



EXETER CITY COUNCIL REGULAR MEETING AGENDA

May 26, 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 26, 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. 54956.9(d)(1) Conference with Legal Counsel
Re: Existing Litigation – One (1) Case:
Aimee Grant v. City of Exeter, et al. Tulare County Superior Court No. VCU334919
2. GC 54957.6 – Conference with Labor Negotiations
Agency Negotiator: Shelline Bennett and Jason Ridenour
Employee Groups: All Represented and Unrepresented Employees

7:00 p.m.

D. CALL TO ORDER REGULAR SESSION

E. INVOCATION

F. PLEDGE OF ALLEGIANCE

G. PUBLIC COMMENTS

This is the time for citizens to comment on subject matters that are not on the agenda that are within the jurisdiction of the Exeter City Council. In compliance with public meeting laws, Council cannot discuss topics that are not included on the published agenda. This is also the time for citizens to comment on items listed on the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Public comments related to all pulled Consent Calendar Items and all Individual Business or Public Hearing Items that are listed on this agenda will be heard at the time that item is discussed or at a time the Public Hearing is opened for comment.

In fairness to all who wish to speak tonight, comments shall be limited to five (5) minutes for each individual, ten (10) minutes for an individual representing a group, and thirty (30) minutes overall for the entire public comment period, unless otherwise indicated by the Mayor. Although not required, speakers are asked to begin their comments by stating their name and city of residence.

H. SPECIAL PRESENTATIONS

1. CenCal APA Award Presentation
Presented by Christine Chavez, CenCal APA Awards Chair

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 May 6, 2026, Special Meeting Minutes (pp. 5 – 9)
2. Approval of May 12, 2026, Regular Meeting Minutes (pp. 10 – 11)
3. Approval of the Payment of Bills for May 15, 2026 (pp. 12 – 18)
4. Approval of Payroll for the Period of April 20, 2026, through May 3, 2026 (pp. 19 – 25)
5. Adoption of **Resolution 2026-17**, A Resolution of the City Council of the City of Exeter, Authorizing Investment of Monies in the Local Agency Investment Fund (LAIF) with the State of California State Treasurer and Officers for the City of Exeter's Investment Account (pp. 26 – 29)
6. Approval of a Request for Street Closures for the Annual National Night Out Event Hosted by the Exeter Police Department in Collaboration with NSE Insurance on August 4, 2026 (pp. 30 – 32)
7. Approve a Street Closure Request from the Exeter Kiwanis Club for a Wading Pool Dedication Ceremony on Sunday, June 7, 2026, and Independence Day Event on July 4, 2026 (pp. 33 – 47)
8. Adoption of **Resolution No. 2026-18**, A Resolution of the City Council of the City of Exeter, Approving a One-Year Extension to the Agreement with Community Services and

Employment Training, Inc. (CSET) for Use of the Exeter Carnegie Building and Authorizing Execution of the First Addendum to Agreement (pp. 48 – 59)

9. Accept and Approve the City of Exeter’s Response to the Tulare County Civil Grand Jury Report Titled “Exeter Measure P Review” and Authorize the Mayor to sign the Response Letter for Submission in Accordance with California Penal Code Section 933.05 (pp. 60 – 68)
10. Receive and File the City Treasurer’s Report for March 2026 (pp. 69 – 72)

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 Continued Participation in Tulare County Economic Development Corporation (pp. 73 – 74)
Presented by Michael Washam, Associate Director Tulare County Resource Management Agency
2. Consider Rejection of all Bids Received for City of Exeter Request for Bids (RFB) No. 26-01 for the 2026 Reclamite Project and Authorize Staff to Reissue RFB No. 26-01 (pp. 75 – 168)
Presented by Zachary Boudreaux, Public Works Director
3. Consideration of Canceling the July 14, 2026, Regular City Council Meeting (pp. 169 – 171)
Presented by Jason Ridenour, City Administrator

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 22, 2026, and online on the [City of Exeter website](#).



Francesca Quintana, City Clerk

In compliance with the Americans with Disabilities Act, and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the City Clerk (559)592-9244. Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet. (28 CFR 35.102-35. 104 ADA Title II).

Materials related to an item on this Agenda submitted to the legislative body after distribution of the agenda packet are available for public inspection at City of Exeter, Administration Office 100 N. C St., Exeter CA 93221 during normal business hours.



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

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

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

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS

No public comments were presented.

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

1. GC 54957.6 – Conference with Labor Negotiations
Agency Negotiator: Shelline Bennett 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

Mayor Johnson called the regular session to order at 07:16 p.m. City Attorney Lew noted for the record that there was no reportable action taken out of closed session.

E. INVOCATION

Led by Mayor Johnson.

F. PLEDGE OF ALLEGIANCE

Led by Council Member Alves.

G. PUBLIC COMMENT

No public comments were presented.

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)

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

J. INDIVIDUAL BUSINESS ITEMS

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

1. 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

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

Mayor opened the public hearing at 7:20 p.m., receiving no public comments, the Mayor closed the public hearing at 7:20 p.m.

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.							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
JOHNSON	ALVES	(5-0)	AYE	AYE	AYE	AYE	AYE

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

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.

Council provided direction to allow Chair Stimpel to serve the remainder of his term on the committee.

Mayor Pro Tem Wilson nominated to appoint Lulu Belk and Denno Daly to the vacant positions.

Motion for William Stimpel to Serve the Remainder of his Term on the Committee and Appoint Lulu Belk and Denno Daly to the Vacant Positions.							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	LENTZ	(5-0)	AYE	AYE	AYE	AYE	AYE

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

Public Works Director 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 to Authorize Staff to Proceed with the Well 12 Rehabilitation Project, including Pump and Motor Replacement, and to Authorize a Sole Source Procurement through Kaweah Pump.							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
ALVES	RIDDLE	(5-0)	AYE	AYE	AYE	AYE	AYE

K. CITY COUNCIL ITEMS OF INTEREST

Council Member Alves reported attending the welcome event for the new Chamber of Commerce Director. He also shared that he recently hosted friends visiting from a foreign country and brought them to experience the City’s Farmers Market. Council Member Alves further reported attending the joint meeting between the City of Exeter and the Exeter Unified School District Board and expressed enthusiasm for future collaboration opportunities with the school district.

Mayor Pro Tem Wilson reported attending the dog park renaming event, Brew Fest, the mural fundraiser, and the welcome event for the new Chamber of Commerce Director. He also attended the joint meeting between the City of Exeter and the Exeter Unified School District Board. Mayor Pro Tem Wilson further shared that he met with the Public Works Director to review various City projects.

Council Member Riddle reported attending Brew Fest and commented on how nice the new downtown banners look. She shared that she would be meeting with the Pink Ladies regarding ADA parking concerns. Council Member Riddle provided an update regarding previously approved ADA parking improvements and revisions. She also attended the Tulare County Water Commission meeting and provided an update. Council Member Riddle spoke about the upcoming E250 events. She further reported that the City received an Award of Excellence from the local American Planning Association for the Parks Master Plan. Council

Member Riddle requested that staff revisit halfway houses with the Planning Commission. She additionally shared that Tulare County has drilled many new wells in the area.

Council Member Lentz reported attending Brew Fest and commented that it was a great event.

Mayor Johnson reported attending numerous events in the City as noted by the other Council Members and requested cancellation of the first City Council meeting in July to allow for a summer recess.

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.

Francesca Quintana, City Clerk



ACTION MINUTES



Scan the above QR code with your phone to view this meeting agenda on your phone.
(PLEASE NOTE: THE BOARD MAY TAKE ACTION ON ANY ITEM LISTED IN THE AGENDA)



Board Members:	City Council Members:
Virginia Padilla, President	Jacob Johnson, Mayor
Michael Giefer, Vice President	Jeff Wilson, Mayor Pro Tem
Dewayne Faulkner, Clerk	Vickie Riddle, Council Member
Mark Hellwig, Trustee	Frankie Alves, Council Member
Ray Strable, Trustee	Bobby Lentz, Council Member
Kevin Riggi, Trustee	
Julie C. Watson, Trustee	

1. OPEN SESSION

Joint meeting was called to order at 5:00 p.m.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Led by EUSD Board Member President Padilla.

3. ADOPTION OF THE AGENDA

Motion was made by EUSD Board Member Giefer and seconded by Rios to adopt the agenda. The motion carried 7-0.

4. COMMENTS FROM THE FLOOR

1. At this time, any person wishing to speak to any item not on the agenda for this meeting will be granted three (3) minutes to make a presentation to the Governing Board and City Council. The Board and City Council will limit the total time for public input on each item to 20 minutes.

None were presented.

5. JOINT DISTRICT AND CITY REPORTS AND DISCUSSIONS

1. Welcome and Introductions

Welcome and introductions provided by EUSD Board and Exeter City Council.

2. Presentation of 65 Safety Plan (Information)

Presentation was provided by CalTrans.

3. Facility Use Agreement / Lions Stadium Agreement (Discussion) (pp. 3 - 13)

Item was discussed by EUSD Board and Exeter City Council.

4. General Obligation Bond Update (Information) (pp. 14 - 41)

Update was provided by EUSD Superintendent.

5. Discussion of Youth Sports Programs (Discussion)

Item was discussed by EUSD Board and Exeter City Council.

6. City Parks Plan Update (Information) (pp. 42 - 207)

Item was discussed by EUSD Board and Exeter City Council.

7. Closing Comments from City Administrator and Superintendent

Exeter City Administrator and EUSD Superintendent provided closing comments.

6. ADJOURNMENT

Meeting was adjourned at 6:43 p.m.

Disability Information

Persons who are in need of a disability-related modification or accommodation in order to participate in the board meeting must make a request in writing to the Office of the Exeter Unified School District at 215 N. Crespi Ave., Exeter, CA 93221, or telephone 559-592-9421 Ext 0403 or Office of the City Clerk at 100 N. C St. Exeter CA 93221, or telephone 559-592-9244. A request for accommodation should specify the nature of the modification or accommodation requested, including any necessary auxiliary aids or services required, and the name and telephone number of the person making the request. The written request should be made as soon as possible and no later than 48 hours before the meeting. The agenda, agenda packet, and any written documents distributed to the board during a public meeting will be made available in appropriate alternative formats upon request by a person with a disability as required by the American with Disabilities Act. If documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the District Office located at 215 N. Crespi Ave., Exeter, California.



Agenda Item Staff Report

Agenda Item Number:

I.3.

Meeting Date:

May 26, 2026

Wording for Agenda:

Approval of the Payment of Bills for May 15, 2026.

Submitting Department:

Finance

Contact Name:

Janie Rodriguez, Finance Director

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Department Recommendation:

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

- \$406,542.68 dated May 15, 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 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: \$406,542.68 dated May 15, 2026
- Funding source: Various city departmental budgets
- Budget implications: All payments 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 dated May 15, 2026

Recommended motion to be made by the City Council:

I move to approve the payment of bills in the amount of \$406,542.68 dated May 15, 2026.

Report Selection:

Run Group... 051526 Comment... CHECK RUN 05/15/2026

Approval Date for Report..... 05 15 2026

Payments Through Date..... 05 15 2026

Cutoff Amount to be Used..... 0000000

RUN GROUP... 051526 COMMENT... CHECK RUN 05/15/2026

DATA-JE-ID DATA COMMENT

D-05152026-989 CHECK RUN 05/05/2026

Run Instructions:

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

Approved on 5/15/2026 for Payments Through 5/15/2026

Vendor Name	Description	Amount
A.R.E AUTO PARTS INC.	MULTI-PURPOSE GREASE	735.38
A&M CONSULTING ENGINEERS	DWTN ADA PARKING-EXHIBIT	560.00
ALTA LANGUAGE SERVICES INC	RAMOS. Y-IVR TEST SPAN	58.00
AT&T	APR 2026 LIVESCAN	422.98
BASIC	MAY 2026 COBRA FEES	100.02
BOUDREAUX/ ZACHARY	DRK WTR OPER CERT REIMBU	91.58
BSK ASSOCIATES	HPC SIMPLATE/NITRATE	775.00
CALIFORNIA BUSINESS MACHINES	ADMIN 4/1-4/30/26 OVERAG	941.08
CENTRAL CAL WATERWORKS, INC	CPO MAY 2026 WTR	17,682.46
CHANNELL/ LANEY & LACEY	UB DEPOSIT REFUND	120.00
CIVICA LAW GROUP, APC	DEC 528 D ST CODE ENFORC	2,795.63
COUNTY OF TULARE	E24/E28-INSTA DIGIT PRIN	1,247.75
COZADAMS CLEANING LLC	APR 2026 CLEANING SERVIC	910.00
CULLIGAN	APR FD WTR SERVICE	225.30
DEPT OF JUSTICE	APR FINGERPRINTS-REC	539.00
DEPT OF TRANSPORTATION	JAN-MAR 2026 SIGNALS	876.73
EMPLOYER DRIVEN SOLUTIONS	JUNE 2026 COVERAGE	953.00
EMPLOYMENT DEVELOPMENT DEPT	JAN-MAR 2026 UI BENEITS	1,592.00
ERMA	3Q26 BILLING PRGM YR 25	22,425.00
EWING IRRIGATION PRODUCTS INC	HUNTER 3/4 ULTRA 4IN	2,031.76
EXETER MERCANTILE CO.	MIG WIRE SPOOL-PD/ADM	751.76
FERGUSON US HOLDINGS, INC	2 PLAS PIPE CTTR RC-2375	915.02
FIRST CHOICE AUTO BODY & PAINT	E24-PAINT/BODY LABOR	800.00
FRESNO OXYGEN	"B" ACET CYCLS	52.75
GAR BENNETT LLC	IAP PRO 90/ DEFOAMER	262.91
GIEFER/ MICHAEL	GIEFER ADPP JUNE 2026	4,461.77
GLOCK INC	MOS ADAPTER PLATE	352.06
GOLDSTROM/ NORM	APR MILEAGE REIMBURSEMEN	118.90
HSI WORKPLACE COMPLIANCE SOLUT	LMS PLTFRM-5/2026-5/2027	4,974.66
KAWEAH PUMP, INC.	WELL 10 WIRING PANEL	525.00
KEY EVIDENCE LOCK & SAFE, INC.	DOOR LOCKS & KEY-PD/ADM	5,178.51
LAW/ TIM J	BACKGROUND INVEST-RODRIG	900.00
LEAF CAPITAL FUNDING LLC	ADMIN-MAY 2026 KYOCERA	477.21
LEXIPOL, LLC	DAILY TRAINING BULLETIN	1,493.40
MCCORMICK KABOT JENNER & LEW	FEB 26 LEGAL SERVICES	10,090.75
MINERAL KING PUBLISHING INC	4/29 PN-FY 26/27 SB1 LIS	721.60
MOORE TWINING ASSOCIATES, INC	CAM 17 SOLIDS 5 DAY	4,819.50
PENA'S DISPOSAL INC	PD APR 2026 SHRED	156.38
PRINCIPAL LIFE INSURANCE CO.	MAY PREMIUM-29	4,040.12
QUAD KNOFF ENGINEERING	2025 URBAN WATER USE OBJ	1,641.60
SCA OF CA, LLC	APR 2026 AIR ST SWEEPING	4,750.00
SHERWIN WILLIAMS COMPANY	STENCIL GUN-ST PAINTING	6,909.94
SIERRA RANGE CONSTRUCTION	PD BLDG REMOD-APP 12 RET	85,814.57
SIMMONS TIRE SERVICE	TRAILER- HERCULES GUARD	556.34
SISNEROS/ ANGELICA	TBLS/CHAIRS RENT-EMP BBQ	98.00
SOUTHERN CALIFORNIA GAS CO.	7144-4/1/26-5/1/26	24.34
STAPLES, INC.	COPY PPR CS/ MEMOBK	442.64
TELSTAR INSTRUMENTS	INSTALL SCADA SYSTEM	193,434.00

Approved on 5/15/2026 for Payments Through 5/15/2026

Vendor Name	Description	Amount
TOLBERT/ GAVIN	TRIM 13 TREE-E S FILBERT	1,400.00
TRANSUNION RISK & ALTERNATIVE	APR 2026 PERSON SEARCH	100.00
UNIFIRST CORPORATION	4/21/26 UNIFORM CLEANING	921.15
UNIVAR SOLUTIONS USA INC	APR SOD HYPO 1906 W MYER	4,828.06
VAST NETWORKS	MAY 2026 FD INTERNET	2,500.00
VERIZON WIRELESS	PD-3/29/26-4/28/26	679.57
4CREEKS, INC	22164 EXETER CITY STANDA	6,267.50

**

Final Totals... 406,542.68

TOTAL NUMBER OF RECORDS PRINTED 259

Payments for Publication

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	135,155.77
105	WATER FUND	212,117.39
106	SANITATION FUND	17.24
107	SEWER FUND	19,486.68
109	GAS TAX FUND	7,207.71
121	INSURANCE FUND	29,110.14
137	COPS	1,722.25
140	LANDSCAPE AND LIGHTING DISTR	1,400.00
141	MEASURE P	325.50
TOTAL ALL FUNDS		406,542.68

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	406,542.68
TOTAL ALL BANKS		406,542.68



Agenda Item Staff Report

Agenda Item Number:

I.4.

Meeting Date:

May 26, 2026

Wording for Agenda:

Approval of Payroll for the Period of April 20, 2026, through May 3, 2026.

Submitting Department:

Finance

Contact Name:

Janie Rodriguez, Finance Director

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Department Recommendation:

Staff recommends that the City Council approve payroll for the period of April 20, 2026, to May 3, 2026, in the following amounts.

- \$86,781.56 for April 20, 2026, through May 3, 2026, period with a check date of May 8, 2026.

Summary:

This item requests City Council approval of payroll expenditures incurred during the pay period of April 20, 2026, through May 3, 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: \$86,781.56 (for April 20, 2026, through May 3, 2026, payroll 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 of April 20, 2026, through May 3, 2026.

Recommended motion to be made by the City Council:

I move to approve payroll for the period of April 20, 2026, through May 3, 2026, in the amount of \$86,781.56.

PERIOD 1 DATING 4/20/2026- 5/03/2026 CHECK DATE 5/08/2026
DIRECT DEPOSIT IS TURNED OFF

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1833	63.69	CA STATE DISBURSEMENT UN	2	1 VENDOR CHECK
1834	195.00	CLOCEA	4	1 VENDOR CHECK
1835	308.00	EXETER POLICE OFFICER AS	3	1 VENDOR CHECK
1836	192.94	EXETER POLICE OFFICER AS	3A	1 VENDOR CHECK
1837	758.24	FRANCHISE TAX BOARD	8	1 VENDOR CHECK
1838	2,245.57	ARIAS/CHRISTINA	730	1
1839	2,819.91	QUINTANA FRANCESCA N	742	1
1840	4,709.32	RIDENOUR/JASON CHARLES	763	1
1841	1,481.25	CARTER/AMY JO	502	1
1842	2,955.95	HERNANDEZ/XOCHITL	306	1
1843	1,581.80	MILLER/CATHEY RENE	734	1
1844	1,507.47	RAMOS LEON/YOSENIA	776	1
1845	1,878.22	TOBIAS/ANTHONY JORDAN	746	1
1846	903.11	VEGA/ASHLEY MAKAYLA	753	1
1847	1,704.21	BROWN/ANDREW EUGENE	762	1
1848	2,863.45	BRYANT/EZRA JOSEPH	752	1
1849	1,710.73	CARRETERO/VANESSA	402	1
1850	2,633.40	GREEN GROVE/BRAYDEN TAY	767	1
1851	3,366.25	HEINKS/RYAN DAVID	765	1
1852	1,662.90	HERNANDEZ/ANDY	780	1
1853	709.82	HILL/HANNAH GRACE	747	1
1854	1,587.90	LINARES/FRANCISCO JR	772	1
1855	1,805.52	MAGANA MARTINEZ JOEL	773	1
1856	3,449.46	MOORE/ROBERT HARRY	764	1
1857	1,726.91	MORALES/SKYLEENA ROSE	779	1
1858	2,476.53	PRIDEAUX/TRACI	448	1
1859	4,363.36	SCHIMPF/ROBERT BRIAN	766	1
1860	2,356.71	SHIELDS/ZION	708	1
1861	2,239.85	VILLARREAL/ISIDRO	707	1
1862	1,887.44	ALDRIDGE/GARY	618	1
1863	3,710.76	BOUDREAUX/ZACHARY MICHA	756	1
1864	76.42	GOLDSTROM/NORMAN	629	1
1865	1,845.52	HUGGINS/KYLE AARON	621	1
1866	2,512.36	MILLAN/MARCUS	622	1
1867	700.61	WENDT/EDDIE	626	1
1868	93.64	ALANIZ/WYATT BLAIN	757	1
1869	74.14	ARIAS/KAYLA OLIVIA	774	1
1870	218.50	BARSS/TYLER ANN	758	1
1871	2,100.09	GARVER/ELIJAH	712	1
1872	66.34	LANDEROS/SAVANNAH KAYLE	782	1
1873	35.12	MADRIGAL/GRACE EMMA	784	1
1874	99.73	PATTISON/LESLIE ALDENE	781	1
1875	62.43	SHIPMAN/LEVI J	778	1
1876	1,808.88	ARROYO/MARIE	623	1
1877	1,528.31	QUIROZ/PATRICK P	512	1
1878	2,356.90	RAMIREZ/GABRIEL GRACILI	761	1
1879	1,590.59	RAMIREZ/JUAN	608	1
1880	1,691.01	RIVERA/RYAN	733	1

PERIOD 1 DATING 4/20/2026- 5/03/2026 CHECK DATE 5/08/2026
 DIRECT DEPOSIT IS TURNED OFF

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1881	3,460.08	HIFNER/CHRISTOPHER	736	1
1882	704.91	RUBIO/IVAN	750	1
1883	1,249.79	CREECH/JACE W	777	1
1884	1,335.01	MCCOOL/JASPER JAX	785	1
1885	1,315.51	RANGEL/JOSE A	775	1

TOTALS FOR CHECK FORM: CHEK		COUNTS
NEGOTIABLE CHECKS		
85,263.69	*EMPLOYEE CHECKS	48
1,517.87	*VENDOR CHECKS	5
0.00	*BANK CHECKS	0
86,781.56	**TOTAL NEGOTIABLE CHECKS	53
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
86,781.56	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS		
0.00	*DIRECT DEPOSIT STUBS	0
0.00	*VENDOR DIR DEP STUBS	0

PERIOD 1 DATING 4/20/2026- 5/03/2026 CHECK DATE 5/08/2026

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	68,222.70	48,267.79	.00
1	105	7,284.68	13,698.99	.00
1	106	.00	1,172.20	.00
1	107	.00	10,425.40	.00
1	121	.00	1,943.00	.00
1	141	9,756.31	9,756.31	.00

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

- #1 CALCULATION TOTALS BY HOME FUND (NET PAY + REIMB. EXP.)
- #2 PAYROLL REGISTER (CHECK AMOUNT)

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

- #1 CALCULATION TOTALS BY FUND WORKED (NET PAY + REIMB. EXP.)
- #2 LABOR DISTRIBUTION (NET PAY + REIMB. EXP.)

PERIOD 1 DATING 4/20/2026- 5/03/2026 CHECK DATE 5/08/2026

EMR CODE	FUND CODE	DEPT CODE	HOME TOTALS	FULL EMPLOYEE	PART	TEMP	FEMALE COUNTS
1	104	402 ADMINISTRATION	9,774.80	3			2
1	104	403 FINANCE	10,307.80	4	1	1	5
1	104	421 POLICE	34,657.00	15			4
1	104	431 STREET	10,733.11	4	2		
1	104	471 RECREATION	2,749.99	1	7		5
1	105	461 WATER	7,284.68	4			1
1	141	405 CODE ENFORCEMENT	1,691.01	1			
1	141	421 POLICE	3,460.08	1			
1	141	471 RECREATION LEADER	704.91	1			
1	141	472 PARKS	3,900.31	3			
TOTAL			85,263.69	37	10	1	17

PERIOD 1 DATING 4/20/2026- 5/03/2026 CHECK DATE 5/08/2026

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

NEGOTIABLE CHECKS		COUNTS
85,263.69	*EMPLOYEE CHECKS	48
1,517.87	*VENDOR CHECKS	5
0.00	*BANK CHECKS	0
86,781.56	**TOTAL NEGOTIABLE CHECKS	53

OTHER CHECKS

0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0

86,781.56 ***GRAND TOTAL

NON-NEGOTIABLE CHECKS

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

0.00 **TOTAL NON-NEGOTIABLE CHECKS 0

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

85,263.69	*EMPLOYEE CHECKS	48
1,517.87	*VENDOR CHECKS	5
0.00	*BANK CHECKS	0
0.00	*DIRECT DEPOSIT STUBS	0
0.00	*VENDOR DIR DEP STUBS	0

86,781.56 ***TOTAL NEGOTIABLE & NON-NEGOT 53

0.00 *OTHER CHECKS 0

86,781.56 ***TOTAL NEG, NON-NEG, OTHER CHECKS

TOTAL SEQ 1 FEMALES 17



Agenda Item Staff Report

Agenda Item Number:

I.5.

Meeting Date:

May 26, 2026

Wording for Agenda:

Adoption of Resolution 2026-17, A Resolution of the City Council of the City of Exeter, Authorizing Investment of Monies in the Local Agency Investment Fund (LAIF) with the State of California State Treasurer and Officers for the City of Exeter's Investment Account.

Submitting Department:

Finance

Contact Name:

Janie Rodriguez, Finance Director

Department Recommendation:

Staff recommends that the City Council adopt Resolution 2026-17, authorizing investment monies in the Local Agency Investment Fund (LAIF) with the State of California State Treasurer and officers for the City of Exeter's investment account.

Summary:

The City maintains an investment account with the Local Agency Investment Fund (LAIF), administered by the State Treasurer, to safely invest available municipal funds and earn interest while maintaining liquidity for City operations and capital projects. Due to staffing changes and updates to the City's banking accounts, the proposed resolution updates the authorized officers on file with LAIF and authorizes the Finance Director/City Treasurer, City Administrator, and Finance Manager, along with their successors, to transfer funds into and out of the LAIF account as needed to support the City's cash flow and investment needs.

Background:

LAIF accounts are used by many municipalities to earn interest on any available funds as they pass through the City. The State Treasurer invests municipalities funds that are deposited in LAIF to earn as much interest as possible at a low risk appropriate for municipalities. It is

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

 J.R.

common for the majority of municipalities available funds to be invested in LAIF accounts since they are structured and well suited for municipalities.

In order to move funds in and out of this account to other City accounts there must be authorized officers. Due to several staffing changes and a change to the City's banking accounts, it is prudent to update this resolution and re-identify positions that may make necessary cash moves in the event other authorized officers are unavailable and there is need for immediate liquidity or investment.

Primarily funds in the City's LAIF account are moved to or from the City's main checking account or on occasion to or from other investment grade accounts such as bonds or federal securities. The LAIF account can include funds from any City accounts in order to gain interest. Typically, the LAIF account will hold the majority of the City's available cash in order to accrue the most interest in a safe and reliable manner and provides the City quick cash liquidity for normal operations and capital projects as they should arise.

It is proposed that Council adopt the proposed resolution to update the authorized officer information on file with the State Treasurer so that in addition to the Finance Director/City Treasurer, the City Administrator and Finance Manager have authority to move funds into and out of this account as investment and cash needs may necessitate.

Currently, the following staff is listed in the proposed resolution, this will also authorize their successors in their positions:

- Janie Rodriguez, Finance Director/City Treasurer
- Jason Ridenour, City Administrator
- Xochitl Hernandez, Finance Manager

Fiscal Impact:

There is no fiscal impact associated with this item.

Prior City Council Actions:

Council last approved Resolution 2020-13 on May 19, 2020.

Attachments:

- Resolution 2026-17

Recommended motion to be made by the City Council:

I move to adopt Resolution 2026-17, authorizing investment of monies in the Local Agency Investment Fund (LAIF) with the State of California State Treasurer and Officers for the City of Exeter's Investment Account.

RESOLUTION 2026-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) AND OFFICERS FOR THE CITY OF EXETER

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City;

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the deposit and withdrawal of City monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following City officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

<u>Janie Rodriguez</u>	<u>Jason Ridenour</u>	<u>Xochitl Hernandez</u>
Name	Name	Name
<u>Finance Director/City Treasurer</u>	<u>City Administrator</u>	<u>Finance Manager</u>
Title	Title	Title
_____	_____	_____
Signature	Signature	Signature

Section 2. This resolution shall remain in full force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer’s Office.

PASSED AND ADOPTED this 26th 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:

I.6.

Meeting Date:

May 26, 2026

Wording for Agenda:

Approval of a Request for Street Closures for the Annual National Night Out Event Hosted by the Exeter Police Department in Collaboration with NSE Insurance on August 4, 2026.

Submitting Department:

Public Works

Contact Name:

Marie Arroyo, Senior Administrative Assistant

Department Recommendation:

Staff recommends that the City Council approve the request for street closures for the annual National Night Out event hosted by the Exeter Police Department and NSE Insurance as well as the National Night Out Committee on August 4, 2026.

Summary:

The Exeter Police Department and National Night Out Committee is requesting approval for street closures on Pine Street between F Street and D Street, and on E Street from Pine Street to the public parking lot adjacent to the Exeter Mural Gallery and Gifts, on Tuesday, August 4, 2026, between the hours of 1:00 PM and 9:00 PM.

To minimize impacts to local businesses during peak lunch hours, full street closures will not be implemented until 2:30 PM. Event setup will begin at 4:00 PM, with event activities scheduled from 5:00 PM to 8:00 PM. The extended closure timeframe allows adequate time for both event setup and post-event cleanup.

The event will include family-oriented activities, live music at Mixer Park, interactive games, and complimentary food and giveaways. The purpose of the event is to promote community engagement and strengthen relationships between residents and public safety personnel. This

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

will be an alcohol-free event, and all activities will be free to the public. No goods or services will be sold.

The Exeter Police Department and Public Works Department will coordinate advance notification to affected businesses in accordance with City requirements. Staff will also be responsible for posting closure notices and managing the placement and removal of barricades. Mid Valley Disposal will provide additional trash receptacles. Portable restrooms will be available onsite, and the public restrooms located behind City Hall will be open for use during the event.

Event setup and cleanup will be a collaborative effort between the Exeter Police Department, Public Works staff, and community volunteers.

Background:

National Night Out is an annual nationwide campaign designed that promotes partnerships between law enforcement and the communities they serve, with the goal of enhancing neighborhood camaraderie and public safety. Communities across the country participate on the first Tuesday in August by hosting local events that encourage residents to connect with neighbors and public safety personnel.

With the continued support of community partners, donors, and volunteers, the City of Exeter's National Night Out event has grown each year and continues to be well attended.

Fiscal Impact:

Minimal fiscal impact; limited to staff time and routine event support.

Prior City Council Actions:

This is an annual event, the City Council last approved this event on June 24, 2025.

Attachments:

- Street Closure Map

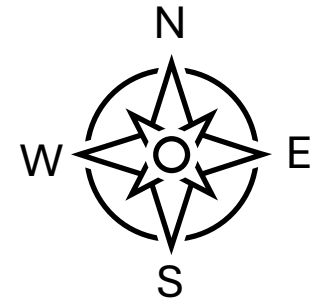
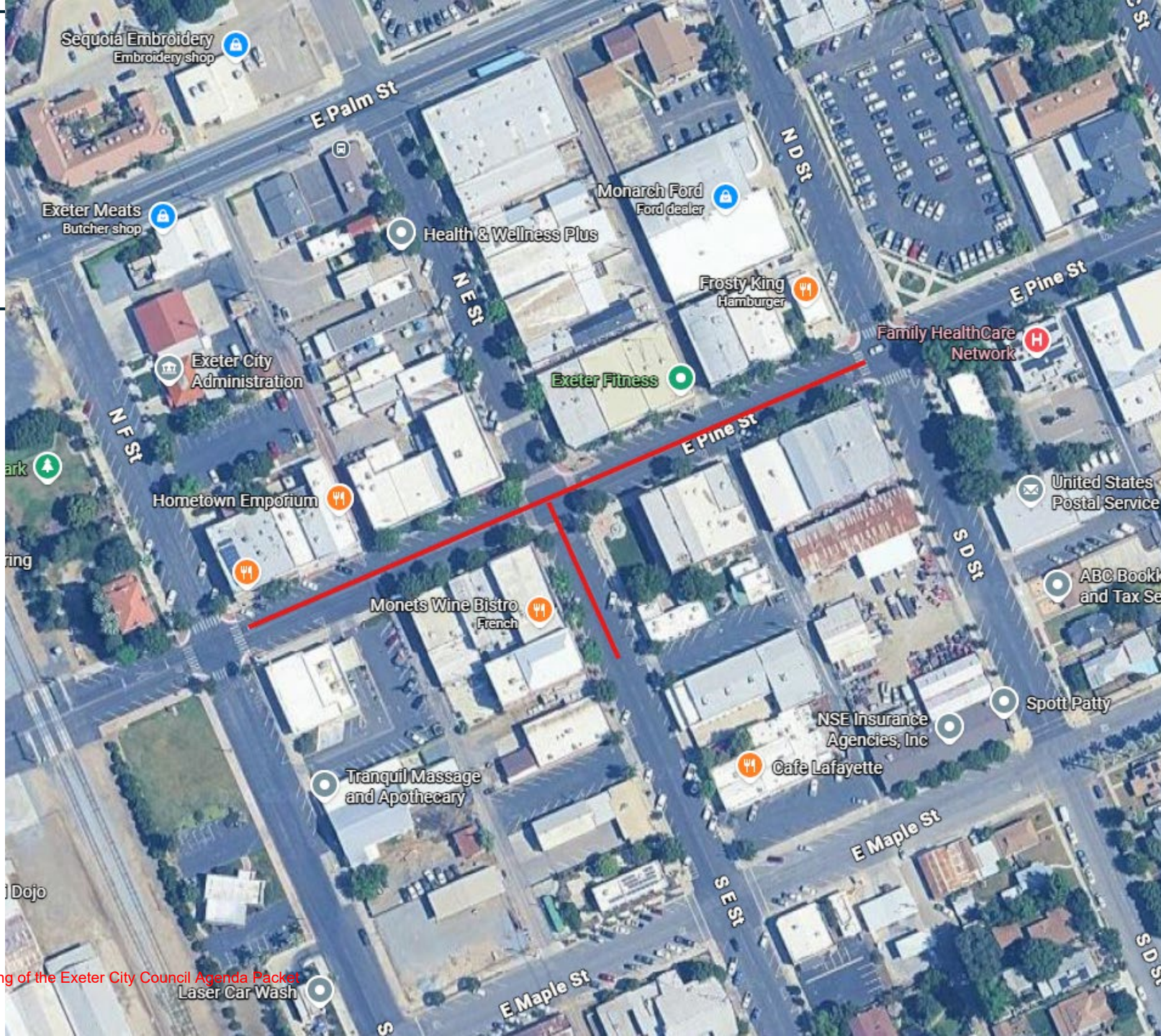
Recommended motion to be made by the City Council:

I move to approve the requested street closures for the National Night Out event on August 4, 2026.

City of Exeter

Legend

— Street Closure





Agenda Item Staff Report

Agenda Item Number:

I.7.

Meeting Date:

May 26, 2026

Wording for Agenda:

Approve a Street Closure Request from the Exeter Kiwanis Club for a Wading Pool Dedication Ceremony on Sunday, June 7, 2026, and Independence Day Event on July 4, 2026.

Submitting Department:

Public Works

Contact Name:

Marie Arroyo, Senior Administrative Assistant

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Department Recommendation:

Staff recommends the City Council approve a street closure request from Exeter Kiwanis Club to host a Wading Pool Dedication Ceremony event on June 7, 2026, and Independence Day event on July 4, 2026.

Summary/Background:

At the April 28, 2026, City Council meeting, the Exeter City Council approved special event requests from the Exeter Kiwanis Club authorizing the organization to host a wading pool dedication ceremony at Exeter and an Independence Day event at City Park.

As planning efforts for the events continued, the organizers are requesting to expand the celebrations to include food vendors and additional community activities. Additionally, to enhance public safety and accommodate anticipated attendance with the events, the Exeter Kiwanis Club is requesting a temporary street closure of D Street between Chestnut Street and Cedar Street on Sunday, June 7, 2026, between the hours of 12:00 p.m. and 3:00 p.m. as well as on July 4, 2026, between the hours of 6:30am and 3:00p.m. The request is reflected in the submitted Street Closure Application.

The requested closure area is adjacent to Lincoln School, which will not be in session at the time of the events. With detours and traffic control measures in place, staff does not anticipate significant public inconvenience. The events are free to the public and it is recommended to waive the street closure fee for the events.

Kiwanis is a global volunteer organization dedicated to improving the lives of children and communities through service projects and community partnerships. In 1926, the Exeter Kiwanis Club participated in the international “Zero Hour Event,” during which the City of Exeter wading pool at City Park was unveiled on June 7, 2026, at exactly 4:00 p.m. Eastern Time.

Conditions of Approval:

Approval of the event is subject to the following conditions:

- The Exeter Kiwanis Club will be responsible for ensuring all food vendors have met the requirements of the Tulare County Health Department.
- In addition to Health Dept required permits, any vendor selling food is required to obtain proper business permits from Exeter City Hall.
- The City of Exeter Public Works Department shall provide appropriate barricades and post advance street closure notices.
- The Exeter Police Department shall provide public safety and traffic control assistance as necessary.

Fiscal Impact:

There is minimal fiscal impact associated with this item. Staff time for coordination and support will be absorbed within existing departmental budgets.

The street closure fee associated with the street closure is \$103.00, per event, totaling \$206.00.

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

Prior City Council Actions:

- April 28, 2026 - Approval of Special Event Request and fee waiver for the Exeter Kiwanis Club Wading Pool Dedication Ceremony.
- April 28, 2026 - Approval of Special Event Request and fee waiver for the Exeter Kiwanis Club Independence Day event.

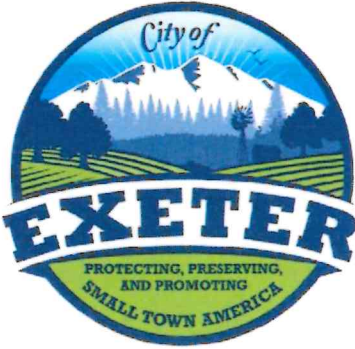
Attachments:

- Street Closure Application
- Street Closure Map
- April 28, 2026, Exeter Kiwanis Club Wading Pool Dedication Ceremony City Council Agenda item.
- April 28, 2026, Exeter Kiwanis Club Independence Day event City Council Agenda item.

Recommended motion to be made by the City Council:

I move to approve the street closure request submitted by the Exeter Kiwanis Club for the temporary closure of D Street between Chestnut Street and Cedar Street on Sunday, June 7,

2026, between the hours of 12:00 p.m. and 3:00 p.m. and Independence Day event on July 4, 2026, modification to the events, and fee waiver subject to the stated terms and conditions.



City of Exeter Street Closure Application

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

Jane Blankenship - (559) 786-3833

Date of Event: 6-7 & 7-4 2026

Name of group requesting street closure: Kiwanis
Name of contact person: Viki Rade Phone: (559) 202-2579
Mailing address: Wes Gray Email: _____
Alternate Contact Person: PO Box 54 Exeter Phone: _____
Mailing Address: _____ Phone: _____

Type of event: Pool Dedication

Time of closure: 6-7 2-3 pm until 3 pm
7-4 6:30 AM 3 PM

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

~~D~~ St between Cedar & Chestnut

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

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

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

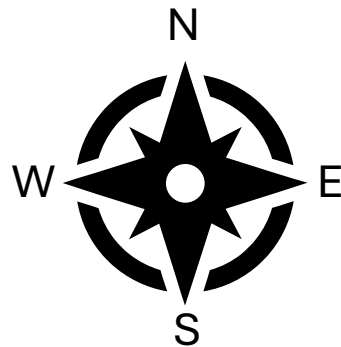
Applicant Signature: [Signature] Date 5-6-2026
Kiwanis President: Hlena Clark 5-6-2026

Request Waiver

City of Exeter

Legend

 Street Closure





Agenda Item Staff Report

Agenda Item Number:

I.8.

Meeting Date:

April 28, 2026

Wording for Agenda:

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.

Submitting Department:

Public Works

Contact Name:

Marie Arroyo, Senior Administrative Assistant

Department Recommendation:

Staff recommends that the City Council approve the request for the Exeter Kiwanis Club to host a special event celebrating 100 years of the Exeter City Park wading pool, and approval of a Special Event Fee waiver ,subject to the conditions of approval outlined below.

Background & Summary:

The Exeter Kiwanis Club is requesting use of the City Park Wading Pool area on Sunday, June 7, 2026, from 8:00 a.m. to 3:00 p.m. to host a commemorative event celebrating the 100-year anniversary of the wading pool, as well as a fee waiver. The event will include supervised water play for children, with certified lifeguards on duty, and a formal dedication ceremony scheduled for 1:00 p.m. Additional time is requested to accommodate event setup, photography, and cleanup. This will be a free, alcohol-free community event open to the public.

The Exeter Kiwanis Club is part of a global volunteer organization dedicated to improving the lives of children. In 1926, the Club participated in the nationwide “Zero Hour Event,” unveiling the City of Exeter wading pool at City Park on June 7th at 4:00 p.m. Eastern Time. For many years, the pool served as a valued recreational amenity for local families. In recent years, the facility has remained non-operational.

In coordination with City staff, Exeter Kiwanis volunteers have worked to support efforts to reactivate and highlight this historic feature for this event. The June 7, 2026, event will

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

commemorate the original unveiling, occurring exactly 100 years later, aligning with the historic “Zero Hour Event” timing.

Conditions of Approval:

Approval of the event is subject to the following conditions:

- 1) The Exeter Kiwanis Club will provide a minimum of two lifeguards during the event and ensure all lifeguards on duty hold a valid lifeguard and CPR certification.
- 2) The Exeter Kiwanis Club will provide a Certification of Insurance, naming the City of Exeter an additional insured and be responsible for providing waivers of liability to participants.

Fiscal Impact:

There is minimal fiscal impact associated with this item. Any minor staff time associated with coordination and support of the event is anticipated to be absorbed within existing departmental budgets.

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

- Special Event Permit: \$171.00

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

Prior City Council Actions:

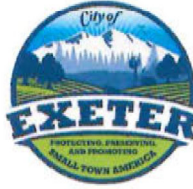
None associated with this action.

Attachments:

- Application

Recommended motion to be made by the City Council:

I move to approve the request for the Exeter Kiwanis Club to host a special event on June 7, 2026, celebrating 100 years of the Exeter City Park wading pool, subject to the conditions of approval.



**CITY OF EXETER
FACILITY USE APPLICATION**

Application Date: 4/20/26 Facility/Park Requested: City Park Wading Pool
Date(s) Needed: June 7, 2026 Equipment Needed: _____
Set-up Time: 8:00am Departure Time: 3:00pm
Event Start Time: 9:00 Event End Time: 1:00pm
Name of Organization: Exeter Kiwanis Club
Type of Event: Kiwanis Wading Pool Recognition
Address: City of Exeter , City Park

FACILITY USE POLICY:

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

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

Insurance and Waivers:

- General Liability Insurance:
 - Commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than \$2,000,000 per occurrence, general aggregate, and \$2,000,000 products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
 - The policy shall allow and be endorsed as primary and not seek contribution from the City's coverage.
 - The policy(s) shall provide and be endorsed to include, the City, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations.
 - Any failure to comply with reporting provisions of the policies by Applicant shall not affect coverage provided to the City.
 - Coverage shall state that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - Coverage shall allow and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, and agents.
 - When alcohol is served or sold, liquor liability coverage is required.

- Workers' Compensation and Employers' Liability - Statutory
 - Applicant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Applicant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Applicant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

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


- The insurer, if insurance is provided, or Applicant, if a program of self-insurance is provided, shall allow, and be endorsed to waive all rights of subrogation against City and its officers, officials, employees, agents, and volunteers.
- The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Vendor does not have any employees.

- *Indemnity/Hold Harmless Agreement:*


- The applicant agrees to indemnify, defend, and hold harmless the City of Exeter, its officers, employees, agents, and volunteers from any and all claims, damages, or liabilities arising out of facility use, except for those caused by the sole negligence or willful misconduct of the City.


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

Applicant/Organization Name: Exeter Kiwanis

Signature: 

Date: 4/20/26

Phone Number: 

Email: 

This Section for City Staff Use Only:

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



Agenda Item Staff Report

Agenda Item Number: I.10.

Meeting Date:

April 28, 2026

Wording for Agenda:

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.

Submitting Department:

Public Works

Contact Name:

Marie Arroyo, Senior Administrative Assistant

Department Recommendation:

Staff recommends that the City Council approve the 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, subject to the conditions outlined below.

Background & Summary:

Over the past several months, volunteers from the E250 Committee have collaborated with community organizations to organize a community celebration in honor of America's 250th birthday. The Exeter Kiwanis Club has submitted a request to hold a Fourth of July Community Event as well as a fee waiver.

The event will take place at City Park and is currently scheduled to begin at 9:00am. The Community event will include use of the wading pool, where the Exeter Kiwanis Club will provide certified lifeguards to supervise children during water play. In addition, the Exeter Chamber of Commerce will coordinate family-friendly games and activities designed to encourage community participation and create a welcoming environment for residents and visitors as part of the event.

This event is free and open to the public

Conditions of Approval:

Approval of the event is subject to the following conditions:

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

1. **Insurance:** A certificate of Insurance will be required naming the city as an additional insured.
2. **Alcohol Regulations:** This is an alcohol-free event
3. **Trash:** Applicant is responsible for the coordination of post event trash removal.

Fiscal Impact:

There is minimal fiscal impact associated with this item. Staff time for coordination and support will be absorbed within existing departmental budgets.

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

- Special Event Permit: \$171.00

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

Prior City Council Actions:

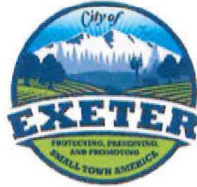
On April 18, 2026, City Council approved related event components, including the Exeter Kiwanis Club pancake breakfast.

Attachments:

- Application

Recommended motion to be made by the City Council:

I move to approve the Special Event and Facility Use for the E250 Community Celebration festivities at City Park on July 4, 2026, along with a fee waiver of \$171, subject to the conditions of approval.



**CITY OF EXETER
FACILITY USE APPLICATION**

Application Date: 7/4/26 Facility/Park Requested: City Park Wading Pool
Date(s) Needed: July 4, 2026 Equipment Needed: _____
Set-up Time: 8:00am Departure Time: 4:00pm
Event Start Time: 9:00 Event End Time: 3:00pm
Name of Organization: Exeter Kiwanis Club
Type of Event: E250 Splash
Address: City of Exeter , City Park

FACILITY USE POLICY:

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

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

Insurance and Waivers:

- General Liability Insurance:
 - Commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than \$2,000,000 per occurrence, general aggregate, and \$2,000,000 products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
 - The policy shall allow and be endorsed as primary and not seek contribution from the City's coverage.
 - The policy(s) shall provide and be endorsed to include, the City, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations.
 - Any failure to comply with reporting provisions of the policies by Applicant shall not affect coverage provided to the City.
 - Coverage shall state that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - Coverage shall allow and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, and agents.
 - When alcohol is served or sold, liquor liability coverage is required.

- Workers' Compensation and Employers' Liability - Statutory
 - Applicant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Applicant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Applicant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

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

- The insurer, if insurance is provided, or Applicant, if a program of self-insurance is provided, shall allow, and be endorsed to waive all rights of subrogation against City and its officers, officials, employees, agents, and volunteers.
- The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Vendor does not have any employees.

- **Indemnity/Hold Harmless Agreement:**

- The applicant agrees to indemnify, defend, and hold harmless the City of Exeter, its officers, employees, agents, and volunteers from any and all claims, damages, or liabilities arising out of facility use, except for those caused by the sole negligence or willful misconduct of the City.

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

Applicant/Organization Name: Exeter Kiwanis

Signature: [REDACTED]

Date: 4/20/26

Phone Number: [REDACTED]

Email: [REDACTED]

This Section for City Staff Use Only:

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



Agenda Item Staff Report

Agenda Item Number:

I.8.

Meeting Date:

May 26, 2026

Wording for Agenda:

Adoption of Resolution No. 2026-18, A Resolution of the City Council of the City of Exeter, Approving a One-Year Extension to the Agreement with Community Services and Employment Training, Inc. (CSET) for Use of the Exeter Carnegie Building and Authorizing Execution of the First Addendum to Agreement.

Submitting Department:

Administration

Contact Name:

Jason Ridenour, City Administrator

Department Recommendation:

Staff recommends that the City Council adopt Resolution 2026-18, A Resolution of the City Council of the City of Exeter approving a one-year extension to the agreement with Community Services and Employment Training, Inc. (CSET) for use of the Exeter Carnegie Building and execution of the first addendum to agreement. Approval of the extension would allow for the continued use of the building for senior citizen programming and services within the community.

Background & Summary:

In 2023, the City of Exeter entered into an agreement with Community Services and Employment Training, Inc. (CSET) granting use of the Exeter Carnegie Building, located at 301 South "E" Street in Exeter, for the purpose of providing senior services and programming to the community. The agreement allows CSET to utilize the building Monday through Friday for food service, senior programs, and related activities supporting Exeter's senior population.

The original agreement was effective July 01, 2023, through June 30, 2025, and included provisions allowing the parties to extend the agreement upon mutual consent. On June 24, 2025, the City Council adopted Resolution No. 2025-20 approving a one-year extension of the agreement through June 30, 2026.

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

CSET has now requested an additional one-year extension through June 30, 2027, with no proposed changes to the existing terms and conditions of the agreement. The agreement continues to outline responsibilities related to scheduling, maintenance, insurance, and operational coordination between the City and CSET. Under the agreement, CSET remains responsible for program operations, cleaning of utilized areas, liability insurance coverage, and applicable utility costs other than water/sewer and refuse services provided by the City.

Staff has reviewed the request and recommends approval of the extension and execution of the first addendum. The senior center program continues to provide valuable meals, activities, and social services for Exeter seniors and remains a beneficial partnership for the community.

Fiscal Impact:

There is no direct fiscal impact associated with this item. As outlined in the agreement, CSET remains responsible for program operations, interior maintenance associated with program use, and applicable utility costs except for water/sewer and refuse services, which continue to be provided by the City.

Prior City Council Actions:

- Approval of the original agreement between the City of Exeter and CSET for the term July 01, 2023, through June 30, 2025.
- Adoption of Resolution No. 2025-20 approving a one-year extension through June 30, 2026.

Attachments:

- Agreement between CSET and City of Exeter
- Resolution No. 2025-20
- Resolution No. 2026-18
- Addendum No. 1 to Agreement

Recommended motion to be made by the City Council:

I move to adopt Resolution 2026-18, A Resolution of the City Council of the City of Exeter Approving a One-Year Extension to the Agreement with Community Services and Employment Training, Inc. (CSET) for Use of the Exeter Carnegie Building and Execution of the First Addendum to Agreement.

AGREEMENT
between
COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.
and
CITY OF EXETER

1. This Agreement is entered into as of July 1, 2023, by and between City of Exeter (hereinafter referred to as "COE") and Community Services and Employment Training, Inc. (hereinafter referred to as "CSET") for use of the Exeter Carnegie Building located at 301 South "E" Street, Exeter, CA 93221 (hereinafter referred to as "Building").

2. In consideration for and in accordance with the terms and conditions of this Agreement, COE grants to CSET access to the Building to offer CSET provided senior services as set forth in this Agreement:
 - a. CSET shall have access to the Building and its kitchen area dedicated to CSET's senior center program Monday through Friday of each week between the hours of 8:30 a.m. and 2:30 p.m. for food services and programs related to senior center activities. At CSET's discretion, meals may be served only on certain days, and days and hours may vary depending on senior needs and interests.
 - b. CSET may provide regular senior citizen meal programs, in compliance with California Department of Aging food service guidelines, and services commensurate with services provided elsewhere in the Kings/Tulare Area Agency on Aging (KTAAA) service area.
 - c. CSET will be permitted to use the Building and kitchen area on occasion for special events such as holidays. CSET must provide reasonable advance notification to the COE, as determined by COE, preferably two (2) weeks prior to requested use.
 - d. CSET will be permitted to use an office or storage area at the Building that may be secured.
 - e. CSET is responsible for cleaning all areas used for senior citizens meals and programs after the daily meal/program is completed, including the restrooms, and for stocking the restroom with paper products during and after use.
 - f. COE shall have full and exclusive use of the Building when not in use by CSET.
 - g. COE shall schedule all activities in the Building aside from CSET's programs. CSET and COE shall submit a monthly usage calendar to each other by the end of the month for usage in the upcoming month.

3. The following incidental rights and obligations accompany the MOU and the use of the Building:

- a. CSET shall have full and exclusive management authority over the program areas during the times of program use, and shall assume full responsibility for the timely cleaning of the program areas used after all activities.
- b. COE shall cover the cost of water/sewer utilities and refuse service and CSET shall cover the costs of all other utilities and services.
- c. CSET shall be permitted to install telephone and internet services and assume all responsibility for installation, control of use, and service cost.
- d. CSET shall provide an insurance certificate naming the COE (City of Exeter) as an additional insured.
- e. CSET will be responsible for non-permanent interior modifications to accommodate their programs, but said modifications shall not be made without the prior written consent of COE.
- f. CSET shall be responsible for repair of any damages incurred during CSET usage of the Building, including COE-owned items.
- g. COE and CSET shall meet annually to address any concerns and coordinate schedules.

In exercising these rights and obligations, CSET must use reasonable care and may not unreasonably increase the burden on the Property.

4. This Agreement is personal to CSET and shall not be assigned. Any attempt to assign this MOU shall automatically terminate it. No legal title or leasehold interest in the Building is created or vested in CSET by this Agreement.
5. This Agreement shall be for a term of two (2) years, commencing **July 1, 2023**, and terminating **June 30, 2025**. The parties may agree to extend this Agreement, with the terms of said Agreement to be reviewed and adjusted as the parties deem appropriate prior to renewal.
6. On or before the termination date of this AGREEMENT, CSET shall remove all of CSET personal property from the Building and the Building area used by CSET shall be in good order and repair to the reasonable satisfaction of the COE, normal wear and tear excepted.
7. This AGREEMENT may be terminated by either party without cause at any time by provision of a ninety (90) day written notice.
8. The parties understand that in the event the Building is no longer available to CSET, this AGREEMENT herein granted shall cease to be in effect, and the parties' obligations to each other under this AGREEMENT also cease.

9. This AGREEMENT constitutes the entire agreement between COE and CSET relating to this AGREEMENT. Any prior agreements, promises, negotiations, or representations not expressly set forth in this AGREEMENT are of no force and effect. Any amendments to this AGREEMENT shall be of no force and effect unless it is in writing and signed by all parties named above.
10. In the event CSET fails to comply with any of the material terms of this Agreement, in addition to any and all other remedies available under the law, this Agreement may be terminated by COE, upon CSET's receipt of written notice of the violation and its failure to cure within ten (10) days. More time may be granted for the cure of any violations if agreed to in writing by the parties.
11. The undersigned shall maintain general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. Undersigned's general liability policies shall be endorsed to provide that City and its officials, employees, and agents shall be additional insureds under such policies. When alcohol is being sold at any permitted facility, it is mandatory that the General Liability Policy include Liquor Liability Coverage.
12. To the fullest extent permitted by law, CSET shall indemnify, defend, and hold harmless COE, its officers, employees, agents and volunteers ("City indemnities"), 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 CSET's performance of its obligations under this agreement or the operations conducted by CSET, including COE's active or passive negligence, EXCEPT for such loss or damage arising from the sole negligence or willful misconduct of COE. In the event the City indemnities are made party to any action, lawsuit, or other adversarial proceeding arising from CSET's operations or performance of this agreement, CSET shall provide a defense to the City indemnitees, or at COE's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
13. This Agreement constitutes the entire Agreement between COE and CSET. Any prior agreements, promises, negotiations, or representation not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force or effect unless it is in writing and signed by the parties named above. Each party and its legal counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this

Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This agreement is entered into and to be performed in Tulare County, California.

14. Any notices to the parties shall be provided to the following:

CONTACTS:

City of Exeter
Daymon Qualls
PO Box 237
Exeter, CA 93221
Phone: (559) 592-5262
Fax: (559) 592-3556

For CSET Senior Center Program:
Jerel Dutton
312 NW 3rd Ave.
Visalia, CA 93291
Phone: (559) 732-4194
Fax: (559) 733-3971

The parties may revise the individual contacts by providing written notification of the revision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ of _____, 2023.

COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.

E-SIGNED by Mary Alice Escarsega-Fechner
on 2023-11-17 11:18:20 PST

November 17, 2023

_____/_____
Mary Alice Escarsega-Fechner, Executive Director / Date

CITY OF EXETER REPRESENTATIVE


_____/_____
Adam Ennis, City Administrator / 11/17/23
Date

RESOLUTION NO. 2025-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER APPROVING
A ONE-YEAR EXTENSION TO THE AGREEMENT WITH COMMUNITY
SERVICES AND EMPLOYMENT TRAINING, INC. (CSET) FOR USE OF THE
EXETER CARNEGIE BUILDING**

WHEREAS, the City of Exeter ("City") and Community Services and Employment Training, Inc. ("CSET") entered into an agreement on July 01, 2023, granting CSET access to the Exeter Carnegie Building located at 301 South "E" Street, Exeter, California, to provide senior programs and services; and

WHEREAS, the agreement provides for a two-year term ending June 30, 2025, with the option for the parties to extend the agreement upon mutual consent and review of terms; and

WHEREAS, CSET has requested to extend the agreement for an additional one (1) year, through June 30, 2026, with no changes to the existing terms and conditions; and

WHEREAS, the City has determined that the continued provision of senior services by CSET at the Carnegie Building serves a valuable public purpose and is in the best interest of the community.

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

1. The City Council hereby approves a one-year extension of the agreement with Community Services and Employment Training, Inc. for use of the Exeter Carnegie Building through June 30, 2026.
2. All terms and conditions of the original agreement, unless otherwise modified in writing by both parties, shall remain in full force and effect during the extension period.
3. The City Administrator is hereby authorized to execute any documents necessary to effectuate the extension of the agreement.

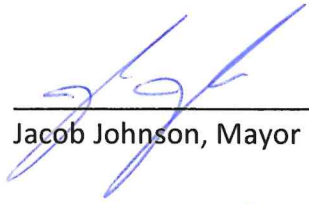
PASSED AND ADOPTED by the City Council of the City of Exeter this 24th day of June 2025 by the following vote:

AYES: Johnson, Riddle, Alves, Lentz, Wilson

NOES:

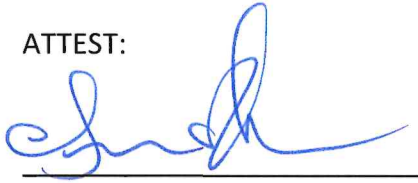
ABSTAIN:

ABSENT:



Jacob Johnson, Mayor

ATTEST:



Francesca Quintana, City Clerk

RESOLUTION NO. 2026-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER APPROVING A ONE-YEAR EXTENSION TO THE AGREEMENT WITH COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC. (CSET) FOR USE OF THE EXETER CARNEGIE BUILDING AND AUTHORIZING EXECUTION OF THE FIRST ADDENDUM TO AGREEMENT

WHEREAS, the City of Exeter (“City”) and Community Services and Employment Training, Inc. (“CSET”) entered into an agreement effective July 01, 2023, granting CSET access to the Exeter Carnegie Building located at 301 South “E” Street, Exeter, California, for the purpose of providing senior programs and services to the community; and

WHEREAS, the original agreement provided for a two-year term ending June 30, 2025, with provisions allowing for extensions upon mutual agreement of the parties; and

WHEREAS, on June 24, 2025, the City Council adopted Resolution No. 2025-20 approving a one-year extension of the agreement through June 30, 2026; and

WHEREAS, CSET has requested an additional one-year extension of the agreement through June 30, 2027, with no changes to the existing terms and conditions; and

WHEREAS, the City Council finds that the continued operation of senior services and programs at the Exeter Carnegie Building serves an important public purpose and continues to benefit the Exeter community.

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

Section 1. The City Council hereby approves a one-year extension of the agreement with Community Services and Employment Training, Inc. (CSET) for use of the Exeter Carnegie Building through June 30, 2027, as set forth in the attached First Amendment to Agreement.

Section 2. All existing terms and conditions of the agreement, unless otherwise modified in writing and approved by both parties, shall remain in full force and effect during the extension period.

Section 3. The City Administrator is hereby authorized to execute the First Amendment to Agreement and any related documents necessary to effectuate the extension of the agreement.

PASSED AND ADOPTED by the City Council of the City of Exeter this 26th day of May 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jacob Johnson, Mayor

ATTEST:

Francesca Quintana, City Clerk

**ADDENDUM NO.1 TO AGREEMENT BETWEEN COMMUNITY SERVICES AND
EMPLOYMENT TRAINING, INC. (CSET) AND CITY OF EXETER FOR USE OF
THE EXETER CARNEGIE BUILDING**

This First Amendment to Agreement (“Amendment”) is entered into by and between the CITY OF EXETER, a municipal corporation (“City”), and COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC. (“CSET”), collectively referred to as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an Agreement effective July 01, 2023, for use of the Exeter Carnegie Building located at 301 South “E” Street, Exeter, California, for the purpose of providing senior programs and services (“Agreement”); and

WHEREAS, the original Agreement provided for a term commencing July 01, 2023, and ending June 30, 2025; and

WHEREAS, the City Council approved a one-year extension of the Agreement through June 30, 2026, pursuant to Resolution No. 2025-20; and

WHEREAS, the Parties now desire to further extend the Agreement for an additional one-year term through June 30, 2027, under the same terms and conditions contained in the original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Extension of Term

The term of the Agreement is hereby extended through June 30, 2027.

2. No Other Changes

Except as expressly modified herein, all terms, conditions, obligations, and provisions contained in the original Agreement shall remain unchanged and in full force and effect.

3. Authority

The individuals executing this Amendment represent and warrant that they are authorized to execute this Amendment on behalf of their respective parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.

Name: _____
Title: _____
Date: _____

CITY OF EXETER

Jason Ridenour, City Administrator
Date: _____



Agenda Item Staff Report

Agenda Item Number:

I.9.

Meeting Date:

May 26, 2026

Wording for Agenda:

Accept and Approve the City of Exeter’s Response to the Tulare County Civil Grand Jury Report Titled “Exeter Measure P Review” and Authorize the Mayor to sign the Response Letter for Submission in Accordance with California Penal Code Section 933.05.

Submitting Department:

Administration

Contact Name:

Jason Ridenour, City Administrator

Department Recommendation:

Staff recommends that the City Council approve the attached response to the Tulare County Civil Grand Jury Report titled “Exeter Measure P Review” and authorize the Mayor to sign and submit the response in compliance with California Penal Code Section 933.05.

Background & Summary:

On April 17, 2026, the City of Exeter received notice from the Tulare County Civil Grand Jury regarding the report titled “Exeter Measure P Review,” which was approved by the Presiding Judge on April 14, 2026, and publicly released on April 23, 2026. The notice requires a formal written response from the Exeter City Council pursuant to California Penal Code Section 933.05.

The Civil Grand Jury reviewed the City’s administration of Measure P revenues and expenditures, including oversight committee operations and fiscal accountability. The report included three findings, which were supportive of the City and Oversight Committee and acknowledged the difficulty in projecting revenues in light of economic conditions, and one recommendation directed to the Exeter City Council requesting that the City see input from the public concerning future expenditures.

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

The attached response letter has been prepared for City Council consideration and approval. The response concurs with the findings identified in the report and outlines the City's existing public engagement practices related to Measure P expenditures, including public meetings of the Measure P Oversight Committee and City Council budget discussions.

California Penal Code Section 933.05 requires the governing body's response to be submitted within ninety (90) days of the report approval date. The response deadline identified by the Tulare County Civil Grand Jury is July 16, 2026.

Fiscal Impact:

There is no fiscal impact associated with this item.

Prior City Council Actions:

November 3, 2020 – Exeter voters approved Measure P.

Attachments:

- 2025-2026 Tulare County Civil Grand Jury Final Report
- Draft Response Letter

Recommended motion to be made by the City Council:

I move to approve the City of Exeter's response to the Tulare County Civil Grand Jury Report titled "Exeter Measure P Review" and authorize the Mayor to sign the response letter for submission in accordance with California Penal Code Section 933.05.



TULARE COUNTY CIVIL GRAND JURY
5963 S Mooney Boulevard Visalia, CA 93277
PHONE: (559) 624-7295
FAX: (559) 733-6078
E-MAIL: grand_jury@tularecounty.ca.gov
WEB: http://tularecounty.ca.gov/grandjury/

ATTENTION: Jacob Johnson
AGENCY: Exeter City Council
ADDRESS: 137 N. F Street, Exeter, CA 93221

California Penal Code §933.05 (f) mandates that the Tulare County Civil Grand Jury provide a copy of the portion of the final Report that affects that agency or person of that agency two working days prior to its public release. Advance release or disclosure of a Grand Jury Report is prohibited prior to its public release.

Attached is a copy of your portion of the 2025-2026 Tulare County Civil Grand Jury Final Report.

California Penal Code §933(c) requires a response to said document. Depending on the type of respondent you are, a written response is required as follows:

- PUBLIC AGENCY:** The governing body of any public agency that is required to respond must do so within NINETY (90) DAYS from the date this report was approved as final by the Presiding Judge.
- ELECTIVE OFFICER OR AGENCY HEAD:** All elected officers or heads of agencies that are required to respond must do so within SIXTY (60) DAYS from the date this report was approved as final by the Presiding Judge.

Please be advised, this portion of the final report was approved as final by the Presiding Judge on 04/14/26.

YOU MUST SEND YOUR RESPONSE TO EACH OF THE FOLLOWING:

The Honorable Judge Nathan Ide
County Civic Center, Room 303
221 S Mooney Blvd
Visalia, CA 93291

Tulare County Civil Grand Jury
5963 S Mooney Blvd
Visalia, CA 93277

Tulare County Board of Supervisors
2800 W. Burrel Ave
Visalia, CA 93291
(For County Agencies Only)

Received by: Christina Quise

Date: 4/17/2026

Report Name: Exeter Measure P Review

Response Due by: July 16, 2026

Delivered by: Ronald M. Duce

Date and Time: 4/17/2026 10:01 a.m.

Release Date: April 23, 2026

Deidra Vance, Foreman 2025/2026 Tulare County Civil Grand Jury

PREPARE A SEPARATE RESPONSE FOR EACH REPORT

California Penal Code §933.05 mandates the manner in which responses are to be answered.

See reverse for Penal Code §933.05 information.

§933.05. Response to Civil Grand Jury Recommendations--Content Requirements; Personal Appearance by Responding Parry; Civil Grand Jury Report to Affected Agency

(a) For purposes of subdivision (b) of §933, as to each civil grand jury finding, the responding person or entity shall indicate one of the following:

§The respondent agrees with the finding.

§The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) For purposes of subdivision (b) of §933, as to each civil grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the civil grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore:

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the civil grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A civil grand jury may request a subject person or entity to come before the civil grand jury for the purpose of reading and discussing the finding of the civil grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the civil grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the civil grand jury, determines that such a meeting would be detrimental.

(f) A civil grand jury shall provide to the affected agency a copy of the portion of the civil grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

EXETER MEASURE P REVIEW

SUMMARY:

The Tulare County Civil Grand Jury (TCCGJ) initiated an investigation into the impact of Measure P on the citizens of Exeter, California. The investigation included a review of revenues and expenditures to ensure monies were being expended in accordance with Measure P and of the formation and duties of the oversight committee.

BACKGROUND:

On July 28, 2020, by unanimous vote, the Exeter City Council (ECC) placed Measure P on the ballot for the November 3, 2020, election. The primary impetus behind this measure is to ensure tax monies paid in Exeter would remain in Exeter. The ECC determined that previously other revenues had been usurped by governmental entities (Federal, State and County). The ballot measure placed a 1% tax on sales in Exeter and began collections 110 days after voter passage. All funds taxed and collected are to be maintained and used only by the City for community maintenance and improvement of services. The measure passed with nearly 70% of those voting approving the measure. Measure P funds are segregated and separately accounted for within the City of Exeter budget. There is no sunset provision (does not expire) on the tax imposed.

METHOD OF INVESTIGATION:

1. Conducted internet research
2. Interviewed witnesses
3. Reviewed board agendas and minutes
4. Reviewed city budgets and financial statements

DISCUSSION:

Measure P was designed to address the needs of the Exeter citizenry by:

- Maintaining 911 response

- Protecting local water supplies
- Keeping the community safe and preventing crime
- Keeping roads, public areas and parks repaired, maintained, cleaned and safe
- Any other expenditures deemed necessary to continue the quality of life in Exeter

Original revenues generated and collected exceeded expectations of \$800,000 for the 1st year.

Below is a summary of generated Measure P revenues reported by the ECC:

- FY 2021-2022 1.884M collected (which includes end of FY 2020-2021 income)
- FY 2022-2023 1.2M collected (which was below projection)
- FY 2023-2024 1.858M projected
- FY 2024-2025 1.894M projected
- FY 2025-2026 1.934M projected
- FY 2026-2027 1.972M projected

Some expenditures made included:

1. \$60,000 for a full-time recreation leader position (ongoing)
2. \$60,000 for corporate yard building repairs and updates (one-time)
3. \$228,000 for animal control services (ongoing)

Measure P requires that an oversight committee be established. The Measure P Oversight Committee (MPOC) consists of individuals appointed by the ECC after an application process. The committee is required to meet a minimum of at least once a year prior to council adoption of the city budget. The first meeting of the MPOC was on March 4, 2021. The purpose of the committee is to review revenues and expenditures related to Measure P and provide opinions to the ECC on whether expenditures align with the priorities of the community.

FINDINGS:

F1. MPOC has met annually

F2. Measure P funds are properly accounted for and segregated in the Exeter budget

F3. Future revenues may be difficult to project since this sales tax is based on sales and economic downturn or loss of local business could impact revenue

RECOMMENDATION:

R1. Exeter City Council should seek input from the community on future Measure P expenditures

REQUEST FOR RESPONSE:

REQUIRED

Exeter City Council Findings F1-F3 Recommendation R1

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911, 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Section 924.2 and 929).

One member of the Tulare County Civil Grand Jury had a possible conflict of interest and recused themselves from this report.

May 27, 2026

The Honorable Judge Nathan Ide
County Civic Center, Room 303
221 S. Mooney Blvd.
Visalia, CA 93291

Tulare County Civil Grand Jury
5963 S. Mooney Blvd.
Visalia, CA 93277
Email: grand_jury@tularecounty.ca.gov

Tulare County Board of Supervisors
2800 W. Burrel Ave.
Visalia, CA 93291

Re: Exeter Measure P Review – Civil Grand Jury Report dated April 17, 2026

To Whom It May Concern:

The following comprises the City Council of the City of Exeter's response to the above-referenced Report, in accord with California Penal Code Section 933.05. The Tulare County Civil Grand Jury initiated an investigation into the impact of Measure P on the City's citizens, reviewing the City's revenues and expenditures to ensure compliance with the tax measure's requirements and a review of the formation and duties of the measure's oversight committee.

Grand Jury Findings and City Responses:

F1. MPOC has met annually

City Council Response F1. The City Council agrees with the finding.

F2. Measure P funds are properly accounted for and segregated in the Exeter budget.

City Council Response F2. The City Council agrees with the finding.

F3. Future revenues may be difficult to project since this sales tax is based on sales, and economic downturn or loss of local business could impact revenue.

City Council Response F3. The City Council agrees with the finding.

Grand Jury Recommendation:

R1. Exeter City Council should seek input from the community on future Measure P expenditures.

City Council Response R1. The recommendation has been implemented. The Measure P oversight committee holds open noticed and public meetings, where members of the community are provided opportunity to comment on both the revenues and expenditures. Additionally the City Council holds multiple open noticed and public meetings concerning the City budget, capital expenditure plan, and priority projects, where the Measure P revenues, and actual and proposed expenditures are reviewed and discussed, and where participation and comments from the community members welcomed and encouraged. The City Council and Measure P Oversight Committee will continue these activities and will continue to encourage public input.

The City Council appreciates the valuable service the Civil Grand Jury provides to the community. Please do not hesitate to contact the City should you have any additional questions.

Thank you.

Sincerely,

Jacob Johnson
Mayor, City of Exeter



Agenda Item Staff Report

Agenda Item Number: I.10.

Meeting Date:

May 26, 2026

Wording for Agenda:

Receive and File the City Treasurer's Report for March 2026.

Submitting Department:

Finance

Contact Name:

Janie Rodriguez, Finance Director

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Department Recommendation:

Staff recommends that the City Council receive and file the City Treasurer's Report for March 2026.

Summary:

The attached City Treasurer's Report provides a summary of the City's banking activity, reconciles those balances to the City's general ledger, and identifies where City funds were invested as of March 31, 2026. The report reflects the City's use of California Local Agency Investment Fund (LAIF), treasury notes, and other liquid investments held by US Bank Trust. The report is prepared in accordance with the City's investment policy and applicable provisions of California Government Code Section 53600.

Background:

After several government entities had large negative investment results in the 1990's, the State of California developed new investment policies for Cities and other local agencies to follow. One requirement is investment reporting to the approving board. The Finance department presents the treasurer's report quarterly to the City Council. The City invests excess city funds in the Local Agency Investment Fund (LAIF), treasury notes and certificates of deposit with various maturity dates. The rates on the treasury notes and CDs vary from 1.63% to 4.38% whereas the LAIF Fund rate at March 31, 2026, was 3.98%, down from the prior quarter.

Governmental Accounting required Cities record unrealized gains and losses in their general ledgers. The prior two treasurer's reports did not reflect the unrealized gain or loss. The

unrealized gains and losses for the quarters ending September 30, 2025 and December 31, 2025, have been calculated and included in this report.

The changes in unrealized gains and losses are itemized below by quarter:

September 30, 2025	\$ 17,820.97
December 31, 2025	\$ 10,909.50
March 31, 2026	<u>\$ (50,176.22)</u>
Net Year-to-Date Unrealized Loss	<u>\$ (21,445.75)</u>

Fiscal Impact:

There is no fiscal impact associated with this item.

Prior City Council Actions:

City Council receives and files Treasurer’s Reports quarterly.

Attachments:

- Treasurer’s Report for March 31, 2026

Recommended motion to be made by the City Council:

I move to receive and file the City Treasurer’s Report for March 31, 2026.

CITY OF EXETER TREASURER'S REPORT

PO BOX 237 - 137 N F STREET, EXETER 93221
Phone 592-3710 - Fax 592-3556

Quarter 3

1/31/2026

2/28/2026

3/31/2026

CASH ON HAND							
Beginning Balance		\$	1,035,137.83	\$	1,057,067.89	\$	1,462,574.82
Deposits							
	Beginning Deposits In Transit	\$	13,492.19	\$	42,474.84	\$	18,631.13
	Bank Deposit (Cash/Checks)	\$	346,528.47	\$	461,670.50	\$	515,402.34
	Payroll Return ACH	\$	130.99	\$	-	\$	-
	LAIF to BOTS Transfer	\$	-	\$	-	\$	-
	Direct Deposit (Paymentus, Ipay, ACH Receipts)	\$	821,945.18	\$	758,564.01	\$	697,316.94
	Total deposits	\$	1,182,096.83	\$	1,262,709.35	\$	1,231,350.41
Withdrawals							
	City Checks Processed	\$	810,230.09	\$	576,765.05	\$	570,636.64
	Manual Disbursements	\$	24,511.45	\$	15,510.34	\$	21,227.48
	Payroll EFT	\$	204,348.59	\$	172,393.14	\$	235,929.01
	Payroll Checks Processed	\$	12,214.11	\$	3,026.43	\$	3,906.20
	CalPERS Retirement costs	\$	57,076.77	\$	50,269.99	\$	52,670.10
	Payroll Taxes	\$	49,821.89	\$	32,930.81	\$	30,323.22
	Deferred Comp	\$	676.98	\$	676.98	\$	880.08
	FSA Disbursements	\$	123.50	\$	3,561.53	\$	5,914.73
	Chargebacks	\$	341.88	\$	509.60	\$	1,135.43
	State DCSS	\$	445.21	\$	204.32	\$	-
	Bank Fees	\$	65.00	\$	80.00	\$	150.00
	Water/Sewer Bond Payment	\$	-	\$	-	\$	103,786.25
	USPS Postage	\$	311.30	\$	1,274.23	\$	273.43
	Total Withdrawals	\$	1,160,166.77	\$	857,202.42	\$	1,026,832.57
Ending Bank Balance		\$	1,057,067.89	\$	1,462,574.82	\$	1,667,092.66
	Undeposited Cash on Hand	\$	36,556.72	\$	19,030.83	\$	2,823.50
	Paymentus Timing of Utility Payments	\$	6,317.82	\$	-	\$	10,508.70
	Total Outstanding Deposits	\$	42,874.54	\$	19,030.83	\$	13,332.20
Outstanding Checks							
	General	\$	44,042.16	\$	96,820.03	\$	40,464.93
	Payroll	\$	55,076.35	\$	56,300.76	\$	3,619.88
	Total outstanding checks	\$	99,118.51	\$	153,120.79	\$	44,084.81
Adjusted Bank Balance		\$	1,000,823.92	\$	1,328,484.86	\$	1,636,340.05

Prepared By:


Rene Miller, Accountant

Approved By:


Xochitl Hernandez, Finance Manager

CITY OF EXETER INVESTMENT REPORT

PO BOX 237 - 137 N F STREET, EXETER 93221 Phone: 559-592-3710

For quarter ending

3/31/2026

Beginning Cash Balance	\$ 28,135,226.55
Disbursements	(514,245.45)
Journal-Entries	(219,343.01)
Manual-Disbursements	(21,199.88)
Payroll	(187,218.02)
Receipts	629,393.05
Utilities	595,123.30
Reconciled Ending Cash Balance	\$ 28,417,736.54

INVESTMENTS	
Exeter PD Safekeeping	Total: \$ 12,982.24
Petty Cash	Total: \$ 1,100.00
Charles Schwab	\$ 0.23
	\$ 14,082.47

MONEY MARKET FUNDS	TITLE	PURCHASE DATE	MATURITY DATE	RATE	PAR VALUE	
	Local Agency Investment Fund	Various	Demand	3.98000%	\$ 22,703,552.71	
	US Bank Trust Revenue Fund	Various	Demand	8.00511%	\$ 572,741.00	
Trf to USB Trust Revenue Fund	US Savings	Various	Demand	0.08997%	\$ -	
						Total: \$ 23,276,293.71

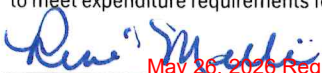
TREASURY OBLIGATIONS	TITLE	PURCHASE DATE	MATURITY DATE	RATE	PAR VALUE	PRINCIPAL COST
US Treasury	US Treasury Obligations Bond	Oct-21	11/30/2026	1.625%	\$ 500,000	\$ 513,457.03
	US Govt Agency Securities Bond	Mar-24	6/23/2026	4.375%	\$ 1,030,000	\$ 1,030,047.38
	Unrealized Gain/Loss					\$ (19,494.41)
						Total: \$ 1,530,000 \$ 1,524,010.00

CERTIFICATE OF DEPOSIT	TITLE	PURCHASE DATE	MATURITY DATE	RATE	PAR VALUE	PRINCIPAL COST
CD	BNY Mellon NA INSTL CTF DEP	Mar-25	3/8/2027	4.100%	\$ 244,000	\$ 244,000
CD	Dundee Bank Omaha	Apr-22	4/8/2027	2.250%	\$ 247,000	\$ 247,000
CD	Alabama Credit Union	Feb-24	2/28/2028	4.350%	\$ 249,000	\$ 249,000
CD	Members Trust of SW FCU	Feb-24	2/28/2028	4.250%	\$ 249,000	\$ 249,000
CD	American Exp Natl Bank	Jan-26	3/6/2028	4.250%	\$ 244,000	\$ 244,000
CD	Valley National Bk Passaic NJ	Mar-25	3/6/2028	4.250%	\$ 244,000	\$ 244,000
CD	Morgan Stanley Bk	Jan-26	1/8/2029	3.700%	\$ 245,000	\$ 245,000
CD	BMW Bk North American SLC Utah	Jan-26	1/2/2030	3.810%	\$ 245,000	\$ 245,000
				4.20%	\$ 1,967,000	\$ 1,967,000

Total Investments	\$ 26,781,386.18
Total City Funds	\$ 28,417,736.54
Ratio of Invested Funds/Available Funds	94%

I verify that this investment portfolio is in conformity with all State laws and the City's Investment Policy which is approved annually by the City Council.

The Treasurer's cash management program provides sufficient liquidity to meet expenditure requirements for the next three months.


Rene Miller, Accountant



Agenda Item Staff Report

Agenda Item Number:

J.1.

Meeting Date:

May 26, 2026

Wording for Agenda:

Consideration of Continued Participation in Tulare County Economic Development Corporation.

Submitting Department:

Administration

Contact Name:

Jason Ridenour, City Administrator

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Department Recommendation:

Staff recommends the City Council receive the presentation and provide direction on the City of Exeter's continued participation in the Tulare County Economic Development Corporation.

Background & Summary:

The Tulare County Economic Development Corporation (TCEDC) was established in 1983 by the County of Tulare and the eight incorporated cities within the county. The intent of the TCEDC is to support economic development in the region through recruiting industrial businesses to locate within the county. TCEDC's mission is to be the regional leader of economic development by attracting, supporting, and retaining business and industry for the communities of Tulare County.

The former Executive Director of the TCEDC, Airica de Oliveria, provided a presentation to the City Council on August 12, 2025. On September 29, 2025, Mrs. de Oliveria resigned from her position with the TCEDC. Currently, there are no TCEDC staff members employed by the agency. Recently, Mike Washam, Associate Director for Tulare County Resource Management Agency, and the Economic Development Department team at County of Tulare have temporarily assumed the staff support role for the TCEDC. Staff has been coordinating with TCEDC and member agencies relating to the future of the organization.

The TCEDC issued a request for proposals to identify a consultant to conduct a comprehensive analysis of the organization and provide a plan as it pertains to the organization's structure and strategy to improve the effectiveness of their business recruitment efforts.

Fiscal Impact:

The fiscal impact of membership of the TCEDC is \$5,000. The membership fee has been included in the adopted budget.

Prior City Council Actions:

The TCEDC last provided a presentation to the City Council on August 12, 2025.

Attachments:

None.

Recommended motion to be made by the City Council:

I move to provide direction on the payment of the invoice for the current fiscal year and continued participation in the Tulare County Economic Development Corporation.



Agenda Item Staff Report

Agenda Item Number:

J.2.

Meeting Date:

May 26, 2026

Wording for Agenda:

Consider Rejection of all Bids Received for City of Exeter Request for Bids (RFB) No. 26-01 for the 2026 Reclamite Project and Authorize Staff to Reissue RFB No. 26-01.

Submitting Department:

Public Works

Contact Name:

Zachary Boudreaux, Director of Public Works

Department Recommendation:

Staff recommends that the City Council reject all submitted bids for City of Exeter Request for Bids (RFB) Number 26-01 for the 2026 Reclamite Project and authorize staff to reissue RFB 26-01.

Summary:

At the regularly scheduled City of Exeter City Council meeting on March 24th, 2026, Council authorized staff to release RFB 26-01 for the 2026 Reclamite Project. One (1) bid was received from Pavement Coatings Co. which exceeded the anticipated project cost estimate. Staff recommends rejecting the bid and re-issuing the RFB in an effort to encourage broader contractor participation and promote a more competitive bid process.

Background:

The City of Exeter Public Works department implements several methods for pavement maintenance, replacement, and preservation throughout the City based on specific street conditions that are determined from regular street pavement analysis. Our 2019 and most recent 2025 streets pavement analysis suggest Reclamite treatment on several roads that are in good condition, but require regular treatment to maintain their integrity.

Reclamite treatment is one that is applied to roadways that have recently been replaced or resurfaced and is recommended for roadways that meet the criteria every 5 years. Reclamite

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R

works by penetrating down deep into the asphalt, reactivating essential oils (maltenes) that are lost to oxidation and aging, rebalancing the asphalt binder and significantly extending the useful life of the roadway.

Staff received one (1) bid from Pavement Coatings Co. which significantly exceeded the estimated cost for the project. Staff recommend rejecting the bid and re-issuing the RFB in an effort to encourage broader contractor participation and promote a more competitive bid process. Staff regularly monitor the market price for municipal projects from surrounding Cities for similar projects to estimate project costs and ensure that the City of Exeter projects are within the current market range. At the regularly scheduled March 20, 2026, City of Visalia council meeting, Visalia announced a proposed cost for a similar project that equated to \$0.66 per square yard of pavement surface treated. The single bid that the City of Exeter received equates to \$1.57 per square yard representing a 238 percent increase over the cost per square yard more than the City of Visalia project.

There are several factors that could have contributed to the significant cost difference. The City of Exeter project is significantly less total yardage, ongoing world events that have driven up the price of oil, and that the bid process resulted in the City only receiving one bid response. Staff contacted Pavement Coatings Co. in an effort to “piggyback” on Visalia’s contract with Pavement Coatings to obtain the same pricing per square yard as the City of Visalia project; Pavement Coatings was unable to allow the City of Exeter to piggyback on Visalia’s contract.

In an effort to address the limited bid response, staff has reviewed the requirements in the bid document to increase the number of responses from local contractors. The prior bid document required a Class A contractor’s license for the project. Staff propose to allow for a combination of Class C contractor’s licenses to qualify for the project. This change will allow smaller specialized contractors to team up with other specialized contractors to create a team that is capable of completing the project while still meeting City of Exeter requirements for licensure and performance.

Fiscal Impact:

No fiscal impact at this time.

Prior City Council Actions:

City Council approved the release of RFB No. 26-01 on March 24th, 2026.

Attachments:

- Draft RFB 26-01
- Reclamite Project Map
- Reclamite Area Lists
- Sign in sheet and Bid Tabulation

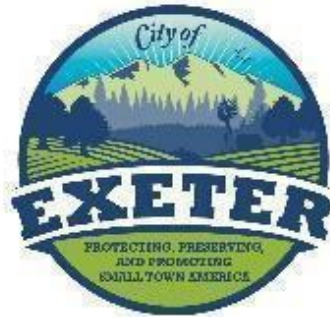
Recommended motion to be made by the City Council:

I move to reject all bids submitted in response to City of Exeter Request for Bids (RFB) No. 26-01 for the 2026 Reclamite Project and authorize staff to reissue the Request for Bids.

**CITY OF EXETER
PUBLIC WORKS DEPARTMENT**

CONSTRUCTION SPECIFICATIONS

FOR CONSTRUCTION ON



FY -26 RECLAMITE PROJECT

IN

**CITY OF EXETER
TULARE COUNTY**

**PROJECT NO.
26-01**

Dated: May 27, 2026

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73EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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IMPORTANT DATES:

Bid Release	May 27, 2026
Non-Mandatory Pre-bid Meeting	June 3, 2026 at 9:00AM – 137 N. F St, Exeter, CA
Deadline for Questions/RFI's	June 10, 2026
Proposals DUE and Public Bid Opening	June 17, 2026 at 2:00PM – 137 N. F St, Exeter, CA
Anticipated Award Date	June 24, 2026

**CITY OF EXETER
STATE OF CALIFORNIA
NOTICE TO CONTRACTORS**

Project Name: FY 26 RECLAMITE PROJECT
Project No.: 1
RFB No.: 26-01

Sealed bids will be received at City Hall, 137 North F Street or P.O. Box 237, Exeter, California 93221, **until 2:00 p.m. on Wednesday, June 17, 2026**, and promptly thereafter all bids that have been duly received will be publicly opened and read aloud for furnishing to said City all labor, materials, equipment, transportation, and services necessary to perform work. It is the bidder's responsibility that the sealed bid is received by the City of Exeter by the date and time stated above.

Instructions to bidders, specifications and bid forms may be inspected and obtained by visiting our web site at <https://cityofexeter.com/> or by calling (559) 592-3318. However, to prevent misinterpretations, the City would prefer that all questions be sent by email to pw@exetercityhall.com. **Questions must be received no later than 3:00pm on Wednesday, June 10, 2026.**

A **non-mandatory** pre-bid meeting will be held on **Wednesday, June 3, 2026 at 9:00 a.m.** at 137 North F Street, Exeter, California.

This project requires the Contractor to have an active California **Class A General Engineering or combination of Class C Contractor License that allows all portions of this type of work. A copy of the license is required in the bid package.**

A certified check, cashier's check, or bidder's bond in the amount of ten percent (10%) of the bid made payable to the City of Exeter will be required to accompany each proposal.

All Contractors and/or subcontractors shall be required to obtain a City of Exeter Business Tax Certificate. No payment will be made to any Contractor until such license is obtained.

The Contractors must be registered with the State of California Department of Industrial Relations in compliance with SB854 which states: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Awarded Contractor will be required to furnish electronic payroll records for project to the Labor Commissioner.

Per the California Labor Code (CLC), the following statements are hereby incorporated into this Contract:

As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to

bid, be listed in a bid proposal, or perform any public work for the City of Exeter. Proof of registration for each contractor and subcontractor listed on the bid is required.

As set forth in CLC section 1771.4(a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As set forth in CLC section 1773, the City of Exeter shall obtain the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. In accordance with labor code section 1773.2, this information is to be included in the bid specifications and in the contract itself.

This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from the State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, available at City of Exeter address and available from the California Department of Industrial Relations' Internet web site: <http://www.dir.ca.gov/dlsr/PWD/index.htm>.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wage: and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These rates shall be a part of the Contract and are on file at the City and will be made available to any interested person on request. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

City reserves the right to temporarily retain five percent (5%) from each payment to Contractor pursuant to California Public Contract Code § 7201 until the City determines that all work and other requirements of this Contract are complete. Pursuant to Section 22300 of the California Public Contract Code (Section 10263 of the Public Contract Code for State Agencies), the Contractor may substitute securities for any money held by the City to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or federally chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The City shall not certify that the contract has been completed until at least 35 days after filing by the City of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

CITY OF EXETER
Zachary Boudreaux, Director of Public Works

I. DEFINITIONS

For the purposes of this RFB NO. 26-01, the following terms shall have the meanings indicated:

1. "City" means the City of Exeter
2. "City Council" means the Council of the City of Exeter
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. "RFB" means Request for Bid No. .

II. INTRODUCTION

The City of Exeter is soliciting Bids for the Reclamite Project as specified in this RFB and attached exhibits. The successful bidder shall be responsible for providing all services and products necessary to fulfill the requirements of this Invitation to Bid.

The successful bidder shall be responsible for providing all services necessary to fulfill the requirements of this Invitation to Bid upon receipt of the City's Notice to Proceed. No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of Chapter 9 of Division of 3 of the State of California Business Professions Code. This project requires the Contractor to have a **Class A or combination of Class C licenses** to perform all aspects of the work.

The contract term shall be for 30 working days and shall, at the City's option and with the consent of the CONTRACTOR, be executed with a Notice to Proceed. Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid. It is the City's intent to have this work completed within the summer months of June 15th - September 15th.

The project is primarily to Reclamite seal and restripe streets in Exeter per plan. Every effort shall be taken so traffic control and project work leads to least to disruption to the residents of the City of Exeter. Prior work notification will be the contractor's responsibility and shall be distributed to each business and property owner affected by your work. This notice will discuss how the work performance will affect the streets and the residents.

It is understood that the City of Exeter is NOT exempt from California State Sales Tax of 7.75 percent. The sales tax is to be included in each bid. The City of Exeter must consider all costs associated with determining low bidder (including freight and taxes) and reserves the right to award bid that is in the best interest of the City of Exeter. The winning bidder will be the lowest cost for the total of all four quadrants combined.

DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, Public Works Contractor Registration Program and Project Labor Agreements

All contractors and subcontractors bidding and performing work on Public Works Projects must:

1. Register on an annual basis with the California Department of Industrial Relations (DIR)
2. Effective April 1, 2015, furnish electronic payroll records for new projects to the Labor Commissioner.

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids by unregistered contractors submitted after April 22, 2026 may be rejected as non-responsive.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term “project labor agreement” is defined in Public Contract Code 2500(b)(1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Exeter has no ordinances requiring or prohibiting such agreements.

III. INSTRUCTIONS

1. Fill out attached Bid Form in ink or typewriting completely.
2. Cross out and initial mistakes in ink and place the correct response next to same.
3. Timely submit Bid in a sealed envelope addressed and marked as follows:
Bid must include one (1) hard copy, and one (1) digital copy submitted via email to pw@exetercityhall.com -and/or- via flash drive included with the hard copy.

To:

City of Exeter Department of Public Works
PO Box 237
Exeter, California 93221

From:

Bidders Name & Address

Marked:

Reclamite Project

RFB NO. 26-01

CLOSING DATE: Wednesday, June 17, 2026 at 2:00 P.M.

4. Sealed bids should be delivered to City Hall, 137 North F Street, Exeter, California. It is the bidder's responsibility that the sealed bid is received by the City of Exeter by the date and time stated above.
5. Inquiries: Instructions to Vendor, Specifications and Bid Forms may be inspected and obtained by visiting our web site at <https://cityofexeter.com/> or BIDNET. To prevent misinterpretations, the city would prefer that all questions be sent by email to pw@exetercityhall.com. Questions must be received no later than Wednesday, April 15, 2026 at 3:00pm.
6. Bidder's Bond: Each bid must be accompanied by one of the following forms of bidder's security in the amount of 10% of the amount bid: (1) cash; (2) a cashier's check made payable to the City; (3) a certified check made payable to the City; or (4) a bidder's bond executed by an admitted surety insurer, made payable to the City.

IV. SCOPE OF SERVICES / PROJECT

Background: The City of Exeter would like to establish a contract with a Contractor for Reclamite seal and striping work on City-owned or Right-of-Way properties, such as, but not limited to streets, alleys, roadways, parking lots and pads. The work includes traffic control, reclamite and restriping. The bid forms are broken down by task for ease of calculating bids. The awarded Contractor shall be provided an Authorization to Proceed to begin work. Upon authorization, the Contractor shall be completed with the work within 30 working days. It is the City's intent that this work is completed between the 15th of June 2023 and 15th of September 2023.

Reclamite Project

Please see attachments:

Appendix A – Map and Street List

Contractor's Responsibilities: Contractor shall provide all labor, tools, materials and supervision to complete work as estimated and in a timely fashion. All work to be done shall have prior approval of the City of Exeter. Contractors will also be responsible for obtaining any necessary permits, including approved traffic control plans, that may be required by project and scheduling for inspections prior to beginning any work.

Work consists of:

- a. Provide written and verbal notification of impending work and process of work at the contractor's expense.
- b. Install approved appropriate traffic control
- c. Preparing the streets by cleaning/sweeping the areas to be Reclaimed, with prior inspection in accordance with all applicable City of Exeter construction.
- d. Debris removal and cleanup to the City's satisfaction and standard typical traffic control shall be used to protect the public and workers alike.

After work is satisfactorily completed, the contractor will invoice the city.

All safety practices shall be followed according to OSHA standards. Contractor shall be responsible for cleanup and disposal of all material around site area on a daily basis. All work shall be commensurate with the highest professional standards and shall be performed with the public's safety in mind by a licensed contractor.

V. PRE-BID AND BID MEETINGS

1. Non-Mandatory Pre-Bid Meeting. A non-mandatory pre-Bid meeting will be held at 137 North F Street Exeter, CA. and have been scheduled as follows:

Wednesday, June 3, 2026, at 9:00 a.m

Information regarding the project will be provided at that time. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

2. Post Award Meeting. Subsequent to the award of contract, the Contractor shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Contractor shall contact the Project Manager within ten (10) days of the date of the Notice to Proceed to arrange this meeting.

City Project Manager:	Zach Boudreaux
Department:	Public Works

VI. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on **Wednesday June 17, 2026 at 2:00 P.M.** at 137 N F Street, Exeter CA, City Hall. The name of each Bidder and the amount of each Bid shall be open to public inspection at the Bid opening and after an award decision has been made. Other Bid information will not be available for public review during the evaluation phase or until the award of the contract.
2. Bid Confidentiality. The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

After the award, the City intends that its selection process will be open and public. Respondents are advised that the California Public Records Act ("PRA") provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. The Federal Freedom of Information Act ("FOIA") contains a similar provision. Each Bidder shall clearly identify any information within its Bid that it intends to ask the City to withhold as exempt under either the PRA or FOIA. Any information contained

in a Bidder's submission which the Bidder believe qualifies for exemption from public disclosure as "Proprietary" or "Confidential" must be identified as such at the time of first submission of Bidder's Bid to this RFB. Any failure to identify information contained in a Bidder's Bid to this RFB as "Proprietary" or "Confidential" shall constitute a waiver of Bidder's right to object to the release of such information upon request under either Act.

VII. AWARD

1. Most Responsive, Responsible Bidder. Award shall be made to the most responsive, responsible Bidder whose Proposal meets the requirements and criteria set forth in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB.

The City of Exeter reserves the right to award bids received on the basis of splitting the purchases/services as described in this bid and awarding to more than one vendor and to accept the bid that is in the best interest of the City of Exeter.

2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

VIII. PROTESTS/APPEALS

Because it is essential that Bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer Bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

1. Any actual Bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City in writing within five (5) working days after such aggrieved Bidder knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto; and
2. Should identify only the areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.
3. The City shall have the authority to settle and resolve each protest. The resolution will be provided to Bidder in writing within five (5) working days of receipt of the appeal unless the Bidder is notified more time is required.
4. Further levels of appeal may be made in accordance with the appeals provision contained in the City's "Purchasing and Contract Procedures".

IX. SPECIAL CONDITIONS

1. Product Issues

- a. Complete Product. The successful Bidder shall be responsible for providing all materials, products, equipment and/or services necessary to fulfill the requirements of this RFB.
- b. Product Inspection. The City will have ten (10) working days to inspect equipment for workmanship, appearance, proper functioning of all equipment, and conformance to all other requirements of this specification. If deficiencies are detected, the equipment will be rejected, and the vendor will be required to make necessary repairs, adjustments, or replacements. Payment and/or commencement of a discount period, if applicable, will not be made until the defects are corrected and the equipment re-inspected and accepted.
- c. Quantities/Change Orders. The City reserves and shall have the right to make such changes to the work as may be necessary and desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Project Manager shall be and is hereby authorized to make such changes in the work as may increase or decrease the originally awarded contract quantities and/or total contract cost. The Contract Price, or the amount due the Contractor will only be reduced/increased after the price change is reviewed and authorized by the Administration.
- d. Omitted Items. Project Manager is authorized to omit minor contract items. Major items must be omitted by supplemental agreement.
- e. Extra Work. Contractor is prohibited from doing extra work, unless authorized by the Project Manager Payment for approved Extra Work shall be as agreed to in writing.
- f. Removal of Obstructions. Contractor shall remove and dispose of all structures, debris or other obstructions of any character required for completion of the project. Any temporarily removed or relocated items shall be replaced.
- g. Clean Up. Prior to acceptance and final payment, Contractor shall clean up the site of work, and any areas occupied by Contractor in connection with the project. The site shall be left in a condition equal to or better than it was prior to beginning the project.
- h. Control of Worksite. Contractor is responsible for worksite safety and for preventing damage to improvements. Worksites must be controlled, barricaded or fenced to prevent hazards to the public travelling. Contractor is responsible for vandalism or damage at the worksite that occurs while the worksite is under their control. The contractor shall secure the worksite until all improvements have cured

to a state that prevents the improvements from easily being damaged by vandalism, and vehicles or pedestrians.

2. City-Contractor Relations

- a. Project Manager's Responsibility and Authority. City will designate a Project Manager. The Project Manager shall decide issues of quality and acceptability of materials, products, equipment, and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, their agents or employees.
- b. Control of Materials:
 - (1) Source of Supply and Quality of Materials Guarantee. All materials, parts and equipment supplied by the Contractor shall be new and/or of a quality equal to that specified.
 - (2) Equivalent Materials. Trade names or manufacturer's catalog information, where used, are a means of indicating kind, type, design, style, finish, durability or quality desired and are not intended to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those specified. The burden of proof of compliance with the specifications is the responsibility of Contractor. City shall be the sole judge as to the adequacy of any item for substitution.
 - (3) Manufacturer's Directions. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- c. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs related to the project. Contractor may designate a superintendent.
- d. Project Site/Existing Utilities and Structures.
 - (1) Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures, including, but not limited to, sewers, water service, drains and culverts, underground utilities and the like.
 - (2) USA Notification. Contractor shall notify underground service alert ("USA") of times and locations of proposed excavations.
 - i. Contractor shall notify owners of and be responsible for damage to utilities and substructures.
 - ii. If damage occurs to an unknown utility, Contractor shall repair the utility.
 - iii. Contractor shall not make connection to or draw water from any hydrant or pipeline without first obtaining permission to do so from the City's Public Works Dept.

- e. Signs, Barricades, and Notice. Contractor must provide and maintain proper traffic control, barricades, fences, signal lights, watchmen, and notice in general to the surrounding public, in accord with local, federal, and state requirements.
- f. Labor
 - (1) Workmanship. Workmanship shall be equal to the best general practice of modern-day practice.
 - (2) Qualification. Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty in a safe manner.

3. Legal Responsibilities.

- a. It is the responsibility of the Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes, but is not limited to, compliance with Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws, and ensure against discrimination.

X. GENERAL CONDITIONS

- 1. It is the policy of the City to provide equal opportunity to all candidates when selecting Bidders to provide public services. Bidders are expected to be equal opportunity employers.

The City hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit a Bid in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.

Bidder shall provide to the City a list of all instances within the last ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken is required.

- 2. Post-Closing Date Corrections are prohibited.
- 3. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.

4. Bids must be submitted on or before the Closing Date. Any Bids received after the Closing Date shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.
5. Bids may be withdrawn prior to the Bid Closing Date by writing to the Purchasing Division.
6. Telegraphic, telephonic, electronic and facsimile Bids and withdrawal requests will not be accepted.
7. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.
8. All Bids are the property of the City after submission.
9. City is not responsible for Bid errors and omissions.
10. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.
11. A written amendment or addenda issued by City is the only method which should be relied on with respect to changes to the RFB. Respondents are responsible to contact the City prior to submitting a Bid to determine if any amendments were made to the RFB.
12. Any contract resulting from the RFB will be jointly administered by the City's Finance Department and the Department requesting Bids.
13. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Call 559-592-3710 for more information.
14. Bidder shall provide insurance as required by law and as indicated in the proposed contract.
15. This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from the State Wage Determinations for all trades as set forth in the General Prevailing Wage Rates available from the California Department of Industrial Relations.
16. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.
17. Bidder shall withhold, pay and report all taxes and issue W - 2 forms at the end of each calendar year for employees used to implement the proposed contract.

18. Pursuant to the City's Charter, all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.
19. The City may make such an investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories and reputation.
20. Each Bidder will be required to submit Affidavits and/or Bid Guarantees which are attached in Exhibit "B".
21. The quantities given on each Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Exeter does not, expressly or impliedly agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at Unit Bid prices.
22. Bidders shall satisfy themselves by personal examination of the work site, specifications, plans, and other contract documents, and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials or equipment to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.
23. The City is not exempt from California State Sales Tax. The City is exempt from Federal Excise Taxes. Do not include Federal Excise Taxes in the prices quoted in this bid. The City will furnish exemption certifications upon request.
24. The City of Exeter is not liable for any costs incurred by Bidder in responding to this Request for Bid.
25. This contract may be terminated without cause by the City, in whole or in part, by giving the Contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City.

If the Contractor shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part by written notice. Termination shall take effect ten (10) calendar days after the date of mailing said termination notice.

Any assignment, subletting or transfer of the interest of the contractor, either in whole or in part, without the written consent of the City shall be cause for the City to immediately terminate the agreement for default.

Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

XI. POST AWARD RESPONSIBILITIES

1. Written Contract with City. A written agreement in a form similar to that attached to this Request for Bid as Exhibit “C” with Attachments 1-2 must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract will be provided with the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.
2. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.
3. State Requirements. Contractor must comply with California Labor Code and California Public Contract Code.
4. Insurance. Contractor shall obtain and maintain the minimum insurance coverage outlined Exhibit “C”, Attachment 2. Contractor shall provide evidence of such insurance to City’s Purchasing Division prior to commencement of work.
5. Required Bonds: Upon determination by the City that a contract has been entered and Contractor has provided all of the information that it is required to provide pursuant to this RFB, City will issue, in writing, a notice to proceed on the project to Contractor.

CONTRACT AMOUNTS

FROM: CONTRACTOR _____

Company Name

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all the work required to complete said work in accordance with said Plans, if any, Standard Specifications, Construction Specifications and Contract Documents in the time and manner there in prescribed, for the unit price or lump sum price set forth in the following **Bid Schedule**:

2026 ANNUAL RECLAMITE PROJECT SCHEDULE BY QUADRANT
Combined Total of all Quadrants below the last Quadrant.

BASE BID AREA 1

<u>ITEM NO.</u>	<u>DESCRIPTION OF WORK</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE (\$)</u>	<u>TOTAL (\$)</u>
1	Mobilization & Demobilization	1	LS		
2	Traffic Control	1	LS		
3	Bituminous Seals - Reclamite	47,596	SY		
4	Striping and Pavement Markings	1	LS		
5	Raised Pavement Markings	1	LS		
BASEBID TOTAL BID AMOUNT (\$) =					

BASE BID AREA 2

<u>ITEM NO.</u>	<u>DESCRIPTION OF WORK</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE (\$)</u>	<u>TOTAL (\$)</u>
1	Mobilization & Demobilization	1	LS		
2	Traffic Control	1	LS		
3	Bituminous Seals - Reclamite	27,100	SY		
4	Striping and Pavement Markings	1	LS		
5	Raised Pavement Markings	1	LS		
BASEBID TOTAL BID AMOUNT (\$) =					

BASE BID AREA 3

<u>ITEM NO.</u>	<u>DESCRIPTION OF WORK</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE (\$)</u>	<u>TOTAL (\$)</u>
1	Mobilization & Demobilization	1	LS		
2	Traffic Control	1	LS		
3	Bituminous Seals - Reclamite	66,226	SY		
4	Striping and Pavement Markings	1	LS		
5	Raised Pavement Markings	1	LS		
BASEBID TOTAL BID AMOUNT (\$) =					

BASE BID AREA 4

<u>ITEM NO.</u>	<u>DESCRIPTION OF WORK</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE (\$)</u>	<u>TOTAL (\$)</u>
1	Mobilization & Demobilization	1	LS		
2	Traffic Control	1	LS		
3	Bituminous Seals - Reclamite	37,804	SY		
4	Striping and Pavement Markings	1	LS		
5	Raised Pavement Markings	1	LS		
BASEBID TOTAL BID AMOUNT (\$) =					

BASE BID AREA 5

<u>ITEM NO.</u>	<u>DESCRIPTION OF WORK</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE (\$)</u>	<u>TOTAL (\$)</u>
1	Mobilization & Demobilization	1	LS		
2	Traffic Control	1	LS		
3	Bituminous Seals - Reclamite	30,097	SY		
4	Striping and Pavement Markings	1	LS		
5	Raised Pavement Markings	1	LS		
BASEBID TOTAL BID AMOUNT (\$) =					

COMBINED TOTAL COST IS:

\$ _____ (numbers)

\$ _____
 _____ **dollars.** (written out)

In case of a discrepancy between unit price and total, the unit price shall prevail.

The Bid for this project contains a Base Bid. The City reserves the right, as budget allows to award Base Bid only

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to deliver the payment and performance bonds in the sums to be determined as aforesaid, with surety satisfactory to the City of Exeter, and to deliver all required insurance policies within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the City Council may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Exeter.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Questionnaire and Statement are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature, under penalty of perjury, of this Questionnaire and Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DRUG-FREE WORKPLACE CERTIFICATION

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
 STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE
(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))

To Accompany Bid Form

By submission of a Bid, the BIDDER certifies that it has read the “Anti-Kickback Procedures,” referenced above and that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

To Accompany Bid Form

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

BID PROPOSAL CONTRACT

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, director and manager thereof and all stockholders owning more than 10% equity interest in corporation; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last name in full.

Print Name of Corporation or True Name of Firm

Print Officer's Name or Copartner's Name and Title

Print Officer's/Stockholder Name or Copartner's Name and Title

Print Officer's/Stockholder Name or Copartner's Name and Title

Print Officer's/Stockholder Name or Copartner's Name and Title

Print Officer's/Stockholder Name or Copartner's Name and Title

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____, Class of License(s) _____,

License Expiration Date _____.

Department of Industrial Relations Registration No. _____.

The representations made herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the City of Exeter.

Signature of Authorized Person(s)

Signature Title

Print Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address _____
Street Address

City	State	Zip Code
------	-------	----------

Business Telephone Number _____

Place of Residence _____ Dated: _____

E-mail _____

BIDDER'S BOND TO ACCOMPANY PROPOSAL

Known all men by these presents,

That we, _____, as principal and _____, As surety, are held and firmly bound into the City of Exeter in the sum of _____ dollars, (\$ _____), to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden _____ for _____ dated _____ is accepted by the City of Exeter and if the above bounded _____, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within fifteen days (not including Sunday) from the date of the mailing of a notice to the above bounden _____ by and from the said City of Exeter that said contract is ready for execution, then this obligation shall become null and void; other wise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 20_____.

SUBCONTRACTORS LIST

In accordance with the provisions of Section 2-8 “Designation of Subcontractors,” of the Standard Specifications, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price or \$10,000, whichever is greater. In each instance, the nature and extent of the work to be sublet shall be described.

The general Contractor to whom the contract is awarded will not be permitted, without the written consent of the City, to substitute any person as subcontractor in place of the subcontractor designated in the original bid, or to permit any subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original subcontractor. The City may consent to the substitution of another person as subcontractor, if the original subcontractor, after having reasonable opportunity to do so, shall fail or refuse to execute, when said written contract is based upon the conditions of the general contract and complies with the subcontractor's written bid.

The failure of the Contractor to specify a subcontractor for any portion of the contract work in excess of one-half of one percent or \$10,000 of the total contract price shall be deemed to indicate that the Contractor intends to perform such portion himself. The subletting or subcontracting of work for which is in excess of one-half of one percent or \$10,000 of the total contract price, will be allowed only with the written consent of the City.

Complete Columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (559) 713-4801 within twenty-four (24) hours after the bid opening. Failure to provide complete information in Columns 1 through 4 will result in a non-responsive bid. See the following page for the SUBCONTRACTORS LIST table.

In Column 1 the Contractor shall also list the Subcontractor’s Department of Industrial Relations (DIR) Registration Number. This registration number is required to comply with California Labor Code provisions including section 1725.5.

SUBCONTRACTORS LIST

<p align="center">Column 1</p> <p>Business Name, Location, Contractor License Number, Class of License, DIR Registration Number, and e-mail address</p>	<p align="center">Column 2</p> <p>Bid Item No(s).</p>	<p align="center">Column 3</p> <p>A) Subcontracted Cumulative Dollar Amount & B) Subcontracted Percent of total project</p>	<p align="center">Column 4</p> <p>Description of Subcontracted Work</p>

CONTRACTOR’S REFERENCE FORM

Name of Proposing Company _____

Representative Name and Title _____

Phone Number & E-mail _____

This form is not required to be submitted with the bid. However, the apparent low bidder shall submit the form within 24 hours of bid opening. The City reserves the right to require any Contractor to complete and submit this form at any time. References must not be relatives of the Contractor’s representative or owners. The references given must be for clients with projects similar in size and nature to the proposed project within the last five years. See Section 2-14 “Contractor Qualification Requirements,” for further instructions.

Reference 1	
Client’s name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

Reference 2	
Client’s name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

Reference 3	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

CONTRACT

CITY OF EXETER

STATE OF CALIFORNIA

This Contract for the construction of the **FY 26 RECLAMITE Project**, is made between the City of Exeter, (hereinafter “The City”), and _____, (hereinafter referred to as Contractor) both parties having authority to enter into this Contract do agree to the following:

ARTICLE I - For and in consideration of the payments hereinafter mentioned to be made by the City, and under the conditions expressed in this Contract and Contract Documents (as those terms are defined in City of Exeter Engineering Standard Specifications), including the bonds submitted with this Contract, Contractor agrees at his own cost and expense, to do all the work and furnish all the materials necessary to construct and complete in a good, workmanlike, and substantial manner, the **FY 23 RECLAMITE Project**, as a fully operational and functional facility for the intended purpose in accordance with the Contract Documents, and in accordance with the reference documents listed in the Contract Documents, which are also made a part hereof.

Said work to be done is shown upon the following plans:

RFB No.: 26-01
Project Name: FY 26 RECLAMITE PROJECT
Project No.: 1

which said plans are hereby made a part of this contract.

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work described in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Exeter and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, and requirements of the City under them, to wit:

COMBINED TOTAL COST IS:

\$ _____ (numbers)

\$ _____
_____ **dollars.** (written out)

In case of a discrepancy between unit price and total, the unit price shall prevail.

The apparent Low Bidder will be based on the LOWEST SUM TOTAL of the BASE BID AREA 1 plus BASE BID AREA 2 plus BASE BID AREA 3 plus BASE BID AREA 4, plus BASE BID AREA 5.

The Bid for this project contains a Base Bid. The City reserves the right, as budget allows to award Base Bid or any combination of bids only.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to deliver the payment and performance bonds in the sums to be determined as aforesaid, with surety satisfactory to the City of Exeter, and to deliver all required insurance policies within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the City Council may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Exeter.

ARTICLE III - Contractor hereby agrees to indemnify and hold City and its officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government code 810.8), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this contract.

It is the intent of the parties that Contractor will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

The Contractor shall continuously protect City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the contract, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of Exeter in any emergency, the Contractor shall unconditionally comply therewith.

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

Commercial General Liability insurance with a combined single limit of not less than \$2,000,000 per occurrence. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. Such insurance shall (a) name City, its appointed and elected officials, officers, employees and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain Standard cross liability provisions. Such additional insured endorsement maintained by Contractor and its subcontractors shall not be required to provide coverage for City for the active negligence of City.

Commercial Automobile Liability insurance with a combined single limit of not less than \$2,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles and shall be provided by a business automobile policy.

Contractor shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

- a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;
- b. Indicate whether coverage provided is on a claims made or occurrence basis; and
- c. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City's Purchasing Division, Attention:

Purchasing

Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claim made policy is used, coverage shall be maintained during the contract term and for a period extending 5 years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion

of work under this agreement and shall continue to furnish certificates 4 years beyond the contract term, when Contractor has a claim made form(s). If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this agreement and/or obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

This insuring provision, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

ARTICLE IV - It is further expressly agreed by and between the City and the Contractor that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting with this instrument.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date opposite their respective signatures.

CITY OF EXETER

CONTRACTOR

City Administrator

Date

By: Authorized Agent

Date

ATTEST:

Print Name, Title

City Clerk

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY OF EXETER
PAYMENT BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Exeter, has awarded to Contractor _____,
hereafter designated as the “Principal”, a contract for the work described as follows:

referred to hereafter as “Contract.”

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and _____, referred to as “Surety” are bound unto the City of Exeter in the sum of \$ _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid pursuant to the California Revenue and Taxation Code for the wages of employees of the Principal and his subcontractors, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons, companies, or corporations, named in Civil Code Section 9100 as to give a right of action to such persons, entities, or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

_____ Name of Principal	_____ Date	_____ Name of Surety	_____ Date
_____ Signature for Principal		_____ Signature for Surety	
_____ Printed Name and Title		_____ Printed Name and Title	

Correspondence or claims relating to this bond should be sent to the surety at the following address:

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____ SS

On _____ before me _____,
personally appeared _____,

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

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

Notary Public

(SEAL)

**CITY OF EXETER
PERFORMANCE BOND
(To Accompany Contract)**

Bond No. _____

WHEREAS, the City of Exeter, has awarded to Contractor

_____,
hereafter designated as the “Principal”, a contract for the work described as follows:

_____,
referred to hereafter as “Contract.”

AND WHEREAS, said Principal is required to furnish a bond in connection with the above Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and _____,
referred to as “Surety” are held firmly bound to the City of Exeter in the sum of
\$ _____ dollars
(\$ _____), to be paid to said City or its certain attorney, its successors and
assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and
administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, its
heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and
well and truly keep and perform the covenants, conditions, and agreements in the Contract and any
alteration thereof, made as therein provided, on it or their part to be kept and performed within the
time and in the manner therein specified, and in all respects according to their intent and meaning,
and shall indemnify and save harmless the City of Exeter, its officers and agents, as therein
stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain
in full force and virtue.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration, or addition to the terms of the Contract or to the work to be performed under the
Contract, or the specifications accompanying the Contract shall in any way affect its obligations
on this bond, and Surety does hereby waive notice of any such change, extension of time,
alteration, or addition to the terms of the Contract, or to the specified work, or the specifications.
Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

Name of Principal

Date

Name of Surety

Date

Signature for Principal

Signature for Surety

Printed Name and Title

Printed Name and Title

Correspondence or claims relating to this bond should be sent to the surety at the following address:

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____ SS

On _____ before me _____,
personally appeared _____,

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

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

Notary Public

(SEAL)

**CITY OF EXETER
MAINTENANCE BOND
(To Accompany Contract)**

Bond No. _____

WHEREAS, The City of Exeter, has awarded to Contractor

_____,
hereafter designated as the “Principal”, a contract for the work described as follows:

_____,
referred to hereafter as “Contract.”

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the correction of deficiencies during the specified maintenance period of one (1) year from the date the notice of completion for work performed under said contract has been recorded or the date the work was completed if no notice of completion is recorded:

NOW, THEREFORE, we the undersigned Principal and _____,
referred to as “Surety” are held firmly bound to the City of Exeter in the sum of
\$ _____ dollars
(\$ _____), to be paid to City of Exeter or its certain attorney, its
successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs,
executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, the named Principal has made specific guarantees to the City concerning the work, labor and materials furnished for the construction of said improvements as stated above. If Principal complies with these guarantees for a period of one (1) year from the date of the notice of completion for work performed under said contract has been recorded or the date the work was completed if no notice of completion is recorded, then this obligation shall be null and void. If City notifies Surety that Principal has not met its guarantee, then Surety shall indemnify City for losses incurred up to the amount listed above. The City shall give written notice to the Principal during the one (1) year period specified in this obligation of any defect of the guaranteed work that becomes apparent. This obligation shall remain in full force and effect until any defect identified in said written notice are repaired by the Principal and accepted in writing by the City.

The said Surety, for value received, hereby stipulates and agrees that no change, alteration, or addition to the terms of the Contract or to the work to be performed under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____ SS

On _____ before me _____,
personally appeared _____,

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

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

Notary Public

(SEAL)

SPECIAL PROVISIONS SECTIONS 60-80

SECTION 60 JOB SPECIFIC PROVISIONS

60-1 Subcontracting

Should any bidder propose subcontracting any part of the work covered by these Construction Documents, he shall submit with his bid a description of the work to be done by each subcontractor and the name and location of the place of business of each subcontractor as a part of the "Bidder's Proposal". The Contractor shall perform work equaling at least fifty percent (50%) of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work. If the Contractor violates Pub Cont Code § 4100 et seq., the City of Exeter may exercise the remedies provided under Pub Cont Code § 4110. The City may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111. Each subcontract must comply with the contract. Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.). Submit copies of subcontracts upon request by the City. Before subcontracted work starts, submit a Subcontracting Request form. Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/dlse/debar.html>

Upon request by the City, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

60-2 Prevailing Wages

This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from the State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, available at City of Exeter address and available from the California Department of Industrial Relations' Internet web site: <http://www.dir.ca.gov/dlsr/PWD/index.htm>.

60-3 Beginning of Work

The Contractor shall begin work within **Ten (10) days** after receiving notice that the contract has been approved (Notice to Proceed) and shall diligently prosecute the same to final completion of the total project **Thirty (30) working days** after that work begins (mobilization).

The first paragraph of Standard Specification Section 8-6 Beginning of Work shall be deleted and replaced with the following paragraph:

The City of Exeter should hold a pre-construction conference with the Contractor and other entities affected by the work within ten (10) days after the City Council awards the Contract. The

Contractor shall begin work within the number of days listed above in this section after receiving notice that the contract has been approved (Notice to Proceed). The Contractor shall be responsible for obtaining the approved Encroachment Permit, submitting all of the other documents required by the City, obtaining all necessary permits, and obtaining all approvals/acceptances required for the project prior to starting construction. Should the Contractor fail to obtain the required permits and approvals within the number of days listed in this section for the beginning of work after the Notice to Proceed is issued, the length of time beyond the number of days listed will be subtracted as working days from the Contract. The Contractor shall commence work under the contract within the time specified above and shall diligently prosecute the same to completion within the time limit provided. The Contractor shall not begin work in advance of receiving the Notice to Proceed without written authorization from the City. **The Contractor shall notify the City in writing a minimum of 2 working days prior to starting work.**

60-4 Work Hours

Working hours on arterials and collectors shall be 9:00 am to 3:00 pm or 8:00 pm to 6:00 am with approval from the City. All other roadways shall be 7:00 am to 5:00 pm Monday thru Friday. If night or weekend work is requested, it shall be approved by the City prior to beginning the work.

60-5 Liquidated Damages

The Contractor shall pay the City of Exeter the sum of **THREE THOUSAND DOLLARS (\$3,000.00) per day** for each and every calendar day delay in finishing the work as required for final completion within the number of working days prescribed above. All final paperwork, funding paperwork, operation and maintenance manuals, other manuals, warranties, extra materials, bonds, and all other items/documents required in the Contract Documents shall be properly completed and submitted to the City within the time limit specified for completion of the work or Liquidated Damages will apply until such time all items are properly completed and submitted to the City.

60-6 Project Size

The Contractor will be required to comply with all of the Dust Control, Water Pollution Prevention, and other permitting requirements of the Standard Specifications.

60-7 Construction Surveying/Staking

The City Surveying Crew will **NOT** be providing Construction Staking/Surveying services in accordance with Section 5-14 for this project.

60-8 Traffic Detours

Shall be detailed in your submitted traffic control plan and approved by the City prior to construction.

60-9 Location to Salvage Items

All items specified in the Contract Documents to be salvaged shall be cleaned, sorted, and delivered to the City of Exeter Corporation Yard at 350 W. Firebaugh Ave., Exeter, CA 93221. Contact Project Manager, Norm Goldstrom at (559) 592-3318, prior to doing so for arrangements.

60-10 Storage of Materials

The Contractor shall obtain the prior approval from the City of Exeter (City) for any area or space required for Contractor's storage during construction operations. Materials, equipment, etc., shall not be piled or stored in any location which shall interfere with the conduct of normal City functions and shall not constitute a hazard to persons or property. Any required safety precautions such as signs, danger signals, lanterns, barricades, etc., shall be installed and maintained by the Contractor during construction operations. Use of any private property shall have written permission from the property owner. A copy of which shall be provided to the Project Manager.

Full Compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

60-11 Coordination of Work

It shall be the responsibility of the Contractor to maintain overall coordination of the work. Based on the general contract Construction Schedule prepared in accordance with these Specifications, the Contractor shall obtain from each subcontractor, including the private utility companies, Southern California Edison, AT&T, Southern California Gas Co., Comcast, and others, a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated in order to meet the specified time of completion of the work. The Contractor shall coordinate with all subcontractors and utilities prior to construction and throughout the duration of construction to ensure that the project schedule is maintained.

Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

60-12 Utility Coordination

The Contractor shall be responsible for coordinating all of the necessary utility work associated with the project with the appropriate utility companies including, but not limited to, Southern California Edison, AT&T, Southern California Gas Co., Comcast and any other utility company whose infrastructure will be affected by the City project. The Contractor shall coordinate with all of the affected companies prior to commencing construction and throughout the duration of construction.

The Contractor shall provide a minimum of 5 working days notification, or a longer notification time as required by the utility, whichever is greater, to the utility to perform simple infrastructure modifications like raising and lowering valve cans. Much longer notification lead times are required for more significant infrastructure adjustments like re-routing laterals, installing new laterals and lines, and other infrastructure modifications. The Contractor shall be responsible for coordinating with the utility and providing the proper notification. No utility infrastructure shall be covered by the project improvements prior to the utility being notified and completely tying out their infrastructure so it can be located.

Gas Company valves and facilities must be accessible at all times throughout the duration of construction. During paving operations, the Contractor shall have the Gas Company present to raise valve cans and other infrastructure. The Contractor will be responsible for performing paving operations in a manner to place, compact, and finish hot mix asphalt paving around gas cans and infrastructure.

Unless noted otherwise in the Plans or Special Provisions, for all other utilities the Contractor shall coordinate and have the utilities complete the raising of valve cans and other infrastructure within 5 working days of the final paving operations being completed. No manholes or valve cans should have a ½” or greater difference in grade from the surrounding finish grade. The Contractor will be responsible for the final grade around sanitary and storm sewer manholes and water valve cans. All other utilities will be responsible for raising and placing concrete collars around their own infrastructure per City Standards and Specifications. The Contractor will be responsible for placing the final top lift of hot mix asphalt on top of all utility company valves and infrastructure collars. Hot Mix Asphalt shall be supplied and placed in accordance with the Standard Plans and Standard Specifications.

Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor, except for traffic control as noted in the following paragraph.

The Contractor shall provide traffic control in accordance with Section 12 “Traffic Control; Construction Area Traffic Control Devices,” of the Standard Specifications for all utility companies as necessary for the utility companies to complete their work for the project. Full compensation for this traffic control will be included in the lump sum price paid for Traffic Control. No additional payment will be made therefor.

60-13 Meetings

The Contractor shall be required to attend meetings with the City of Exeter, as determined by the City, throughout the duration of the construction project. The Contractor is required to provide updated construction schedules at this meeting. The construction work for the next two weeks following the meeting will be discussed and coordinated. The Contractor should be prepared to discuss construction means and methods and equipment and crew availability at this meeting. At the City’s option, the City may prepare minutes for each meeting and forward them to Contractor; Contractor’s failure to correct the minutes within two (2) working days shall be deemed agreement with the content of the minutes. The City has the right to audiotape or videotape any meeting.

Full compensation for conforming to the requirement of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

60-14 Environmental Mitigation & Requirements

This maintenance project has no significant impacts on the environment and no environmental mitigations are required at this time. The Contractor must still comply with any State and Local environmental requirements that may apply.

60-15 Payment for Items Not Covered by Specific Bid Items

Wherever work called for and described in the Contract Documents is not specifically covered in the bid items, payment for such work shall be considered as being included in the total contract price, and no additional compensation will be allowed therefor.

60-16 Copies of Plans and Construction Specifications

The City will provide the Contractor with a thumb drive with the project Plans and Construction Specifications at no cost. It shall be the responsibility of the Contractor to procure and pay for any additional copies or any other documents needed.

60-17 Department of Industrial Relations Requirements, Public Works Contractor Registration Program and Project Labor Agreements

All contractors and subcontractors bidding and performing work on Public Works Projects must:

1. Register on an annual basis with the California Department of Industrial Relations (DIR)
2. Furnish electronic payroll records for new projects to the Labor Commissioner

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids by unregistered contractors submitted after April 22, 2026 may be rejected as non-responsive.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term “project labor agreement” is defined in Public Contract Code 2500(b)(1) as a prehire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Exeter has no ordinances requiring or prohibiting such agreements.

SECTION 61 GENERAL REQUIREMENTS

61-1 General Description of the Work

The work to be completed under this contract consists of furnishing all labor, materials, tools, equipment, transportation, supplies, and incidentals for performing all the work involved in the FY 22 Reclamite project in the City of Exeter, in accordance with attached maps and street lists, specifications, contract documents and requirements of bid documents.

61-2 Preconstruction Conference

The City of Exeter will hold a preconstruction conference with the Contractor and other entities affected by the work within ten (10) days after the City Council awards the Contract. This conference will give the City and Contractor the opportunity to discuss on the preliminary construction schedule, traffic control plan, proposed sequence of work, notification procedures for public agency and property owner, and construction procedures. The Contractor's superintendent for this project shall be present and shall have reviewed the contract documents and be prepared to discuss the work.

61-3 Location of Work

The project sites are located in the City of Exeter, Tulare County, California. The specific site locations are designated on the street lists and attached maps.

61-4 Qualifications of the Contractor

Contractor, in order to qualify for award of contract, shall have been engaged in the construction of Reclamite street projects similar to that specified herein. This project requires the Contractor to have a **Class A or combination of Class C licenses to perform all aspects of work.** All Contractors, General Contractors and Subcontractors shall have a minimum of five years of past experience with projects of similar size and nature to the proposed project. All General Contractors shall be required to submit a complete CONTRACTOR'S REFERENCE FORM with their bid unless otherwise noted on the blank copy of this form located in the front-end portion of the bidding documents.

Contractor shall ensure, to the satisfaction of the City, the personnel assigned are experienced and competent to carry out the proposed construction.

61-5 Construction Schedule and Order of Work

Contractor shall submit a construction schedule in conformance with the requirements of the Contract Documents. This schedule shall indicate job completion within the specified time. If at any time the average rate of daily progress is applied to the remaining contract time with the result that late completion is indicated, the Owner may order a new schedule to aid in timely completion of the project.

61-6 Cooperation with Others

At all times, Contractor shall extend full cooperation to other contractors and to all others performing work within or adjacent to the project areas, including employees and contractors of owner and all utilities and their employees. The Contractor is required to provide 2 responsible contacts for 24 hour contact in the case of emergency. The Project Manager shall be notified if anyone else is working on the same street at the same time.

61-7 Materials Submittals

Contractor shall review, stamp with his approval, and submit for review by City, three copies of material submittals as required by the Contract Documents. The submittals shall include, but not necessarily be limited to, the following items:

- Traffic Control Plan
- Reclamite
- Traffic Striping Layout Plan
- Traffic Striping Paint
- Traffic Markers (raised)

61-8 Project Site Maintenance

- Protection of Existing Improvements
All existing improvements, including fences, curbs, gutters, sidewalks, landscaping, irrigation systems, structures, signs, poles, etc., located adjacent to the work area shall be protected from any damage and preserved in their previously existing conditions throughout the duration of the project. Should any improvements become damaged through the actions of the Contractor, it shall be repaired to its pre-existing condition at the contractor's expense and at no expense to the City or Owner.
- Protection of Existing Utilities
All existing utilities adjacent to the work area shall be protected from any damage and preserved in their previously existing condition throughout the duration of the project. Any damage to these lines shall be repaired to the satisfaction of the respective utility company at the contractor's expense and at no additional expense to the City or owner.
- Cleanup and Dust Control
Throughout all phases of construction, including any suspension of work, and until final acceptance of the project, Contractor shall keep the work site clean and free of rubbish and debris. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspections, the entire worksite shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory, clean, and neat appearance. All cleanup costs shall be included in the various other items of work, and no additional compensation will be made therefor.
- Sanitation
Contractor shall provide and maintain enclosed toilets at a location or locations accessible to and for the use of employees engaged in the work. These facilities shall be maintained in a neat, sanitary condition. They shall comply with all applicable laws, ordinances, and regulations regarding public health and sanitation.

61-9 Water for Construction

The use of water for any construction purpose shall conform to the provisions of Section 17 of the Standard Specifications and these Special Provisions. Potable water for construction will be provided by the City of Exeter from existing facilities. The contractor shall make all arrangements to transport and supply water. City of Exeter operates the water service in the City of Exeter. A meter can be rented from the City for water and shall, at contractor's own expense, provide

facilities for conveying water from a fire hydrant to the point of use. Full compensation for developing, obtaining, and applying water shall be included in the various other items of work, and no additional compensation will be made therefor.

61-10 Testing During Construction

Initial tests of materials will be performed at no expense to the Contractor. However, the cost of all retesting required due to failure of the material to meet specifications will be deducted from the money due or that may become due Contractor under contract.

61-11 Certificates of Compliance

Contractor shall furnish certificates of compliance for all materials furnished (i.e. that they comply with the Specifications, and with previously approved samples and submittals).

61-12 Contractor's Investigation of Jobsite

It is the Contractor's responsibility to inspect the jobsite and familiarize himself with all conditions which may affect the work described herein whether or not such conditions are correctly represented or shown on the maps, street lists, plans, specifications and other and Contract Documents. Contractor shall take all such conditions into account in the preparation of his bid and shall provide City with a complete, satisfactory project as specified. Submission of a bid shall indicate the contractor's evidence of jobsite inspections and familiarization with conditions.

61-13 Signs

No advertising signs of any kind will be permitted except by written permission of the City.

61-14 Field Office

A field office as such is not required.

61-15 Temporary Services

- Fences, Barricades, Warning Signs, and Lights
To conform to CAL-OSHA regulations, other State of California and local codes, rules, regulations, and ordinances for protection of workers, public and private property, provide, install and maintain barricades, warning devices and other protection required therefor.

Provide temporary fencing, etc., as required to protect stored materials, equipment and miscellaneous items from theft, vandalism and unauthorized access.
- Contractor's Access, Work and Storage Areas
Delivery to and removal from the work area of equipment and materials shall be the responsibility of the Contractor.
- Telephone
Contractor shall provide cellular telephone service to the site at all times when contract work is being performed. Contractor shall arrange for such telephone service and provide the City with the telephone number.

- **Field Toilets**

The Contractor shall furnish, install, and remove at the completion of the job, all sanitary; i.e., portable toilet facilities required for the completion of the job. The type and location of the facilities shall be subject to acceptance by the City.

All sanitary facilities shall be made available for use by all workers, subcontractors, consultants, and City personnel associated with the project.

The Contractor shall maintain the sanitary facilities in a proper, safe, and sanitary condition for the duration of the work. Facilities shall be provided in sufficient quantities to comply with CAL-OSHA regulations.

Existing facilities shall not be used by Contractor's employees or subcontractors.

61-16 Special Security Requirements

The Contractor's workers and equipment shall be limited to the work areas as designated by this contract, or as directed by the City.

61-17 Disposition of Equipment and Materials

All waste from this work shall be removed from the site and disposed of at an approved dumpsite location by the Contractor at the Contractor's expense.

SECTION 62 MOBILIZATION

62-1 General

Preparatory Work: Mobilization conforming to Section 11 of the Standard Specifications shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; secured equipment and materials storage areas, demobilizations and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning or after work on the various contract items on the project site.

SECTION 63 PERMITS

The job site is located within the City of Exeter. A City of Exeter business license, which may be obtained at City Hall (137 N. F St), is required. For more information on Business License, please call 559-592-9244.

An encroachment permit to work within the City's right of way will also be required. It will be the responsibility of the Contractor to apply for and obtain the encroachment permit from the Public Works Division (350 W. Firebaugh Avenue). The encroachment permit fees are waived on this City project.

All work embraced herein shall be accomplished in accordance with all applicable Standards, Codes, Regulations, or Specifications issued by any governmental agency having jurisdiction over the work in progress. Contractor shall prepare and deliver to the proper agency any report or

records which may be required in connection with the project, and obtain any permits which may be required.

Payments for obtaining permits shall be included in the item for Mobilization and shall include full compensation for all labor, materials, equipment, tools, and incidentals required to complete the work as specified herein.

SECTION 64 MAINTENANCE AND CONTROL OF TRAFFIC

64-1 General

All traffic control devices and sufficient personnel shall be provided to maintain a safe and orderly flow of traffic around the construction operation.

64-2 Related Information

The following sections contain information and materials relating to this item, except as modified herein:

Caltrans Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways

64-3 Materials and Methods

Traffic control devices shall conform to the State of California Department of Transportation (Caltrans) Manual of Warning Signs, Lights, and Devices/or Use in Performance of Work upon Highways, latest revision. Maintenance and control of traffic shall conform to the Standard Specifications for Maintenance of Traffic and Detours, the traffic control requirements of said standard specifications. The Contractor shall submit a traffic control plan to the City for approval prior to the initiation of Reclamite operations (see 64-5). Contractor shall provide traffic control devices and flagger personnel sufficient to maintain a safe and orderly flow of traffic around the construction operation as approved by the encroachment permit.

64-4 Parking & Notifications & Portable Changeable Message Sign (PCMS) Requirements

64.4.1 Advanced Public Notification

No Parking Notification

Three (3) working days prior to beginning Reclamite work in an area, the Contractor will deliver City approved written notices to all adjacent residents and businesses and tenants. Copies of notices will be posted by the Contractor on the NO PARKING signs when they are erected or posted.

Notices for Reclamite work will include the following: a general description of the Reclamite process, problems associated with the staining of material by the asphalt, the date and approximate time that a particular street is to receive this treatment and a list of other streets included for that day, expected traffic delays, no parking requirements on the street, the possibility of towed cars, and the name, address and phone number of the contractor's superintendent and the City Project Manager. All signs to be provided by the

Contractor shall be approved by the City before they are delivered and installed by the Contractor.

Deliver written notices to each affected occupant of adjacent property not less than three (3) working days prior to start of work. Post "No Parking, Tow Away Zone" signs on barricades three (3) working days prior to start of work. Be responsible for maintaining traffic control, as shown on drawings, as the work progresses. Exercise care to ensure the Reclamite does not get on the existing gutters, drive approaches, etc. Take care to avoid applying any Reclamite beyond the limits of work.

The Contractor will be responsible for posting "No Parking" signs, with date and time of work at least three (3) working days in advance of construction. Any required removal of parked cars shall be coordinated through the Public Works Department and the City Police Department. Towing fees will be paid by the City. The "No Parking" signs shall be removed immediately once the street can be driven on by the public.

The Contractor will be responsible for all noticing of residents. Notices will include Contractor-City approved dates for the work and contact information.

The Reclamite work shall not occur on waste pickup days. It is the contractor's responsibility to coordinate with the City in this regard.

The Notice will inform all residents not to leave waste containers on the street until the scheduled pick-up day. If waste containers are left on the streets, it shall be the Contractor's responsibility to remove or relocate outside the pavement area adjacent to the residence or business it belongs to or arrange for proper removal of the containers at no additional cost to the City. Likewise, if the City must return for pick-up due to unscheduled Contractor activity, any additional charges shall be the responsibility of the Contractor.

The contractor will also notify the following agencies:

- Transit
- U.S. Postal Service
- Emergency Services
- School Districts
- Utility Companies

Payment for notifications as described in this section shall be included in the contract lump sum price for the prospective Reclamite Project Area and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing the notifications as described in this section.

64.4.2 Portable Changeable Message Sign (PCMS) Requirements (if required)

Portable Changeable Message Signs (PCMS) shall be installed on all Collector and Arterial streets approaching entrances to subdivisions where work will be carried out or where lane restrictions, lane closures or road closures will occur. Other streets may require PCMS as directed by the City of Exeter depending on the proposed phasing of work or field conditions. PCMS shall be installed prior to construction in advance of the direct project

area on each approaching roadway indicating the start and end dates of construction as follows:

1. PCMS shall be installed a minimum of seven (7) working days in advance of roadway restrictions and advance notice of a project.
2. PCMS shall be installed a minimum of fourteen (14) working days in advance of roadway closures.
3. PCMS shall be installed as directed by the City.

All PCMS shall remain in place until construction starts on the affected street. The wording shown on the PCMS shall be as follows for the following situations:

Closure Situation:		
ROAD CLOSED AHEAD	BEGINNING DATE TO END DATE	USE POSTED DETOUR
Lane Restriction Situation:		
ROAD WORK AHEAD	BEGINNING DATE TO END DATE	EXPECT DELAYS
Commencing Work Situation:		
ROAD WORK STARTS	BEGINNING DATE TO END DATE	EXPECT DELAYS

The contractor shall be responsible for the placement of any PCMS and all other devices necessary as required by the California MUTCD to assure safety to the public at all times during construction. Each PCMS shall have the proper traffic control measures in advance of each location to alert motorists of a potential obstruction in the roadway. Traffic lanes or sidewalks shall not be obstructed by the PCMS unless approved by the City of Exeter. The Contractor shall check the PCMS daily to ensure they are functioning properly with the appropriate message. The contractor shall repair or replace any PCMS that is not functioning properly within four (4) hours of being notified.

All costs for providing all PCMS as specified herein shall be included in the lump sum price bid for Portable Changeable Message Signs (PCMS).

Payment for PCMS signs shall be included in the lump sum contract price bid item for Portable Changeable Message Signs (PCMS), and shall be compensation in full for furnishing all overhead, labor, materials, tools, equipment, and appurtenances necessary to

complete the work in accordance with the requirements of the contract documents. No additional payment will be made for work incidental to each item unless specifically noted.

64-5 Traffic Control

The Contractor shall submit an application for an encroachment permit with fully detailed traffic control plans for City approval. The encroachment permit and plans shall be submitted at the latest, by the time of the pre-construction meeting. Due to the time it takes to review the encroachment permit and traffic control plans, these should be submitted as soon as possible.

The plan shall incorporate:

The proposed schedule, including times-of-day, for Reclamite application, microsurfacing application, striping and sweeping to maintain maximum access to adjacent properties for all streets.

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the City, has become complete and the area is suitable for traffic.

The timing of work for these streets, and the maintenance of half-street access as required to accommodate through street traffic flows and business and commercial access during business hours shall be scheduled and provided to the City's satisfaction.

Provision of written notice each work day to the City's Project Manager of the access, egress, and traffic diversions proposed for the following work day, to allow traffic control provisions to be timely discussed and to provide timely notification to the police and fire departments, Postal Service, school districts and transit facilities.

The Contractor shall place proper detour signs, barricades, flagmen, cones, and other warning devices prior to the work each day.

These additional requirements in no way relieve the Contractor from its obligation to comply with the other standards set forth in Section 37 of the Caltrans Standard Specifications. ROAD WORK AHEAD (C23) signs shall be placed on all public road approaches to any project site before any work commences on the sites. FRESH OIL (W21-2), 15 MPH (W13-1P) and LOOSE GRAVEL (W8-7) signs shall be used on all streets receiving the seal. These signs shall be maintained for the duration of construction, including sweeping, and shall be removed once construction and sweeping are complete.

FRESH OIL (W21-2), 15 MPH (W13-1P) and LOOSE GRAVEL (W8-7) signs shall be furnished and placed adjacent to both sides of the traveled way on each block. Additional signs shall be placed at a maximum of 500-foot intervals and at public roads entering the Reclamite area. All signs shall conform to the requirements for construction area signs in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications.

Maintain at least half street through access at all times on all streets (except cul-de-sacs 300 feet or less in length) including all streets providing sole access to abutting properties.

Provide flagmen, signs or lights, as required, to assure that damage does not occur to fresh Reclamite or traffic markings.

Take all feasible steps to minimize project impacts upon traffic flows, access and egress while protecting workers and work in progress.

Respond promptly and effectively to any traffic safety, access and egress concerns expressed by the City or the City's Representative and by local public safety (police and fire) personnel, inside and outside of normal business hours.

The Contractor shall be totally responsible for traffic control. Failure or refusal to construct and maintain detours and controls at the proper time shall be sufficient cause for closing down the work until such detours and controls are in satisfactory condition for safe use by the public.

If, in the opinion of the City, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

Bring all discrepancies to the immediate attention of the City Project Manager.

64-6 Measurement and Payment

Payment for traffic control shall be included in the lump sum contract price bid item for Traffic Control and shall be compensation in full for furnishing all overhead, labor, materials, tools, equipment, and appurtenances necessary to complete the work in accordance with the requirements of the contract documents. No additional payment will be made for work incidental to each item unless specifically noted.

SECTION 65 RECLAMITE - ASPHALT REJUVENATING AGENT

65-1 General Description of the Work

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of the contract- specified cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with these specifications, the applicable maps and street lists, and subject to the terms and conditions of this contract.

For bidding purposes, the City has provided the length, square yardage, and Pavement Condition Index for various roadway segments in the project in Appendix C. City encourages prospective bidders to perform a site visit of the Project prior to bidding. It is up to the prospective bidders to determine how to best calculate the quantity needed to perform the work for the given roadways.

65-2 Pre-Qualification

The Contractor shall have had a minimum of five (5) years' experience in the application of Reclamite or be capable of demonstrating sufficient technical expertise in the application of Reclamite and have successfully completed projects to the satisfaction of their clients.

65-3 Materials and methods

• Materials

The asphalt rejuvenating agent shall be Reclamite, an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements. No substitution for the submitted asphalt rejuvenation agent will be accepted after bid opening,

• Specifications

TEST METHOD			REQUIREMENTS	
TESTS	ASTM	AASHTO	Min.	Max.
Tests on Emulsion:				
Viscosity @ 25C degrees, SFS	D-244	T-59	15	40
Residue, W ¹ 65	D-244(Mod.)	T-59(Mod.)	60	65
Miscibility Test ²	D-244(Mod.)	T-59(Mod.)	No	Coagulation
Sieve Test, %W ³	D-244(Mod.)	T-59 (Mod.)	-	0.1
Particle Charge Test	D-244	T-59	Positive	Positive
Percent Light Transmittance ⁴	GB	GB	-	30
Tests on Residue from Distillation:				
Flash Point, COC, degree C	D-92	T-48	196	-
Viscosity @ 60 C degrees, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
PC + A₁^{5th} S + A₂				
PC/S Ratio ⁵	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S ⁵	D-2006-70	-	21	28

1 ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

2 Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall

be used in place of distilled water.

3 Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

4 Test procedure is attached.

5 Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds	A1 = First Acidaffins
A2 = Second Acidaffins	S = Saturated
	Hydrocarbons

• **Material performance**

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 45 percent and the penetration value shall be increased by a minimum of 25 percent. Testing shall be performed on extracted asphalt cement from a pavement to a depth of three eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as cities and counties; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency.

RECLAMITE® manufactured by Tricor Refining, LLC. is a product of known quality and accepted performance.

• **Applicator Experience**

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for list or other asphaltic emulsion fog seal or asphalt rejuvenator. He must submit with his bid a list of five projects on that which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt- rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

• **Product Standards and Alternates**

The product "Reclamite", as manufactured by Tricor Refining, LLC. for the asphalt rejuvenating agent is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard, or approved equal.

Bidders may offer before bid opening an approved equal for the Standard specified in the Specifications provided the bidder adheres to the following:

Furnishes complete specifications and descriptive literature for the approved equal. Such descriptive and detailed information shall be complete and at least equal in detail to the city's requirements for the specified item for which the alternate is offered.

Submits a current Material Safety Data Sheet for the alternate materials. The City will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the City prior to bid submittal.

65-4 Execution

• Application Temperature/Weather Limitations

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 50° F.

• Handling of Asphalt Rejuvenating Agent

Asphalt rejuvenating agent contents in project site tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all other asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the City.

• Application Equipment

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths or surface at a readily determined and controlled rate of 0.08 gallons per square yard of surface, and with all allowable variation from such specified rate not to exceed 5 percent of the specified rate at any one location. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the City.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 2 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or trees

and lawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the City.

• **Application of Rejuvenating Agent**

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Areas inadvertently missed shall receive additional treatment by hand sprayer application. Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the pavement is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume. The contractor is to submit their bid based on the product application range between .05 and .10 gallons per square yard of the diluted Reclamite® emulsion blended 2:1 with water. (2 parts Reclamite® with 1 part water) The average application rate is expected to be .08 gallons per square yard of the diluted emulsion or as approved by the City following field testing. There will be no change order allowed for variances in the application rate. The City and contractor will work together to field test at least one street per subdivision area in determining an appropriate application rate for that subdivisions streets. The City shall make the final determination of application rate. The Contractor shall provide the City with a satisfactory test kit designed for field testing to accurately determine the optimum application rate. In most cases, the older the pavement, the higher the application rate will be. The asphalt rejuvenating agent shall not be applied unless the pavement temperature is at least 50o F and rising. The mixture shall not be applied during unsuitable weather. Grades or super-elevations of surfaces that may cause excessive runoff, in the opinion of the City, shall have the required amounts applied in two or more applications as directed.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the City grants approval for additional applications.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of the asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable to the City. After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public.

The Contractor shall furnish a manufacturer-certified quality inspection report showing the consistency, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the City, the Contractor shall take representative samples of material for testing.

• **Sand Cover**

After the rejuvenating agent is applied, wait for the rejuvenating agent to “break” to a dark black color (usually 20 to 60 minutes, depending on the temperature.)

Apply sand to any rejuvenating agent that has failed to penetrate the surface with a truck mounted mechanical spreader that uniformly applies from 1 to 3 pounds of sand per square yard. The exact rate will be determined by the City Project Manager.

Remove traffic control signs, barricades, etc., after all sand has been spread.

The cost of the sand cover for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in applying and removing the sand when no longer needed shall be included in the Bituminous Seal – Reclamite item. The provisions in Section 4-1.03 B, “Increased or Decreased Quantities,” shall not apply to the item of sand cover.

• Street Sweeping

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by self-propelled street sweeper.

All sand used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by mechanical sweeping. All streets must be cleaned of any material to the satisfaction of the City.

If, after sand is swept and in the opinion of the City a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following sand removal. No additional compensation will be allowed for reapplication and removal of sand.

SECTION 66 STRIPING AND PAVEMENT MARKINGS

66-1.1 Painted Traffic Stripes & Pavement Markings

Painted traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 46, "Traffic Stripes, Signs, and Pavement Markings," of the City Standard Specifications and these special provisions. Traffic stripes and pavement markings shall be applied 2 weeks after the completion of the Reclamite application.

Contractor shall submit a plan showing the locations of existing striping and pavement markings in sufficient detail to lay out the striping again after the resurfacing operations have been completed.

After the Reclamite the contractor shall cat track the areas to be striped and request approval of the layout from city staff prior to re-striping the roadway.

Paint for traffic stripes and pavement markings shall conform to the following State Specifications:

Paint Type	Color	State Specification No.
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Water-Based PTWB01	White, Yellow and Black	PT-100VOC
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Thinning of paint will not be allowed.

The Contractor shall provide the City with a Certificate of Compliance in conformance with the provisions of Section 6-1.07, "Certificates of Compliance." The certificate shall certify that the paint complies with the specifications

Where striping joins existing striping, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Traffic stripes and pavement markings shall be applied only on dry surfaces and only during periods of favorable weather. Painting shall not be performed when the atmospheric temperature is below 50° F when using water-based paint, when freshly painted surfaces may become damaged by rain, fog, or condensation; nor when it can be anticipated that the atmospheric temperature will drop below the aforementioned 50° F.

Surfaces which are to receive traffic stripes and pavement markings shall be cleaned of all dirt and loose material.

Each coat of paint for any traffic stripe shall be applied in one pass of the striping machine, regardless of the number, widths and patterns of individual stripes involved.

Paint shall be applied in 2 coats approximately as follows:

- Water-based paints @ square foot coverage per gallon:
- 215 sf/gal - 1st coat
- 215 sf/gal - 2nd coat

Traffic stripes and pavement markings shall be free of runs, drag marks, stretch marks, and debris.

66-1.2 Painted Traffic Stripes & Pavement Markings

The approximate quantities of pavement marking and scripting replacement required for the project is measured in lump sum and shall match what was covered due to this project work. Below is a sample of the type of markings to be replaced.

- "BIKE LANE;" markers
- "STOP" markers
- "STOP AHEAD" markers
- White Stop Lines
- White Crosswalk Lines
- Yellow Crosswalk Lines
- White Bike Lane Striping (7501 of bike lane)

"Dashed" Yellow Centerline

"White Undulation" Striping (8 undulations, five 1 foot-wide stripes each)

"Dashed" White Striping

Solid White Striping

Solid Double Yellow Striping

It shall, however, be the responsibility of the Contractor to replace what was there before the work started, in accord with these specifications all such markers and striping affected by the project regardless of variations from the above listing. No additional or lesser lump sum payment from that bid will be made. Full payment will be the lump sum bid.

SECTION 67 RAISED PAVEMENT MARKERS

67-1.1 General

Raised Pavement Markers shall be as specified in Section 47 "Raised Pavement Markers" of the Standard Specifications. As a part of this Contract the Contractor shall replace all raised pavement markers in the streets where the Reclamite is applied on arterials and collector streets or as required.

67-1.2 Measurement and Payment

Measurement and payment for installing Raised Pavement Markers will be made on a lump sum basis and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved therein as shown on the Plans, as specified in the Specifications, the Special Provisions, the Contract Documents, or as directed by the City.

SECTION 68 DESCRIPTION OF BID ITEMS

The bid item descriptions in this section are meant to provide a brief summary of the work included under each item. The Contractor shall refer to the Plans, Standard Specifications, Special Provisions, and other Contract Documents for the complete details and requirements for the work being performed under this contract.

68-1.1 Mobilization & Demobilization

Payment for Mobilization & Demobilization shall be at the contract lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work in accordance with Section 11 "Mobilization & Demobilization," of the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the City including, but not limited to the following:

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, staging yards, and other facilities necessary for the work on the project; and for all other work and operations which must be performed or costs

incurred prior to beginning work on the various contract items on the project site, including, but not limited to permits and bond premiums and insurance premiums.

Demobilization shall consist of all closing work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals off the project site, and all other work and operations which must be performed to complete the project, including clean-up.

No additional payment will be made therefor.

68-1.2 Traffic Control

Payment for Traffic Control shall be at the contract lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with Section 12 “Traffic Control; Construction Area Traffic Control Devices,” of the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the City including, but not limited to, furnishing equipment, signs, devices, barriers, pavement markings, channelizers, flaggers as required, performing road closures and detours, temporary pavement installation and removal and disposal, temporary fences, securing approval of traffic control plans, traffic control plan design, notifications, providing convenient access to adjacent residences and businesses, and all devices required for the control of traffic as herein provided. No additional payment will be made therefor.

68-1.3 Reclamite - Asphalt Rejuvenating Agent

Payment for Bituminous Seals – Reclamite (F) shall be at the contract price paid by the square yard as shown on the bid item schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with Section 65 Asphalt Rejuvenating. Agent of the Special Provisions, the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the City including, but not limited to, noticing the public, clearing the roadways, cleaning the roadway, preparing the roadway, spreading, placing, curing in place, and application and removal of the sand cover. If seals are being paid for by the square yard, the deductions listed in Caltrans Standard Specification Section 37 will still apply. No additional payment will be made therefore.

Bituminous Seals – Reclamite is a final pay item. Any quantities shown on the plans or on the bid item schedule are considered approximate only. It shall be the responsibility of the Contractor to verify that he is satisfied with the quantities shown on the bid item schedule prior to bidding. The contractor is to submit their bid based on the product application range between .05 and .10 gallons per square yard of the diluted Reclamite® emulsion blended 2:1 with water. (2 parts Reclamite® with 1 part water) The average application rate is expected to be .08 gallons per square yard of the diluted emulsion. There will be no change order allowed for variances in the application rate. No additional compensation will be provided therefor.

68-1.4 Striping and Pavement Markings

Payment for Striping and Pavement Markings shall be at the contract lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the striping and marking pavement work in accordance with Section 46 “Traffic Stripes, Signs, and Pavement Marking,” of the Standard Specifications, the Special Provisions, the

Contract Documents, and as directed by the City for providing all striping and pavement marking, complete in place. No additional payment will be made therefor.

68-1.5 Raised Pavement Markers

Payment for Raised Pavement Markers shall be at the contract lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with Section 47 “Raised Pavement Markers,” of the Standard Specifications, Section 67 “Raised Pavement Markers” of the Special Provisions, the Contract Documents, and as directed by the City for providing and installing Raised Pavement markers, complete in place. No additional payment will be made therefor.

SECTION 69 PUBLIC CONTRACT CODE 9204 AND 20104 CLAIMS PROCEDURES

9204.

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business

and Professions Code who has entered into a direct contract with a public entity for a public works project.

(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(3) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(4) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45

days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

- (B) The claimant shall furnish reasonable documentation to support the claim.
 - (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period , or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 - (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2)
- (A) If the claimant disputed the public entity's written response, or if the public entity fails to respond to the claim issued pursuant to this section with the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with

the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
 - (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027 and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

To the extent not inconsistent with the above, the contractor is advised that Section 20104 et seq. of the California Public Contract Code will also apply as notwithstanding the above, Section 20104 et seq. has not been amended or repealed, and the text of the law is set forth as follows (note that the above legislation takes precedence over the legislation below):

20104 ET SEQ.

Pursuant to Section 20104 et. seq. of the California Public Contract Code the Contractor is advised as follows:

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for the public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) This article applies only to contracts entered into or after January 1, 1991.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c)
 - (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
 - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be constructed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900)

and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b)
 - (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - (2) Notwithstanding other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
 - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial do novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

- (4) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6

- (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

SECTION 70 STATE FUNDING REQUIREMENTS

70-1.1 State Funding Requirements

Labor

Attention is directed to the provisions and penalties applicable to workmen permitted to labor more than eight (8) hours in a calendar day, to labor discrimination, and to employment of alien labor. **This project is prevailing wage.** See Section 7 “Legal Relations and Responsibility”, for all prevailing wage requirements.

No discrimination shall be made in the employment of persons within Public Works because of race, color, or religion of such persons and every Contractor for Public Works violating this section is subject to the penalties imposed for a violation of Chapter 1 of Part VII, Division 2 of the California Labor Code, in accordance with the provisions of Section 1735 of Said Code.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
(EXECUTIVE ORDER 11246)

To Accompany Bid Form

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of EXETER, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees, placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a SUBCONTRACTOR or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

Company: _____

Business Address: _____

Signature: _____

Name _____

Title _____

Date: _____

CLEAN AIR AND WATER POLLUTION CONTROL CERTIFICATION
**(AIR 42 U.S.C. § 7401 et seq., 40 CFR Part 15.61, 49 CFR Part 18;
WATER: 33 U.S.C. § 1251)**

To Accompany Bid Form

CONTRACTOR agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

CONTRACTOR also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

CONTRACTOR agrees that as a condition for award of the contract, the CONTRACTOR will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: _____

Business Address: _____

Signature: _____

Name _____

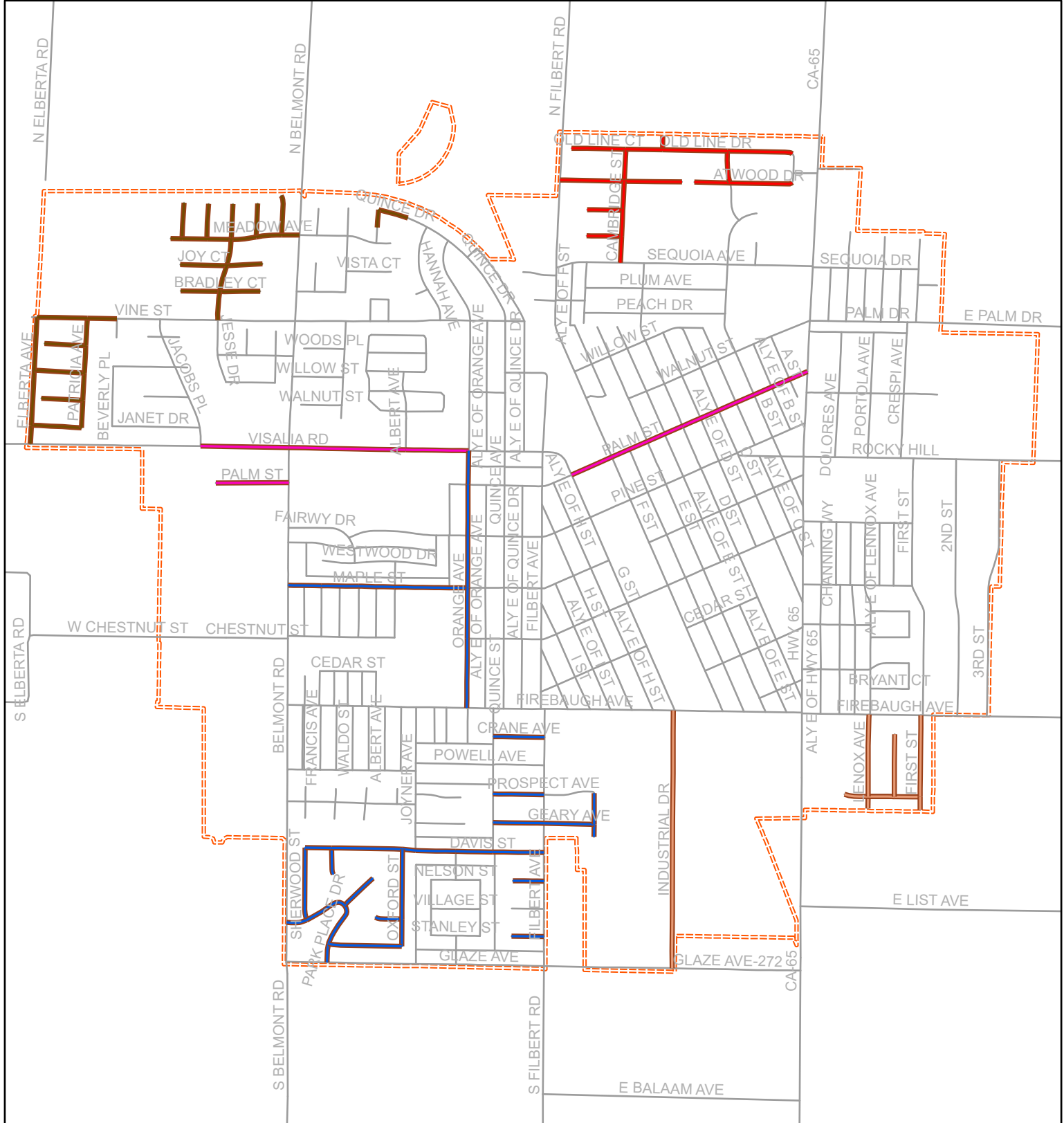
Title _____

Date: _____

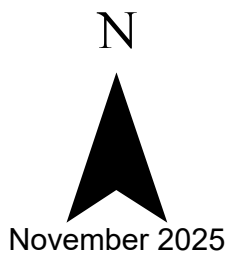
APPENDIX A

Map and Street List

City of Exeter Reclamite Project Summer 2026



Legend	
—	Area1
—	Area2
—	Area3
—	Area4
—	Area5
—	Streets
	Exeter City Limits





Reclamite Project Summer 2026 Area 1

<u>GISID</u>	<u>Street</u>	<u>FromStreet</u>	<u>ToStreet</u>	<u>Class</u>	<u>Width</u>	<u>Length</u>	<u>AddAreaYD2</u>	<u>PaveAreaYD2</u>	<u>PCI</u>	<u>PCT</u>	<u>ProjectYD2</u>
1048	BETTY ST	ELBERTA AVE	PATRICIA AVE	LOCAL	36	516	103	2064	53	1.00	2167
1054	BRADLEY CT	GLENN VIEW DR	EAST END	LOCAL	38	479	102	2048	50	1.00	2150
1055	BRADLEY CT	WEST END	GLENN VIEW DR	LOCAL	38	403	85	1698	50	1.00	1783
1077	CAROLYN CT	WEST END	PATRICIA AVE	LOCAL	38	428	90	1794	65	1.00	1883
1130	DANAE CT	MEADOW AVE	NORTH END	LOCAL	41	363	82	1637	74	1.00	1719
1148	ELBERTA AVE	VISALIA RD	BETTY ST	LOCAL	25	193	27	536	68	1.00	563
1149	ELBERTA AVE	BETTY ST	WILLOW ST	LOCAL	25	566	79	1572	54	1.00	1651
1150	ELBERTA AVE	WILLOW ST	VINE ST	LOCAL	25	546	76	1517	54	1.00	1592
1219	FISHER ST	MEADOW AVE	QUINCE DR	LOCAL	36	345	69	1380	51	0.50	725
1240	GLENN VIEW CT	MEADOW AVE	NORTH END	LOCAL	40	366	81	1613	60	1.00	1694
1241	GLENN VIEW DR	VINE ST	BRADLEY CT	LOCAL	38	296	62	1250	58	1.00	1312
1242	GLENN VIEW DR	BRADLEY CT	JOY CT	LOCAL	35	276	54	1073	53	1.00	1127
1243	GLENN VIEW DR	JOY CT	GLENN VIEW CT	LOCAL	35	273	53	1062	51	1.00	1115
1262	JOY CT	WEST END	GLENN VIEW DR	LOCAL	35	479	93	1868	50	1.00	1961
1263	JOY CT	GLENN VIEW DR	EAST END	LOCAL	38	368	77	1540	51	1.00	1617
1272	KATHLEEN CT	MEADOW AVE	NORTH END	LOCAL	41	344	79	1572	53	1.00	1651
1285	LETA MAE CT	MEADOW AVE	CITY LIMIT	LOCAL	44	410	101	2014	49	1.00	2115
1300	MARY CT	WEST END	PATRICIA AVE	LOCAL	37	426	89	1773	50	1.00	1861
1302	MEADOW AVE	DANAE CT	GLENN VIEW CT	LOCAL	38	250	53	1056	76	1.00	1108
1303	MEADOW AVE	MEADOW CT	DANAE CT	LOCAL	38	256	54	1081	93	1.00	1135
1304	MEADOW AVE	GLENN VIEW CT	KATHLEEN CT	LOCAL	38	260	55	1098	78	1.00	1153
1308	MEADOW AVE	LETA MAE CT	BELMONT RD	LOCAL	38	182	38	768	76	1.00	807
1309	MEADOW AVE	KATHLEEN CT	LETA MAE CT	LOCAL	38	264	56	1115	74	1.00	1170
1310	MEADOW CT	WEST END	MEADOW AVE	LOCAL	38	118	25	498	84	1.00	523
1366	PATRICIA AVE	BETTY ST	CAROLYN CT	LOCAL	40	283	63	1258	49	1.00	1321
1367	PATRICIA AVE	CAROLYN CT	WILLOW ST	LOCAL	40	281	62	1249	50	1.00	1311
1368	PATRICIA AVE	WILLOW ST	MARY CT	LOCAL	40	281	62	1249	46	1.00	1311

1369	PATRICIA AVE	MARY CT	VINE ST	LOCAL	40	284	63	1262	46	1.00	1325
1413	QUINCE DR	FISHER ST	QUINCE AVE	LOCAL	36	314	63	1256	57	1.00	1319
1421	RICHMOND CT	MEADOW AVE	NORTH END	LOCAL	39	371	79	1587	50	1.00	1667
1477	VINE ST	PATRICIA AVE	BEVERLY PL	LOCAL	27	305	46	915	42	1.00	961
1478	VINE ST	ELBERTA AVE	PATRICIA AVE	LOCAL	27	518	78	1554	45	1.00	1632
1507	WILLOW ST	ELBERTA AVE	PATRICIA AVE	LOCAL	36	516	103	2064	45	1.00	2167

Reclamite SQ Yds

47,596



Reclamite Project Summer 2026 Area 2

<u>GISID</u>	<u>Street</u>	<u>FromStreet</u>	<u>ToStreet</u>	<u>Class</u>	<u>Width</u>	<u>Length</u>	<u>AddAreaYD2</u>	<u>PaveAreaYD2</u>	<u>PCI</u>	<u>PCT</u>	<u>ProjectYD2</u>
1214	FIRST ST	SOUTH END	PROSPECT AVE	LOCAL	35	134	26	521	72	1.00	547
1215	FIRST ST	PROSPECT AVE	FIREBAUGH AVE	LOCAL	38	840	177	3547	49	1.00	3724
1252	INDUSTRIAL DR	GLAZE AVE-272	FIREBAUGH AVE	LOCAL	40	2651	589	11782	60	1.00	12371
1276	LENOX AVE	SOUTH END	PROSPECT AVE	LOCAL	40	123	27	547	72	1.00	574
1277	LENOX AVE	PROSPECT AVE	FIREBAUGH AVE	LOCAL	37	843	173	3466	51	1.00	3639
1316	MOUNTAIN VIEW	PROSPECT AVE	NORTH END	LOCAL	37	642	131	2627	61	1.00	2758
1395	PROSPECT AVE	MOUNTAIN VIEW	FIRST ST	LOCAL	38	265	56	1119	78	1.00	1175
1396	PROSPECT AVE	LENOX AVE	MOUNTAIN VIEW CT	LOCAL	38	270	57	1140	55	1.00	1197
1399	PROSPECT CT	WEST END	LENOX AVE	LOCAL	39	245	53	1062	58	1.00	1115
Reclamite SQ Yds											27,100



Reclamite Project Summer 2026 Area 3

<u>GISID</u>	<u>Street</u>	<u>FromStreet</u>	<u>ToStreet</u>	<u>Class</u>	<u>Width</u>	<u>Length</u>	<u>AddAreaYD2</u>	<u>PaveAreaYD2</u>	<u>PCI</u>	<u>PCT</u>	<u>ProjectYD2</u>
1052	BLOSSOM ST	SOUTH END	GEARY AVE	LOCAL	39	551	120	2408	63	1.00	2528
1053	BLOSSOM ST	GEARY AVE	PROSPECT AVE	LOCAL	35	320	62	1244	52	1.00	1307
1115	COSART CT	WEST END	FILBERT AVE	LOCAL	40	403	90	1799	66	1.00	1889
1116	CRANE AVE	QUINCE ST	FILBERT AVE	LOCAL	39	529	115	2292	33	1.00	2407
1131	DAVIS ST	QUINCE ST	FILBERT AVE	LOCAL	39	524	114	2271	48	1.00	2384
1132	DAVIS ST	ORANGE AVE	QUINCE ST	LOCAL	39	381	83	1651	43	1.00	1734
1133	DAVIS ST	JOYNER AVE	ORANGE AVE	LOCAL	39	413	89	1790	45	1.00	1879
1134	DAVIS ST	OXFORD ST	JOYNER AVE	LOCAL	32	137	24	487	48	1.00	511
1135	DAVIS ST	SAIN T THOMAS C	OXFORD ST	LOCAL	28	729	113	2268	65	1.00	2381
1136	DAVIS ST	SHERWOOD ST	SAIN T THOMAS CT	LOCAL	30	274	46	913	50	1.00	959
1233	GEAREY AVE	QUINCE ST	FILBERT AVE	LOCAL	37	523	108	2150	61	1.00	2258
1234	GEARY AVE	FILBERT AVE	BLOSSOM ST	LOCAL	37	517	106	2125	52	1.00	2232
1289	MAPLE ST	ALBERT AVE	ORANGE AVE	LOCAL	38	748	158	3158	89	1.00	3316
1290	MAPLE ST	WALDO AVE	ALBERT AVE	LOCAL	38	370	78	1562	81	1.00	1640
1291	MAPLE ST	FRANCIS AVE	WALDO AVE	LOCAL	38	385	81	1626	88	1.00	1707
1292	MAPLE ST	BELMONT RD	FRANCIS AVE	LOCAL	38	344	73	1452	83	1.00	1525
1331	ORANGE AVE	FIREBAUGH AVE	CHESTNUT ST	LOCAL	38	713	151	3010	80	1.00	3161
1332	ORANGE AVE	CHESTNUT ST	MAPLE ST	LOCAL	38	523	110	2208	95	1.00	2319
1333	ORANGE AVE	MAPLE ST	PINE ST	LOCAL	38	536	113	2263	91	1.00	2376
1334	ORANGE AVE	PINE ST	PALM ST	LOCAL	38	525	111	2217	85	1.00	2327
1335	ORANGE AVE	PALM ST	VISALIA RD	LOCAL	38	349	74	1474	77	1.00	1547
1341	OXFORD ST	SHEFFIELD AVE	SAIN T JAMES CT	LOCAL	30	281	47	937	63	1.00	983
1342	OXFORD ST	SAIN T JAMES CT	DAVIS ST	LOCAL	30	718	120	2393	63	1.00	2513
1360	PARK PLACE CT	PARK PLACE DR	NE END	LOCAL	35	485	94	1876	64	1.00	1969
1361	PARK PLACE DR	GLAZE AVE	SHEFFIELD AVE	LOCAL	36	195	39	780	56	1.00	819
1362	PARK PLACE DR	BELMONT RD	SHERWOOD ST	LOCAL	36	209	42	836	61	1.00	878
1363	PARK PLACE DR	SHEFFIELD AVE	PARK PLACE CT	LOCAL	38	452	95	1908	65	1.00	2004

1364	PARK PLACE DR	SHERWOOD ST	PARK PLACE CT	LOCAL	38	449	95	1896	64	1.00	1991
1396	PROSPECT AVE	LENOX AVE	MOUNTAIN VIEW CT	LOCAL	38	270	57	1140	55	1.00	1197
1397	PROSPECT AVE	QUINCE ST	FILBERT AVE	LOCAL	38	524	111	2212	50	1.00	2323
1435	SAINT JAMES CT	WEST END	OXFORD ST	LOCAL	41	277	63	1262	68	1.00	1325
1436	SAINT THOMAS	SOUTH END	DAVIS ST	LOCAL	40	274	61	1216	45	1.00	1277
1442	SELF CT	WEST END	FILBERT AVE	LOCAL	38	332	71	1414	69	1.00	1485
1455	SHEFFIELD AVE	PARK PLACE DR	OXFORD ST	LOCAL	28	754	117	2346	57	1.00	2463
1456	SHERWOOD ST	PARK PLACE DR	DAVIS ST	LOCAL	30	746	124	2487	44	1.00	2611

Reclamite SQ Yds

66,226



Reclamite Project Summer 2026 Area 4

<u>GISID</u>	<u>Street</u>	<u>FromStreet</u>	<u>ToStreet</u>	<u>Class</u>	<u>Width</u>	<u>Length</u>	<u>AddAreaYD2</u>	<u>PaveAreaYD2</u>	<u>PCI</u>	<u>PCT</u>	<u>ProjectYD2</u>
1353	PALM ST	G ST	F ST	LOCAL	53	453	133	2668	37	1.00	2801
1354	PALM ST	F ST	E ST	LOCAL	53	398	117	2344	28	1.00	2461
1355	PALM ST	E ST	D ST	LOCAL	53	395	116	2326	32	1.00	2442
1356	PALM ST	D ST	C ST	LOCAL	53	404	119	2379	31	1.00	2498
1357	PALM ST	C ST	B ST	LOCAL	53	398	117	2344	23	1.00	2461
1358	PALM ST	B ST	A ST	LOCAL	53	398	117	2344	14	1.00	2461
1359	PALM ST	A ST	HWY 65	LOCAL	55	201	61	1228	28	1.00	1290
20000	PALM ST	BELMONT RD	W END	LOCAL	30	734	0	2447	0	1.00	2447
1483	VISALIA RD	ALBERT AVE	ORANGE AVE	ARTERIA	60	649	216	4327	38	1.00	4543
1484	VISALIA RD	BELMONT RD	ALBERT AVE	ARTERIA	57	1202	381	7613	46	1.00	7993
1485	VISALIA RD	DS@214E JACOB	BELMONT RD	ARTERIA	63	695	243	4865	28	1.00	5108
1486	VISALIA RD	JACOBS PL	DS@214E JACOBS PL	ARTERIA	52	214	62	1236	31	1.00	1298

Reclamite SQ Yds

37,804



Reclamite Project Summer 2026 Area 5

<u>GISID</u>	<u>Street</u>	<u>FromStreet</u>	<u>ToStreet</u>	<u>Class</u>	<u>Width</u>	<u>Length</u>	<u>AddAreaYD2</u>	<u>PaveAreaYD2</u>	<u>PCI</u>	<u>PCT</u>	<u>ProjectYD2</u>
1015	ATWOOD AVE	F ST	CAMBRIDGE ST	LOCAL	36	660	132	2640	52	1.00	2772
1016	ATWOOD CT	WEST END	ATWOOD DR	LOCAL	39	366	79	1572	51	1.00	1651
1017	ATWOOD CT	CAMBRIDGE ST	EAST END	LOCAL	35	595	117	2339	62	1.00	2456
1018	ATWOOD DR	ATWOOD CT	ACRES DR	LOCAL	35	644	125	2504	53	1.00	2630
1071	CAMBRIDGE ST	SEQUOIA AVE	WINDSOR CT	LOCAL	37	269	55	1106	52	1.00	1161
1072	CAMBRIDGE ST	WINDSOR CT	HAMPTON CT	LOCAL	37	269	55	1106	56	1.00	1161
1073	CAMBRIDGE ST	HAMPTON CT	ATWOOD AVE	LOCAL	37	300	62	1233	55	1.00	1295
1074	CAMBRIDGE ST	ATWOOD AVE	OLD LINE DR	LOCAL	37	329	68	1353	66	1.00	1420
1249	HAMPTON CT	WEST END	CAMBRIDGE ST	LOCAL	39	440	96	1929	64	1.00	2026
1311	MELISSA ST	OLD LINE DR	NORTH END	LOCAL	36	141	28	564	80	1.00	592
1319	OLD LINE CT	WEST END	OLD LINE DR	LOCAL	35	560	110	2208	46	1.00	2318
1320	OLD LINE DR	ORCHARD ST	ACRES DR	LOCAL	36	672	134	2688	52	1.00	2822
1321	OLD LINE DR	MELISSA ST	ORCHARD ST	LOCAL	36	667	133	2668	56	1.00	2801
1322	OLD LINE DR	OLD LINE CT	MELISSA ST	LOCAL	36	377	75	1508	57	1.00	1583
1340	ORCHARD ST	ATWOOD DR	OLD LINE DR	LOCAL	38	331	70	1398	72	1.00	1467
1511	WINDSOR CT	WEST END	CAMBRIDGE ST	LOCAL	38	440	92	1849	56	1.00	1941

Reclamite SQ Yds

30,097

OWNER: City of Exeter PROJECT NO.: RFB 26-01

PROJECT: FY 26 Reclamite Project DATE: April 22, 2026

BID OPENING ATTENDANCE LIST

****PLEASE PRINT****

NAME / TITLE	ORGANIZATION	ADDRESS (Include City and Zip)	PHONE & EMAIL
1. Ricardo Robles	Pavement Coatings	2150 Bell Ave Ste. 125 Sacramento	(916) 685-2204
2. Naam Goldstrom	COE		
3. Francesca Quintana	COE		
4. Zachary Boudreaux	COE		
5.			
6.			
7.			
8.			
9.			
10.			
11.			



BID TABULATION

PROJECT: FY 26 Reclamite Project

PROJECT NO.: 26-01

DATE: April 22, 2026

TIME: 2:00 PM

BIDDER	BASE BID
Pavement Coatings Co.	497,668.75

City Clerk Attestation:
Francesca Quintana
4/22/26



Agenda Item Staff Report

Agenda Item Number:

J.3.

Meeting Date:

May 26, 2026

Wording for Agenda:

Discussion and Consideration of Canceling the July 14, 2026, Regular City Council Meeting.

Submitting Department:

Administration

Contact Name:

Jason Ridenour, City Administrator

For action by:

City Council

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Department Recommendation:

Staff recommends that the City Council discuss and consider canceling the regularly scheduled City Council meeting on July 14, 2026, to allow for a summer recess.

Summary:

At the request of Mayor Johnson during the May 12, 2026, City Council meeting, this item is being brought forward for discussion and consideration regarding the cancellation of the July 14, 2026, regularly scheduled City Council meeting. The City of Exeter has regularly scheduled City Council Meetings on the second and fourth Tuesday of each month. The City has historically canceled the first regularly scheduled City Council meeting in July.

Staff has reviewed the current anticipated agenda schedule and the cancellation of the July 14, 2026, meeting can be accommodated without negatively impacting City operations or delaying critical Council actions. A special meeting may be called if deemed necessary due to unforeseen circumstances.

At this time, the City Council has the following options:

- Approve the cancellation of the July 14, 2026, Regular City Council Meeting.
- Take no action and proceed with the regular meeting as scheduled.
- Provide alternate direction to staff.

Background:

In prior years, the City Council has elected to cancel one regular meeting during the summer months, typically occurring in July or August. This practice has historically not impacted ongoing City operations or delayed essential business items.

Staff has reviewed upcoming agenda items and, at this time, is not aware of any time-sensitive matters requiring Council action on July 14, 2026. If approved, the next regularly scheduled City Council meeting following the cancellation would take place on July 28, 2026.

Fiscal Impact:

There is no fiscal impact associated with this item.

Prior City Council Actions:

Historically, the City Council has periodically canceled one regular meeting during the summer months to allow for a summer recess. Most recently, City Council elected to cancel the July 8, 2025, meeting.

Attachments:

- July Council Meeting Calendar

Recommended motion to be made by the City Council:

I move to cancel the regularly scheduled City Council meeting of July 14, 2026, to allow for a summer recess, or alternatively direct staff accordingly.

City of Exeter - July 2026 City Council Meeting Calendar						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 Regular City Council Meeting - Cancelled	15	16	17	18
19	20	21	22	23	24	25
26	27	28 Regular City Council Meeting - Scheduled	29	30	31	