the permit if permission to operate a fireworks stand shall be granted to the organization.

(c) Completed applications shall be returned to City Hall no later than 4:00pm on the last regular business day in April of each year.

(d) All eligible organizations shall obtain and submit to the City as part of the completed application the following completed forms supplied by the City.

(1) The property owner's release form signed by the property owner authorizing applicant to erect a fireworks stand on the owner's property;
(2) The fireworks storage form indicating where the fireworks will be stored when not in the approved stand;
(3) The State Fire Marshal's retailer license to sell safe and sane fireworks;
(4) A copy of the temporary seller's permit issued by the State Board of Equalization; and Application for Permit to Sell "Safe and Sane" Fireworks
(5) The certificate of insurance required by adopted Ordinance.

(6) A site plan indicating location of stand and sea train distance to nearest building, ingress, egress, parking, etc.

(e) A permit to sell safe and sane fireworks will be issued only to those organizations that meet the following requirements:

(1) Non-profit organization or corporation with tax exempt status as defined by the State Franchise Tax Board Revenue Tax Code.
(2) The organization shall have its principal and permanent meeting place within the City of Exeter.
(3) The organization must have a certified membership of at least 20 members.
(4) The organization shall have been organized within the City of Exeter for a minimum of one year, continually, preceding the filing of the application for permit.

(f) When all the application requirements have been completed, and the fireworks stand location has been approved, the City shall authorize the erection of a fireworks stand. Each qualified organization shall pay to the City a permit fee as set forth by Resolution of the City Council. Each permit shall be for only one stand per eligible organization and shall be forwarded to the City for delivery as stated below.

(g) Permits will be effective only when delivered by the Director of Public Works after his final inspection of the stand shows compliance with all requirements of the City of Exeter Fire Works Ordinance.

The adequacy and suitability of fireworks stand locations shall be preapproved by the Director of Public Works. In no instance shall any fireworks stand be located on a street that is predominately residential in nature.

Prior to issuance of a permit, the eligible organization shall procure a Certificate of Insurance acceptable to the City. The certificate shall name the City, its officers, agents and employees as additional insured in the amount of no less than $1,000,000.00 combined bodily injury and property damage for each occurrence. The certificate must specify the time, location and dates covered by the policy. The certificate must be provided to the City no later than 4:30pm on the last regular business day of April of the subject year.

Any violation of this or other City ordinances, or the terms and conditions of the permit, or State Law or Administrative Regulation, or safety rules shall be grounds for immediate revocation of the permit. All officers, agents and employees of the eligible organization shall be responsible for compliance with all provisions of this ordinance.

Eligible organizations must comply with all requirements for fireworks permits and stands as specified by the following Application Procedure and Rules and Regulations:

SAFE AND SANE FIREWORKS SALES PERMIT
APPLICATION PROCEDURE

The City of Exeter is the regulatory agency responsible for the issuance of permits and for monitoring the sale of Safe and Sane Fireworks within the City of Exeter. This authority and supporting requirements are granted under the City of Exeter Municipal Code, Chapter 8.36 Sections 010 – 200 and all applicable State Health and Safety Codes.

The following information and forms package has been assembled to assist applicants through the process. *The application process can be greatly simplified by reading and complying with all instructions.* Incomplete applications may be rejected or delayed in processing.

I. GENERAL INFORMATION

1. The City of Exeter permits the sale of Safe and Sane Fireworks ONLY.
2. Safe and Sane Fireworks are allowed to be used only on private property.
3. The sale or use of illegal fireworks is strictly prohibited.
4. The number of sales stands is based on a formula of one stand per 1,500 residents of the City.
5. If the number of pre-applications exceeds the number of permits allowed, the City Administrator will supervise an impartial drawing to determine an order of priority for each stand.
6. The first day of sales of Safe and Sane Fireworks are allowed from 12:00pm (noon) on June 28th until 10:00 pm, and 9:00 am to 10:00 pm subsequent days thereafter until the last day of sales on July 4th.
7. The adequacy and suitability of fireworks stand locations shall be pre-approved by the Director of Public Works. In no instance shall any fireworks stand be located in an area that is primarily residential in nature.
8. All successful applicants may select a fireworks supplier of their choice.
9. No change of stand location will be permitted without prior approval of the Director of Public Works.
10. Fireworks will not be displayed or moved into the stands until the morning of the first day of allowed sales.
11. No pre-sales are allowed by State Law.

II. PREREQUISITES FOR ISSUANACE OF A PERMIT

A permit to sell Safe and Sane Fireworks will be issued only to those organizations that meet the following requirements:

1. Non-profit organization or corporation with a tax-exempt status as defined by the Franchise Tax Board.

2. The organization shall have its principal and permanent meeting place within the City of Exeter.
3. The organization must have a certified membership of at least 20 members.
4. The organization shall have been organized within the City of Exeter for a minimum of one year, continually, preceding the filing of the application for permit.

III. APPLICATION PRCEDURES

Items to be submitted with application

1. Complete an Application for Permit to sell Safe and Sane Fireworks.
2. File an official Certificate showing current tax-exempt status.
3. File a list of organization members.

IV. PERMIT ISSUANCE PROCEDURES

Must be completed prior to issuance of a Sales Permit.

1. Successful applicants will pay to the City of Exeter an amount to be established by City Council Resolution each year prior to Permit issuance. A refundable deposit will also be charged. Please allow 2-4 weeks for refund check.
2. File a map or plot plan showing the proposed location of the fireworks stand. Plan shall show the location of the stand in relation to other structures at the site, ingress and egress, parking, etc. Measurements shall be in feet.
3. A letter of permission for use of the site shall be included. The property owner of record or lessee shall sign said letter.
4. Applicant shall provide a copy of the State Fire Marshal Firework's License (retailer's license).

CHAPTER 8.36. - FIREWORKS

Sections:

> *Footnotes:*
> *--- (7) ---*
> ***Editor's note—*** *Ord. No. 656, adopted Aug. 23, 2011, amended Ch. 8.36 in its entirety to read as herein set out. Former Ch. 8.36, §§8.36.010—8.36.090 was entitled "Sale, Use and Possession of Safe and Sane Fireworks", and derived from Ord. No. 444, §1, 1981; Ord. No. 454, §1, 1982; Ord. No. 562, §§1, 2, 1996; and Ord. No. 607, §1, 2003.*

8.36.010 - Definitions.

For the purposes of this article, definitions shall have the respective meaning ascribed to them in section 12500 et seq., of the Health and Safety Code of the state of California, and, unless otherwise apparent from the context, certain words and phrases used in this article are defined as follows:

"City." The city of Exeter.

"Dangerous fireworks." Any fireworks specified as such in the state fireworks law, section 12500 et seq., of the Health and Safety Code of the state and such other fireworks as may be determined to be dangerous by the state fire marshal.

"Eligible organization." An organization which has met all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for the permit required by this article (and which continues to do so thereafter):

A. The organization must be a duly organized not for profit charitable, religious, civic, patriotic or community service organization;
B. The organization must be headquartered within and clearly affiliated or identified with the city of Exeter.
C. The organization must be one which provides direct and regular community services and benefits to the citizens of the city.
D. The organization must hold its regularly scheduled meetings within the city.
E. The Organization must maintain a bona fide membership of at least twenty members.
F. The organization must have a tax exempt identification number assigned to them.
G. One application per tax exempt ID number will be allowed.
H. One permit per tax exempt number will be allowed.

"Fireworks." Any combustible or explosive composition, or any substance or combination of substances, or device prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges, toy pistols, toy cannons, toy canes or toy guns in which explosives are used, firecrackers, torpedoes, skyrockets, roman candles, daygo bombs, sparklers or other devices of like construction and any devices containing any explosive or flammable compound, or any tablet or other device containing an explosive substance; except that the term "fireworks" shall not include any auto flares, paper caps containing not in excess of an average of twenty-five one hundredths of a grain of explosive content per cap and toy pistols, toy canes, toy guns or other devices for use of such caps, the sale and use of which shall be permitted as all times.

"Pre-application." Application submitted prior to March 15th of each year which verifies eligibility of applicant as defined by Section 8.36.010 to participate in the public drawing.

"Safe and sane fireworks." Shall mean and include any fireworks not designated as dangerous fireworks, except that, in any case, only end fuses may be used. The California State Fire Marshal's seal of registration shall be applied to all classified fireworks and pyrotechnic devices by a licensed manufacturer, importer, exporter or wholesaler and shall indicate the classification assigned by the state fire marshal.

"Stand." Any building, counter, or other structure of a temporary nature used in the sale or offering for sale of fireworks pursuant to a permit duly issued.

(Ord. 656, 2011)

8.36.020 - Sales of fireworks, permits required.

A. It shall be unlawful for any person to sell or offer for sale any dangerous fireworks in the city.
B. It shall be unlawful for any person to sell or offer for sale any "safe and sane" fireworks in the city without first obtaining a permit therefor.

(Ord. 656, 2011)

8.36.030 - Public displays of fireworks.

The city council shall have power to adopt reasonable rules and regulations for the granting of permits for supervised public displays of fireworks by a jurisdiction, other organizations or for use of fireworks by artisans in pursuit of their trade. Every such use or display shall be handled by a licensed operator approved by the city council and shall be of such character and so located, discharged or fired so as, in the opinion of the fire chief after proper investigation, not to be hazardous to property or endanger any person. Said rules and regulations are as follows:

A.

Applications. Applications for permits shall be made in writing at least ten days in advance of the date of the display. After such privilege shall be granted, sale, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

B. Bond for Fireworks Display Required. The permittee shall furnish a bond or certificate of insurance in an amount deemed adequate by the city's risk manager for the payment of all damages which may be caused either to a person or persons or to property by reason of the permitted display and arising from any acts of the permittee, his agents, employees or subcontractors.

C. Disposal of Unfired Fireworks. Any fireworks that remain unfired after the display is concluded shall be immediately disposed of in a way safe for the particular type of fireworks remaining.

(Ord. 656, 2011)

8.36.040 - Number of permits limited/preapplication.

The maximum number of permits to sell "safe and sane fireworks" which may be issued pursuant to this article during any one calendar year shall not exceed one permit for each one thousand five hundred residents of the city, or major fraction thereof, based on the most recent population figure as determined by the Federal Decennial Census and updated annually by the California State Department of Finance. If the number of preapplications received up to and including the last day for making applications pursuant to this article exceeds the number of permits to be issued for the city, the city administrator shall thereafter supervise a public drawing to determine an order of priority for each preapplication. All applicants will be assigned a number in the order in which the preapplication is received and applicants for permits will be notified of date and time of drawing. Preapplications can be obtained at city hall between January 15 and March 15 each year and must be returned to city hall no later than March 15 at the end of business day. The drawing will be held between March 16 and March 31 each year.

(Ord. 656, 2011)

8.36.050 - Sales of safe and sane fireworks; applications for permits.

Permits to sell "safe and sane" fireworks shall be issued by the city clerk. Application packets for a permit will be furnished to eligible organizations whose number has been drawn. Each organization must meet all the applicable requirements set forth in the application for permits section and the permit issuance section.

A. Any eligible organization desiring to sell safe and sane fireworks in the city of Exeter shall obtain and return an application during the period commencing on the first business day of April and ending on the last business day of April each year at city hall.

B.

Such applications shall be signed by a bona fide officer of the eligible organization, wherein the officer, on behalf of the organization and its agents, shall agree to abide by state laws and administrative regulations and all the stipulations of this Code and the permit if permission to operate a fireworks stand shall be granted to the organization.

C. Completed applications shall be returned to the city hall no later than four thirty p.m. on the last business day of April each year. Any eligible organization making an application for such permit to sell "safe and sane" fireworks that fails to return the completed application prior to four thirty p.m. on the last regular business day in April shall not be issued a permit to sell "safe and sane" fireworks.

(Ord. 656, 2011)

8.36.060 - Permit issuance based on drawing selections.

A. All eligible organizations shall obtain and submit to the city clerk the following forms supplied by city hall. Forms will be supplied to those organizations whose drawn assigned number is sequentially within the total number of permits to be issued. All other applicants will be placed on a waiting list in the sequence of their drawn assigned number. If an applicant does not satisfy the requirements of this section within the time periods identified in this section, the next drawn assigned number on the waiting list will be notified and provided with the following paperwork:

1. The property owner's release form signed by the property owner authorizing permission to erect a fireworks stand on his property;
2. The fireworks storage form indicating where and how the fireworks will be stored when not in the approved stand;
3. The state fire marshal's license to sell safe and sane fireworks;
4. A copy of the temporary seller's permit issued by the state board of equalization;
5. The certificate of insurance required by Section 8.36.140 of this article.
6. A statement of organization eligibility; and
7. A site plan indicating location of stand, distance to nearest building, ingress, egress, parking, etc.

B. These forms must be returned to city hall between the first business day of April and the last business day of April.

C. No permit issued or authorized shall be transferable or assignable.

D. When all the application requirements have been completed and the fireworks stand location has been approved, the director of public works shall authorize the erection of a fireworks stand. Each qualified organization shall pay to city hall the current established permit fee. This fee will

include a refundable cleanup deposit. Each permit shall be for only one stand per eligible organization and shall be forwarded to the director of public works for delivery as set forth in subsection E. of this section.

E. Permits will be effective only when issued by the director of public works after the final inspection of the stand shows compliance with all the requirements of this article.

(Ord. 656, 2011)

8.36.070 - Period of discharge.

Safe and sane fireworks, as defined by section 12529 of the California Health and Safety Code, as amended ("fireworks"), may be discharged within the city limits of the city of Exeter ("city") during the period beginning at twelve o'clock noon on June 28 and ending at eleven fifty-nine o'clock p.m. on July 4 of any year.

(Ord. 656, 2011)

8.36.080 - Prohibitions on discharge.

It shall be unlawful for any person to ignite, explode, project, or otherwise fire or use, or permit the ignition, explosion or projection of any fireworks upon, over, or onto the private property of another, or to ignite, explode, project, or otherwise fire or make use of any fireworks within fifteen feet of any residence, dwelling or any other structure, public property, fields or waterway.

(Ord. 656, 2011)

8.36.090 - Time period for sale.

"Safe and sane fireworks" may be sold within the city limits of the city of Exeter during the period beginning twelve o'clock noon on June 28 and ending at ten o'clock p.m. on July 4. The hours of operation of any stand shall be limited to nine o'clock a.m. to ten o'clock p.m. daily during the days identified in this article, except that hours of operation of any stand on June 28 shall commence at twelve o'clock noon.

(Ord. 656, 2011)

8.36.100 - Prohibitions.

A. The manufacture of fireworks is prohibited within the jurisdiction.

B. No person shall possess, sell, deliver, deal in, use, explode or fire, or cause to be used, exploded or fired, any form of fireworks designated as "dangerous fireworks" by section 12505 of the Health and Safety Code of the state of California.

C. The possession, sale, delivery, dealing in, use, exploding or firing of any form of fireworks designated as "safe and sane fireworks" by section 12529 of the Health and Safety Code of the state of California is expressly prohibited, except as limited by this article.

D. It shall be unlawful to store any fireworks in any residence, home, garage, or automobile within the city of Exeter. It shall also be unlawful to store fireworks in excess of fifty pounds total combined weight in any building or other place within the city of Exeter unless said storage location has been inspected and approved for such use by the director of public works.

E. No fireworks shall be stored within one hundred feet of any gasoline service station or any garage located within twenty-five feet of any other structure. Any facility for the storage of fireworks shall maintain a minimum setback from the street curbing of ten feet.

F. No person shall light, or cause, or permit to be lighted, any fireworks, or any other article or material, within any structure approved for fireworks storage or sale, or within fifty feet thereof.

G. No smoking shall be allowed in any structure used for the storage or sale of fireworks, nor within fifty feet of said structure. "No Smoking" signs shall be prominently displayed.

(Ord. 1650, §4, 4-6-2004; Ord. 656, 2011)

8.36.110 - Regulations.

It shall be unlawful for any eligible organization to which a permit has been issued:

A. To operate in violation of California Code of Regulations title 19, chapter 6, regulating the storage, transportation, sale and use of fireworks.

B. To obtain or use more than one permit for one stand per year.

C. To fail to clear all flammable or burnable materials within thirty feet from any fireworks stand and to maintain such conditions during the period prescribed for the sale of fireworks.

D. To allow smoking within fifty feet of any such business location or stand or to fail to post "No Smoking" signs with such wording in red letters not less than four inches in height on a white background on all sides of any such stand.

E. To fail to have immediately available within the stand a fully charged fire extinguisher of a type designated in part "D" of the following section.

F. To sell fireworks earlier than twelve o'clock noon on June 28 or later than ten o'clock p.m. on July 4.

G. To fail to dismantle and remove any stand or structure of any nature where fireworks were sold as of five o'clock p.m. July 8.

H. To sell fireworks to persons under sixteen years of age.

I. No person other than a member (or their spouse) of the organization or a volunteer who is associated with the organization having a permit shall be permitted to sell or otherwise participate in the sale of fireworks. At least one individual participating in the sale of fireworks in a stand must have attended the scheduled annual safety meeting provided by the city of Exeter. A maximum of one member for every four linear feet of stand (i.e., if the stand is

thirty-two feet long, thirty-two divided by four equals eight members allowed in the stand) is permitted within the stand at any one time, and all persons selling fireworks must be at least eighteen years old.

J. No sleeping inside the fireworks stand will be permitted at any time.

K. No person shall use or handle fireworks while under the influence of intoxicating liquids or narcotics. Alcohol and narcotics are prohibited within the fireworks stand.

L. All electrical/spark producing appliances (fans, coolers, air conditioners, etc.) are prohibited inside the fireworks stands and shall not block the means of egress.

(Ord. 656, 2011)

8.36.120 - Fireworks stands; requirements.

All retail sales of "safe and sane fireworks" shall be permitted only from within a temporary fireworks stand and sales from any other building or structure is prohibited. Temporary stands shall be subject to the following provisions:

A. No fireworks stand shall be located within twenty-five feet of any other building or within one hundred feet of a gasoline pump, or within two hundred fifty feet of another fireworks stand, when measured closest to closest point. Minimum setback from the street curbing shall be ten feet. Stands shall not cover or impede any public right-of-way.

B. No stand shall have a floor area in excess of four hundred square feet. The width and length of each stand shall be a maximum of ten feet by forty feet, respectively.

C. Each stand must have at least two exits located on separate walls. Fireworks stands with only three sides and open from the back will not require exits. Fireworks stands will have exits at least thirty inches in width at both ends of the structure. An isle with a minimum width of thirty inches shall lead to each exit. Exits shall remain unobstructed. No supplies or other materials shall be stored in front of exit doors. All exit doors shall remain unlocked and unlatched whenever the stand is occupied.

D. A clear and unobstructed perimeter of twenty-five feet around the booth shall be maintained and identified with flagging tape, cones, or other suitable means. Perimeter flagging tape, cones, etc. shall remain in place at all times during which fireworks are present in the booth. Vehicle movement and parking shall not be permitted within the perimeter area when fireworks are present in the booth.

E. Each stand shall keep easily accessible a minimum of two, two and one-half-gallon fire extinguishers approved for such use and each shall be in good working order and bear a current inspection sticker.

F. All stands must be constructed of solid wood or metal.

G. After hours, stands must be properly secured or a security guard must be provided to patrol the premises. Under no circumstances shall the night watchman sleep within the fireworks stand.

H. All unsold stock and accompanying litter shall be removed from the sales location by five o'clock p.m. July 5.

I. All stock of fireworks, when not temporarily held within a sales booth during sales hours, shall be stored in a lockable steel shipping container (commonly referred to as a sea train) situated on, or adjacent to, the site of the sales booth. A minimum clearance of twenty-five feet between the sales booth and the storage container shall be maintained at all times.

J. Fireworks stand may be brought to the site one week prior to June 28 and must be dismantled and removed by five o'clock p.m. July 8.

K. Temporary lighting may be installed in the fireworks stands. Approved temporary lights must have a guard protecting the bulb/fixture and all wiring and fixtures must be 3-wire and grounded.

L. Primary power to the temporary lighting may be by means of on-site commercial power in a fixed facility or by means of an on-site portable generator. Generators must be located at least twenty-five feet from the fireworks stand. Location of portable generators must be approved by the director of public works.

M. Fuel for portable generators is not allowed to be kept on the premises.

N. No switches, electrical receptacles (plug ins), or splices are permitted within the stand.

O. Extension cords to the stand are to be heavy duty, minimum of fifteen amp capacity, and protected from vehicular damage. Romex is not an acceptable extension cord.

P. Swamp coolers and/or electrical fans must be positioned outside of the stand with a minimum clearance of five feet from the doorway.

Q. All trash shall be removed from the premises and the fireworks stand each evening at the close of business.

R. No person shall light, or cause or permit to be lighted, any fireworks or any other article or material within any such stand, or within fifty feet thereof.

S. No alcoholic beverages shall be allowed on the premises. No person who is under the influence of alcoholic beverages shall enter, or be allowed in, the sales booth.

(Ord. 656, 2011)

8.36.130 - Fireworks stands; locations.

The adequacy and suitability of fireworks stand locations shall be preapproved by the director of public works. in no instance shall any fireworks stand be located on a street that is predominately residential in nature.

(Ord. 656, 2011)

8.36.140 - Certificate of insurance.

Prior to the issuance of a permit, the eligible organization shall procure a certificate of insurance acceptable to the city. The certificate shall name the city of Exeter, its officers, agents, employees and volunteers as "additional insured". The certificate shall evidence coverage in an amount determined by the city's risk manager; providing, however, the amount shall not be less than one million dollars combined bodily injury and property damage for each occurrence, and the deductible, if any, shall not be greater than one thousand dollars. The certificate shall specify the time, location, and dates to be covered by the policy. The certificate shall be provided to city hall no later than four thirty p.m. on the last regular business day in April of the subject year or at such other time as the city administrator may allow.

(Ord. 656, 2011)

8.36.150 - State fireworks law.

The provisions of this article shall be construed so as not to conflict with the state fireworks law.

(Ord. 656, 2011)

8.36.160 - Revocation of permits.

Any violation of this article or other city laws, or the terms and conditions of the permit, or state laws or administrative regulations, or safety rules of the fire department shall be grounds for the immediate revocation of the permit. All officers, agents, and employees of the eligible organization shall be responsible for compliance with all the provisions of this article.

(Ord. 656, 2011)

8.36.170 - Nonissuance of permits.

The final decision to issue permits shall rest with the city administrator. In cases such as civil unrest, severe drought conditions, or any other such situation deemed to be harmful or to have the possibility of creating an extreme hazard to persons and/or property the city administrator shall be the final authority in granting permits for fireworks sales. The right to refuse permits to applicants who have violated the regulations in this article in previous years shall also rest with the city administrator.

(Ord. 656, 2011)

8.36.180 - Seizure of fireworks.

The director of public works, with the assistance of the Exeter Police Department, shall have the authority to seize, take, remove, or cause to be removed at the expense of the owner, all stocks of fireworks offered or exposed for sale, stored, or held in violation of this article.

(Ord. 656, 2011)

8.36.190 - Exceptions.

Nothing in this article shall be construed as prohibiting the use of torpedoes, flares, or fuses by railroads or other transportation agencies for signal purposes of illumination; or the sale or use of blank cartridges for ceremonial purposes, athletic, or sports events or military ceremonials or demonstrations; or the sale, discharge or display of fireworks by permittees having a permit as herein provided; or the use and display of fireworks of whatever nature by any person engaged in the production of motion pictures, theatricals, or operas when such use and display is a necessary part of such production; or the transportation of fireworks through the city in regular course, and in original packages or containers from any point outside of the city to any other point outside the city.

(Ord. 656, 2011)

8.36.200 - Violations; penalties.

Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor, subject to a penalty of a fine not to exceed five hundred dollars or imprisonment in the county jail for a period not to exceed thirty days, or both; provided that a misdemeanor conviction for possession and/or discharge of dangerous fireworks shall be punishable by a fine of one thousand five hundred dollars. Notwithstanding the classification of a violation as a misdemeanor, at the time the action is commenced to enforce the provisions of this chapter, the city attorney may reduce the charged offense to an infraction. Any person convicted of an infraction under this chapter shall be punished pursuant to Section 1.12.030 of the Municipal Code.

(Ord. 656, 2011)

Agenda Item Staff Report

Agenda Item Number:	I.7.

For action by:
☒City Council

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

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
May 12, 2026

Wording for Agenda:
Adoption of Resolution No. 2026-16, Ordering November 3, 2026, General Municipal Election; A Resolution of the City Council of the City of Exeter, Requesting Consolidation with the Statewide General Election; and Requesting the Tulare County Registrar of Voters to Provide Election Services.

Submitting Department:
Administration

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

Department Recommendation:
Staff recommends that the City Council adopt Resolution No. 2026-16, ordering the November 3, 2026, General Municipal Election; requesting consolidation with the Statewide General Election; and requesting the Tulare County Registrar of Voters to provide election services.

Background & Summary:
In April 2026, the City of Exeter received its General Election information packet from the Tulare County Registrar of Voters (ROV), which included required forms, timelines, and a consolidation resolution template necessary for participation in the November 3, 2026, General Election.

The California Elections Code requires that a general municipal election be held in even-numbered years to elect City Council Members whose terms are expiring. For the November 3, 2026 election, three (3) City Council seats will be up for election. These seats are for District A, District C, and District D.

To facilitate the administration of the election, the City must formally request that the Tulare County Board of Supervisors permit the Registrar of Voters to conduct the election on behalf of the City and consolidate it with the statewide election. Consolidation allows the election to be

conducted efficiently using the County's established infrastructure, including ballot preparation, voter notification, polling operations, and canvassing of results.

Historically, the City of Exeter has requested election services from the Tulare County Registrar of Voters, as the City does not have the staffing or resources to independently administer a municipal election.

The proposed resolution orders the election, requests consolidation with the statewide election pursuant to Elections Code Section 10400, and specifies that the County will provide all necessary election services. The resolution also establishes that the City will reimburse the County for the actual cost of conducting the election, as required by Elections Code Section 10520.

Additionally, the resolution specifies that candidates will be responsible for payment of their candidate statements, which will be limited to 200 words, as has been historically done.

Timely adoption of this resolution is critical. The Registrar of Voters requires that all consolidation resolutions be submitted no later than early August 2026 (E-88), and failure to do so would prevent the County from conducting the election on behalf of the City.

Following adoption of the resolution:

- The nomination period will open on July 13, 2026, and close on August 7, 2026
- The City must submit required election documentation to the Registrar of Voters by established deadlines
- The Registrar of Voters will publish the Notice of Election and administer all election-related activities

At the close of the nomination period, the City may have the option to proceed with an appointment in lieu of election process pursuant to California Elections Code Section 10229, depending on the number of qualified candidates. Specifically, appointment in lieu may occur if the number of candidates nominated does not exceed the number of seats available.

Following the close of nominations, the Registrar of Voters will publish a notice identifying offices eligible for appointment in lieu. A five (5) day waiting period is then required. Based on the 2026 election calendar, this timeline is as follows:

- August 7, 2026 – Nomination period closes (or August 12, 2026, if extended)
- August 12, 2026 – Notice of election / eligibility for appointment in lieu published (estimated)
- August 17, 2026 – End of 5-day waiting period
- August 20, 2026 – Deadline (E-75) for City Council to adopt appointment in lieu resolution
- August 21, 2026 – Deadline to submit adopted resolution to the Registrar of Voters

City Council must take action to appoint candidates within this timeframe. The appointment resolution must be adopted no later than August 20, 2026 (E-75) and immediately transmitted to the Registrar of Voters upon adoption.

Fiscal Impact:

The City will be responsible for reimbursing the Tulare County Registrar of Voters for the actual cost of conducting the election. Based on the City's 2024 municipal election costs, the estimated cost for the 2026 election from the Elections Office is approximately $6,000. Actual costs may vary depending on services provided by the County. Sufficient funds have been included in the proposed Fiscal Year 2026–2027 budget.

Prior City Council Actions:

The City Council has historically adopted similar resolutions for each general municipal election, most recently on May 14, 2024.

Attachments:

- General Elections Timeline from the County Registrar of Voters
- Appointment in Lieu of Elections Timeline from the County Registrar of Voters
- Incumbent List by District
- District Map
- Resolution No. 2026-16

Recommended motion to be made by the City Council:

I move to adopt Resolution No. 2026-16, ordering the November 3, 2026, General Municipal Election; requesting consolidation with the statewide election; and requesting the Tulare County Registrar of Voters to provide election services.

General Election
November 3, 2026

Nomination Period	July 13, 2026 – August 7, 2026 Extension: August 10, 2026 – August 12, 2026 Only If Incumbent Does Not File
Deadline to Change Ballot Designation	July 28, 2026
Vote by Mail Ballots Mailed	October 5, 2026
Last Day to Register to Vote For this Election	October 19, 2026
Ballot Drop Boxes Open	October 6, 2026*
Conditional Voter Registration	October 28, 2026 – November 3, 2026
Last Day to Request a Vote by Mail Ballot	October 27, 2026
Write-in Period	September 7, 2026 – October 20, 2026

Appointments must be made in advance in order to file Nomination Documents with the Registrar of
The appointment scheduler will become available on our website beginning July 6, 2026.

MEASURES

Deadline to Verify District Boundaries for Measures	July 1, 2026
Time Frame for District to File Paperwork to Consolidate a Measure**	June 29, 2026 – August 7, 2026
Time Frame to File Arguments	At Least 10 Days After Original Filing
Time Frame to File Rebuttal Arguments	10 Days After Argument is Filed

**Measures submitted after August 7, 2026 may not be consolidated with the election if there are boundary changes or special boundaries to implement.

APPOINTMENTS IN LIEU OF ELECTIONS
CITY COUNCIL SEATS

E-127 to E-133: County publishes or posts Notice of Election [Elec. 12101]

E-113 to E-88: Candidate nominating period [Elec. 10220-10228]

E-88: Last day for City to file consolidation resolutions with BOS & ROV [Elec. 10403(a)]

E-83: Extension of nominating period if incumbent fails to file or withdraws [Elec. 10229]

E-88/83 to E-75: Appointment in Lieu period for cities [Elec. 10229]

Offices Eligible for Appointment in Lieu of Election [Elec. 10229(a)]

- For citywide offices or offices elected by legislative districts, only one or zero candidates are nominated.
- For seats elected at large, the number of candidates nominated is equal to or less than the number of seats to be filled at the election.

Disqualified for Appointment in Lieu of Election [Elec. 10229(b)]

- For citywide office, if more than one person has been nominated to another city office to be elected on a citywide basis; or
- If a city measure has qualified to be on the ballot.

Timeframe and Requirements for Appointments in Lieu of Election [Elec. 10229]

- County posts/publishes notice after E-88/E-83 close of nominating period [Elec. 10229(a)(3)]
- City Council must pass appointment in lieu resolution by E-75 [Elec. 10229(a)]

E-61: Last day for City to submit precinct list to BOS [Elec. 10002].

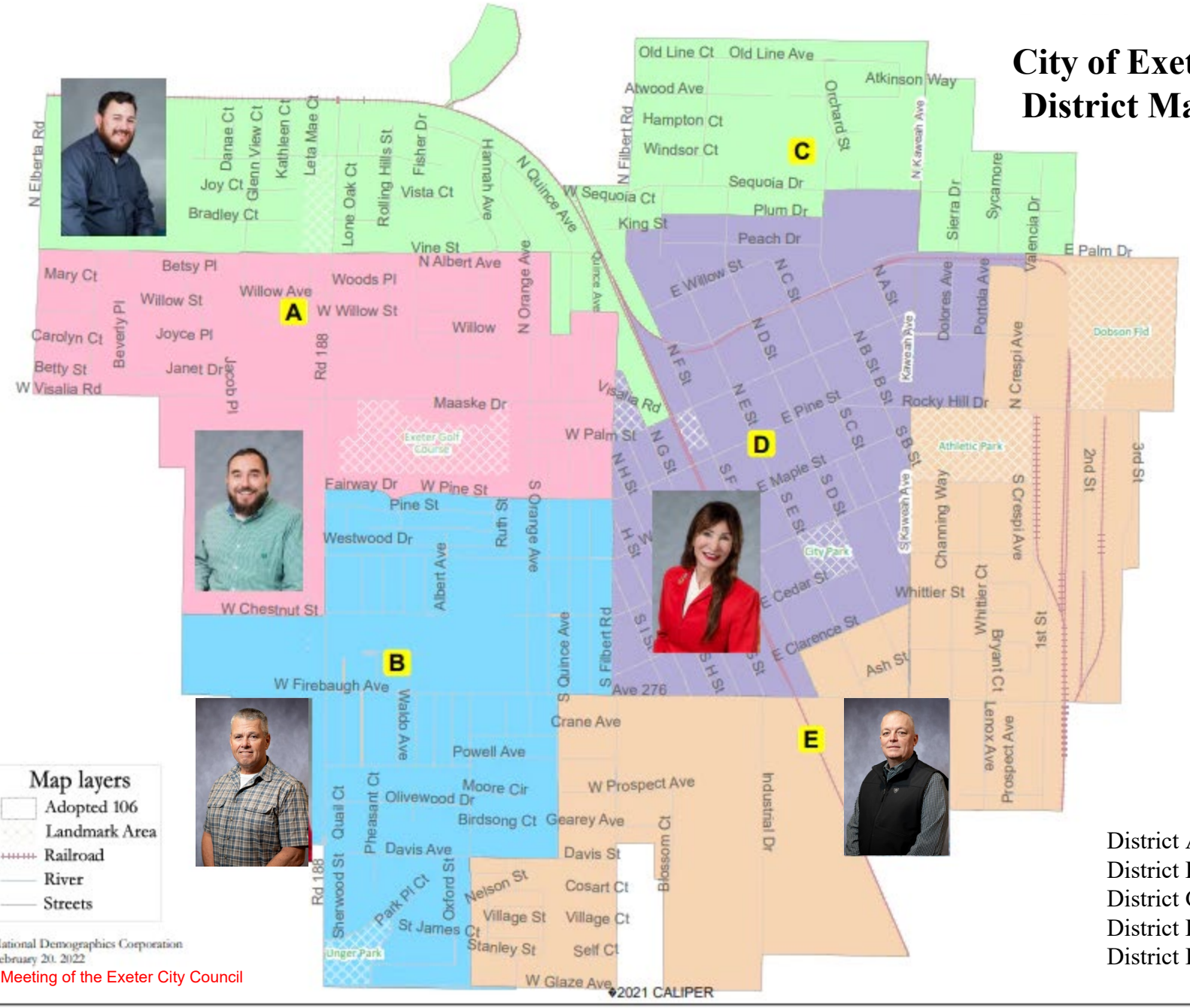
Incumbent List by District

District Range: 502 to 502

	Incumbent	Regular & Alt Phone Numbers		Term Length	Term of Office Year First Elected
502 - 1	**City of Exeter District A**				
5021	**Exeter City Council District A**				
5021 - 0	**Jacob Jon Johnson** Member, City Council District A *Mail Addr:*	[redacted]	Incumbent - Elect..... No Residence County..... Yes Appointed/Elected..... Appointed to Vacancy Party..... Incumbent Vacated..... No	4	12/7/2022 to 12/8/2026
502 - 2	**City of Exeter District B**				
5022	**Exeter City Council District B**				
5022 - 1	**Jeffrey Dewayne Wilson** Member, City Council District B *Mail Addr:* [redacted]		Incumbent - Elect..... No Residence County..... Yes Appointed/Elected..... Appointed In Lieu Party..... Incumbent Vacated..... No j[redacted]n	4	12/6/2024 to 12/1/2028
502 - 3	**City of Exeter District C**				
5023	**Exeter City Council District C**				
5023 - 0	**Vernon Franklin Alves** Member, City Council District C *Mail Addr:* 100 N C St Exeter, CA 93221	[redacted]	Incumbent - Elect..... No Residence County..... Yes Appointed/Elected..... Elected Party..... Incumbent Vacated..... No VALVES@EXETERCITYHALL.COM	4	12/7/2022 to 12/8/2026
502 - 4	**City of Exeter District D**				
5024	**Exeter City Council District D**				
5024 - 1	**Vicki L Riddle** Member, City Council District D *Mail Addr:* [redacted]	[redacted]	Incumbent - Elect..... No Residence County..... Yes Appointed/Elected..... Elected Party..... Incumbent Vacated..... No [redacted]	4	12/7/2022 to 12/8/2026
502 - 5	**City of Exeter District E**				
5025	**Exeter City Council District E**				
5025 - 1	**Robert Paul Lentz** Member, City Council District E *Mail Addr:* [redacted]		Incumbent - Elect..... No Residence County..... Yes Appointed/Elected..... Appointed In Lieu Party..... Incumbent Vacated..... No [redacted]	4	12/6/2024 to 12/1/2028

Total Incumbents: 5

City of Exeter District Map



District A: Jacob Johnson
District B: Jeff Wilson
District C: Frankie Alves
District D: Vicki Riddle
District E: Bobby Lentz

RESOLUTION NO. 2026-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER ORDERING CITY COUNCIL ELECTION; CONSOLIDATION OF ELECTIONS; SPECIFICATIONS OF THE ELECTION ORDER; AND SPECIFIC SERVICES RENDERED TO THE DISTRICT

WHEREAS, California Elections Code requires a general district election be held in each district to choose a successor for each elective officer whose term will expire on the first Friday in December following the election to be held on the first Tuesday after the first Monday in November in each even-numbered year; and

WHEREAS, other elections may be held in whole or in part of the territory of the district, and it is to the advantage of the district to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, Elections Code Section 10520 requires each district involved in a general election to reimburse the county for the actual costs incurred by the county elections official in conducting the election for that district; and

WHEREAS, Elections Code Section 13307(3c) requires that before the nominating period opens, the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; and

WHERAS, Elections Code Section 12112 requires the elections official of the principal county to publish a notice of the election once in a newspaper of general circulation in the district; and

WHEREAS, pursuant to the Elections Code, the governing body of any special district or city may, by Resolution, request the Board of Supervisors of the County to permit the county elections official to render specified services to the special district or city relating to the conduct of an election; and

NOW, THEREFORE, BE IT RESOLVED that an election be held within the territory included in this district on the **3rd** day of November 202**6**, for the purpose of electing members to the Board of Directors of said district in accordance with the following specifications:

1. The Election shall be held on Tuesday, the **3rd** day of November 202**6**. The purpose of the Election is to choose members of the board of directors for the **following seats** (list offices and terms)

   City Council Member District A, Term 2026 – 2030
   City Council Member District C, Term 2026 – 2030
   City Council Member District D, Term 2026 – 2030

2. The governing board hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the district, as provided in Elections Code 10400.
3. The district will reimburse the County for the actual cost incurred by the County Registrar of Voters office in conducting the general district election upon receipt of a bill stating the amount due as determined by the Elections Official.
4. The district has determined that the **Candidate** will pay for the Candidate's Statement. The Candidate's Statement will be limited to 200 words.
5. The district directs that the County Registrar of Voters of the principal county publish the notice of election in the **following newspaper**, which is a newspaper of general circulation that is regularly circulated in the territory: **Visalia Times Delta**.
6. The Board of Supervisors of Tulare County is hereby requested to permit the County Registrar of Voters to tender services to the special district relating to the conduct of the November **3rd**, 202**6**, General Election as follows:
    a. Distribute and file nomination papers and candidate statements for candidates for district offices.
    b. Make all required publications.
    c. Prepare, print and mail to the qualified electors of the district sample ballots and voter pamphlets.
    d. Provide Vote by Mail ballots for said Municipal Election for use by registered voters in the manner provided by law.
    e. Order consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
    f. Conduct and canvass the returns of the election and certify the votes cast.
    g. Prepare, print, and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
    h. Recount votes, if requested, in accordance with state law.
    i. Conduct the above election duties in accordance with the Voting Rights Act of 1975.
    j. Perform all other pertinent services required to be performed for said election other than the requirements of the Fair Political Practices Commission; said Fair Political Practices Commission requirements to be performed by the district clerk.

THE FOREGOING RESOLUTION WAS ADOPTED upon motion of Council Member _____ , seconded by Council Member_____, at a regular meeting on this **12th** day of **May**, 202**6**, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jacob Johnson, Mayor

ATTEST:

_____
Francesca Quintana, City Clerk

Agenda Item Staff Report

Agenda Item Number:	I.8.

For action by:
☒City Council

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

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
May 12, 2026

Wording for Agenda:
Authorize the City Administrator to Sign an Engagement Letter with Rogers, Anderson, Malody & Scott LLP Certified Public Accountants for Audit Services.

Submitting Department:
Administration

Contact Name:
Jason Ridenour, City Administrator

Department Recommendation:
Staff recommend that the City Council authorize the City Administrator to sign an engagement letter with Rogers, Anderson, Malody & Scott LLP Certified Public Accountants for audit services for fiscal year 2025/2026.

Background & Summary:
The City of Exeter engaged Rogers, Anderson, Malody & Scott LLP (RAMS) for audit services in January of 2018 to perform annual independent audits of the City's finances to present audited financial statements to citizens as well as to various State and Federal agencies. RAMS has provided quality and timely services to the City for previous audits. The audit is completed by a different audit manager at a minimum every six years and is peer reviewed annually. Staff is requesting that the City engage with Rogers, Anderson, Malody & Scott LLP Certified Public Accountants for audit services for fiscal year 2025/2026.

RAMS has extensive experience in audit of government agencies over the past 78 years. An independent auditor is responsible for an audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), Government Auditing Standards of the Comptroller General of the United States of America (Government Auditing Standards), the requirement of the Single Audit Act, and the provisions of the audit requirements of Title 2 U.S.

Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements, and on major federal award program compliance.

Audits include examining, on a test basis, evidence supporting the amounts and disclosures in financial statements. It includes obtaining an understanding of the agency, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and the risk of material noncompliance in the major federal award programs. The audit communicates the following information.

- Any violation of laws or regulations that are discovered.
- Auditor's views relating to qualitative aspects of the agencies significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures.
- If any significant difficulties were identified during the audit.
- If any disagreements with management were encountered in the audit.
- Any significant unusual transactions were encountered.
- The potential effects of uncorrected misstatements on future period financial statements.
- Other significant matters that are relevant to the agency's responsibilities in overseeing the financial reporting process.

Fiscal Impact:

The estimated cost for the annual audit is $37,450 which includes the Audited Annual Financial Statements and if a Single Audit is required, it would be performed for an additional $6,260.

Staff does not anticipate a Single Audit being required for fiscal year 25/26. Funding for the audit is included in the budget and will be funded by the General Fund and other funds (enterprise funds, Gas Tax, Transportation, and Measure R Local) based on their share of the City's budget proportional to their share of revenue to account for their impact on the audit/financial services.

Prior City Council Actions:

The City Council approved engagement with Rogers, Anderson, Malody & Scott LLP Certified Public Accountants for audit services on January 9, 2018.

Attachments:

- Fiscal Year 2025/26 Rogers, Anderson, Malody & Scott LLP Certified Public Accountants Audit Engagement Letter

Recommended motion to be made by the City Council:

I move to authorize the City Administrator to sign the engagement letter with Rogers, Anderson, Malody & Scott LLP Certified Public Accountants for audit services for fiscal year 2025/2026.

April 10, 2026

To the Honorable City Council
City of Exeter

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of the City of Exeter (the entity) as of and for the year ended June 30, 2026. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits.

Our Responsibilities

As stated in our engagement letter dated April 10, 2026, we are responsible for conducting our audits in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America (*Government Auditing Standards*) and the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements, and on major federal award program compliance. Our audit does not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our responsibility as it relates to other information is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether the information is fairly stated in all material respects in relation to the financial statements as a whole.

Planned Scope of the Audit

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

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Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Certain significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although we are currently in the planning stage of our audit, the following presumptive significant risks are applicable to our audit and require special audit considerations:

- *Management's override of internal controls over financial reporting:* Auditors must consider and respond to the risk of management override of internal controls, which is the intervention by management in handling financial information and making decisions contrary to internal control policy.
- *Revenue recognition*: Auditors must consider and respond to the risk of management subversion of generally accepted accounting principles in determining how and when revenue is recognized.
- *Significant estimates*: Auditors must consider and respond to the risk of management bias in significant accounting estimates. Financial statement areas containing significant estimates can include, but are not limited to, net pension liability and related deferred inflows/outflows, net OPEB liability and related deferred inflows/outflows, leases receivable and related deferred inflows of resources, lease and subscription liabilities, right-to-use assets, depreciation and amortization expenses, and fair value measurements.

We expect to begin our audit on approximately October 26, 2026. Scott Manno, CPA, CGMA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the information and use of the City Council and management of the entity and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

RAMS
CERTIFIED PUBLIC ACCOUNTANTS

April 10, 2026

To the Honorable City Council
City of Exeter

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Exeter (the entity), as of June 30, 2026, and for the year then ended, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2026. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America (*Government Auditing Standards*), will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form opinions and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirements that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries.

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We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- General Fund and major Special Revenue Funds Budgetary Comparison Schedules
- Pension Related Schedules

Supplementary information other than RSI will accompany the entity's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining Statements

We will subject the schedule of expenditures of federal awards, if applicable, to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risks during our audit to date that require special audit consideration:

- Management's override of internal controls is considered an inherent risk according to GAAS.
- Improper revenue recognition is considered an inherent risk according to GAAS.
- Significant estimates: Auditors must consider and respond to the risk of management bias in significant accounting estimates.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the entity's basic financial statements. Our report will be addressed to the City Council of the entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the Appropriations Limit upon completion of our audit.

Audit of Major Program Compliance

Our audit of the entity's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- For maintaining records that adequately identify the source and application of funds for federally funded activities;
- For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
- For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;

- For taking prompt action when instances of noncompliance are identified;
- For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- For submitting the reporting package and data collection form to the appropriate parties;
- For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- To provide us with:
  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
  - Additional information that we may request from management for the purpose of the audit; and
  - Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
- For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- For the accuracy and completeness of all information provided;
- For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we will not assume any management responsibilities on behalf of the entity. However, we will provide advice and recommendations to assist management of the entity in performing its responsibilities.

The following are nonattest services that may be requested by the entity, which can include, but are not limited to the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by management;
- Assist management with drafting management's financial statements based on the entity's trial balances, if applicable;
- Assist management with completing the Data Collection Form and submitting to the Federal Audit Clearinghouse, if applicable; and
- Other agreed upon procedures.

The entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, and
- The nonattest services are limited to the services requested by the entity, and agreed to by us. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Other

In addition, we will perform an agreed upon procedures engagement related to the entity's Appropriations Limit. The procedures have been agreed to by the entity and the League of California Cities (as presented in the publication entitled *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIIIB of the California Constitution)* and will be performed solely to assist the entity in meeting the requirements of Section 1.5 of Article XIIIB of the California Constitution. The entity's management will be responsible for the Appropriations Limit worksheet.

Provisions of Engagement Administration, Timing and Fees

Scott Manno, CPA, CGMA is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising the firm's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the financial statement audit will be between $26,500 and $32,850 (and no more than $4,600 for travel expenses), and the single audit will be $6,260 for the first major program (or examination if allowed per U.S. Department of Treasury exemption for Coronavirus State and Local Fiscal Recovery Funds) and $3,750 for each additional major program. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the entity's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Our proposed fee is also dependent on all items requested being completed in the format requested or in a mutually agreed-upon format and uploaded to the Engagement Organizer hosted by our firm in a timely manner in accordance with the agree-upon audit timeline.

We understand that the entity may occasionally implement software changes or conversions as part of its ongoing efforts to improve operational efficiency and financial management. Our firm is well equipped to support clients through these transitions and ensure that the audit process remains seamless. If the entity initiates a software change or conversion, our firm will work closely with entity staff to update account numbers, names, coding, and other financial data elements in alignment with the new system. However, due to the additional time and resources required to accommodate these changes, there will be a minimum charge of $5,000 associated with this work.

This fee covers:

- Data Mapping and Reconciliation:
  - Updating account structures and mapping old accounts to the new accounts in our audit software.
  - Verifying accuracy and consistency in account names, numbers, and coding between the new system and our audit software.
- System Testing and Validation:
  - Testing reports and financial statements generated from the new system to ensure they align with audit requirements.
  - Addressing discrepancies or issues resulting from the conversion.
- Process Adjustments:
  - Modifying audit procedures to align with the new system's capabilities and reporting outputs.
  - Providing guidance on system-generated reports required for audit purposes.

Our fee for this engagement assumes the following: the entity will be adequately prepared for the audit and the entity's financial operations and working trial balance will be consistent from year to year. If, after we receive the working trial balances, we notice there are excessive new accounts over the prior year, or if there are excessive subsequent journal entries, or prepared by client workpapers that do not agree to the working trial balances, or there are new funds/functions within the entity, or other changes that necessitate a significant amount of time to address, we will need to come to an agreed-upon change order to address any possible additional costs incurred by the firm. If the need for additional work does come to our attention, we will immediately notify entity staff. If you choose to have us perform the additional work, then such work will be performed at the same hourly rates

applicable to the audit work and set forth in an addendum to the contract between the entity and our firm.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of our firm and constitutes confidential information. However, we may be requested to make certain audit documentation available to various regulators, federal agencies, and to the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of our firm's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to exchanging documents via our secure portals. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Management is also responsible for the implementation of new standards issued by the GASB. We will provide reasonable assistance in the preparation of the items noted herein, but any significant time needed to complete the financial statements will be billed separately.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report. Upon expiration of this period, we will be free to destroy our records related to the engagement. However, we do not keep original client documents, so we will return those as they are used during each engagement. It is management's responsibility to retain and protect the records for possible future use, including examination by regulators and federal agencies.

We require that a copy of the final trial balance (i.e., a trial balance ready to audit) be delivered to us at least 10 business days prior to the start of the audit, otherwise we may reschedule the start of the audit.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Non-solicit Clause

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for our firm, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Mediation

If a dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and it cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the AAA Accounting and Related Services Arbitration Rules and Mediation Procedures before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Indemnification of Rogers, Anderson, Malody & Scott, LLP

You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

Independent Contractor

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of our firm, and no Stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, “electronic signature” includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

International Alliance Membership

Our firm is an independent member firm of Alliott Global Alliance, which is an international alliance of independent accounting, law, and specialist firms. Alliott Global Alliance and its member firms are legally distinct and separate entities. These entities are not and shall not be construed to be in the relationship of a parent firm, subsidiary, partner, joint venture, agent, or a network. No Alliott Global Alliance member firm has any authority (actual, apparent, implied, or otherwise) to obligate or bind Alliott Global Alliance or any other Alliott Global Alliance member firm in any manner whatsoever. Equally, neither Alliott Global Alliance nor any other member firm has any authority to obligate or bind us or any other member firm. All Alliott Global Alliance members are independent firms, and as such, they each render their services entirely on their own account (including benefit and risk). In connection with the engagement contemplated by this letter or any other services from time to time provided by us, we may seek advice from or may recommend the retention of an Alliott Global Alliance member firm. Alliott Global Alliance and its other member firms shall have no liability for advice rendered by us or such consulted or retained Alliott Global Alliance member firm. Nor shall we have liability for advice rendered by any of the other Alliott Global Alliance member firms, even if consulted or recommended to you by our firm.

Information Exchange/Data Hosting (Engagement Organizer)

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. The Engagement Organizer is used solely as a method of transferring data and is not intended for the storage of the entity’s information. Upon conclusion of the engagement, we will provide the entity with a copy of the deliverables and relevant data from the Engagement Organizer relating to the engagement in a mutually agreed-upon format. If the engagement occurs over multiple years, this exchange will occur at least annually. The data and other content will either be removed from the Engagement Organizer or become unavailable to the entity within a reasonable period of time. If the engagement is multi-year, the completion of the engagement occurs each year when the deliverables are completed for that year. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Please electronically sign this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities. Please download a copy of the letter for your records once you have completed the signature process.

As a reminder, we will not initiate services until we receive the signed letter.

To the Honorable City Council
City of Exeter

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Exeter by:

Name: _____

Title: _____

Date: _____

Grant Bennett Associates
A PROFESSIONAL CORPORATION

Proud Member of AlliottGlobalAlliance™

Report on the Firm's System of Quality Control

August 26, 2024

To Rogers, Anderson, Malody & Scott, LLP and the Peer Review Committee of the California Society of CPAs:

We have reviewed the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP (the firm) in effect for the year ended November 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP in effect for the year ended November 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rogers, Anderson, Malody & Scott, LLP has received a peer review rating of *pass*.

Grant Bennett Associates

GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants

GBA CPA

10850 Gold Center Drive, Suite 260
Rancho Cordova, CA 95670
916/922-5109 FAX 916/641-5200

Princeville, HI
888/763-7323

www.gbacpa.com

Together as One. Grant Bennett Associates is a Member of the Alliott Global Alliance of independent professional firms.

Agenda Item Staff Report

Agenda Item Number:	I.9.

For action by:
☒City Council

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

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
May 12, 2026

Wording for Agenda:
Authorize Staff to Release a Request for Proposals (RFP) for Wastewater and Drinking Water System Chief Operator Services.

Submitting Department:
Public Works

Contact Name:
Zachary Boudreaux, Director of Public Works

Department Recommendation:
Staff recommends that the City Council authorize staff to release a Request for Proposals (RFP) for wastewater and drinking water system chief operator services, including all necessary operational and regulatory compliance responsibilities, with the option to exclude or modify proposed services as determined to be in the best interest of the City.

Summary:
Currently the City of Exeter contracts wastewater system chief operator services with Central Cal Waterworks, Inc. (CCW). The existing agreement expired in March 2025; however, the City Council authorized an extension through June 30, 2026, to allow staff time to evaluate operational needs and prepare a long-term plan for continued regulatory compliance and system operations.

Staff is recommending release of a Request for Proposals (RFP) to solicit competitive proposals for certified wastewater and drinking water operational services. The proposed RFP would include all necessary duties and responsibilities associated with regulatory compliance, reporting, monitoring, and chief operator oversight, while allowing the City flexibility to adjust the scope of services if deemed appropriate during the review process. The draft document requests proposals for an option to contract for chief operator services both wastewater and drinking water as well for only wastewater chief operator services.

Background:

The City of Exeter Wastewater Treatment Plant (WWTP) requires a certified level 3 Waste Water Operator to meet regulatory compliance requirements set forth by the State of California in accordance with our systems classification level. Due to the lack of certified staff, and the difficulty in finding a level 3 operator, the City elected to contract these operations to an outside source that holds the necessary certification. Along with the City's WWTP requirements, the City also contracted drinking water systems to the same contract operator. The City drinking water system currently requires a level 3 distribution operator, and for similar reasons drinking water operations was contracted to an outside contractor. The City has staff that are in the process of acquiring the required level 3 distribution certification that is required to operate the drinking water system.

The City has contracted with Central Cal Waterworks, Inc. since 2017, and the current contract was approved in 2022.

Once proposals are received and evaluated, staff will return to the City Council with a recommendation regarding contract award and associated costs.

Fiscal Impact:

There is no direct fiscal impact associated with authorization to release the Request for Proposals (RFP) itself.

Any future fiscal impact will be associated with the selection and award of a service agreement following completion of the RFP process. Staff will return to the City Council with a recommendation for contract award and associated costs for Council consideration and approval.

Prior City Council Actions:

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

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

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

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

On January 27, 2026, the City Council approved Amendment No. 2 to the agreement, extending the term through June 30, 2026.

Attachments:

- Professional Services Agreement for Contract Chief Operator Services for the City of Exeter's Wastewater Treatment Plant and Water Distribution System
- Amendment No. 1 to Professional Services Agreement for Contract Chief Operator Services for the City of Exeter's Wastewater Treatment Plant and Water Distribution System
- Amendment No. 2 to Professional Services Agreement for Contract Chief Operator Services for the City of Exeter's Wastewater Treatment Plant and Water Distribution System
- Draft Request for Proposals (RFP)
- Draft Contract

Recommended motion to be made by the City Council:

I move to authorize staff to release a Request for Proposals (RFP) for wastewater and drinking water system chief operator services, including all necessary operational and regulatory compliance responsibilities, with the option to exclude or modify proposed services as determined to be in the best interest of the City.

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

This Amendment is entered into this 27th day of January, 2026, by and between CENTRAL CAL WATERWORKS, INC. ("CONSULTANT") and THE CITY OF EXETER ("CITY"), amending the Professional Services Agreement entered into on April 1, 2022.

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

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

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

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

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

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

CITY OF EXETER

By: Jason Ridenour

Name: Jason Ridenour

Title: City Administrator

CENTRAL CAL WATERWORKS INC.

By: Jason Sherrell

Name: Jason Sherrell

Title: President

Approved as to Form:

City Attorney

CCW Contract Amendment No.2

Final Audit Report 2026-03-05

Created:	2026-01-29
By:	Francesca Quintana (fquintana@exetercityhall.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiP7gfY7nMG6Ih4a-ljVt-7hfyXwNjAVC

"CCW Contract Amendment No.2" History

Document created by Francesca Quintana (fquintana@exetercityhall.com)
2026-01-29 - 8:16:02 PM GMT

Document emailed to Julia Lew (jmlew@mkjw.com) for signature
2026-01-29 - 8:16:06 PM GMT

Document emailed to Jason Ridenour (jridenour@exetercityhall.com) for signature
2026-01-29 - 8:16:06 PM GMT

Document emailed to jsherrell@centralcalwaterworks.com for signature
2026-01-29 - 8:16:07 PM GMT

Email viewed by Jason Ridenour (jridenour@exetercityhall.com)
2026-01-30 - 1:35:33 AM GMT

Document e-signed by Jason Ridenour (jridenour@exetercityhall.com)
Signature Date: 2026-01-30 - 1:39:57 AM GMT - Time Source: server

Email viewed by Julia Lew (jmlew@mkjw.com)
2026-01-30 - 8:58:04 PM GMT

Document e-signed by Julia Lew (jmlew@mkjw.com)
Signature Date: 2026-01-30 - 9:41:41 PM GMT - Time Source: server

Email viewed by jsherrell@centralcalwaterworks.com
2026-02-12 - 10:13:54 PM GMT

Email viewed by jsherrell@centralcalwaterworks.com
2026-03-05 - 10:28:00 PM GMT

Signer jsherrell@centralcalwaterworks.com entered name at signing as Jason Sherrell
2026-03-05 - 10:28:53 PM GMT

Adobe Acrobat Sign

Document e-signed by Jason Sherrell (jsherrell@centralcalwaterworks.com)

Signature Date: 2026-03-05 - 10:28:55 PM GMT - Time Source: server

Agreement completed.

2026-03-05 - 10:28:55 PM GMT

Adobe Acrobat Sign

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

27-Oct-2025

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

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

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

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

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

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

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

CITY OF EXETER

By: Jason Ridenour

Name: Jason Ridenour

Title: City Administrator

Approved as to Form:

City Attorney

CENTRAL CAL WATERWORKS INC.

By: _____

Name: Jason Sherrell

Title: President

amendment to professional service agreement CCW october 2025

Final Audit Report 2025-10-16

Created:	2025-10-16
By:	Francesca Quintana (fquintana@exetercityhall.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYKA5MBjMFEsAekfUT68PwWn5GlGcjHBr

"amendment to professional service agreement CCW october 2025" History

Document created by Francesca Quintana (fquintana@exetercityhall.com)
2025-10-16 - 4:47:36 PM GMT

Document emailed to Jason Ridenour (jridenour@exetercityhall.com) for signature
2025-10-16 - 4:47:40 PM GMT

Document emailed to Julia Lew (jmlew@mkjw.com) for signature
2025-10-16 - 4:47:41 PM GMT

Email viewed by Jason Ridenour (jridenour@exetercityhall.com)
2025-10-16 - 5:12:08 PM GMT

Document e-signed by Jason Ridenour (jridenour@exetercityhall.com)
Signature Date: 2025-10-16 - 5:12:24 PM GMT - Time Source: server

Email viewed by Julia Lew (jmlew@mkjw.com)
2025-10-16 - 8:42:47 PM GMT

Document e-signed by Julia Lew (jmlew@mkjw.com)
Signature Date: 2025-10-16 - 8:43:06 PM GMT - Time Source: server

Agreement completed.
2025-10-16 - 8:43:06 PM GMT

Adobe Acrobat Sign

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

Final Audit Report 2025-10-28

Created:	2025-10-20
By:	Francesca Quintana (fquintana@exetercityhall.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAhI6zmc7Rz5ziTbDVH49Bs15N9C58PIn

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

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

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

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

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

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

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

Adobe Acrobat Sign

CONTRACT

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

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

WITNESSETH

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

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

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

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, for the cost identified in Exhibit "B" - Project Fees.

B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "C" - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the prior written consent of CITY.

II. TIME OF PERFORMANCE

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

III. COMPENSATION

A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay, and the CONSULTANT agrees to accept, as payment in full, a base monthly rate of Seventeen Thousand Eighty-Four Dollars and Fifty Cents ($17,084.50). This amount shall constitute complete compensation, for the work and PROJECT identified in Exhibits "A" and "B".

B. Payment of Compensation: The CONSULTANT shall be compensated according to the payment billed monthly (at the end of each month). CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY.

IV. AUTHORIZED REPRESENTATIVE

A. CITY: The Director of Public Works shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Administrator or Council of the City of Exeter is specifically required.

B. CONSULTANT: Jason Sherrell, President shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

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

A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or

2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.

3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.

4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.

5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article,

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

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

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:

1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

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

VIII. SUBCONTRACTING

A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.

B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

IX. INDEPENDENT CONTRACTOR

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

X. SPECIFICATIONS

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

XI. DOCUMENTS/DATA

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

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

B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence, confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) is permitted by law to be disclosed in connection with any legal proceedings.

C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII. INDEMNIFICATION AND INSURANCE

A. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONSULTANT's negligence, recklessness or willful misconduct in its performance of its obligations under this agreement or out of the operations conducted by CONSULTANT. In the event the City indemnitees are made party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this agreement, the CONSULTANT shall provide a defense to the City indemnitees, or at the CITY's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the sole negligence or willful misconduct of CITY.

C. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers Compensation and Employer's Liability: CONSULTANT shall maintain Workers' compensation insurance as required by California statutes and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Vendor shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

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

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

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

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

3. Professional Liability Insurance: Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount not less than Two Million Dollars ($2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required of this agreement.

4. Business Automobile Liability: CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than Two Million Dollars ($2,000,000) per occurrence.

D. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.

E. Each insurance policy required by this Agreement shall contain the following clause:

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

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

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

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

F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or

2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or

3. Terminate this Agreement.

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

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

XIII. NON-DISCRIMINATION

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

XIV. MISCELLANEOUS PROVISIONS

A. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.

B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

C. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

D. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.

E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF EXETER	CONSULTANT
100 N. C Street	Attention: Jason Sherrell
Exeter, CA 93221	Phone: 559-575-5627
Attention: City Clerk	Email: jsherrell@gmail.com

F. Jurisdiction/Venue/Waiver Of Removal: This Agreement is entered into and is to be performed in Tulare County, California. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. To the fullest extent permitted by law, the CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.

H. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

M. Firearms Prohibited: Guns may not be carried by contractors /vendors/consultants while working on City of Exeter premises without the expressed written approval of a City of Exeter Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

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

CITY OF EXETER

City Administrator

Approved as to Form

City Attorney

Risk Manager

Project Manager

CONSULTANT

President
Central Cal Waterworks Inc.

Attachments:

Exhibit "A": Scope of Work
Exhibit "B": Project Fees
Exhibit "C": Schedule of Fees for Professional Services

Exhibit "A"
Scope of Work

CONSULTANT shall perform the following:

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

Central Cal Waterworks Inc.

On call 24 hours a day 7 days a week for emergency response to any issues related to the Water and Wastewater Treatment Facility

CITY shall be responsible for the following:

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

Exhibit "B"
Project Fees

CENTRAL CAL
WATERWORKS, INC.

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

OPERATIONS	WASTEWATER MONTHLY	**WORK PREFORMED**
Routine Operations/ Maintenance Labor of WWTF and Water Distribution system	**$9587.50**	Rate is based on one Operator and Chief Plant operator for routine operations of Wastewater Treatment facility. Weekly Sampling of Water system.
Chief Plant Operator Wastewater	**$3,132.00**	Serving as Chief Plant Wastewater Operator
Chief Distribution Operator Water System	**$3,132.00**	Serving as Chief Treatment and Distribution Operator
Monitoring Well sampling	**$1,233.00**	Sampling of monitoring wells
TOTAL MONTHLY	**$17,084.50**	
Emergencies and call outs / non-routine maintenance. Non-Routine / emergency call outs will be from 3:30 PM to 7:30 AM on weekdays. Any call outs on Weekend and Holidays will also be included.	All emergency call outs, and any non-routine operations will be billed on a time and material basis at Central Cal Waterworks Inc. current rate schedule.	

Exhibit "C"
Schedule of Fees for Professional Services

CENTRAL CAL
WATERWORKS, INC.

RATE SCHEDULE EFFECTIVE JANUARY I5th, 2022

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

MANAGEMENT ◊ OPERATIONS ◊ MAINTENANCE

www.centralcalwaterworks.com

CENTCAL-88 DBLILER

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER License # 0E02096
DiBuduo & DeFendis Insurance Brokers, LLC
288 N. L Street
Dinuba, CA 93618

CONTACT NAME: Karl Thiessen
PHONE (A/C, No, Ext): (559) 648-2121 FAX (A/C, No): (559) 648-2120
E-MAIL ADDRESS: Dawn.Bliler@dibu.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atain Specialty Insurance Company	17159
INSURER B : Oregon Mutual	14907
INSURER C : State Compensation Insurance Fund	35076
INSURER D : Admiral Insurance Company	24856
INSURER E :	
INSURER F :	

INSURED
Central Cal Water Works, Inc.
P.O. Box 1088
Auberry, CA 93602

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $1,000 Ded. BI/PD GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER:			BWPF0003561	5/14/2022	5/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CMO923936	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		915800122	5/1/2022	5/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			EO00003770906	5/1/2022	5/1/2023	Deductible $15,000	1,000,000

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

CERTIFICATE HOLDER

Insured - Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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City of Exeter
Department of Public Works

REQUEST FOR PROPOSAL (RFP) 26-03

FOR WASTEWATER AND DRINKING WATER SYSTEM CHIEF OPERATOR

DRAFT

Proposal Due Date: June 10th, 2026

Mark sealed envelope: "City of Exeter RFP 26-03"

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 DISCARDED INTO A SECURE SHRED BIN UNOPENED

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3. **Submission Process** 2
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5. **Proposal Format and Content Guidelines** 7
6. **Selection Procedure** 10
7. **Rating Form**

1. Introduction

The City of Exeter is requesting proposals from qualified firms or individuals to provide Chief Operator services for the City's drinking water and wastewater systems. The selected consultant or firm will serve as the designated certified Chief Operator responsible for regulatory compliance, operational oversight, reporting, technical guidance, and support for the City's utility systems.

The City seeks a qualified operator with extensive experience in municipal water and wastewater operations, California regulatory compliance, and system management. The selected consultant shall work collaboratively with City staff, contract operators, regulators, and other stakeholders to ensure reliable and compliant operation of the City's public utility infrastructure.

2. Background

The City of Exeter is a charter city incorporated in 1911 and located in Tulare County, California. The City has a population of approximately 10,186 residents and provides drinking water and wastewater services throughout the incorporated area.

The City's drinking water system includes:
- Approximately 3,500 residential service connections
- Approximately 272 commercial service connections
- Six (6) active groundwater wells
- Four (4) inactive groundwater wells
- Approximately 47 miles of water distribution pipeline
- One elevated water storage tank
- Multiple pressure zones, fire hydrants, valves, and associated infrastructure

The City's wastewater system includes:
- A municipal wastewater collection system
- A wastewater treatment facility averaging approximately 800,000 gallons per day
- Sewer lift stations and associated infrastructure
- Ongoing operational and capital improvement needs

The City currently contracts portions of the utility operations and seeks professional Chief

DRAFT

Operator oversight to support regulatory compliance, operational efficiency, and long-term system reliability.

3. Submission Process

Requests for Information (RFI)
Questions regarding this RFP shall be directed to:

Zachary Boudreaux
Director of Public Works
Email: pw@exetercityhall.com

Proposers shall not contact other City staff or City Council members regarding this RFP.

Submission Requirements
One (1) original printed proposal, and one electronic PDF copy shall be submitted on a flash drive in a sealed envelope clearly marked:

"City of Exeter RFP 26-01 Chief Operator Services"

Tentative Schedule
• RFP Released: May 20, 2026
• Questions Due: June 3, 2026
• Proposal Due Date: June 10, 2026
• City Council Award Consideration: June 23, 2026

Addenda

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

4. Scope of Services

Wastewater and Drinking Water System Chief Operator Services

The CONSULTANT shall provide professional Chief Operator services for the City of Exeter drinking water and wastewater systems, including but not limited to the following duties and responsibilities:

Drinking Water and Wastewater Operations Oversight

A. Serve as the designated certified Chief Operator for the City's drinking water and wastewater systems.

B. Ensure compliance with all applicable State Water Resources Control Board regulations, permits, reporting requirements, and operational standards.

C. Maintain proper records of the specified visits.

D. In addition to the specified visits, the CONSULTANT must also ensure a means of communication to regulatory agencies in the event of routine or emergency operational problems.

E. Ensure by personal action or by directives to system personnel that system is being operated in a manner that provides for the proper production of wastewater and potable water.

F. Ensure by personal action and by directives to system personnel that all necessary and required routine operational control testing is being performed.

G. Issue notices which include notification to the State Water Resources Control Board regional office, and the local and/or county public health department, per regulatory guidelines.

H. Respond to Agency requests for information, site visits, or any other requested data.

I. Ensure that all DWR permit samples are taken in compliance with California State Water Resources Control Board requirements.

J. Maintain and submit all required reports to the State Water Resources Control Board including required operating records and reports. These records and reports include:

- Discharge Monitoring Reports
- Monthly Operating Reports
- Consumer Confidence Reports (CCR)
- Annual Water Quality Reports
- Any other required compliance documentation

K. Act as Chief Distribution Operator performing the required number of visits (once per week and additional visits as necessary for water system sampling).

L. Maintain proper records of the specified visits.

M. In addition to the specified visits, the contractual operator must also ensure a means of communication for the community water supply and/or regulatory agencies in the event of routine or emergency operational problems.

N. Ensure by personal action or by directives to system personnel that system is being operated in a manner that provides for the proper production and distribution of potable water including, but not limited to:

- Daily well checks
- Chlorine residual testing
- Confirming oil drippers are functioning properly
- Collecting and maintaining well production readings
- Excluding weekend and holiday operational checks where applicable

O. Ensure by personal action and by directives to system personnel that all necessary and required routine operational control testing is being performed.

P. In conjunction and coordination with City staff, issue public notices (when required). This includes notification of affected customers of the City of Exeter's water system, the State Water Resources Control Board regional office, and local and/or county public health department. The State Water Resources Control Board regional office Drinking Water Unit must also be notified in certain situations.

Q. Provide manpower for the collection of all required samples and submission of those samples to a certified laboratory for analyses.

R. Maintain and submit in a timely manner to the Agency all required operating records and reports. These records and reports include:

- Drinking Water Compliance Monitoring Reports
- Discharge Monitoring Reports (if applicable)
- Monthly Operating Reports

S. Provide necessary monetary funds to cover the costs of requirements outlined in this Exhibit A.

T. Ensure that all projects requiring construction and operating permits meet State Contractors Board Agency requirements.

U. Provide a spare parts inventory.

V. Maintain and file for five years all monitoring reports. These records and reports shall include, but are not limited to:

- Annual Water Reports
- Discharge Monitoring Reports
- Monthly Operating Reports

W. Maintain copies of all pertinent reports and records at the treatment plant or other on-site facility.

X. Responsibility for ordering chlorine for potable water system.

Y. Daily well checks on weekends and holidays.

Z. Daily chlorine residual from one representative sample site in system on weekends and holidays.

AA. Maintain daily well production readings on weekends and holidays.

5. Proposal Format and Content Guidelines

The proposal shall include the following sections:

A. General Information
• Firm name, address, and contact information
• Legal structure of organization
• Names and certifications of key personnel
• Business license information
• Proof of required certifications

B. Letter of Transmittal
Include a statement expressing interest in providing services and identifying the authorized representative.

C. Qualifications and Experience
Provide detailed information regarding:
• Experience with municipal drinking water systems
• Experience with municipal wastewater systems
• California certifications and licenses
• Similar projects and agency experience

• References from at least three public agencies

D. Proposed Approach
Describe the proposer's understanding of the project and approach to providing Chief Operator services.

E. Cost Proposal
Provide a detailed cost proposal including:
• Hourly rates
• Monthly retainer costs (if applicable)
• Emergency response rates
• Firm annual cost excluding any additional requested services or emergency response

F. Insurance Requirements
Provide proof of insurance coverage consistent with City requirements.

G. Other Requirements
The City reserves the right to reject any or all proposals, waive informalities, and select the proposal deemed most advantageous to the City.

6. Selection Procedure

7. Selection of the successful proposer shall be based on qualifications, experience, responsiveness, and overall value to the City.

   Evaluation criteria may include:
   • Experience and qualifications
   • Understanding of municipal utility operations
   • Regulatory compliance experience
   • Availability and responsiveness
   • Quality and completeness of proposal
   • References
   • Cost proposal

   The City reserves the right to conduct interviews with shortlisted proposers and negotiate final scope and fees.

The City of Exeter reserves the right to reject any or all proposals and to waive any irregularities or informalities in the proposal process.

Rating Form

Proposer:
Date:
Project #:

Eval Factors	Rating Factor	Score
Capability to perform all aspects of the project	0-10	
Experience and certifications held	0-20	
Proposers reputation and professional background	0-20	
Cost of providing services	0-20	
Ability to meet deadlines	0-10	
Familiarity with and proximity to the grographic location of the project	0-10	
Demonstrate understanding of the projects goal and potential impact	0-10	
	Total 0-100	

C O N T R A C T

SERVICES AGREEMENT
FOR

_____

This Agreement, entered into this _____ day of MONTH 2026, by and between the City of Exeter, hereinafter referred to as the "CITY", and _____,hereinafter referred to as the "PROVIDER".

W I T N E S S E T H

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

WHEREAS, the CITY has the desire to secure certain services to assist in the preparation and completion of the items of work described as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "SERVICES"; and

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

NOW, THEREFORE, CITY and PROVIDER agree as follows:

I. SERVICES TO BE PERFORMED BY THE PROVIDER

A. Authorized Scope of Work: The PROVIDER agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described and the cost identified in Exhibit "A" - Scope of Work

SERVICES.

II. TIME OF PERFORMANCE

The PROVIDER shall commence performance of this Agreement within _____ (___) days of PROVIDER's Notice to Proceed following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion.

If the PROVIDER fails to complete the SERVICES within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the PROVIDER on that basis.

PROVIDER shall not be responsible for delays which are due to causes beyond the PROVIDER's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

III. COMPENSATION

A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the PROVIDER agrees to accept, as payment in full, a monthly sum not to exceed

B. _____ ($_____). This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and SERVICES identified in Exhibit "A".

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C. Payment of Compensation: The PROVIDER shall be compensated monthly no later than thirty (30) days following submission of a written, verified billing invoice to the CITY.

IV. AUTHORIZED REPRESENTATIVE

A. CITY: The City Administrator shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Exeter is specifically required.

B. PROVIDER: _____ shall represent and act as principle for PROVIDER in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

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

A. Termination By Either Party Without Cause: The CITY or PROVIDER may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

B. Termination of Agreement for Cause: The CITY may by written notice to the PROVIDER specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the PROVIDER fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or

2. If the PROVIDER fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

2. The PROVIDER shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the PROVIDER. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather.

3. Should the Agreement be terminated with or without cause, the PROVIDER shall provide the CITY with all finished and unfinished documents, data, photographs, reports, access keys or badges, etc. related to the SERVICES.

4. Upon termination, with or without cause, PROVIDER will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid PROVIDER exceed the total compensation agreed to herein.

5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the PROVIDER was not in default under the provisions of this article, then

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

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

VI. INTEREST OF OFFICIALS AND THE PROVIDER

A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:

1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

B. The PROVIDER hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The PROVIDER further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

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

VIII. SUBCONTRACTING

A. The PROVIDER shall not subcontract or otherwise assign any portion of the SERVICES to be performed under this Agreement without the prior written approval of the CITY.

B. In no event shall the PROVIDER subcontract services in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a PROVIDER performing the particular type of services.

IX. INDEPENDENT CONTRACTOR

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

X. SPECIFICATIONS

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

XI. DOCUMENTS/DATA

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

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

B. Publication: No report, information, or other data given or prepared or assembled by the PROVIDER pursuant to this Agreement, shall be made available to any individual or organization by the PROVIDER without the prior written approval of the CITY. Notwithstanding the foregoing, however, the PROVIDER shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

C. Copyrights: The PROVIDER shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII. INDEMNIFICATION AND INSURANCE

A. To the fullest extent permitted by law, PROVIDER 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 PROVIDER's negligence, recklessness or willful misconduct in its performance of its obligations under this agreement or out of the operations conducted by PROVIDER. In the event the City indemnitees are made party to any action, lawsuit, or other adversarial proceeding arising from PROVIDER's performance of this agreement, the PROVIDER shall provide a defense to the City indemnitees, or at the CITY's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROVIDER agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with PROVIDER's (or PROVIDER's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the sole negligence or willful misconduct of CITY.

C. Without limiting CITY's right to indemnification, it is agreed that PROVIDER shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage placed with insurances approved to do business in California with an AM Best Rating of A-;VII or higher as follows:

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1. Workers Compensation and Employer's Liability: PROVIDER shall maintain Workers' Compensation Insurance as required by California statutes and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident or disease. PROVIDER shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

2. Commercial General Liability: PROVIDER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000) per occurrence, Four million Dollars ($4,000,000) general aggregate, and Two Million Dollars ($2,000,000) products and completed operations aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The general aggregate limit shall apply separately to this SERVICES/location or the general aggregate limit shall be doubled. PROVIDER'S general liability policies shall allow and be endorsed primary and shall not seek contribution from the CITY'S coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. For construction services, an endorsement providing completed operations coverage for the additional insured using ISO form CG 20 37 (or equivalent) is also required. PROVIDER 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.

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

   Coverage shall state PROVIDER 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.

3. Business Automobile Liability: PROVIDER shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than Two Million Dollars ($2,000,000) each accident. The policy shall provide and be endorsed that the City, its officers, officials, employees, agents, and volunteers are included or named as additional insureds. PROVIDER 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.

4. Pollution Liability/Contractors Pollution Liability: PROVIDER shall provide for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than Two Million Dollars ($2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the SERVICES site to the final disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the CITY and its officers, officials, employees, agents, and volunteers as insureds.

5. Professional Liability Insurance: Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount not less than Two Million Dollars ($2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required of this agreement.

D. CITY'S Risk Manager is hereby authorized to modify the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.

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E. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Exeter, 100 N. C Street, Exeter, CA 93221." If a carrier will not provide the required notice of cancellation, the PROVIDER shall provide written notice to the City of a cancellation no later than ten (10) business days before cancellation.

F. Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the PROVIDER.

G. Prior to commencing any work under this Agreement, PROVIDER shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. PROVIDER shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be PROVIDER's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

H. Subcontractors: PROVIDER must enter into a written and executed contract agreement with each of its subcontractors that provide materials, services, or perform work for the PROVIDER under this Agreement. The contract agreement must contain a defense, indemnification and hold harmless provision in favor of the City and its officers, officials, employees, agents, and volunteers. The contract agreement shall also cause the subcontractor to comply with the insurance requirements required of the PROVIDER, including providing an additional insured endorsement for ongoing and, for construction work or services, for completed operations for equal risk level activities and operations as solely determined by the City. The City reserves the right to modify the insurance coverages and limits based on the nature of the risk or other special circumstances PROVIDER shall obtain certificates of insurance and policy endorsements from each of its subcontractors and provide a copy to City upon request.

I. In addition to any other remedies CITY may have if PROVIDER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or

2. Order PROVIDER to stop work under this Agreement and/or withhold any payment(s) which become due to PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof; or

3. Terminate this Agreement.

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

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

XIII. NON-DISCRIMINATION

PROVIDER and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, or any other classification protected by federal or state law, in the performance of this Agreement. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV. MISCELLANEOUS PROVISIONS

A. Asbestos and Hazardous Materials: In providing its services hereunder, PROVIDER shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the SERVICES. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the service location, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify PROVIDER, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to PROVIDER arising therefrom.

B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

C. Prohibition of Assignment: Neither the CITY nor PROVIDER shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

D. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.

E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the PROVIDER, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

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

F. Jurisdiction/Venue/Waiver Of Removal: This Agreement is entered into and is to be performed in Tulare County, California. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The PROVIDER hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the PROVIDER as to those matters contained herein. In case of conflict between any of the terms and conditions of this Agreement and any PROVIDER proposal or attachment, the terms and conditions of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the PROVIDER.

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H. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

M. Firearms Prohibited: Guns may not be carried by contractors /vendors/PROVIDERs while working on City of Exeter premises without the expressed written approval of a City of Exeter Department Head, or an exemption in the contract. If a contractor/vendor/PROVIDER is caught carrying a gun, without City permission, their contract will be terminated.

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

CITY OF EXETER

_____
City Administrator

Approved as to Form

_____
City Attorney

_____
SERVICES Manager

PROVIDER

_____
_____

Attachments:

Exhibit "A": Scope of Work and Schedule of Fees for Services

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Agenda Item Staff Report

Agenda Item Number:	J.1.

For action by:
☒City Council

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

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
May 12, 2026

Wording for Agenda:
Public Hearing to Consider Adoption of Resolution No. 2026-15, A Resolution of the City Council of the City of Exeter, Approving the City of Exeter's Fiscal Year 2026/27 List of Projects Funded by SB 1: The Road Repair and Accountability Act.

Submitting Department:
Public Works

Contact Name:
Zachary Boudreaux, Director of Public Works

Department Recommendation:
City Staff recommends that the City Council adopt Resolution No. 2026-15. Adoption of this resolution is necessary for the City to receive and utilize SB 1 Road Maintenance and Rehabilitation Account (RMRA) funds in Fiscal Year 2026/27. The proposed project list reflects the City's most urgent infrastructure needs and demonstrates compliance with state transparency and accountability requirements.

Summary:
The City of Exeter is eligible to receive an estimated $290,406 in RMRA funding under Senate Bill 1 (SB 1) during Fiscal Year 2026/27. To comply with SB 1 requirements and access these funds, the City must submit an annual list of proposed projects for approval by the City Council and reporting to the California Transportation Commission.

City Staff recommend allocating these funds to the reconstruction of Firebaugh Avenue, a vital roadway improvement project estimated to cost over $6,000,000. This allocation ensures that available funds are applied toward the reconstruction of Firebaugh Avenue. This resolution includes a project timeline and estimate of how long the project will last which are new requirements of the state.

Background:

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

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

For the upcoming fiscal year, Exeter is projected to receive $290,406 and plans to apply these funds along with previous year allocations, toward the Firebaugh Avenue Reconstruction Project.

Firebaugh Avenue is planned for complete reconstruction to begin after the emergency waterline project to Tooleville is completed. The project is currently under design. The projected cost for the project is estimated to exceed $6,000,000. The City needs to continue to plan for the funding of the reconstruction of Firebaugh Avenue ensure readiness for construction and RMRA funds is an available funding source for the project.

Fiscal Impact:

The City will receive an estimated $290,406 in RMRA funding in Fiscal Year 26/27 from SB 1. Those funds, combined with previous allocations, are proposed to be directed to the Firebaugh Avenue Reconstruction project. To date, the City has approximately $1,600,000 allocated to this project.

Prior City Council Actions:

The City Council has previously adopted similar resolutions approving annual project lists for RMRA funding under SB1, most recently on June 24, 2025.

Attachments:

- California City Finance 2026/27 RMRA Funding Estimate
- Resolution 2026-15

Recommended motion to be made by the City Council:

I move to adopt Resolution 2026-15, Approving the City of Exeter's Fiscal Year 2026/27 List of Projects Funded by SB 1: The Road Repair and Accountability Act.

Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide r
Estimated January 2026

	2025-26			2026-27		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
SUTTER COUNTY						
LIVE OAK	279,142	255,606	534,748	284,198	270,989	555,187
YUBA CITY	1,998,978	1,864,591	3,863,569	2,035,859	1,976,807	4,012,666
County of Sutter	4,240,916	4,649,433	8,890,349	4,319,708	4,929,249	9,248,957
Total Cities & County: Sutter	6,519,036	6,769,630	13,288,666	6,639,765	7,177,046	13,816,811
TEHAMA COUNTY						
CORNING	239,957	218,819	458,775	244,285	231,988	476,273
RED BLUFF	425,384	391,905	817,289	433,136	415,491	848,627
TEHAMA	18,039	11,486	29,525	18,266	12,177	30,443
County of Tehama	4,310,399	5,136,169	9,446,568	4,375,913	5,445,278	9,821,191
Total Cities & County: Tehama	4,993,778	5,758,379	10,752,157	5,071,600	6,104,934	11,176,534
TRINITY COUNTY						
County of Trinity	2,379,374	2,707,654	5,087,028	2,412,112	2,870,608	5,282,720
TULARE COUNTY						
DINUBA	741,547	688,771	1,430,318	755,116	730,223	1,485,339
EXETER	298,414	273,920	572,335	303,810	290,406	594,216
FARMERSVILLE	299,594	275,032	574,626	305,011	291,584	596,596
LINDSAY	365,101	336,777	701,878	371,735	357,045	728,780
PORTERVILLE	1,798,721	1,683,804	3,482,525	1,831,891	1,785,140	3,617,031
TULARE	2,062,099	1,932,052	3,994,151	2,100,159	2,048,329	4,148,488
VISALIA	4,141,747	3,889,882	8,031,629	4,218,375	4,123,986	8,342,361
WOODLAKE	231,570	211,858	443,428	235,743	224,609	460,352
County of Tulare	16,798,739	18,422,164	35,220,903	17,110,221	19,530,862	36,641,083
Total Cities & County: Tulare	26,737,532	27,714,260	54,451,792	27,232,063	29,382,182	56,614,245
TUOLUMNE COUNTY						
SONORA	163,250	137,701	300,951	166,147	145,989	312,135
County of Tuolumne	3,594,460	3,605,615	7,200,075	3,658,131	3,822,611	7,480,742
Total City & County: Tuolumne	3,757,710	3,743,316	7,501,026	3,824,278	3,968,599	7,792,877

RESOLUTION NO. 2026-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER APPROVING THE CITY OF EXETER'S FISCAL YEAR 2026/27 LIST OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

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

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

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

WHEREAS, the City, will receive an estimated $290,406.00 in RMRA funding in Fiscal Year 2026/27 from SB 1; and

WHEREAS, this is the 9th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the current balance in the City's RMRA funds is approximately $850,002.28 and

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

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

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

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an at-risk condition and this revenue will help us

increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

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

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

1. The foregoing recitals are true and correct.

   The Firebaugh Avenue Reconstruction will be this years designated project for SB 1 funding.

   The design is currently progressing to 90% construction plans and is expected to cost upwards of $6,000,000. We currently have $1,600,000 allocated to this project, making it imperative that the City of Exeter allocate all possible funds to the project. The project is estimated to begin in December 2026 and estimated to be completed in December 2027 should all go as planned. The estimated useful life of this reconstruction is ~20 years.

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

PASSED AND ADOPTED by the City Council of the City of Exeter this 12th day of May 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.

For action by:
☒City Council

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

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
May 12, 2026

Wording for Agenda:
Consider Appointments to Fill Vacancies on the Measure P Oversight Committee and Provide Direction Regarding Committee Membership Eligibility.

Submitting Department:
Administration

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

Department Recommendation:
Staff recommends that the City Council:

- Consider appointments to fill two (2) vacant positions on the Measure P Oversight Committee; and
- Provide direction regarding the status of a current committee member who no longer meets the eligibility requirements.

Background & Summary:
On November 3, 2020, the voters of the City of Exeter approved Measure P, establishing a one percent (1%) Transactions and Use Tax. On December 8, 2020, the City Council adopted Resolution No. 2021-01 establishing the Measure P Oversight Committee to provide public oversight and promote transparency in the use of Measure P revenues.

On March 24, 2026, the City Council adopted Resolution No. 2026-08, amending the eligibility requirements for committee membership to clarify that members must either:

- Reside within the incorporated City limits of Exeter; or
- Be a business owner or operator whose business is physically located within the incorporated City limits.

As well as removed the familial relationship with City Council Members clause.

Following adoption of Resolution No. 2026-08, the City reopened the application period for the Measure P Oversight Committee for thirty (30) days. The application period closed on April 30, 2026.

During this recruitment period, the City received three (3) applications from individuals who meet the updated eligibility requirements:

1. Lulu Belk, Exeter resident
2. Seth Conrad, Exeter resident
3. Denno Daly, Exeter resident

All three applicants reside within the incorporated City limits and are eligible for appointment in accordance with Resolution No. 2026-08.

In addition, staff conducted a review of the current committee roster and verified eligibility of existing members in accordance with Resolution No. 2026-08. Based on that review, the following changes have occurred:

- Veronica Casanova – Previously resigned, creating one vacancy
- Troy Kadin – Resigned effective April 30, 2026, creating a second vacancy
- William Stimpel (Chair) – Currently serving but does not reside within the incorporated City limits and does not meet the updated eligibility requirements

As a result of Mr. Kadin's resignation, there are currently two (2) confirmed vacancies.

Per Resolution No. 2021-01, all members of the Measure P Oversight Committee serve at the pleasure of the City Council, and the City Council retains authority to appoint and remove members as necessary.

With respect to the current vacancies, the City Council may appoint up to two (2) qualified applicants to fill the open positions.

With respect to the current Measure P Committee Chair, Mr. William Stimpel, the City Council may choose from the following options:

- Allow Mr. Stimpel to complete his current term; or
- Remove and replace the member in line with the eligibility requirements established by Resolution No. 2026-08; or
- Provide alternative direction to Staff

If the City Council elects to remove and replace the position, one of the current applicants may be considered for appointment to that seat.

Staff is seeking direction from the City Council on how to proceed with this position prior to finalizing all appointments.

Fiscal Impact:

There is no fiscal impact associated with this item.

Prior City Council Actions:

- March 10, 2026 – Council direction to clarify eligibility requirements
- March 24, 2026 – Adoption of Resolution No. 2026-08 amending eligibility requirements and committee composition

Attachments:

- Resolution No. 2021-01
- Resolution No. 2026-08
- Measure P Citizens Oversight Committee Roster
- Received Applications

Recommended motion to be made by the City Council:

I move to appoint_____to fill the current vacancies on the Measure P Oversight Committee and provide direction regarding the remaining member position.

RESOLUTION 2021-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER ESTABLISHING AN INDEPENDENT CITIZEN'S OVERSIGHT COMMITTEE CHARGED TO ADVISE THE CITY COUNCIL REGARDING THE EXPENDITURE OF GENERAL FUND REVENUES DERIVED FROM THE TRANSACTIONS AND USE TAX FOR POLICE, STREET MAINTENANCE, PARK MAINTENANCE, YOUTH RECREATIONAL PROGRAMS AND OTHER SERVICES

WHEREAS, Ordinance No. 694, hereinafter known as the *City of Exeter Transactions and Use Tax Ordinance of 2020,* appeared on the November 3, 2020 Consolidated General Election ballot as Measure P; and

WHEREAS, on November 3, 2020 Exeter voters passed Measure P with a 69.78% approval; and

WHEREAS, the Exeter City Council reaffirmed the adoption of Ordinance No. 694 on December 8, 2020, imposing a retail transactions and use tax in accordance with the provisions of Part 1.6 And Part 1.7 of Division 2 of the Revenue and Taxation Code that authorizes the City of Exeter to adopt a tax ordinance that shall become operative if a simple majority of the electors voting on the measure vote to approve the tax at an election called for that purpose; and

WHEREAS, Ordinance No.694 imposes, upon all retailers in the incorporated territory of the City of Exeter, a transactions and use tax at the rate of one 1 percent (1.0%) of the gross receipts of any retailer from the sale of all tangible personal property subject to the State sales and use tax; and

WHEREAS, the tax imposed by Measure P is a general tax, the proceeds of which are to provide a source of revenue to maintain local City services; and

WHEREAS, revenues generated by Measure P shall be accounted for and paid into a separate fund or account designated to maintain local City services; and

WHEREAS, by Ordinance No. 694 the City adopted that an annual Expenditure Plan may be amended from time to time by a majority vote of the City Council; and

WHEREAS, the Exeter City Council declares that public participation is essential to ensuring the effective implementation of priority goals and objectives and the appropriate expenditure of General Fund revenues to maintain local City services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Exeter hereby directs formation of an independent citizen's oversight committee as follows:

A. **Name:** The committee shall be known as the *Measure P Oversight Committee.*

B. Purpose

1. *Oversight:* Provide that certain spending decisions and priorities in proposed annual expenditure plans are subject to direct oversight and review.

2. *Review and Provide Opinions:* To review the annual revenues from the *City of Exeter Transactions and Use Tax* and the proposed annual budget expenditures and present opinions to the Council regarding the expenditures being consistent with the desires of the community.

C. Charge of Committee

1. *Monitoring of expenditures:* To monitor the expenditure of revenues derived from the Transactions and Use Tax and keep the public informed about the expenditures.

The charge of the committee may be revised from time-to-time by the Exeter *City* Council.

D. Powers: The Exeter *City* Council empowers the committee with the following powers:

1. *Oversight:* Oversight responsibility to review Measure P expenditures related to certain spending decisions and priorities to maintain City services.

2. *Review financial statements:* Authority to review independent financial audits of the *City of Exeter* which includes the *Transactions and Use Tax.*

3. *Review of General Fund Budgets:* Authority to review *City of Exeter Transactions and Use Tax* proposed budgets.

4. ***The committee shall not have the authority to direct or mandate as follows:*** The committee does not have authority to direct or mandate action by the City Council on any such matters that may fall under its oversight power and authority to review. The committee has oversight concerning whether proposed expenditures are consistent with the desires of the community and has no power to direct how General Fund moneys are spent. The City Council retains its authority to make such decisions and determinations and may establish separate advisory groups for such purposes. The City Council shall also retain discretion and flexibility in what it asks, directs, or allows the committee to address.

E. Committee Operations

1. *Establishing the committee:* The committee is established by the Exeter City Council pursuant to Ordinance 694 based on voter approval of Measure P in the November 3, 2020 Consolidated General Election. All committee members shall serve at the discretion and pleasure of the City Council.

2. *First meeting:* The committee shall hold its first meeting prior to adoption of the City's 2020/2021 mid-year budget adjustment.

3. *Open meeting requirements:* Meetings of the committee are subject to the open meeting requirements of the *Ralph M. Brown Act.* Meetings shall be noticed and open to the public.

4. *Annual report:* The committee shall issue an annual report of its conclusions. Minutes and reports of the committee are a matter of public record. Reports and minutes of the committee shall be published on the City of Exeter website.

5. *Meet at least once annually:* The committee shall meet at least once annually prior to Council adoption of the City budget.

6. *Quorum:* The committee shall make decisions by a simple majority vote of those members in attendance.

7. *Record:* The committee shall maintain a record of its meetings.

8. *Location of meetings:* The committee shall meet in the Council Chambers at 137 N. F Street, Exeter, California, at a time convenient to members and the public or at some other location designated by the committee and available to the public. While still required by the pandemic and allowed through California Executive Order N-29-20 dated March 17, 2020, the meetings will be conducted using electronic means through electronic teleconferencing such as Zoom.

9. *Officers:* The committee shall elect a chairperson, vice chairperson, and secretary.

10. *Effective operation of meetings:* The Exeter City Council charges the committee to establish additional operating procedures as necessary for the effective operation of committee meetings.

11. *Administrative staff:* The City Administrator or his designee will provide necessary administrative and technical assistance to the committee.

12. *Resources available to the committee:* The committee shall be provided the resources to publicize its opinions to a page on the City of Exeter website.

F. Committee Composition: The committee shall consist of 7 members as follows:

1. *City Council Appointments:* Applications will be received by the City for positions on the committee and those applications would be reviewed by the Council for consideration of appointment. A majority vote of the Council will establish the committee appointments. The appointees may be a resident of Exeter, a business owner or operator. All future appointments to the committee shall be by a majority vote of the Council.

2. *Criteria for appointment:* No member of the City Council, employee of the City, or immediate family member of a City Council Member or employee of the City may serve on the committee.

3. *Length of appointment; rescission of appointment:* For the establishment of the first committee, the appointees will be assigned to a two-year term or a four-year term. There shall be as close as possible to the same number of two-year and four-year term appointments. Subsequent members of the committee shall be appointed for a four-year term and shall serve until such time that his or her term is completed, or until such time that his or her appointment is rescinded by a simple majority vote of the City Council. It is provided that a member of the committee may resign at any time at his or her discretion. If an appointee is chosen to fill a leaving member's position prior to the end of the term, the appointee shall serve until the end of that term.

4. *Recommendation to remove by committee:* Members of the committee, by majority vote, may recommend to the Exeter City Council removal of a committee member for the following reasons: (1) malfeasance; or (2) repeated absence. The definition of repeated absence shall be determined by the Exeter City Council.

5. *Appointment of new members:* At the next regularly scheduled City Council meeting, the Council shall act to replace members of the committee in the event of removal, resignation, disability or death.

6. *Dissolution of committee:* Dissolution of the committee shall occur in the event the *City of Exeter Transactions and Use Tax* is revoked or otherwise rendered invalid or at the discretion of the Exeter City Council.

PASSED, ADOPTED AND APPROVED this 8th day of December 2020 by the following vote:

AYES: Hails; Alves; Mills; Waterman-Philpot; and Sally
NOS: n/a
ABSTAIN: n/a
ABSENT: n/a

Barbara Sally
MAYOR

ATTEST:
Shonna Oneal
CITY CLERK Shonna Oneal

RESOLUTION NO. 2026-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER AMENDING RESOLUTION NO. 2021-01 REGARDING ELIGIBILITY REQUIREMENTS AND COMMITTEE COMPOSITION FOR THE MEASURE P OVERSIGHT COMMITTEE

WHEREAS, on November 3, 2020, the voters of the City of Exeter approved Measure P, adopting Ordinance No. 694 establishing a one percent (1%) Transactions and Use Tax; and

WHEREAS, on December 8, 2020, the City Council adopted Resolution No. 2021-01 establishing the Measure P Oversight Committee to provide public oversight and promote transparency in the use of Measure P revenues; and

WHEREAS, Resolution No. 2021-01 provides that members of the Measure P Oversight Committee may be "a resident of Exeter, a business owner or operator," but does not expressly state whether residency or business ownership must be located within the incorporated City limits of Exeter; and

WHEREAS, the City Council desires to clarify the eligibility requirements for appointment to the Measure P Oversight Committee to ensure the committee reflects individuals and businesses located within the incorporated City limits of Exeter; and

WHEREAS, the City Council has also determined that the provision in Resolution No. 2021-01 prohibiting individuals who have a familial relationship with members of the City Council from serving on the committee is unnecessary and overly restrictive for this advisory oversight committee and should be removed; and

WHEREAS, the City Council finds that amending Resolution No. 2021-01 will provide clearer guidance regarding committee eligibility and composition moving forward.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EXETER DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Amendment to Eligibility Requirements
The eligibility requirements for appointment to the Measure P Oversight Committee contained in Resolution No. 2021-01 are hereby amended to clarify that committee members shall be:

- Individuals residing within the incorporated City limits of Exeter; or
- Business owners or operators whose businesses are physically located within the incorporated City limits of Exeter.

SECTION 2. Removal of Familial Relationship Restriction

Any language contained in Resolution No. 2021-01 restricting individuals who have a familial relationship with members of the City Council from serving on the Measure P Oversight Committee is hereby removed.

SECTION 3. Remaining Provisions
Except as expressly amended by this Resolution, all other provisions of Resolution No. 2021-01 shall remain in full force and effect. Resolution No. 2021-01 is attached hereto as Exhibit A to this Resolution.

SECTION 4. Effective Date
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Exeter this 24th day of March 2026 by the following vote:

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

_____

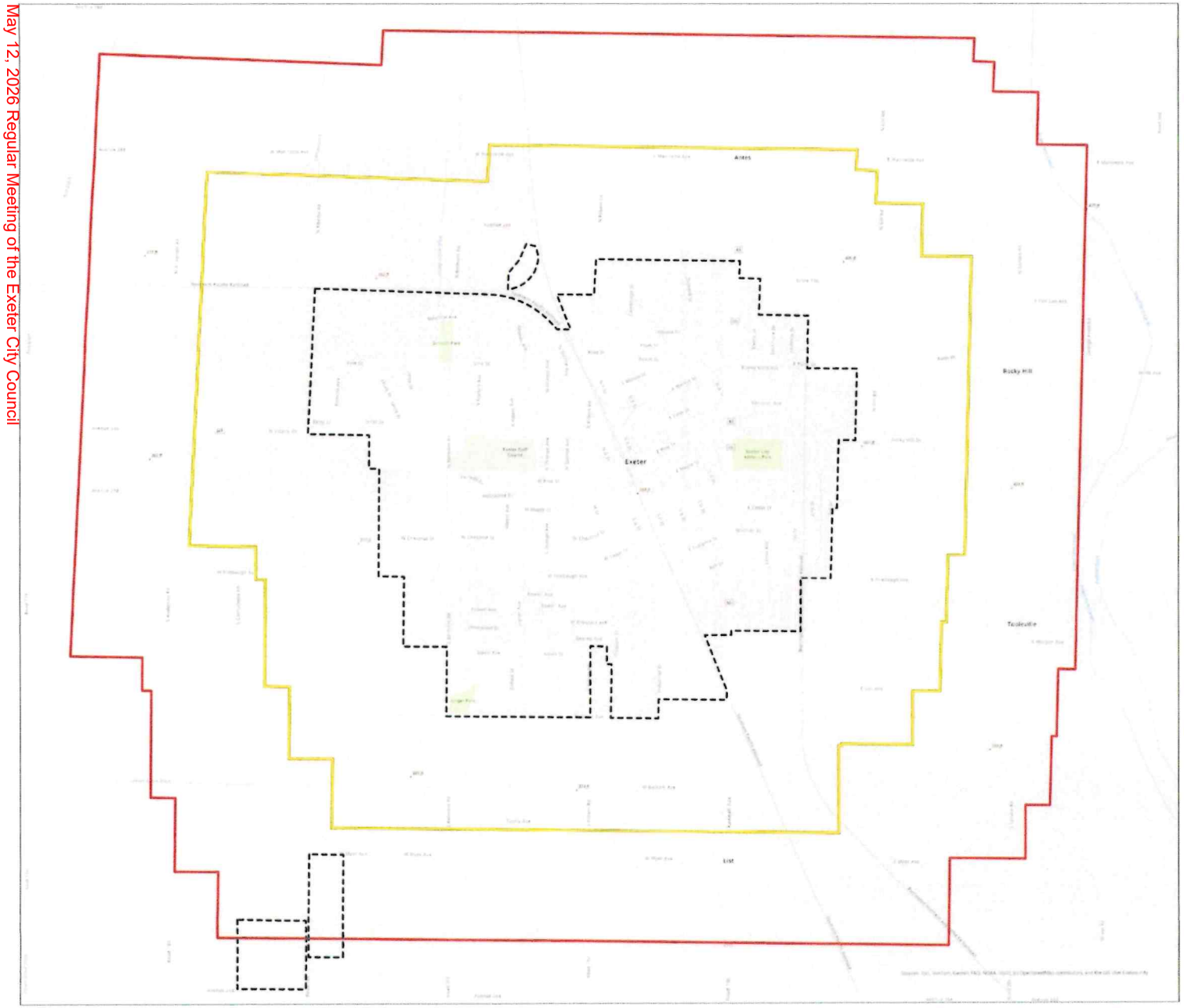
Jacob Johnson, Mayor

ATTEST:

_____

Francesca Quintana, City Clerk

CITY OF EXETER
CITY LIMITS



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0 0.25 0.5 Miles

Legend

- Exeter City Limits
- 0.5 Mile Offset
- 1.0 Mile Offset

RESOLUTION 2021-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER ESTABLISHING AN INDEPENDENT CITIZEN'S OVERSIGHT COMMITTEE CHARGED TO ADVISE THE CITY COUNCIL REGARDING THE EXPENDITURE OF GENERAL FUND REVENUES DERIVED FROM THE TRANSACTIONS AND USE TAX FOR POLICE, STREET MAINTENANCE, PARK MAINTENANCE, YOUTH RECREATIONAL PROGRAMS AND OTHER SERVICES

WHEREAS, Ordinance No. 694, hereinafter known as the *City of Exeter Transactions and Use Tax Ordinance of 2020,* appeared on the November 3, 2020 Consolidated General Election ballot as Measure P; and

WHEREAS, on November 3, 2020 Exeter voters passed Measure P with a 69.78% approval; and

WHEREAS, the Exeter City Council reaffirmed the adoption of Ordinance No. 694 on December 8, 2020, imposing a retail transactions and use tax in accordance with the provisions of Part 1.6 And Part 1.7 of Division 2 of the Revenue and Taxation Code that authorizes the City of Exeter to adopt a tax ordinance that shall become operative if a simple majority of the electors voting on the measure vote to approve the tax at an election called for that purpose; and

WHEREAS, Ordinance No.694 imposes, upon all retailers in the incorporated territory of the City of Exeter, a transactions and use tax at the rate of one 1 percent (1.0%) of the gross receipts of any retailer from the sale of all tangible personal property subject to the State sales and use tax; and

WHEREAS, the tax imposed by Measure P is a general tax, the proceeds of which are to provide a source of revenue to maintain local City services; and

WHEREAS, revenues generated by Measure P shall be accounted for and paid into a separate fund or account designated to maintain local City services; and

WHEREAS, by Ordinance No. 694 the City adopted that an annual Expenditure Plan may be amended from time to time by a majority vote of the City Council; and

WHEREAS, the Exeter City Council declares that public participation is essential to ensuring the effective implementation of priority goals and objectives and the appropriate expenditure of General Fund revenues to maintain local City services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Exeter hereby directs formation of an independent citizen's oversight committee as follows:

A. **Name:** The committee shall be known as the *Measure P Oversight Committee.*

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1. *Oversight:* Provide that certain spending decisions and priorities in proposed annual expenditure plans are subject to direct oversight and review.

2. *Review and Provide Opinions:* To review the annual revenues from the *City of Exeter Transactions and Use Tax* and the proposed annual budget expenditures and present opinions to the Council regarding the expenditures being consistent with the desires of the community.

C. Charge of Committee

1. *Monitoring of expenditures:* To monitor the expenditure of revenues derived from the Transactions and Use Tax and keep the public informed about the expenditures.

The charge of the committee may be revised from time-to-time by the Exeter *City* Council.

D. Powers: The Exeter *City* Council empowers the committee with the following powers:

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3. *Review of General Fund Budgets:* Authority to review *City of Exeter Transactions and Use Tax* proposed budgets.

4. ***The committee shall not have the authority to direct or mandate as follows:*** The committee does not have authority to direct or mandate action by the City Council on any such matters that may fall under its oversight power and authority to review. The committee has oversight concerning whether proposed expenditures are consistent with the desires of the community and has no power to direct how General Fund moneys are spent. The City Council retains its authority to make such decisions and determinations and may establish separate advisory groups for such purposes. The City Council shall also retain discretion and flexibility in what it asks, directs, or allows the committee to address.

E. Committee Operations

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2. *First meeting:* The committee shall hold its first meeting prior to adoption of the City's 2020/2021 mid-year budget adjustment.

3. *Open meeting requirements:* Meetings of the committee are subject to the open meeting requirements of the *Ralph M. Brown Act.* Meetings shall be noticed and open to the public.

4. *Annual report:* The committee shall issue an annual report of its conclusions. Minutes and reports of the committee are a matter of public record. Reports and minutes of the committee shall be published on the City of Exeter website.

5. *Meet at least once annually:* The committee shall meet at least once annually prior to Council adoption of the City budget.

6. *Quorum:* The committee shall make decisions by a simple majority vote of those members in attendance.

7. *Record:* The committee shall maintain a record of its meetings.

8. *Location of meetings:* The committee shall meet in the Council Chambers at 137 N. F Street, Exeter, California, at a time convenient to members and the public or at some other location designated by the committee and available to the public. While still required by the pandemic and allowed through California Executive Order N-29-20 dated March 17, 2020, the meetings will be conducted using electronic means through electronic teleconferencing such as Zoom.

9. *Officers:* The committee shall elect a chairperson, vice chairperson, and secretary.

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F. Committee Composition: The committee shall consist of 7 members as follows:

1. *City Council Appointments:* Applications will be received by the City for positions on the committee and those applications would be reviewed by the Council for consideration of appointment. A majority vote of the Council will establish the committee appointments. The appointees may be a resident of Exeter, a business owner or operator. All future appointments to the committee shall be by a majority vote of the Council.

2. *Criteria for appointment:* No member of the City Council, employee of the City, or immediate family member of a City Council Member or employee of the City may serve on the committee.

3. *Length of appointment; rescission of appointment:* For the establishment of the first committee, the appointees will be assigned to a two-year term or a four-year term. There shall be as close as possible to the same number of two-year and four-year term appointments. Subsequent members of the committee shall be appointed for a four-year term and shall serve until such time that his or her term is completed, or until such time that his or her appointment is rescinded by a simple majority vote of the City Council. It is provided that a member of the committee may resign at any time at his or her discretion. If an appointee is chosen to fill a leaving member's position prior to the end of the term, the appointee shall serve until the end of that term.

4. *Recommendation to remove by committee:* Members of the committee, by majority vote, may recommend to the Exeter City Council removal of a committee member for the following reasons: (1) malfeasance; or (2) repeated absence. The definition of repeated absence shall be determined by the Exeter City Council.

5. *Appointment of new members:* At the next regularly scheduled City Council meeting, the Council shall act to replace members of the committee in the event of removal, resignation, disability or death.

6. *Dissolution of committee:* Dissolution of the committee shall occur in the event the *City of Exeter Transactions and Use Tax* is revoked or otherwise rendered invalid or at the discretion of the Exeter City Council.

PASSED, ADOPTED AND APPROVED this 8th day of December 2020 by the following vote:

AYES: Hails; Alves; Mills; Waterman-Philpot; and Sally
NOS: n/a
ABSTAIN: n/a
ABSENT: n/a

Barbara Sally
MAYOR

ATTEST:
Shonna Oneal
CITY CLERK Shonna Oneal

Measure P Oversight Committee Roster

	Name	Term Ending	Notes
1	Brittany Shull	Jan-29	
2	Patricia Thompson	Jan-29	
3	Lisa Lentz	Jan-29	
4	PK Whitmire	Jan-29	
5	William Stimple	Jan-27	Does not meet current eligibility criteria
6	Veronica Casanova	Jan-27	Resigned effective 11/14/25
7	Troy Kadin	Jan-27	Resigned effective 4/30/26

City of Exeter Measure P Citizens Oversight Committee Application

Completed applications must be submitted via email to the Exeter City Clerk by ***4:00 PM on March 6, 2026***. Applications may be submitted in person at City Administration located at 100 N. C St. in Exeter California or via email to the City Clerk at fquintana@exetercityhall.com.

Applicant Information

Name: Denno Daly Date: 03/06/2026

Address: [redacted], Exeter, CA 93221

Email: [redacted] Phone Number: [redacted]

Application Questions

Briefly explain why you are interested in serving on the Measure P Citizens Oversight Committee.

I am a lifelong Exeter resident who has seen the ebbs and flows of our Police Force and city government. What was once a robust and well-trained police force, currently lacks the resources to optimally perform their duties. I would like to insure the safety and our future of our town, and I feel this is the greatest way to do that.

Briefly explain your qualifications or area of demonstrated expertise to serve on the Committee.

As a former retail manager, I had to manage and budget department resources, and stick to very strict labor and loss prevention costs. Currently, as a telecommunications foreman, I manage and direct the allocation of company monetary resources, labor costs, and project timelines.

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge. I hereby certify my commitment to serve on the Measure P Citizens Oversight Committee if appointed.

[redacted]

Signature

03/06/2026

Date

Received 4/30/26

City of Exeter Measure P Citizens Oversight Committee Application

Completed applications must be submitted via email to the Exeter City Clerk by ***4:00 PM on April 30, 2026***. Applications may be submitted in person at City Administration located at 100 N. C St. in Exeter California or via email to the City Clerk at fquintana@exetercityhall.com.

Applicant Information

Name: Lulu Belk Date: 4-22-26

Address: [redacted] Exeter, CA 93221

Email: [redacted] Phone Number: [redacted]

Application Questions

Briefly explain why you are interested in serving on the Measure P Citizens Oversight Committee.

I have lived in Exeter for many years and am raising children here. I would like to have a voice in the community.

Briefly explain your qualifications or area of demonstrated expertise to serve on the Committee.

I have worked at the State of California in the office for many years.

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge. I hereby certify my commitment to serve on the Measure P Citizens Oversight Committee if appointed.

[redacted]

Signature

4-22-26

Date

City of Exeter Measure P Citizens Oversight Committee Application

Completed applications must be submitted via email to the Exeter City Clerk by ***4:00 PM on April 30, 2026***. Applications may be submitted in person at City Administration located at 100 N. C St. in Exeter California or via email to the City Clerk at fquintana@exetercityhall.com.

Applicant Information

Name: Seth Conrad Date: 3/26/26

Address: [redacted]

Email: [redacted] Phone Number: [redacted]

Application Questions

Briefly explain why you are interested in serving on the Measure P Citizens Oversight Committee.

I willing to volunteer to help Exeter continue to be a great city. I look forward to having input on community priorities.

Briefly explain your qualifications or area of demonstrated expertise to serve on the Committee.

I have experience reviewing budgets and reading financial documentation.

I am a city resident.

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge. I hereby certify my commitment to serve on the Measure P Citizens Oversight Committee if appointed.

[redacted]

Signature

3/26/26

Date

Measure P Oversight Committee – Application Requirements

The City of Exeter is seeking qualified applicants to serve on the Measure P Oversight Committee, which provides public oversight and promotes transparency in the use of Measure P (Transactions and Use Tax) revenues.

Eligibility Requirements:
Applicants must meet one (1) of the following criteria:

- Be a resident within the incorporated City limits of Exeter; **OR**
- Be a business owner or operator whose business is physically located within the incorporated City limits of Exeter

Committee Role and Responsibilities:
The Measure P Oversight Committee serves in an advisory capacity and is responsible for:

- Monitoring expenditures of Measure P revenues
- Reviewing financial audits and budget information related to the tax
- Providing input to the City Council regarding whether expenditures align with community priorities

Committee Composition and Terms:

- The committee consists of seven (7) members appointed by the City Council
- Members serve at the discretion of the City Council
- Terms are generally four (4) years, with some initial staggered terms

*This current vacancy serves for the term ending January 2027

Meeting Requirements:

- The committee meets at least once annually, typically prior to City Council adoption of the budget
- Additional meetings may be scheduled as needed

Agenda Item Staff Report

Agenda Item Number: **J.3.**

For action by:
☒City Council

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

Review:
City Administrator
(Initials Required)

J.R.

Meeting Date:
May 12, 2026

Wording for Agenda:
Consider Authorizing Staff to Proceed with the Well 12 Rehabilitation Project, Including Pump and Motor Replacement, and Authorize a Sole Source Procurement through Kaweah Pump.

Submitting Department:
Public Works

Contact Name:
Zachary Boudreaux, Director of Public Works

Department Recommendation:
Staff recommends that the City Council:

- Authorize staff to proceed with the Well 12 Rehabilitation Project, including pump and motor replacement, with a total project budget not-to-exceed $120,000.00; and
- Authorize sole source procurement through Kaweah Pump due to the urgent operational need and timing constraints associated with the formal bidding process.

Summary:
Well 12 is a critical groundwater production asset that has experienced a measurable decline in efficiency and output due to age-related wear and mineral accumulation. Recently, Well 12 has shown reduced production. Rehabilitation of Well 12 to restore its operational capacity is the most efficient option to improve water system supply.

Timely completion of this work will:

- Restore pumping efficiency and production capacity
- Help maintain more consistent system pressure throughout the distribution network
- Reduce the risk of unexpected equipment failure
- Extend the useful life of existing infrastructure
- Avoid significantly higher costs associated with full well replacement

Staff estimates that this project will not exceed $120,000.00.

Background:

The City's water system relies on a network of groundwater wells to provide a safe, reliable, and consistent potable water supply to residents and businesses. Well 12 was developed in 2002 and plays an essential role in supporting overall production capacity and maintaining adequate system pressure across the distribution system.

Routine monitoring and operational data indicate that Well 12 is experiencing declining performance. This condition is typical for groundwater wells over time and is primarily attributed to:

- Mineral encrustation restricting water flow
- Sediment buildup reducing efficiency
- Mechanical wear of pumps, motors, and associated components

If left unaddressed, these conditions will continue to worsen, leading to further reduced water production, increased strain on other system wells, and a heightened risk of service disruptions—particularly during high-demand periods such as the summer season.

The proposed rehabilitation by Kaweah Pump is a comprehensive approach designed to restore the well to optimal operating condition. Anticipated work includes:

- Removal, inspection, and testing of the pump and motor
- Mechanical and chemical cleaning of the well casing and screens
- Replacement of worn or failing components including pump, motor, and control components
- Performance testing to verify restored capacity and efficiency
- Water quality testing to ensure safe drinking water standards are met

Over the past months, the City of Exeter water system has been significantly impacted by the loss of Well 9. After a downhole collapse, Well 9 began to pump sand, air, and reduced water production down to approximately 100 gallons per minute (gpm) from its previous 600gpm. This puts our system at a net loss of 500gpm compared to summer of 2025 which in itself resulted in reduced pressure throughout the system.

The City of Exeter municipal code requires that any project over a total value of $75,000 be placed on open formal public bid. However, given the emergency nature of the situation and immediate demand for water production, Staff is recommending authorization to sole source this work to Kaweah Pump Inc. Kaweah Pump Inc. is familiar with the City's water system and would be able expedite well repair. The City is nearing the peak summer season demand and it is critical to restore water production capacity. This rehabilitation strategy is operationally and financially prudent. Addressing the issue now minimizes the likelihood of emergency failures, reduces long-term maintenance costs, and preserves the City's existing infrastructure investment.

Fiscal Impact:

- **Total Project Cost:** Estimated Not-to-Exceed $120,000.00
- **Funding Source:** Water Capital Improvement Program (CIP) and Enterprise Funds
- **Budget Status:** Funds are available and appropriated within existing budgets

This project represents a cost-effective alternative to full well replacement, which would require significantly greater capital investment.

Prior City Council Actions:

None associated with this action.

Attachments:

None.

Recommended motion to be made by the City Council:

I move to authorize staff to proceed with the Well 12 Rehabilitation Project, including pump and motor replacement, with a total project budget not-to-exceed $120,000.00; and authorize a sole source procurement through Kaweah Pump.