



EXETER CITY COUNCIL REGULAR MEETING AGENDA

August 11, 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, August 11, 2026, at 6:00 p.m. in person at Exeter City Hall located at 137 N. F St. in Exeter California, 93221.

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

6:00 p.m.

A. CALL TO ORDER CLOSED SESSION

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS

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

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

1. GC 54956.9(d)(2) – Conference with Legal Counsel
Re: Potential Initiation of Litigation – Two (2) Cases (facts not known to potential plaintiffs)
2. GC 54956.9(d)(1) – Conference with Legal Counsel
Re Existing Litigation
City of Exeter v. Bumgarner, Tulare County Superior Court No. VCU323368
City of Exeter v. Clark, et al., Tulare County Superior Court No. VCU292152
3. GC 54956.8 – Conference with Real Property Negotiators
Property: 125 South 'B' Street Exeter California 93221
Agency Negotiator: Jason Ridenour, City Administrator
Negotiating Parties: City of Exeter and Center for Art, Culture, and History Exeter (CACHE)
Under Negotiation: Terms and Conditions of Lease

4. GC 54957.6 – Conference with Labor Negotiations
Agency Negotiator: Jason Ridenour and Julia Lew
Employee Groups: CLOCEA

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. Certificate of Recognition Honoring Radiant Church for Community Clean-Up Days (p. 6)
Presented by Mayor Johnson
2. Certificate of Recognition Honoring Mr. and Mrs. Certuche for Community Beautification Efforts (p. 7)
Presented by Mayor Johnson

I. CONSENT CALENDAR

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

1. Approval of July 28, 2026, Regular Meeting Minutes (pp. 8 – 17)
2. Approval of the Payment of Bills for July 24, 2026 (pp. 18 – 27)
3. Approval of Payroll for the Period of July 13, 2026, through July 26, 2026 (pp. 28 – 35)
4. Authorization to Issue a Request for Proposals (RFP) for Website Redesign, Content Management System (CMS), Hosting, and Accessibility Compliance Services (pp. 36 – 57)
5. Approval of a Temporary Street Closure, Amplified Sound Permit, and Fee Waiver for the Center for Art, Culture and History, Exeter (CACHE) Fundraiser on September 26, 2026 (pp. 58 – 64)
6. Approval of Facility Use Permit and Temporary Street Closure Permit for Hometown Emporium's 30th Anniversary Celebration on September 12, 2026 (pp. 65 – 74)
7. Adoption of **Resolution No. 2026-36**, A Resolution of the City Council of the City of Exeter, Authorizing the Purchase of a 2027 Ford Explorer Police Interceptor Utility Vehicle utilizing pricing equivalent to State of California CMAS cooperative purchasing pricing, and Authorizing the City Administrator to Execute all Necessary Purchase Documents (pp. 75 – 82)

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:
Second Reading, by Title only, and Adoption of **Ordinance No. 720**, an Ordinance of the City Council of the City of Exeter Approving the Re-zone and Re-designation of Assessor Parcel Numbers 133-072-042, 135-190-063, 135-190-039, and 135-190-037, and 135-190-038 to RM1.5 and High Density Residential and the establishment of Chapter 17.59, "By-Right Approvals" in the Zoning Ordinance (pp. 83 – 90)
Presented by Josh McDonnell, Contract City Planner
2. Public Hearing to Consider:
Second Reading, by Title only, and Adoption of **Ordinance No. 721**, an Ordinance of the City Council of the City of Exeter, Adopting a Zoning Text Amendment to Revise Section 17.18-03 to Allow Emergency Shelters as a Permitted Use in the R-M Zoning District (pp. 91 – 95)
Presented by Josh McDonnell, Contract City Planner
3. Code Enforcement Program Update Consideration of Future Code Enforcement Priorities (pp. 96 – 102)
Presented by Zachary Boudreaux, Public Works Director

4. Review and Approval of the Proposed Improvements for the Rose Garden Park Improvements Project and Authorization to Advertise the Project for Construction Bids (pp. 103 – 112)

Presented by Javier Andrade, Contract City Engineer

5. Adoption of **Resolution No. 2026-35**, A Resolution of the City Council of the City of Exeter, Amending the City of Exeter Temporary Street Closure Policy to Provide an Automatic Application Fee Waiver for Qualifying Nonprofit Organizations and Update Insurance and Risk-Management Requirements (pp. 113 – 152)

Presented by Jason Ridenour, City Administrator

6. Consideration of the Appointment In-Lieu of Election Process for City Council Districts A and D, Including Authorization to Release a District A Application and Schedule a Special City Council Meeting (pp. 153 – 169)

Presented by Francesca Nevarez, City Clerk/Human Resources Manager

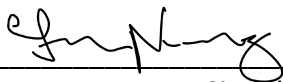
K. CITY COUNCIL ITEMS OF INTEREST

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 August 7, 2026, and online on the [City of Exeter website](#).



Francesca Nevarez, 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.

CERTIFICATE OF RECOGNITION

This certificate is proudly presented to :

Radiant Church

The City Council of the City of Exeter proudly recognizes Radiant Church for its outstanding commitment to serving the Exeter community through its Community Clean-Up Days. Through the dedication of its members and volunteers, Radiant Church has devoted countless hours to removing litter, beautifying public spaces, and demonstrating a spirit of service that reflects the pride and values of our community. Your willingness to invest your time and talents has made a meaningful difference in enhancing the appearance of our City while inspiring others to become involved in community stewardship. The City Council extends its sincere appreciation for your continued partnership, generosity, and commitment to making Exeter a cleaner, more welcoming place for all. Presented this 11th day of August, 2026.

COUNCIL MEMBER LENTZ

MAYOR PRO TEM WILSON

COUNCIL MEMBER RIDDLE

MAYOR JOHNSON

COUNCIL MEMBER ALVES

CERTIFICATE OF RECOGNITION

This certificate is proudly presented to :

Mr & Mrs. Certuche

The City Council of the City of Exeter proudly recognizes Mr. Marlon Certuche and Mrs. Certuche for their outstanding commitment to community beautification and civic pride. In recognition of your generosity in removing an unsightly tree stump and planting a new tree, you have made a lasting contribution to the beauty, safety, and character of our community. Your willingness to volunteer your time and resources exemplifies the spirit of service and pride that helps make Exeter a wonderful place to live. The City Council extends its sincere appreciation for your dedication to improving our community and thanks you for setting an example of volunteerism and community partnership.

Presented this 11th day of August, 2026.

COUNCIL MEMBER LENTZ

MAYOR PRO TEM WILSON

COUNCIL MEMBER RIDDLE

MAYOR JOHNSON

COUNCIL MEMBER ALVES



EXETER CITY COUNCIL REGULAR MEETING AGENDA ACTION MINUTES

July 28, 2026, 6:00 PM
City Hall, 137 North F Street
Exeter, California 93221

Mayor
Jacob Johnson
Mayor Pro Tem
Jeff Wilson
Council Members
Vicki Riddle
Frankie Alves
Bobby Lentz

Notice is hereby given that the Exeter City Council will hold a Regular Meeting on Tuesday, July 28, 2026, at 6:00 p.m. in person at Exeter City Hall located at 137 N. F St. in Exeter California, 93221.

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

6:00 p.m.

A. CALL TO ORDER CLOSED SESSION

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

B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS

No public comments were presented.

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

1. GC 54956.9(d)(2) – Conference with Legal Counsel
Re: Exposure to Litigation – Three (3) Cases (facts not known to potential plaintiffs)
2. GC 54956.9(d)(4) – Conference with Legal Counsel
Re: Potential Initiation of Litigation – Three (3) Cases
3. GC 54957.6 – Conference with Labor Negotiations
Agency Negotiator: Shelline Bennett and Jason Ridenour
Employee Groups: All Represented and Unrepresented Employees
4. GC 54956.8 – Conference with Real Property Negotiators
Property: 126 North 'C' Street Exeter California 93221/APN 138-093-009
Agency Negotiator: Jason Ridenour, City Administrator
Negotiating Parties: City of Exeter and Michael D. McCarthy Rentals LLC
Under Negotiation: Price and Terms and Conditions for the Potential Acquisition of Property

5. GC 54956.9 – Consideration of Liability Claims

Claimant: Erika Martinez

Claimed Against: City of Exeter

7:00 p.m.

D. CALL TO ORDER REGULAR SESSION

Mayor Johnson called the regular session to order at 07:14 p.m. City Attorney Lew reported for the record that action was taken on item C.5 to reject the claim from Erika Martinez.

E. INVOCATION

Led by Pastor Ralph Garcia with Radiant Church.

F. PLEDGE OF ALLEGIANCE

Led by Council Member Alves.

G. PUBLIC COMMENT

Public comment from Pastor Ralph Garcia addressed the City Council, commended the Police Chief for his leadership, and expressed appreciation for the increased police presence and positive impact within the community.

H. SPECIAL PRESENTATIONS

1. Oath of Office for Police Officer Matthew Dunagan (p. 7)
Presented by Chief Rob Schimpf
2. Employee of the Quarter Recognition of Amy Carter (pp. 8 – 9)
Presented by Jason Ridenour, City Administrator

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 June 28, 2026, Regular Meeting Minutes (pp. 10 – 15)
2. Approval of the Payment of Bills for June 17, 2026, June 26, 2026, July 10, 2026, and July 17, 2026 (pp. 16 – 39)
3. Approval of Payroll for the Periods of June 1, 2026, through June 14, 2026, June 15, 2026, through June 28, 2026, and June 29, 2026, through July 12, 2026 (pp. 40 – 67)
4. Approval of a Street Closure Request from Exeter Unified School District for the 2026 Exeter High School Homecoming Parade on September 4, 2026, Subject to the Conditions of Approval, and Approve a Street Closure Fee Waiver (pp. 68 – 81)

5. Adoption of **Resolution No. 2026-25**, A Resolution of the City Council of the City of Exeter Establishing Wages and Related Benefits for Employees of the Mid-Management Group (pp. 82 – 99)
6. Authorize the City Administrator (or designee) to Execute an Agreement with Gavin Tolbert's Tree Service in the Amount of \$18,025.00 for Tree Trimming Services in the Downtown Area and Authorize a Total Project Budget of \$19,827.50 to Include Contingency (pp. 100 – 155)
7. Authorize an Expenditure Toward the Fire Hydrant and Valve Repair and Replacement Project in the Amount of \$8,436.00 Due to Unforeseen Circumstances (pp. 156 – 162)
8. Authorize the City Administrator (or their Designee) to Execute an Agreement with Gavin Tolbert's Tree Service in the Amount of \$13,660 for Tree Trimming Services in the Country View Estates No. 1 and 2 and Awbrey Estates Landscaping and Lighting Maintenance Assessment District (LLMAD) (pp. 163 – 179)
9. Adoption of **Resolution No. 2026- 26**, A Resolution of the City Council of the City of Exeter, Establishing Wages and Related Benefits for Employees of the Department Head Group (pp. 180 – 209)
10. Authorize the City Administrator (or their Designee) to Approve the Purchase and Installation of a New Mechanical Bar Screen from Warren & Baerg For the City's Wastewater Treatment Plant in the an Amount Not to Exceed \$414, 529.78, Including a Base Cost of \$345,441.48, with A 20% Contingency of \$69,088.30 (pp. 210 – 217)
11. Adoption of **Resolution No. 2026- 27**, A Resolution of the City Council of the City of Exeter, Amending the City of Exeter Conflict of Interest Code to Incorporate Current Fair Political Practices Commission (FPPC) Model Language and Clarify Form 700 Filing Procedures (pp. 218 – 230)
12. Authorize Purchase of One (1) Utility Trailer for Citywide Maintenance and Department of Transportation (DOT) Compliance for a Total Cost of \$15,742.57 (pp.231 – 235)
13. Authorize the Purchase of One (1) Pinpoint R Ground Penetrating Radar from Instrument Technology Corporation (ITC) for Non-Invasive Subsurface investigation in the amount of \$20,522.04 (pp. 236 – 241)
14. Ratify the Emergency Purchase of Two (2) Variable Frequency Drives (VFDs) for City of Exeter Well 11 and Well 14 for a Total Project Cost of \$35,130.00 (pp. 242 – 245)
15. Authorize the Purchase of One (1) Valve Exerciser from FasTool Now in the Amount of \$11,749.04 to Maintaining Water System Valves Efficiency (pp. 246 – 250)
16. Adoption of **Resolution 2026-31**, A Resolution of the City Council of the City of Exeter, Authorizing the City Administrator (or their Designee) to File a Regional Surface Transportation Program (RSTP) Exchange Fund Claim Form for Fiscal Year 2025-2026 (pp. 251 – 257)
17. Receive and File the City Treasurer's Report for June 2026 (pp. 258 – 261)
18. Authorization for the City Administrator to Execute an Amendment to the Contract for City Planning Services with Collins & Schoettler Planning Consultants/4Creeks, Inc. (pp. 262 – 273)
19. Authorization to Release a Request for Proposals (RFP) for City Planning Services (pp. 274 – 294)

20. Approval of Amendment No. 1 to the Employment Agreement between the City of Exeter and City Administrator Jason Ridenour (pp. 295 – 305)
21. Adoption of **Resolution No. 2026-34**, Adopting an Updated City of Exeter Salary Schedule Reflecting Negotiated Compensation Increases for Mid-Management and Department Head Employees and a Compensation Adjustment for the City Administrator (pp. 306 – 310)

Mayor Pro Tem Wilson announced that he would abstain from voting on Consent Calendar Item I.8 due to a conflict of interest.

City Attorney Lew recapped the compensation-related items included on the Consent Calendar for the record.

Approval of Consent Calendar Items I.1 through I.21, with the exception of Mayor Pro Tem Wilson's abstention on Item I.8 due to a conflict of interest.							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	RIDDLE	(5-0), with Mayor Pro Tem Wilson abstaining on Item I.8	AYE	AYE (Items I.1-I.7 & I.9-I.21); ABSTAIN (Item I.8)	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:

- 1) Introduction and First Reading of **Ordinance No. 720**, An Ordinance of the City Council of the City of Exeter, Approving the Re-Zone and Re-Designation of Assessor Parcel Numbers 133-072-042, 135-190-063, 135-190-039, 135-190-037, to RM-1.5 High Density Residential, and 133-080-053 to RM-3 Medium Density Residential or Re-Zone of APN 135-190-038 to RM-1.5 High Density Residential and the Establishment of Chapter 17.59, "By-Right Approvals" in the Zoning Ordinance;
Presented by Josh McDonnell, Contract City Planner

Council Member Riddle and Mayor Pro Tem Wilson recused themselves from consideration of the item due to conflicts of interest. They stepped down from the dais and did not participate in the discussion or vote. City Attorney Lew advised that, because two Council Members had recused themselves, the item would require a unanimous vote of the remaining Council Members for approval.

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

Public comment from Chris Tantau. Tantau owner of a subject property, spoke in support of staff's recommendation regarding the alternative site.

Public comment from Jeff Wilson. Wilson spoke in support of staffs recommendation on the item regarding the alternative site.

Public comment from Tommy Blackmon. Blackmon stated that he did not participate in the Planning Commission's vote due to a conflict of interest and spoke about the Planning Commission's last meeting. He voiced his support for staffs recommendation regarding the alternative site.

Mayor Johnson closed the public hearing at 8:07 p.m.

City Attorney provided first reading of the Ordinance by title only.

Public hearing to introduce and give first reading of Ordinance No. 720, an Ordinance of the City Council of the City of Exeter, Approving the Re-Zone and Re-Designation of Assessor Parcel Numbers 133-072-042, 135-190-063, 135-190-039, and 135-190-037, to RM1.5 and High Density Residential, and 135-190-038 to RM-1.5 High Density Residential in lieu of the Re-Zone of APN 133-080-053 and the Establishment of Chapter 17.59, "By-Right Approvals" in the Zoning Ordinance, and provide first reading by title only and waive further reading, and direct staff to return the ordinance for second reading and adoption.							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
LENTZ	JOHNSON	(3-0)	AYE	ABSTAIN	AYE	ABSTAIN	AYE

- 2) Introduction and First Reading of **Ordinance No. 721**, An Ordinance of the City of Exeter, Adopting a Zoning Text Amendment to Revise Section 17.18-03 to Allow Emergency Shelters as a Permitted Use in the R-M Zoning District per Planning Commission recommendation;
Presented by Josh McDonnell, Contract City Planner

Council Member Riddle, Council Member Lentz, and Mayor Pro Tem Wilson each announced a conflict of interest, recused themselves from the item, and stepped down from the dais. Because the recusals resulted in a lack of a quorum, the City Clerk

conducted a random drawing in accordance with FPPC regulations to determine which recused Council Member would return to establish a quorum and participate in the item. Council Member Riddle's name was selected.

Council Member Riddle returned to the dais and participated in the discussion and vote. Council Member Lentz and Mayor Pro Tem Wilson remained in the audience and did not participate in the discussion or vote.

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

Mayor opened the public hearing at 8:11 p.m. No public comments were presented. Mayor closed the public hearing at 8:11 p.m.

City Attorney provided first reading of the Ordinance by title only.

Public hearing to introduce and give first reading of Ordinance No. 721, an Ordinance of the City Council of the City of Exeter, An Ordinance of the City of Exeter, Adopting a Zoning Text Amendment to Revise Section 17.18-03 to Allow Emergency Shelters as a Permitted Use in the R-M Zoning District and provide first reading by title only and waive further reading, and direct staff to return the ordinance for second reading and adoption.							
1 st	2 nd	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
RIDDLE	ALVES	(3-0)	AYE	ABSTAIN	AYE	AYE	ABSTAIN

Upon conclusion of the item, Council Member Lentz and Mayor Pro Tem Wilson returned to the dais.

- 3) Adoption of **Resolution 2026-28**, A Resolution of the City Council of the City of Exeter, Approving the 2023-2031 Exeter Housing Element (pp. 311 – 611)
Presented by Josh McDonnell, Contract City Planner

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

Mayor opened the public hearing at 8:14 p.m.

Public comment from Tommy Blackmon. Blackmon expressed opposition to the Housing Element requirements while acknowledging the City's obligation to comply with State law.

Mayor closed the public hearing at 8:17 p.m.

Adoption of Resolution No. 2026-28 , A Resolution of the City Council of the City of Exeter, Approving the 2023-2031 Exeter Housing Element.							
1 st	2 nd	Result	JOHNSON	WILSON	ALVES	RIDDLE	LENTZ
ALVES	RIDDLE	(3-2)	AYE	NAY	AYE	AYE	NAY

2. Public Hearing to Consider:

- 1) The Levy and Collection of Assessments for Fiscal Year 2026-27 on Landscape and Lighting Maintenance Assessment Districts 98-01; 97-01; 91-01A; 91-01B; 08-01; 06-01; 05-01; 05-02; 04-02; 04-03; 01-02; 23-01; 25-01; and 25-02
Presented by Javier Andrade, Contract City Engineer

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

The City Council directed that the Fiscal Year 2026-27 assessments for District 05-01 (Blossom Estates), District 05-02 (Country View Estates No. 3), and District 06-01 (Rocky Hill Haciendas) be levied at their original formation rates of \$67.54, \$113.28, and \$133.44 per parcel, respectively.

Mayor opened the public hearing at 8:21 p.m. No public comments were presented.
Mayor closed the public hearing at 8:22 p.m.

Approved the levy and collection of assessments for Fiscal Year 2026-27 on Landscape and Lighting Maintenance Assessment Districts 98-01; 97-01; 91-01A; 91-01B; 08-01; 06-01; 05-01; 05-02; 04-02; 04-03; 01-02; 23-01; 25-01; and 25-02, as revised.							
1 st	2 nd	Result	JOHNSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	RIDDLE	(5-0)	AYE	AYE	AYE	AYE	AYE

- 2) Adoption of **Resolution No. 2026-29**, A Resolution of the City Council of the City of Exeter, Approving Engineer's Reports and Confirming the Diagrams and Assessments Therein for Fiscal Year 2026-27; and
- 3) Adoption of **Resolution No. 2026-30**, A Resolution of the City Council of the City of Exeter, Certifying to the County of Tulare the Validity of the Legal Process Used to Place Direct Charges (Special Assessments) on the Secured Tax Roll (pp. 612 – 730)
Presented by Javier Andrade, Contract City Engineer

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

The City Council directed that the Fiscal Year 2026-27 assessments for District 05-01 (Blossom Estates), District 05-02 (Country View Estates No. 3), and District 06-01 (Rocky Hill Haciendas) be levied at their original formation rates of \$67.54, \$113.28, and \$133.44 per parcel, respectively.

Mayor opened the public hearing at 8:21 p.m. No public comments were presented.
Mayor closed the public hearing at 8:21 p.m.

Adoption of Resolution No. 2026-29, A Resolution of the City Council of the City of Exeter, Approving Engineer's Reports and Confirming the Diagrams and Assessments Therein for Fiscal Year 2026-27, as revised <u>AND</u> Adoption of Resolution No. 2026-30, A Resolution of the City Council of the City of Exeter, Certifying to the County of Tulare the Validity of the Legal Process Used to Place Direct Charges (Special Assessments) on the Secured Tax Roll.							
1 st	2 nd	Result	JOHNSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	RIDDLE	(5-0)	AYE	AYE	AYE	AYE	AYE

3. Public Hearing to Consider Adoption of **Resolution No. 2026-32**, A Resolution of the City Council of the City of Exeter, Approving the City of Exeter Rate and Fee Schedule for Fiscal Year 2026/2027 (pp. 731 – 743)
Presented by Jason Ridenour, City Administrator

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

Mayor opened the public hearing at 8:26 p.m. No public comments were presented.
Mayor closed the public hearing at 8:27 p.m.

Adoption of Resolution No. 2026-32, A Resolution of the City Council of the City of Exeter, Approving the City of Exeter Rate and Fee Schedule for Fiscal Year 2026/2027							
1 st	2 nd	Result	JOHNSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	ALVES	(5-0)	AYE	AYE	AYE	AYE	AYE

4. Consider Rejection of all Bids Received for City of Exeter Request for Bids (RFB) No. 26-01 for the 2026 Reclamite Project (pp. 744 – 836)
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 of Rejection of all Bids Received for City of Exeter Request for Bids (RFB) No. 26-01 for the 2026 Reclamite Project							
1 st	2 nd	Result	JOHNSON	WILSON	ALVES	RIDDLE	LENTZ
JOHNSON	RIDDLE	(5-0)	AYE	AYE	AYE	AYE	AYE

5. Consider Adoption of **Resolution No. 2026-33**, A Resolution of the City Council of the City of Exeter, Awarding the Construction Contract for the City of Exeter Downtown ADA Parking Project to Advanced Engineering USA in the amount of \$169,781.15, Including a 10% Construction Contingency, and 10% Construction Management, for a Total Project Budget of \$203,737.39, and Authorizing the City Administrator to Execute the Contract and all Documents Necessary Thereto to Implement the Project (pp. 837 – 863)
Presented by Javier Andrade, Contract City Engineer

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

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

Adoption of Resolution No. 2026-33, A Resolution of the City Council of the City of Exeter, Awarding the Construction Contract for the City of Exeter Downtown ADA Parking Project to Advanced Engineering USA in the amount of \$169,781.15, Including a 10% Construction Contingency, and 10% Construction Management, for a Total Project Budget of \$203,737.39, and Authorizing the City Administrator to Execute the Contract and all Documents Necessary Thereto to Implement the Project.							
1 st	2 nd	Result	JOHNSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	RIDDLE	(5-0)	AYE	AYE	AYE	AYE	AYE

6. Authorize the Public Works Department to begin implementing the City's Water Meter Modernization Project by Transitioning Existing Water Meters and Meter Transmission Units (MTUs) to a new Cellular Advanced Metering Infrastructure (AMI) System Utilizing HydroPro Solutions, in the Amount of \$143,904.80 for the 2026/27 Fiscal Year (pp. 864 – 869)
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 of the Water Meter Modernization Project to transition the City's existing water metering system to a new Cellular Advanced Metering Infrastructure (AMI) platform through HydroPro Solutions, including replacement of existing water meters where necessary and retrofit of compatible existing meter transmission units (MTUs), in the amount of \$143,904.80.							
1 st	2 nd	Result	JOHNSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	ALVES	(5-0)	AYE	AYE	ALVES	AYE	AYE

K. CITY COUNCIL ITEMS OF INTEREST

Council Member Alves commented on the distinct roles of the Planning Commission and City Council and expressed appreciation to everyone who helped make the City's Fourth of July and summer events successful.

Mayor Pro Tem Wilson reported attending several community events during the month, including the Fourth of July Run, and noted that he was unable to attend the Tooleville Board meeting.

Council Member Riddle reported that the 250 Committee's Bike Ride was successful, thanked the Police Chief and City Administrator for their support, highlighted the upcoming 9/11 event, and expressed appreciation to Hometown Emporium and to the Lions Club for its community contributions.

Council Member Lentz commented that he attended and enjoyed the Golf Cart Parade.

Mayor Johnson thanked the residents and property owners who participated in the meeting and reminded the community that National Night Out would be held the following week.

L. CITY ADMINISTRATOR/DEPARTMENT COMMENTS

City Administrator, Public Works Director, Chief of Police, Finance Director, City Attorney AND City Cler/Human Resources provided comments/reports.

M. REGULAR MEETING ADJOURNMENT

Mayor adjourned the meeting at 9:06 p.m.

Francesca Nevarez, City Clerk



Agenda Item Staff Report

Agenda Item Number:

I.2

Meeting Date:

August 11, 2026

Wording for Agenda:

Approval of the Payment of Bills for July 24, 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 amounts.

- \$31,444.75 dated July 24, 2026, for accrued expenditures charged to FY 2025-2026
- \$78,900.65 dated July 24, 2026, for expenditures charged to FY 2026-2027

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: \$110,345.40 dated July 24, 2026
- Funding source: Various city departmental budgets
- Budget implications: All payments are within the approved Fiscal Year 2025-2026 and Fiscal Year 2026-2027 budgets. 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 July 24, 2026

Recommended motion to be made by the City Council:

I move to approve the payment of bills in the amount of \$110,345.40 dated July 24, 2026.

Report Selection:

Run Group... 072426 Comment... CHECK RUN @FY@07/24/2026

Approval Date for Report..... 07 24 2026

Payments Through Date..... 07 24 2026

Cutoff Amount to be Used..... 0000000

RUN GROUP... 072426 COMMENT... CHECK RUN @FY@07/24/2026

DATA-JE-ID	DATA COMMENT
-----	-----

D-07242026-304 CHECK RUN @FY@07/24/2026

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 7/24/2026 for Payments Through 7/24/2026

Vendor Name	Description	Amount
A.R.E AUTO PARTS INC.	@FY@COOLANT HOSE-VX50	1,038.23
AAA QUALITY SERVICES	@FY@6/17 POTTY RENTAL-U	2,321.08
ADVENTIST HEALTH TULARE	@FY@MAY 2026 LAB FEES	110.00
APPLIED CONCEPTS, INC	@FY@STATIONRY RADAR W BA	3,501.75
AT&T	@FY@JUN 2026 LIVESCAN	422.98
BUZZ KILL PEST CONTROL	@FY@JUN 1907 W MEYER PES	238.00
CENTRAL VALLEY REFRIGERATION	@FY@ISTALL ICE MACHINE	991.33
CIVICA LAW GROUP, APC	@FY@JUN 313 S C ST CODE	1,481.46
COUNTY OF TULARE	@FY@JUN MAIL DELINQUENTS	795.96
DEPT OF JUSTICE	@FY@JUN BLOOD ALCOHOL	387.00
EXETER MOTORS, INC.	@FY@REPLACE WTR PUMP/SP	7,957.73
JACK GRIGGS INC	@FY@RED DIESEL BT	207.20
KENT M. KAWAGOE, PH.D.	@FY@DONLEY-PRE-EMPLOYMEN	425.00
MID VALLEY DISPOSAL, LLC	@FY@5/22/26 40Y EXCHANGE	900.02
MOORE TWINING ASSOCIATES, INC	@FY@TOTAL & ORGANIC NITR	2,855.00
SEQUOIA APPAREL, INC	@FY@COE PATCHES	734.06
SIMMONS TIRE SERVICE	@FY@E04-GY EAGLE TIRES	1,528.85
SOUTHERN CALIFORNIA EDISON	@FY@4714-6/12/26-7/13/26	297.75
SOUTHERN CALIFORNIA GAS CO.	@FY@7144-6/1/26-7/1/26	16.33
ULINE	@FY@MILWAUKEE TOOL/CHAIN	2,735.02
VAST NETWORKS	@FY@APR 2026 FD INTERNET	2,500.00

* *

Final Totals... 31,444.75

TOTAL NUMBER OF RECORDS PRINTED 114

Payments for Publication

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
104	GENERAL FUND	19,555.69
105	WATER FUND	1,765.84
106	SANITATION FUND	129.87
107	SEWER FUND	6,181.39
141	MEASURE P	3,811.96
TOTAL ALL FUNDS		31,444.75

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BANK	BANK OF THE SIERRA	31,444.75
TOTAL ALL BANKS		31,444.75

Report Selection:

Run Group... 072426 Comment... CHECK RUN 07/24/2026

Approval Date for Report..... 07 24 2026

Payments Through Date..... 07 24 2026

Cutoff Amount to be Used..... 0000000

RUN GROUP... 072426 COMMENT... CHECK RUN 07/24/2026

DATA-JE-ID	DATA COMMENT
-----	-----

D-07242026-302 CHECK RUN 07/24/2026

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 7/24/2026 for Payments Through 7/24/2026

Vendor Name	Description	Amount
BASIC	JUL 2026 COBRA FEES	50.01
BLUE SHIELD OF CALIFORNIA	8/1/26-8/31/26	39,704.78
CONSENSUS CLOUD SOLUTIONS	EFAX JUL MAINTENANCE FEE	163.99
COUNTY OF TULARE	DESK WEDGE-RODRIGUEZ-FD	32.55
EMD NETWORKING SERVICES, INC.	REPLACE HARD DRIVE-CH	135.77
EMPLOYER DRIVEN SOLUTIONS	AUG 2026 COVERAGE	921.00
FERGUSON US HOLDINGS, INC	6X18 MJXPE C153 OS	1,439.23
FRONTIER CALIFORNIA INC.	5139-7/14/26-8/13/26	1,737.16
FUSION CONNECT, INC	0966-7/18-8/17/26	700.13
GIEFER/ MICHAEL	GIEFER ADPP AUG 2026	4,461.77
GREEN BOX RENTALS INC	7/15-8/14/26 STRG	16.37
JC SUPPLY PRODUCTS LLC	BIO PAKS/SHIPPING CHARGE	745.60
LEAF CAPITAL FUNDING LLC	ADMIN-JUL 2026 KYOCERA	477.21
MARK HULL	10 METAL-3D PRINTING SER	150.00
MID VALLEY DISPOSAL, LLC	7/8/26 40Y EXCHANGE	2,773.04
MILLAN/ MARCUS	ANNUAL BOOT REIMBURSEMEN	247.84
MINERAL KING PUBLISHING INC	7/1 PN-HOUSING ELEMENT	1,826.00
PRINCIPAL LIFE INSURANCE CO.	AUG PREMIUM-29	3,895.91
QUIROZ/PATRICK	ANNUAL BOOT REIMBURSEMEN	250.00
RAMIREZ/ GABRIEL	ANNUAL BOOT REIMBURSEMEN	250.00
SAN JOAQUIN VALLEY APCD	26/27 PERMIT-BLMNT/GLAZE	314.00
SOUTHERN CALIFORNIA EDISON	8568-6/16/26-7/15/26	17.65
TELSTAR INSTRUMENTS	CABLES/PUMP REPAIR/INSTA	3,316.69
ULINE	10PK NITRILE GLVS/MAG TA	246.22
UNDERGROUND SERVICE ALERT OF	2026 MEMBERSHIP FEES	774.72
UNIVAR SOLUTIONS USA INC	JUL SOD HYPO 1906 W MYER	4,763.86
USA BLUEBOOK	HIGH RANGE CHLORINE	1,149.28
VALLEY EXPETEC	AUG MONTHLY BILLING	8,339.87

**

Final Totals... 78,900.65

TOTAL NUMBER OF RECORDS PRINTED

77

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
-----	-----	
104	GENERAL FUND	18,646.22
105	WATER FUND	6,692.59
106	SANITATION FUND	68.91
107	SEWER FUND	8,144.23
121	INSURANCE FUND	44,571.70
140	LANDSCAPE AND LIGHTING DISTR	627.00
141	MEASURE P	150.00
TOTAL ALL FUNDS		78,900.65

BANK RECAP:

BANK	NAME	DISBURSEMENTS
-----	-----	
BANK	BANK OF THE SIERRA	78,900.65
TOTAL ALL BANKS		78,900.65



Agenda Item Staff Report

Agenda Item Number:

I.3.

Meeting Date:

August 11, 2026

Wording for Agenda:

Approval of Payroll for the Period of July 13, 2026, through July 26, 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 July 13, 2026 to July 26, 2026, in the following amount.

- \$92,523.80 for July 13, 2026, through July 26, 2026, period with a check date of July 31, 2026.

Summary:

This item requests City Council approval of payroll expenditures incurred during the pay period of July 13, 2026, through July 26, 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: \$92,523.80 (for July 13, 2026, through July 26, 2026, payroll period)
- Funding source: Approved departmental salary budgets

- Budget implications: Payroll is within the adopted Fiscal Year 2026-2027 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 July 13, 2026, through July 26, 2026.

Recommended motion to be made by the City Council:

I move to approve payroll for the period of July 13, 2026, through July 26, 2026, in the amount of \$92,523.80.

PERIOD 3 DATING 7/13/2026- 7/26/2026 CHECK DATE 7/31/2026
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
1908	63.69	CA STATE DISBURSEMENT UN	2	1	VENDOR CHECK
1909	376.77	COLEMAN/DEWAYNE	728	1	
1910	460.41	LANDEROS/SAVANNAH KAYLE	782	1	
1911	1,758.26	MELLINGER/GRANT EDWARD	790	1	

TOTALS FOR CHECK FORM: CHEK				
NEGOTIABLE CHECKS			COUNTS	
2,595.44	*EMPLOYEE CHECKS		3	
63.69	*VENDOR CHECKS		1	
0.00	*BANK CHECKS		0	
2,659.13	**TOTAL NEGOTIABLE CHECKS		4	
OTHER CHECKS				
0.00	*MANUAL CHECKS		0	
0.00	*CANCELLED CHECKS		0	
2,659.13	**TOTAL FOR CHECK FORM			
NON-NEGOTIABLE CHECKS				
0.00	*DIRECT DEPOSIT STUBS		0	
0.00	*VENDOR DIR DEP STUBS		0	

PERIOD 3 DATING 7/13/2026- 7/26/2026 CHECK DATE 7/31/2026
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
55090	195.00	CLOCEA	4	1 VENDOR STUB ONLY
55091	308.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
55092	175.40	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
55093	2,250.82	ARIAS/CHRISTINA	730	1 STUB ONLY
55094	2,819.91	QUINTANA FRANCESCA N	742	1 STUB ONLY
55095	4,709.32	RIDENOUR/JASON CHARLES	763	1 STUB ONLY
55096	1,488.70	CARTER/AMY JO	502	1 STUB ONLY
55097	2,955.95	HERNANDEZ/XOCHITL	306	1 STUB ONLY
55098	1,507.47	RAMOS LEON/YOSENIA	776	1 STUB ONLY
55099	3,790.55	RODRIGUEZ/JANIE	786	1 STUB ONLY
55100	1,730.86	TOBIAS/ANTHONY JORDAN	746	1 STUB ONLY
55101	421.39	VEGA/ASHLEY MAKAYLA	753	1 STUB ONLY
55102	1,887.26	BROWN/ANDREW EUGENE	762	1 STUB ONLY
55103	2,501.45	BRYANT/EZRA JOSEPH	752	1 STUB ONLY
55104	1,710.73	CARRETERO/VANESSA	402	1 STUB ONLY
55105	1,775.65	DONLEY/COLLIN BRENT	788	1 STUB ONLY
55106	1,980.06	DUNAGAN/MATTHEW THOMAS	787	1 STUB ONLY
55107	2,795.97	GREEN GROVE/BRAYDEN TAY	767	1 STUB ONLY
55108	323.77	GRIMSLEY/RICK WAYNE	791	1 STUB ONLY
55109	3,030.70	HEINKS/RYAN DAVID	765	1 STUB ONLY
55110	1,700.70	HERNANDEZ/ANDY	780	1 STUB ONLY
55111	1,317.93	HILL/HANNAH GRACE	747	1 STUB ONLY
55112	2,396.59	LINARES/FRANCISCO JR	772	1 STUB ONLY
55113	1,748.93	MAGANA MARTINEZ JOEL	773	1 STUB ONLY
55114	3,449.46	MOORE/ROBERT HARRY	764	1 STUB ONLY
55115	1,764.70	MORALES/SKYLEENA ROSE	779	1 STUB ONLY
55116	4,363.36	SCHIMPF/ROBERT BRIAN	766	1 STUB ONLY
55117	2,199.04	SHIELDS/ZION	708	1 STUB ONLY
55118	2,543.96	VILLARREAL/ISIDRO	707	1 STUB ONLY
55119	2,144.30	ALDRIDGE/GARY	618	1 STUB ONLY
55120	3,710.76	BOUDREAUX/ZACHARY MICHA	756	1 STUB ONLY
55121	1,845.52	HUGGINS/KYLE AARON	621	1 STUB ONLY
55122	2,512.36	MILLAN/MARCUS	622	1 STUB ONLY
55123	494.55	WENDT/EDDIE	626	1 STUB ONLY
55124	265.32	ARIAS/KAYLA OLIVIA	774	1 STUB ONLY
55125	2,022.07	GARVER/ELIJAH	712	1 STUB ONLY
55126	444.81	HANEY/CAMERON GARRETT B	789	1 STUB ONLY
55127	265.32	MADRIGAL/GRACE EMMA	784	1 STUB ONLY
55128	1,808.88	ARROYO/MARIE	623	1 STUB ONLY
55129	1,589.68	QUIROZ/PATRICK P	512	1 STUB ONLY
55130	2,573.48	RAMIREZ/GABRIEL GRACILI	761	1 STUB ONLY
55131	2,271.64	RAMIREZ/JUAN	608	1 STUB ONLY
55132	1,691.01	RIVERA/RYAN	733	1 STUB ONLY
55133	3,044.72	HIFNER/CHRISTOPHER	736	1 STUB ONLY
55134	553.36	RUBIO/IVAN	750	1 STUB ONLY
55135	1,275.45	CREECH/JACE W	777	1 STUB ONLY
55136	1,507.81	MCCOOL/JASPER JAX	785	1 STUB ONLY

PERIOD 3 DATING 7/13/2026- 7/26/2026 CHECK DATE 7/31/2026
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
TOTALS FOR CHECK FORM: STUB				
NEGOTIABLE CHECKS			COUNTS	
	0.00	*EMPLOYEE CHECKS		0
	0.00	*VENDOR CHECKS		0
	0.00	*BANK CHECKS		0
	0.00	**TOTAL NEGOTIABLE CHECKS		0
OTHER CHECKS				
	0.00	*MANUAL CHECKS		0
	0.00	*CANCELLED CHECKS		0
	0.00	**TOTAL FOR CHECK FORM		
NON-NEGOTIABLE CHECKS				
	89,186.27	*DIRECT DEPOSIT STUBS		44
	678.40	*VENDOR DIR DEP STUBS		3

PERIOD 3 DATING 7/13/2026- 7/26/2026 CHECK DATE 7/31/2026

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	73,707.42	53,637.87	52,552.81
1	105	10,001.94	15,136.32	14,319.98
1	106	.00	1,057.96	1,057.96
1	107	.00	11,655.58	10,961.54
1	121	.00	2,221.63	2,221.63
1	141	8,072.35	8,072.35	8,072.35

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 3 DATING 7/13/2026- 7/26/2026 CHECK DATE 7/31/2026

EMR CODE	FUND CODE	DEPT CODE	HOME TOTALS	FULL EMPLOYEE	PART	TEMP	FEMALE COUNTS
1	104	402 ADMINISTRATION	9,780.05	3			2
1	104	403 FINANCE	11,894.92	5	1		5
1	104	421 POLICE	37,490.26	16		1	3
1	104	431 STREET	10,707.49	4	1		
1	104	471 RECREATION	3,834.70	1	5		3
1	105	461 WATER	10,001.94	5			1
1	141	405 CODE ENFORCEMENT	1,691.01	1			
1	141	421 POLICE	3,044.72	1			
1	141	471 RECREATION LEADER	553.36	1			
1	141	472 PARKS	2,783.26	2			
TOTAL			91,781.71	39	7	1	14

PERIOD 3 DATING 7/13/2026- 7/26/2026 CHECK DATE 7/31/2026

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

GRAND TOTALS

NEGOTIABLE CHECKS		COUNTS
2,595.44	*EMPLOYEE CHECKS	3
63.69	*VENDOR CHECKS	1
0.00	*BANK CHECKS	0
2,659.13	**TOTAL NEGOTIABLE CHECKS	4

OTHER CHECKS

0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0

2,659.13 ***GRAND TOTAL

NON-NEGOTIABLE CHECKS

89,186.27	*DIRECT DEPOSIT STUBS	44
678.40	*VENDOR DIR DEP STUBS	3

89,864.67 **TOTAL NON-NEGOTIABLE CHECKS 47

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

2,595.44	*EMPLOYEE CHECKS	3
63.69	*VENDOR CHECKS	1
0.00	*BANK CHECKS	0
89,186.27	*DIRECT DEPOSIT STUBS	44
678.40	*VENDOR DIR DEP STUBS	3

92,523.80 ***TOTAL NEGOTIABLE & NON-NEGOT 51

0.00	*OTHER CHECKS	0
------	---------------	---

92,523.80 ***TOTAL NEG, NON-NEG, OTHER CHECKS

TOTAL SEQ 1 FEMALES 14



Agenda Item Staff Report

Agenda Item Number:

I.4.

Meeting Date:

August 11, 2026

Wording for Agenda:

Authorization to Issue a Request for Proposals (RFP) for Website Redesign, Content Management System (CMS), Hosting, and Accessibility Compliance Services.

Submitting Department:

Administration

Contact Name:

Francesca Nevarez, City Clerk/Human Resources Manager
Ryan Heinks, Police Lieutenant

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:

1. Authorize staff to issue a Request for Proposals (RFP) for professional website redesign and hosting services;
2. Authorize the City Administrator to conduct the competitive procurement process;
3. Direct staff to return to the City Council with a recommendation for contract award following evaluation of proposals.

Summary & Background:

The City of Exeter's website serves as one of the City's primary communication tools, providing residents, businesses, and visitors with access to City Council agendas and minutes, public notices, department information, online forms, permits, and a variety of municipal services. The City's current website platform through Pastis Enterprises out of Visalia, California, has served the organization for many years; however, evolving technology, user expectations, and accessibility standards have highlighted the need for a modern, secure, and more user-friendly website.

In April 2024, the U.S. Department of Justice adopted updated regulations under Title II of the Americans with Disabilities Act (ADA) requiring state and local government websites and mobile applications to comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. For

public entities the size of the City of Exeter, compliance is required by April 26, 2028. These new federal requirements make it increasingly important for the City to implement a website platform that is designed to support ongoing accessibility compliance, document accessibility, and continuous monitoring.

In addition to accessibility, a new website will improve the public's ability to locate information, access City services from mobile devices, and engage with the City. Modern municipal website platforms also provide enhanced cybersecurity, improved content management tools for staff, and integrations with online forms, meeting agendas, calendars, and other government services.

To ensure the City selects the solution that best meets its operational needs and provides the greatest overall value, staff recommends issuing a Request for Proposals (RFP) to solicit competitive proposals from qualified vendors specializing in municipal government websites.

The proposed Request for Proposals (RFP) outlines the City's project goals, scope of services, technical requirements, accessibility standards, implementation expectations, and ongoing support needs for a new municipal website. The RFP requests proposals from qualified vendors with experience designing and maintaining websites for local government agencies. Proposals will be evaluated using a weighted scoring process that considers the vendor's qualifications and municipal experience, proposed website design and functionality, technical capabilities, ADA and accessibility compliance, project approach and implementation schedule, customer support, references, and overall cost.

Following the evaluation process, staff will negotiate with the highest-ranked proposer, if appropriate, and return to the City Council with a recommendation for contract award.

Fiscal Impact:

The Fiscal Year 2026-2027 adopted budget includes \$30,000 for website redesign and implementation from the General Fund, Water Fund, Sewer Fund and Measure P Fund. Should the selected proposal exceed the budgeted amount, staff will return to the City Council with a request for an additional appropriation as part of the contract award recommendation.

This agenda item authorizes only the issuance of a Request for Proposals and does not commit the City to the expenditure of funds or award of a contract. The selected vendor and final project cost will be presented to the City Council for consideration at a future meeting.

Prior City Council Actions:

None associated with this action.

Attachments:

- DRAFT RFP with Appendixes

Recommended motion to be made by the City Council:

I move to authorize staff to issue a Request for Proposals (RFP) for the design, implementation, hosting, maintenance, and accessibility compliance of the City's website, and direct staff to return to the City Council with a recommendation for contract award following the competitive procurement process.



CITY OF EXETER

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL (RFP) NO. 2026-05

**WEBSITE REDESIGN, CONTENT MANAGEMENT SYSTEM (CMS),
HOSTING, AND ACCESSIBILITY COMPLIANCE SERVICES**

1. Introduction:

The City of Exeter invites qualified firms to submit proposals for the design, development, implementation, hosting, maintenance, and ongoing support of a new municipal website. The selected vendor shall provide a modern, secure, mobile-responsive website that complies with current ADA accessibility requirements and industry best practices.

2. City Background:

The City of Exeter is a full-service municipality in Tulare County, California, serving a population of approximately 10,321 residents. The City's website is a primary communication tool for residents, businesses, and visitors.

3. Project Objectives:

- Modernize the City's website.
- Improve navigation and search.
- Meet WCAG 2.1 AA accessibility requirements.
- Provide an easy-to-use CMS.
- Migrate existing content.
- Improve cybersecurity.
- Provide ongoing hosting, maintenance, and support.

4. Scope of Services:

The selected consultant shall provide:

- Website discovery and planning
- Custom design
- Content migration
- Responsive/mobile design
- ADA accessibility review and monitoring
- Hosting
- Security updates
- Staff training
- Warranty and ongoing support
- Analytics
- Search functionality
- Emergency alert banner
- Calendar
- News module
- Online forms

- Staff directory
- Agenda and meeting integration
- Social media integration

5. Minimum Technical Requirements

- WCAG 2.1 Level AA compliant
- Secure cloud hosting
- SSL certificate
- Daily backups
- Role-based permissions
- Unlimited staff editors
- Unlimited webpages
- PDF accessibility tools
- Broken link monitoring
- Spanish translation capability
- 99.9% uptime SLA

6. Vendor Qualifications

Demonstrated experience with California municipal government websites, at least five comparable projects completed within the past five years, and three client references.

7. Proposal Contents

Include:

1. Cover Letter
2. Company Profile
3. Project Team
4. Relevant Experience
5. Technical Approach
6. Implementation Schedule
7. Training Plan
8. Support Plan
9. Cost Proposal
10. References

8. Evaluation Criteria

Evaluation Criteria	Maximum Points
Qualifications and Experience with Municipal Website Projects	20
Proposed Website Design, User Experience, and Functionality	20
Technical Capabilities, CMS Features, and Security	20
ADA Accessibility Compliance and Ongoing Accessibility Services	15
Project Approach, Implementation Schedule, and Training	10
Cost Proposal and Overall Value	15
Total Possible Points	100

9. Tentative Schedule

The City reserves the right to modify this schedule as necessary. Any changes will be communicated through an addendum to the Request for Proposals.

Milestone	Date
RFP Released	August 17, 2026
Deadline for Questions	August 28, 2026, by 5:00 p.m.
Responses to Questions Posted	September 4, 2026
Proposal Submission Deadline	September 18, 2026, by 4:00 p.m.
Proposal Evaluation Period	September 18 – September 25, 2026
Optional Vendor Interviews/Demonstrations	Week of September 28, 2026
City Council Consideration of Contract Award	October 13, 2026

Milestone	Date
Project Kickoff	October 2026
Target Website Launch	January – March 2027

10. Proposal Submission Requirements

Proposals must be received no later than **4:00 p.m. (Pacific Time) on Friday, September 18, 2026.**

The City will only accept proposals submitted electronically via email. Paper copies, fax submissions, or proposals delivered by any other method will not be accepted.

Proposals shall be submitted in PDF format and emailed to:

Francesca Nevarez

City Clerk/Human Resources Manager

City of Exeter

Email: fquintana@exetercityhall.com

The subject line of the email shall read:

“RFP No. 26-05 – Website Redesign, Content Management System (CMS), Hosting, and Accessibility Compliance Services”

It is the sole responsibility of the proposer to ensure that the proposal is received by the City prior to the stated deadline. Proposals received after the deadline, regardless of the reason, may be deemed non-responsive and may not be considered.

Proposers are encouraged to submit their proposals sufficiently in advance of the deadline to avoid transmission delays or technical issues. The City is not responsible for delayed, incomplete, corrupted, or undeliverable email transmissions.

Following the proposal deadline, the City will review submissions for completeness and responsiveness in accordance with the requirements of this RFP. The City reserves the right to request clarifications or additional information from proposers as part of the evaluation process.

11. Questions Regarding the RFP

All questions regarding this Request for Proposals shall be submitted in writing by email no later than **5:00 p.m. (Pacific Time) on Friday, August 28, 2026.**

Questions shall be directed to:

Francesca Nevarez

City Clerk/Human Resources Manager

Email: fquintana@exetercityhall.com

12. RFP Availability and Addenda

This Request for Proposals (RFP), together with all associated documents, exhibits, appendices, and any future addenda, will be available exclusively through the following locations:

- [City of Exeter – Bid Opportunities and Requests for Proposals](#)
- [BidNet Direct – City of Exeter Procurement Portal](#)

It is the responsibility of each prospective proposer to regularly monitor these websites for the issuance of addenda, updates, responses to questions, or other information related to this RFP. The City will not be responsible for notifying individual firms of changes or revisions issued through an addendum.

Only written addenda issued by the City of Exeter shall modify the requirements of this RFP. Oral statements, interpretations, or representations made by City staff or others shall not be binding.

13. Contract Terms and Conditions

The following terms and conditions apply to this Request for Proposals (RFP) and any resulting agreement:

- The selected proposer will be required to enter into the City of Exeter's standard Professional Services Agreement prior to the commencement of any work. A copy of the agreement is attached as **Appendix A**. Proposers shall identify any requested exceptions or proposed modifications to the agreement within their proposal.
- The term of the agreement, including any renewal or extension options, will be negotiated with the selected proposer and approved by the City Council as part of the contract award.
- The selected proposer shall maintain all insurance coverage required by the Professional Services Agreement throughout the duration of the contract.
- This RFP and any resulting agreement are subject to the California Public Records Act (Government Code section 7920.000 et seq.). Proposals submitted in response to this

RFP may become public records following the completion of the procurement process, except for information that is exempt from disclosure under applicable law.

- The City reserves the right to reject any or all proposals, waive any informalities or irregularities, request clarification of proposals, negotiate with one or more proposers, or cancel this RFP at any time if it is determined to be in the City's best interest.
- The City shall not be responsible for any costs incurred by proposers in the preparation, submission, presentation, or negotiation of proposals submitted in response to this RFP.
- Issuance of this RFP does not obligate the City to award a contract or expend any funds. Any contract resulting from this solicitation shall become effective only upon approval by the City Council and execution by all authorized parties.

14. Insurance

The selected firm will be required to provide evidence of the following insurance coverage prior to contract execution:

- Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate (per project or location), and \$1,000,000 products and completed operations aggregate
- Professional Liability (Errors & Omissions): \$2,000,000 per claim and in the aggregate
- Business Automobile Liability: \$1,000,000 each accident
- Workers' Compensation as required by California law and Employer's Liability: \$1,000,000 each accident or disease
- Cyber Liability: \$2,000,000 per claim

The City of Exeter shall be named as an additional insured on all applicable policies

The comprehensive insurance requirements are included in the Contract Services Agreement, attached hereto and made a part hereof.

15. General Conditions

The City reserves the right to reject any or all proposals, waive informalities, request additional information, negotiate with the highest-ranked proposer, or cancel the solicitation at any time.

16: Appendices

The following appendices are attached to and incorporated into this Request for Proposals (RFP):

1. Appendix A: City of Exeter Standard Professional Services Agreement
2. Appendix B: Cost Proposal Form
3. Appendix C: Municipal Client References Form

CONTRACT

SERVICES AGREEMENT FOR WEBSITE REDESIGN, CONTENT MANAGEMENT SYSTEM (CMS), HOSTING, AND ACCESSIBILITY COMPLIANCE SERVICES

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

W I T N E S S E T H

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

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

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

NOW, THEREFORE, CITY and PROVIDER agree as follows:

I. SERVICES TO BE PERFORMED BY THE PROVIDER

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

SERVICES.

II. TIME OF PERFORMANCE

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

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

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

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the PROVIDER agrees to accept, as payment in full, a monthly sum not to exceed
- B. (\$_____). This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and SERVICES identified in Exhibit "A".
- C. Payment of Compensation: The PROVIDER shall be compensated monthly no later than thirty (30) days following submission of a written, verified billing invoice to the CITY.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The City Administrator shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Exeter is specifically required.
- B. PROVIDER: [COMPANY NAME] shall represent and act as principle for PROVIDER in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

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

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

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

VI. INTEREST OF OFFICIALS AND THE PROVIDER

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

VII. NO PERSONNEL, AGENCY OR COMMISSION

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

VIII. SUBCONTRACTING

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

IX. INDEPENDENT CONTRACTOR

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

X. SPECIFICATIONS

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

XI. DOCUMENTS/DATA

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

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

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

XII. INDEMNIFICATION AND INSURANCE

- A. To the fullest extent permitted by law, PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the PROVIDER's negligence, recklessness or willful misconduct in its performance of its obligations under this agreement or out of the operations conducted by PROVIDER. In the event the City indemnitees are made party to any action, lawsuit, or other adversarial proceeding arising from PROVIDER's performance of this agreement, the PROVIDER shall provide a defense to the City indemnitees, or at the CITY's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROVIDER agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with PROVIDER's (or PROVIDER's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the sole negligence or willful misconduct of CITY.
- C. Without limiting CITY's right to indemnification, it is agreed that PROVIDER shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage placed with insurances approved to do business in California with an AM Best Rating of A-;VII or higher as follows:
1. **Workers Compensation and Employer's Liability**: PROVIDER shall maintain Workers' Compensation Insurance as required by California statutes and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident or disease. PROVIDER

shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

2. Commercial General Liability: PROVIDER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate, and One Million Dollars (\$1,000,000) products and completed operations aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The general aggregate limit shall apply separately to this SERVICES/location or the general aggregate limit shall be doubled. PROVIDER'S general liability policies shall allow and be endorsed primary and shall not seek contribution from the CITY'S coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. For construction services, an endorsement providing completed operations coverage for the additional insured using ISO form CG 20 37 (or equivalent) is also required. PROVIDER shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

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

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

3. Business Automobile Liability: PROVIDER shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than One Million Dollars (\$1,000,000) each accident. The policy shall provide and be endorsed that the City, its officers, officials, employees, agents, and volunteers are included or named as additional insureds. PROVIDER shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

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

5. Cyber Liability: Two Million Dollars (\$2,000,000) per claim.

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

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

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

- F. The City of Exeter shall be named as an additional insured on all applicable policies. Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the PROVIDER.
- G. Prior to commencing any work under this Agreement, PROVIDER shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. PROVIDER shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be PROVIDER's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- H. Subcontractors: PROVIDER must enter into a written and executed contract agreement with each of its subcontractors that provide materials, services, or perform work for the PROVIDER under this Agreement. The contract agreement must contain a defense, indemnification and hold harmless provision in favor of the City and its officers, officials, employees, agents, and volunteers. The contract agreement shall also cause the subcontractor to comply with the insurance requirements required of the PROVIDER, including providing an additional insured endorsement for ongoing and, for construction work or services, for completed operations for equal risk level activities and operations as solely determined by the City. The City reserves the right to modify the insurance coverages and limits based on the nature of the risk or other special circumstances PROVIDER shall obtain certificates of insurance and policy endorsements from each of its subcontractors and provide a copy to City upon request.
- I. In addition to any other remedies CITY may have if PROVIDER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 2. Order PROVIDER to stop work under this Agreement and/or withhold any payment(s) which become due to PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof; or
 3. Terminate this Agreement.

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

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

XIII. NON-DISCRIMINATION

PROVIDER and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, or any other classification protected by federal or state law, in the performance

of this Agreement. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Asbestos and Hazardous Materials: In providing its services hereunder, PROVIDER shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the SERVICES. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the service location, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify PROVIDER, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to PROVIDER arising therefrom.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Prohibition of Assignment: Neither the CITY nor PROVIDER shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- D. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the PROVIDER, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

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

PROVIDER
Attention: [NAME]
Phone: [NUMBER]
Email: [EMAIL]

- F. Jurisdiction/Venue/Waiver Of Removal: This Agreement is entered into and is to be performed in Tulare County, California. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The PROVIDER hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the PROVIDER as to those matters contained herein. In case of conflict between any of the terms and conditions of this Agreement and any PROVIDER proposal or attachment, the terms and conditions of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the PROVIDER.
- H. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- M. Firearms Prohibited: Guns may not be carried by contractors /vendors/PROVIDERs while working on City of Exeter premises without the expressed written approval of a City of Exeter Department Head, or an exemption in the contract. If a contractor/vendor/PROVIDER is caught carrying a gun, without City permission, their contract will be terminated.

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

CITY OF EXETER

PROVIDER

Jason Ridenour,, City Administrator

[NAME]

Approved as to Form

Julia Lew, City Attorney

Francesca Nevarez, SERVICES Manager

Attachments:

Exhibit "A": Scope of Work and
Schedule of Fees for Services

EXHIBIT 'A'
SCOPE OF WORK AND SCHEDULE OF FEES FOR SERVICES

DRAFT

APPENDIX 'B'

COST PROPOSAL FORM

Complete this Cost Proposal Form and include it with your proposal. All prices shall be stated in U.S. dollars and shall remain valid for a minimum of ninety (90) days following the proposal submission deadline.

Cost Item	Proposed Cost
One-Time Website Design & Implementation	\$ _____
Website Discovery / Planning	\$ _____
Content Migration	\$ _____
CMS Configuration	\$ _____
Staff Training	\$ _____
ADA Accessibility Implementation	\$ _____
Annual Website Hosting	\$ _____
Annual Software Licensing	\$ _____
Annual Maintenance & Technical Support	\$ _____
Annual Accessibility Monitoring	\$ _____
Optional Services (Itemize Separately)	\$ _____
TOTAL ONE-TIME COST	\$ _____
TOTAL ANNUAL RECURRING COST	\$ _____

Additional Information

Hourly rate for additional services: _____

Annual cost escalation (if applicable): _____

Certification

I certify that the pricing contained in this Cost Proposal is true and correct and that I am authorized to submit this proposal on behalf of the firm.

Firm Name _____
Authorized Representative _____
Title _____
Signature _____
Date _____

APPENDIX 'C'

MUNICIPAL CLIENT REFERENCES FORM

Provide information for at least three (3) California municipal government clients for whom your firm has provided comparable website redesign, CMS, hosting, or accessibility services within the past five (5) years.

Reference 1

Agency Name	
Population Served	
Contract Amount	
Project Completion Date	
Contact Name	
Contact Title	
Phone Number	
Email Address	

Reference 2

Agency Name	
Population Served	
Contract Amount	
Project Completion Date	
Contact Name	
Contact Title	
Phone Number	
Email Address	

Reference 3

Agency Name	
Population Served	
Contract Amount	
Project Completion Date	
Contact Name	
Contact Title	
Phone Number	
Email Address	

Certification

I certify that the information provided above is true and complete.

Firm Name	_____
Authorized Representative	_____
Title	_____
Signature	_____
Date	_____



Agenda Item Staff Report

Agenda Item Number:

I.5.

Meeting Date:

August 11, 2026

Wording for Agenda:

Approval of a Temporary Street Closure, Amplified Sound Permit, and Fee Waiver for the Center for Art, Culture and History, Exeter (CACHE) Fundraiser on September 26, 2026.

Submitting Department:

Public Works

Contact Name:

Zachary Boudreaux, Director of Public Works

Department Recommendation:

Staff recommends that the City Council:

1. Approve the temporary street closure for the CACHE fundraiser to be held on September 26, 2026;
2. Approve the requested fee waiver for the temporary street closure permit; and
3. Authorize the event subject to the Conditions of Approval contained in this staff report.

Summary & Background:

The Center for Art, Culture and History, Exeter (CACHE), located at 125 South B Street, is a nonprofit organization dedicated to preserving and promoting Exeter's history through exhibits, educational programming, and community events.

CACHE has requested City Council approval to conduct its annual fundraiser on Saturday, September 26, 2026, from 12:00 p.m. to 9:00 p.m. The event will feature a Melodrama performance, outdoor dining along B Street, live entertainment, and themed activities designed to raise funds in support of the museum's operations, educational programs, and historical preservation efforts.

To safely accommodate the event, CACHE is requesting approval of a temporary street closure and a waiver of the Temporary Street Closure Permit fee. The temporary closure of a portion of

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

B Street will create a pedestrian-friendly environment for attendees while allowing the event to operate safely and efficiently.

Staff has reviewed the application and determined that the requested street closure can be accommodated with appropriate traffic control measures and coordination between Public Works and the Exeter Police Department.

Accordingly, staff recommends approval of the temporary street closure and fee waiver, subject to the Conditions of Approval contained in this staff report.

Conditions of Approval:

Approval of the event is subject to the following conditions:

1. **Insurance:** The event organizer must provide a Certificate of Liability Insurance naming the City of Exeter as an additional insured with the required limits prior to the event.
2. **Street Closure:** City staff will post street closure notices at least 72 hours in advance. Public Works will place and remove all barricades.
3. **Public Safety:** Exeter Police Department may modify or adjust closures as needed for public safety.
4. **Amplified Sound:** Amplified sound is allowed only between 12:00 p.m. and 9:00 p.m., consistent with the approved sound permit.
5. **Alcohol Regulations:** The applicant is responsible for obtaining all necessary alcohol permits and complying with all pertinent regulations associated with alcohol sales.
6. **Permits and Fees:** Event hosts are responsible for obtaining all required permits for food handling and vendors if applicable.
7. **Fee Waivers:** Approved fee waivers apply only to street closure fees.

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 fees associated with the event are \$107.00 as outlined below:

- Street Closure Fee: \$107.00

Total: \$107.00

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

Prior City Council Actions:

Approval of similar fundraising events in years past.

Attachments:

- Street Closure Request
- Approved Amplified Sound Permit

- Fee Waiver Request
- Street Closure Map

Recommended motion to be made by the City Council:

I move to approve the temporary street closure and Temporary Street Closure Permit fee waiver for the Center for Art, Culture and History, Exeter (CACHE) fundraiser to be held on September 26, 2026, subject to the Conditions of Approval contained in the staff report.



City of Exeter Street Closure Application

350 W. Firebaugh – PO Box 237, Exeter, CA 93221

Ph. #559-592-3318 Fax # 559-592-3516

Date of Event: 9-26-2026

Name of group requesting street closure: Center for Art Culture & History- Exeter (CACHE)

Name of contact person: Patty Spott

Phone: [REDACTED]

Mailing address: [REDACTED] Exeter, CA 93221

Email : [REDACTED]

Alternate Contact Person: Laurie Hamilton

Phone [REDACTED]

Mailing Address: [REDACTED] Exeter, CA 93221

Phone: [REDACTED]

Type of event: Fundraiser/melodrama -Dinner

Time of closure: 12 pm until 9 pm

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

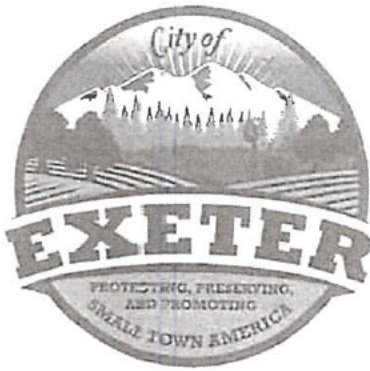
B Street between Pine and Rocky Hill

 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. requesting waiver

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

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

Applicant Signature: [REDACTED] Date 8-3-2026



City of Exeter

100 North C Street

Exeter, CA 93221

Ph. #559-592-3103 Fax # 559-592-3346

Title 5, Chapter 5.48 –

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

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

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

Name of Applicant Patty Spott

Phone No. [REDACTED]

Address [REDACTED] Exeter, CA 93221

Name of Organization CACHE

Phone No. [REDACTED]

Address [REDACTED] Exeter, CA 93221

Type of Event Fundraiser

Location of Event 125 South B Street, Exeter, CA 93221

Date of Event 9-26-2026

Start Time 5:00 pm

End Time 8:00 pm

Type of equipment to be used speaker- only background music and for melodrama

Additional Information _____

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

[Signature]
Applicant Signature

CHIEF ROB SCHIMPF
Chief of Police

8-3-26
Date

☐ Permit Denied

☐ Permit Approved

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

August 3, 2026

Re: CACHE Event Fee Waiver

On behalf of CACHE, I respectfully request a waiver of the street closure fee on the basis that CACHE- the Center for Art Culture and History- Exeter is the only organization preserving the history of the town as well as providing access to showcase local artists. It directly benefits the community through increasing tourism and thus increases revenue in the town.

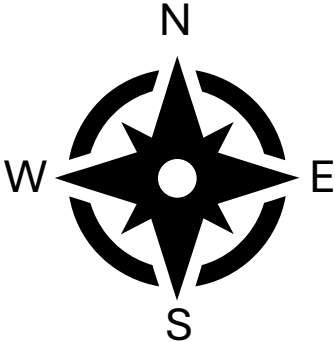
Patty Spott, CIC, CPIW, CWCA
NSE President
License #0A55976

160 South D Street – PO Box 704 | Exeter, CA 93221
1687 E. Prosperity Ave. Suite A | Tulare, CA 93274 Office 559-592-9411 | Fax 559-592-5059

City of Exeter

Legend

 Street Closure





Agenda Item Staff Report

Agenda Item Number:

I.6.

Meeting Date:

August 11, 2026

Wording for Agenda:

Approval of Facility Use Permit and Temporary Street Closure Permit for Hometown Emporium's 30th Anniversary Celebration on September 12, 2026.

Submitting Department:

Administration

Contact Name:

Jason Ridenour, City Administrator

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Department Recommendation:

Staff recommends that the City Council approve the Facility Use Permit and Temporary Street Closure for Hometown Emporium's 30th Anniversary Celebration to be held on September 12, 2026, subject to the Conditions of Approval contained in this staff report.

Background & Summary:

Hometown Emporium has submitted applications requesting approval for the use of a Facility Use Permit and a Temporary Street Closure Permit in conjunction with its 30th Anniversary Celebration. Although the application is submitted under the City's Street Closure Application, the requested closure is limited to the City Hall parking lot. The event is scheduled for Saturday, September 12, 2026, with event activities occurring from 4:00 p.m. to 6:00 p.m. The City Hall parking lot from approximately 12:00 p.m. to 7:00 p.m. to allow for event setup and cleanup.

The celebration will be held in the City Hall parking lot adjacent to Hometown Emporium and is intended to commemorate the business's 30 years of service to the Exeter community. The event is anticipated to include music, refreshments, outdoor gathering space, and activities for customers and community members. As part of the event, the applicant has requested authorization to use amplified sound and temporarily close the City Hall parking lot to accommodate attendees and ensure a safe event environment.

Staff has reviewed the submitted applications and determined that the requested facility use and temporary closure can be accommodated without significant disruption to surrounding

businesses or public access. The applicant has also obtained signatures from neighboring businesses acknowledging the proposed closure as required by the City's current Street Closure Policy.

Staff recommends approval of the requested Facility Use Permit and Temporary Street Closure subject to the Conditions of Approval outlined below.

Conditions of Approval:

Approval of the event shall be subject to the following conditions:

- **Insurance:** Prior to the event, the applicant shall provide a Certificate of Liability Insurance naming the City of Exeter as an additional insured in accordance with the City's Facility Use Policy and Temporary Street Closure Policy.
- **Facility Use:** The City Hall parking lot shall be used only for the purposes identified in the approved application. The facility shall be left in a clean condition, and all decorations, equipment, trash, and event materials shall be removed immediately following the event.
- **Temporary Street/Parking Lot Closure:** Public Works shall coordinate the temporary closure of the City Hall parking lot and install and remove all necessary barricades and traffic control devices.
- **Public Safety:** The Exeter Police Department reserves the right to modify traffic control measures or event operations as necessary to protect public safety or accommodate emergency access.
- **Amplified Sound:** Amplified sound shall be limited to the approved event hours and shall comply with all provisions of Exeter Municipal Code Chapter 5.48 and the approved Amplified Sound Permit.
- **Health and Vendor Requirements:** The applicant shall obtain any required Tulare County Environmental Health permits and comply with all applicable food handling, vendor, and public health regulations.
- **Cleanup:** The applicant shall restore the facility to its pre-event condition and dispose of all waste in designated receptacles before vacating the premises.

Fiscal Impact:

The event requires staff coordination by Public Works and the Exeter Police Department. Staff does not anticipate any significant fiscal impact beyond routine staff time associated with processing the permits and coordinating event logistics.

If approved, the applicant will be required to pay the Temporary Street Closure Permit fee in the amount of \$107.00 prior to the event.

Prior City Council Actions:

None associated with this action.

Attachments:

- Facility Use Application
- Street Closure Application
- Street Closure Signature Authorizations
- Amplified Sound Permit
- Street/Parking Lot Closure Map

Recommended motion to be made by the City Council:

I move to approve the Facility Use Permit and Temporary Street Closure Permit for Hometown Emporium's 30th Anniversary Celebration on September 12, 2026, subject to the Conditions of Approval contained in the staff report.



**CITY OF EXETER
FACILITY USE APPLICATION**

Application Date: 7/15/26 Facility/Park Requested: (City Hall) City Parking lot (F St)
Date(s) Needed: 9/12/26 Equipment Needed: 0
Set-up Time: noon Departure Time: 7pm
Event Start Time: 4 pm Event End Time: 6 pm
Name of Organization: Hometown Emporium
Type of Event: 30th Anniversary Party
Address: 145 E Pine St Exeter

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: Hometown Emporium

Signature: [REDACTED]

Date: 7/15/20

Phone Number 559 805 8343

Email: hometownemporium145@gmail.com

This Section for City Staff Use Only:

Rental Fee: _____

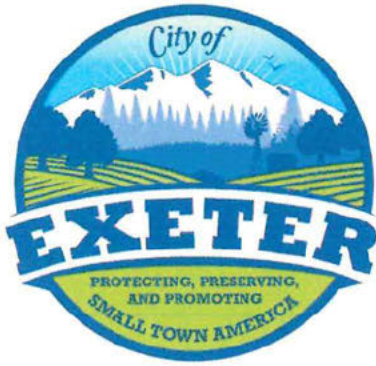
Date Paid: _____

Cash or Check: _____

Received by: _____

Certificate of Insurance Received: _____

Approved by: _____



City of Exeter Street Closure Application

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

Date of Event: 9/12/24

Name of group requesting street closure: Hometown Emporium

Name of contact person: Kristy McWill Phone: [REDACTED]

Mailing address: 145 E Pine St Exeter Email: hometownemporium145@gmail.com

Alternate Contact Person: Frankie Alves Phone: [REDACTED]

Mailing Address: _____ Phone: _____

Type of event: 30th Anniversary Party

Time of closure: noon until 7pm

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

City Hall Parking lot

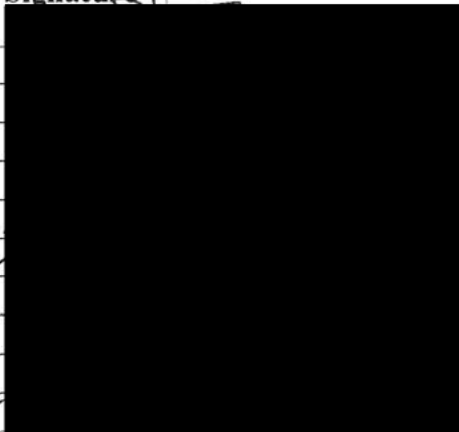
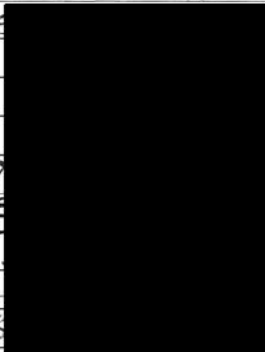
☒ I understand my \$103 application fee is nonrefundable however, if the event is rescheduled due to inclement weather or other unforeseen reasons, I will not be required to pay a second application fee.

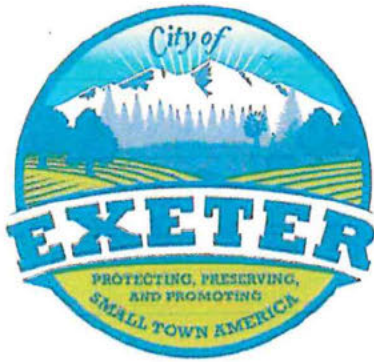
☒ I understand I am responsible for obtaining signatures from all locations that will be affected by the closure.

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

Applicant Signature: [REDACTED]

Date 7/15/24

The locations listed below will be affected by this closure.				
Address	Agree	Oppose	Business/Resident Name	Signature
139 E. PINE ST	✓		Nallanta	
	✓		On Point	
			Volitions	
			The Stag	
			El Nuevo	
256 Pine St	✗		Embellish	
115 E PINE ST	✗		Stag Saloon	
101 E pine st	✓			
121 E PINE	✓		ON POINT	



City of Exeter

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

Received
PN 9/15/20

Title 5, Chapter 5.48 –

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

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

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

Name of Applicant Hometown Emporium Phone No. [REDACTED]

Address 145 E Pine St Exeter

Name of Organization Hometown Emporium Phone No. [REDACTED]

Address 145 E Pine St Exeter

Type of Event 30th Anniversary Location of Event Parking lot (City Hall)

Date of Event 9/12/20 Start Time 4pm End Time 10pm

Type of equipment to be used _____

Additional Information _____

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

Applicant Signature [Signature]

Chief of Police _____

Date _____

☐ Permit Denied

☐ Permit Approved

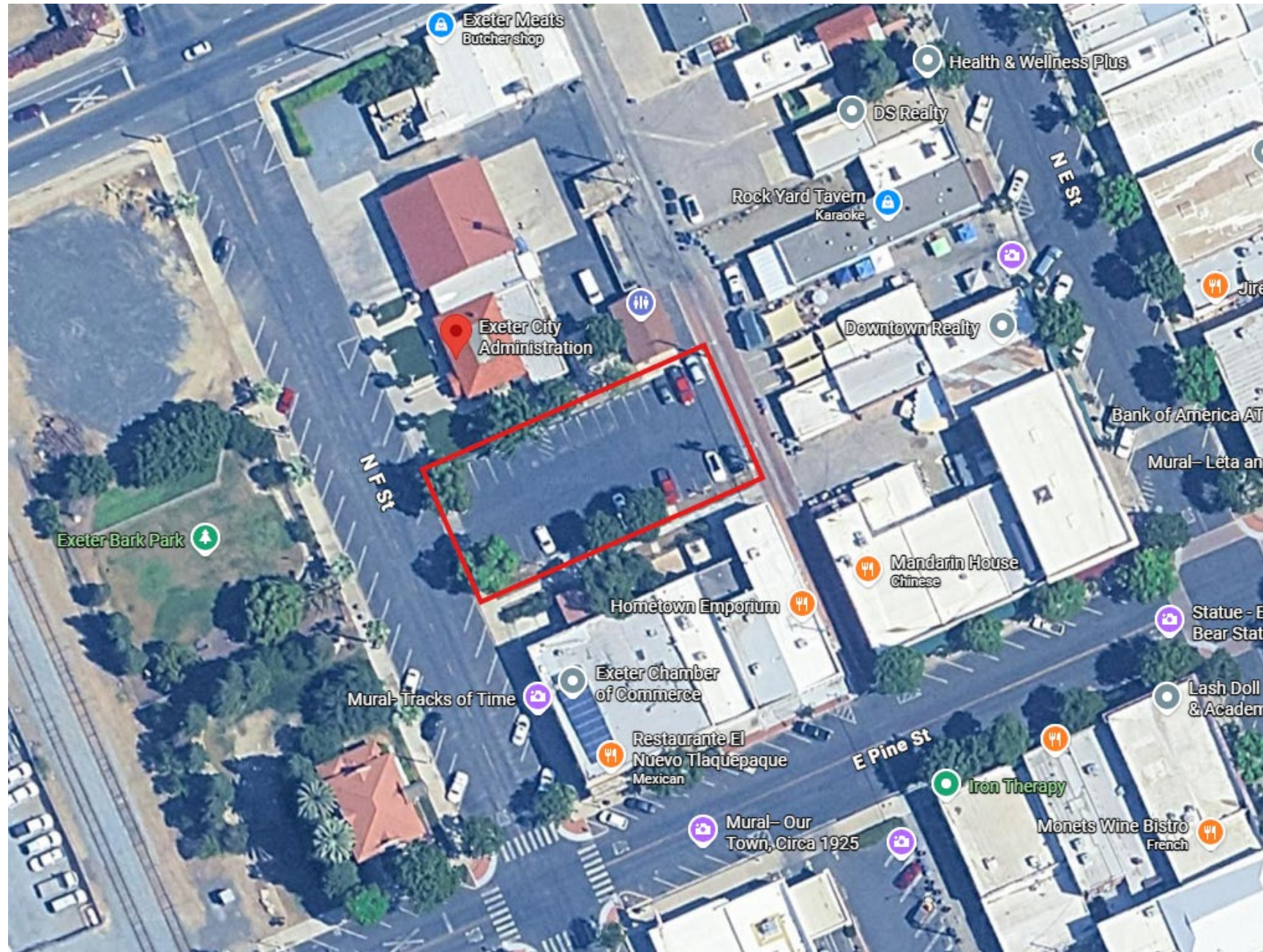
(THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED, HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.)



Event Map

Legend

— Street/Lot Closure





Agenda Item Staff Report

Agenda Item Number:

I.7.

Meeting Date:

August 11, 2026

Wording for Agenda:

Adoption of Resolution No. 2026-36, A Resolution of the City Council of the City of Exeter, Authorizing the Purchase of a 2027 Ford Explorer Police Interceptor Utility Vehicle utilizing pricing equivalent to State of California CMAS cooperative purchasing pricing, and Authorizing the City Administrator to Execute all Necessary Purchase Documents.

Submitting Department:

Police

Contact Name:

Rob Moore, Police Lieutenant

Department Recommendation:

It is recommended that the City Council:

1. Adopt Resolution No. 2026-36, authorizing the purchase of one (1) 2027 Ford Explorer Police Interceptor Utility Vehicle from Monarch Ford at pricing equivalent to the applicable State of California CMAS pricing.
2. Authorize the City Administrator, or designee, to execute all documents necessary to complete the purchase from Monarch Ford; and
3. Find that competitive bidding requirements are satisfied pursuant to California Public Contract Code Section 10298 and Exeter Municipal Code Section 3.36.140.

Background & Summary:

The Exeter Police Department maintains a vehicle replacement program intended to ensure patrol vehicles remain safe, reliable, and operationally effective for emergency response and law enforcement activities. One of the Department's patrol vehicles has reached the end of its useful service life due to age, mileage, maintenance demands, and operational wear associated with continuous emergency response use. This vehicle will also be utilized for investigative functions while maintaining full patrol functionality.

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

To maintain adequate fleet readiness and minimize maintenance downtime, staff is requesting authorization for the purchase of one (1) 2027 Ford Explorer from Monarch Ford.

Although Monarch Ford is not an awarded vendor under the State of California CMAS contract, the dealership has agreed to provide pricing equivalent to the applicable CMAS contract pricing for a vehicle determined by staff to be comparable to or exceeding the specifications, equipment, and operational capabilities of the referenced CMAS vehicle. The proposed purchase allows the City to obtain pricing consistent with competitively established state cooperative purchasing rates while utilizing a dealership capable of providing the vehicle in a timely manner.

Cooperative Purchasing Authority:

California Public Contract Code Section 10298 authorizes local governmental agencies to purchase goods and services from contracts established by the California Department of General Services.

Additionally, Exeter Municipal Code Section 3.36.140 authorizes the City to participate in cooperative purchasing agreements and utilize “piggyback” procurement methods when determined to be in the best interest of the City.

The CMAS procurement method provides several advantages, including:

- Competitive pricing previously solicited and evaluated by the State of California;
- Reduced procurement time and administrative costs;
- Compliance with applicable public contracting requirements; and
- Acquisition and deployment of replacement public safety equipment.
- Vendor and CMAS Contract Information

Monarch Ford has agreed to provide pricing equivalent to the applicable CMAS vehicle contract for a vehicle determined by staff to be comparable to or exceeding the specifications, equipment, functionality, and operational requirements of the referenced CMAS vehicle. Staff reviewed the proposed vehicle and determined it meets or exceeds the operational and equipment standards associated with the comparable CMAS contract vehicle while maintaining equivalent or better pricing.

Although Monarch Ford is not itself an awarded CMAS contract holder, the pricing offered to the City is equivalent to competitively solicited CMAS pricing available through the State cooperative purchasing program.

- Vendor: Monarch Ford
- Vehicle: 2027 Ford Explorer Police Interceptor Utility
- Procurement Method: California Multiple Award Schedules (CMAS)

Staff believes the proposed purchase represents a fair and reasonable market price for the vehicle and provides operational advantages including availability, reduced procurement time, and dealer support. This purchase is not being represented as a direct CMAS purchase. Rather, CMAS pricing is being used as a benchmark to establish price reasonableness and best value to the City.

Fiscal Impact:

The total cost for the purchase of the replacement patrol vehicle is estimated not to exceed \$52,105.66, including all applicable fees and equipment identified in the purchase quotation.

Funds are available within the Citizens Option for Public Safety (COPS) Program vehicle replacement budget for Fiscal Year 2026-2027.

Prior City Council Actions:

City Council has previously authorized the purchasing of police vehicles in a similar manner and using the same funding sources, most recently on June 9, 2026.

Attachments:

- Copy of the quote provided by Monarch Ford.
- Resolution No. 2026-36

Recommended motion to be made by the City Council:

I move to adopt Resolution No. 2026-36, authorizing the purchase of one (1) 2027 Ford Explorer Police Interceptor Utility Vehicle at a cost not to exceed \$52,105.66 utilizing pricing equivalent to the California Multiple Award Schedules (CMAS) cooperative purchasing pricing and authorize the City Administrator, or designee, to execute all documents necessary to complete the purchase.



**MONARCH
FORD**



Exeter
Salesperson: Cory
7/30/2026 10:40 AM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 8.75% Tax

CASH PURCHASE

Market Value 54,935.00

Discount Savings - 7,741.00

Vehicle (after Savings) 47,194.00

Taxes / Fees 4,911.66

Due On Delivery 52,105.66

cmas pricing match 47194

Interest Rates, Pricing, Rebates and Terms are estimates, subject to change and apply only on 7/30/2026.
FOR INTERNAL USE ONLY Monarch Ford -- (559) 592-3800

01.06.78.76



Preview Order E003 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 07/30/2026 10:41:03 Receipt: 7/30/2026

Dealership Name: Monarch Ford

Sales Code : F72516

Dealer Rep.	Cory Lopez	Type	Fleet	Vehicle Line	Explorer	Order Code	E003
Customer Name	Exeter	Priority Code	J5	Model Year	2027	Price Level	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$49050	FRONT HEADLAMP LIGHT SOLUTION	\$900
.119 INCH WHEELBASE	\$0	POL WIRE HARNESS CONNECTOR KIT	\$200
TOTAL BASE VEHICLE	\$49050	.POLICE WIRING KIT REAR	\$0
CARBONIZED GRAY METALLIC	\$0	.POLICE WIRING KIT FRONT	\$0
CLOTH BUCKETS/CLOTH REAR SEATS	\$90	PRICE CONCESSION INDICATOR	\$0
ONYX INTERIOR	\$0	REMARKS TRAILER	\$0
EQUIPMENT GROUP 500A	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.FM STEREO	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
3.0L ECOBOOST V6 ENGINE	\$2850	FUEL CHARGE	\$0
10-SPEED AUTO TRANSMISSION	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	PRICED DORA	\$0
CALIF EMISSIONS NOT REQUIRED	\$0	ADVERTISING ASSESSMENT	\$0
KEYED ALIKE -KEY CODE E	\$50	DESTINATION & DELIVERY	\$1795
			MSRP
TOTAL BASE AND OPTIONS			\$54935
DISCOUNTS			NA
TOTAL			\$54935

ORDERING FIN: QD730 **END USER FIN:** QD730

INCENTIVES

Acc. Code ID :10 Contract/Ref # :19-429V Bid Date :05/15/26State : CA

DISCOUNTS:

\$-3500.00

Customer Name:

Customer Email:

Customer Address:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

August 11, 2026 Regular Meeting of the Exeter City Council

RESOLUTION NO. 2026-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER, AUTHORIZING THE PURCHASE OF A 2027 FORD EXPLORER POLICE INTERCEPTOR UTILITY VEHICLE UTILIZING PRICING EQUIVALENT TO STATE OF CALIFORNIA CMAS COOPERATIVE PURCHASING PRICING, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY PURCHASE DOCUMENTS.

The City Council of the City of Exeter (hereafter referred to as the “City Council”) does resolve as follows:

WHEREAS, the Exeter Police Department (the “Department”) is responsible for providing patrol, traffic enforcement, and emergency response services within the City, and a reliable and properly equipped patrol fleet is essential to that public safety mission; and,

WHEREAS, the Department’s current patrol fleet includes vehicles that have met or exceeded the City’s established maintenance, age, and mileage replacement criteria, resulting in increased downtime, escalating repair costs, and reduced operational readiness; and,

WHEREAS, Chapter 3.36 of the Exeter Code of Ordinances (Municipal Code) and the City’s Purchasing Policy generally require competitive bidding for purchases of supplies and equipment exceeding \$25,000, but expressly authorize the City to dispense with competitive bidding when the City utilizes a competitively solicited cooperative purchasing agreement awarded by another public agency (a “piggyback” procurement); and,

WHEREAS, the California Department of General Services (“DGS”), Procurement Division, administers the California Multiple Award Schedules (“CMAS”) program pursuant to Public Contract Code sections 10290 et seq., under which suppliers are awarded multiple-award contracts at prices, terms, and conditions determined by DGS to be fair, reasonable, and competitive; and,

WHEREAS, Public Contract Code section 10298(b) and (c) expressly authorize cities, counties, and other local governmental bodies to acquire goods and services directly from suppliers awarded CMAS and other DGS leveraged procurement agreements without further competitive bidding; and,

WHEREAS, staff has obtained a written quotation dated July 30, 2026 from Monarch Ford, for the purchase of a new 2027 Ford Explorer, K8AO Police Inter Utility, police pursuit-rated vehicle, including delivery, applicable taxes, for a total not-to-exceed amount of \$52,105.66 (the “Quotation”); and,

WHEREAS, staff has verified that the unit pricing in the Quotation reflects the CMAS-awarded pricing schedule, and finds the pricing to be fair, reasonable, and consistent with current market conditions; and,

WHEREAS, procurement through the DGS CMAS program will allow the City to obtain the vehicles in a more expeditious manner than an independent formal bid process while still satisfying competitive-procurement principles, and is in the best interest of the City and its residents; and,

WHEREAS, selection of Monarch Ford, a locally based authorized dealership, will further support shortened delivery and warranty turnaround times, on-site service capability, and reinvestment of sales tax revenue within the City of Exeter;

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

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Resolution by this reference as though fully set forth herein.

Section 2. Findings. The City Council hereby finds and determines that (a) the procurement authorized by this Resolution is undertaken through the State of California DGS California Multiple Award Schedules (CMAS) program pursuant to Public Contract Code sections 10290 et seq. and 10298; (b) such procurement satisfies the competitive-procurement requirements of the Exeter Municipal Code and the City's Purchasing Policy; and (c) the prices set forth in the Quotation are fair, reasonable, and in the best interest of the City.

Section 3. CEQA. The City Council finds that the actions authorized by this Resolution are not a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(4), as they constitute the creation of a governmental funding mechanism and the acquisition of equipment that does not involve any commitment to a specific project resulting in a direct or reasonably foreseeable indirect physical change in the environment.

Section 4. Authorization to Purchase. The City Council hereby authorizes the purchase of one new 2027 Ford Explorer, K8AOP Police Inter Utility, police pursuit-rated vehicle, together with the upfitting and related services described in the Quotation, from Monarch Ford, in an aggregate not-to-exceed amount of \$52,105.66, inclusive of taxes and delivery.

Section 5. Authorization to Execute Documents. The City Administrator, is hereby authorized and directed to execute, on behalf of the City, a purchase order and any related agreements, change orders, certifications, or documents reasonably necessary to consummate the purchase authorized by Section 4, in a form approved by the City Attorney.

Section 6. Budget and Appropriation. The Finance Director is hereby authorized and directed to make all necessary budgetary entries and to issue payment to Monarch Ford from the Police Department vehicle replacement account in accordance with the terms of the Quotation, with any unused appropriated funds remaining available for related

ancillary equipment, training, warranty, or upfitting in support of the vehicles authorized hereunder.

Section 7. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Exeter, California, at a regular meeting held on this 11th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jacob Johnson, Mayor

ATTEST:

Francesca Nevarez, City Clerk



Agenda Item Staff Report

Agenda Item Number:

J.1.

Meeting Date:

August 11, 2026

Wording for Agenda:

Second Reading, by Title only, and Adoption of Ordinance No. 720, an Ordinance of the City Council of the City of Exeter Approving the Re-zone and Re-designation of Assessor Parcel Numbers 133-072-042, 135-190-063, 135-190-039, and 135-190-037, and 135-190-038 to RM1.5 and High Density Residential and the establishment of Chapter 17.59, "By-Right Approvals" in the Zoning Ordinance.

Submitting Department:

Planning

Contact Name:

Josh McDonnell, Contract City Planner

Department Recommendation:

Staff recommends that the City Council:

1. Conduct second reading of Ordinance No. 720; and,
2. Adopt Ordinance No. 720 approving the re-zone and re-designation of Assessor Parcel Numbers 133-072-042, 135-190-063, 135-190-039, and 135-190-037, and 135-190-038 to RM1.5 and High Density Residential and the establishment of Chapter 17.59, "By-Right Approvals" in the Zoning Ordinance.

Background & Summary:

At its prior meeting on July 28, 2026, the City Council conducted a public hearing and introduced Ordinance No. 720 for first reading by title only. The ordinance approves the re-zone and re-designation of Assessor Parcel Numbers 133-072-042, 135-190-063, 135-190-039, and 135-190-037, and 135-190-038 to RM1.5 and High Density Residential and the establishment of Chapter 17.59, "By-Right Approvals" in the Zoning Ordinance.

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☐ Regular Item

☒ Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

The proposed ordinance implements actions required to gain compliance with State housing laws and was introduced to the City Council as part of a series of actions related to the adoption of the 2023-2031 City of Exeter Housing Element, an element of the Exeter General Plan.

The proposed ordinance is included as an Attachment and reflects the City Council's decision to re-zone "Site 35" (APN 135-190-038) as opposed to "Site 34" (APN 133-080-053). No other changes have been made to the proposed ordinance since its introduction at the first reading.

Fiscal Impact:

None associated with this action.

Prior City Council Actions:

July 28, 2026 – Conducted public hearing and introduced Ordinance No. 720 for first reading by title only.

Attachments:

- Ordinance No. 720

Recommended motion to be made by the City Council:

I move to conduct second reading, by title only, and adopt Ordinance No. 720, an Ordinance of the City Council of the City of Exeter approving the re-zone and re-designation of Assessor Parcel Numbers 133-072-042, 135-190-063, 135-190-039, and 135-190-037, and 135-190-038 to RM1.5 and High Density Residential and the establishment of Chapter 17.59, "By-Right Approvals" in the Zoning Ordinance.

ORDINANCE NO. 720

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EXETER AMENDING THE GENERAL PLAN AND ZONING MAP TO RE-ZONE CERTAIN PARCELS TO RM (MULTIFAMILY RESIDENTIAL) AND ADD CHAPTER 17.59, BY-RIGHT APPROVALS

WHEREAS, The City of Exeter City Council, on July 28, 2026, adopted the 2023-2031 Housing Element; and

WHEREAS, the State Housing and Community Development Department has indicated that the 2023-2031 Housing Element will be in substantial conformance with State law if certain properties identified in the document are re-designated and re-zoned to Multi-Family Residential (RM); and

WHEREAS, the City has conducted a sites analysis to evaluate whether sites should be re-designated to Multi-Family Residential in order to satisfy the City's mandated Regional Housing Needs Allocation; and

WHEREAS, Consistent with direction from the State Housing and Community Development Department and in compliance with State Housing Law, the following sites have been identified for General Plan and Zoning re-designations:

Map ID #	Assessor Parcel #	Acreage	Current Land Use Designation	Proposed Land Use Designation	Current Zoning Designation	Proposed Zoning Designation
25	133-072-042	5.00	Medium Density /Open Space	High Density	R-1-6	RM-1.5
26	135-190-063	1.70	Medium Density	High Density	R-1-6	RM-1.5
27	135-190-039	1.46	Industrial	High Density	ML	RM-1.5
28	135-190-037	1.45	Industrial	High Density	ML	RM-1.5
35	135-190-038	9.79	Industrial	High Density	ML	RM-1.5

WHEREAS, on June 25, 2026, the Planning Commission recommended to the City Council the adoption of these amendments in Resolution 2026-05 after considering staff recommendations and public testimony concerning the proposed ordinance in a duly noticed public hearing.

WHEREAS, on July 28, 2026, the City Council held a duly noticed public hearing on the Project and considered the staff report, recommendations by Planning Commission, staff, and public testimony concerning the proposed ordinance.

WHEREAS, the City gave public notice of the public hearing for the proposed ordinance by publishing a display ad in a newspaper of general circulation of a City Council public hearing at which the ordinance would be considered; and

WHEREAS, the proposed Chapter 17.59 establishes a ministerial (“by-right”) approval process for qualifying housing projects in compliance with state law, thereby streamlining review and facilitating the development of needed housing; and

WHEREAS, whereas the City’s Housing Element consultant has prepared an Addendum to the General Plan Environmental Impact Report (State Clearinghouse Number 2002051062); and

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

Section 1. Revises the General Plan Land Use Designation and Zoning Designation of the following properties in the following manner:

Map ID #	Assessor Parcel #	Acreage	Current Land Use Designation	Proposed Land Use Designation	Current Zoning Designation	Proposed Zoning Designation
25	133-072-042	5.00	Medium Density /Open Space	High Density	R-1-6	RM-1.5
26	135-190-063	1.70	Medium Density	High Density	R-1-6	RM-1.5
27	135-190-039	1.46	Industrial	High Density	ML	RM-1.5
28	135-190-037	1.45	Industrial	High Density	ML	RM-1.5
35	135-190-038	9.79	Industrial	High Density	ML	RM-1.5

Section 2. Based on the entire record before the City Council, and all written and oral evidence presented, the City Council hereby finds that the proposed re-designations are consistent with the City’s adopted General Plan as the purpose of the proposed re-designations are intended to comply with direction from the State Housing and Community Development Department and applicable California Government Code. The proposed re-designations do not otherwise conflict with any of the General Plan’s goals or policies.

Section 3. The City Council hereby adopts these Zone Changes and the Ordinance update identified in Attachment A, which will ensure compliance with Government Code Section 65583.2 by establishing a ministerial by-right approval process for qualifying housing projects that comply with applicable objective standards.

Section 4. The Addendum to the General Plan EIR prepared for the 2023-2031 Exeter housing Element has been completed in compliance with CEQA and the CEQA Guidelines.

- a. The Addendum to the General Plan EIR was presented to the City Council, which independently reviewed and considered the Addendum, and the City Council has exercised its independent judgment in making its determinations as set forth herein.
- b. Based on the evidence submitted and as demonstrated by the analysis and finding included in the Addendum, none of the conditions described in section 15162 of the CEQA Guidelines calling for preparation of a subsequent environmental impact report have occurred and the re-designations identified in this resolution are consistent with the findings of the Addendum to the General Plan EIR.

PASSED AND ADOPTED by the City Council of the City of Exeter this 11th day of August, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jacob Johnson, Mayor

ATTEST:

Francesca Nevarez, City Clerk

Attachment A

Chapter 59 By-Right Approvals

Sections:

17.59.01 Purpose.

17.59.02 Definitions.

17.59.03 Eligibility for By-right Approval.

17.59.00 Permit Requirements.

17.59.05 Review of Application.

17.59.06 Required Findings.

17.59.07 Interpretation

17.59.01. Purpose.

This Article specifies the process for reviewing uses entitled to review as a “use by right” as defined in Government Code Section 65583.2. In enacting this Article, it is the intent of the City to implement State law as well as the goals, objectives, and policies of the City’s Housing Element of the General Plan.

17.59.02. Definitions

- A. “By-right” shall mean that the local government's review of the project may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a “project” under the California Environmental Quality Act as defined in Government Code Section 65583.2, subdivision (c), (h) and (i).
- B. “Permanent supportive housing” means housing as defined in Government Code Section 65650(a) serving the target population as defined in Government Code Section 65650(c) that meets all of the requirements of Government Code Sections 65650 et seq. or successor provision.
- C. “Low barrier navigation center” means a facility as defined in Government Code Section 65660(a) that meets all of the requirements of Government Code Sections 65660 et seq.

17.59.03. Eligibility for By-right Approval.

The following uses are eligible for by-right approval:

- A. Projects where twenty percent (20%) of the total number of housing units in the project are proposed to be available to lower-income households at affordable rent or affordable housing cost that satisfy the criteria outlined in subparagraphs (1) or (2) below:
 - 1. Are located on sites listed as lower-income sites in the adopted housing element site inventory pursuant to Government Code Section 65583.2 subdivision (c), that are shown to have been either:

- a. vacant and listed in two prior housing element site inventories, or
 - b. non-vacant and listed in a previous housing element site inventory.
- 2. Are located on sites identified in the housing element to address a shortfall of capacity to accommodate the lower-income regional housing need allocation and meet minimum densities of 20 units per acre.
- B. Permanent supportive housing as defined in Government Code Section 65660 that meets all of the requirements of Government Code Sections 65660 et seq.
- C. Low barrier navigation centers as defined in Government Code Section 65660 that meets all of the requirements of Government Code Sections 65660 et seq.
- D. One hundred percent (100%) affordable projects located on land that was owned by an independent institution of higher education or religious institution as described in Government Code Section 65913.16.
- E. Other projects eligible under state law for by-right approval.

17.59.04. Permit Requirements.

An applicant for a project eligible for by-right zoning approval shall submit a ministerial plan permit for approval of the design. No discretionary permit or approval is required.

17.59.05. Review of Application.

- A. For ministerial plan permit applications listed in this section, the City Manager, or designee, without notice or hearing, shall consider the application ministerially without discretionary review. When the application is in compliance with the relevant standards, the permit shall be issued. The decision may be appealed to Planning Commission only by the applicant or the owner of the subject property.
- B. The application for the ministerial plan permit shall be reviewed for conformance with objective standards established by the General Plan, applicable Specific Plans, Development Ordinance, design standards, and other adopted standards.
- C. As provided by Government Code Section 65583.2(i), an eligible project is exempt from the California Environmental Quality Act.
- D. Permanent supportive housing shall be reviewed consistent with the provisions of Government Code Sections 65650 et seq.
- E. Low barrier navigation centers shall be reviewed consistent with the provisions of Government Code Sections 65650 et seq.

17.59.06. Required Findings

- A. In granting a ministerial plan permit, the City Manager, or designee, shall issue a letter of approval and shall make the following findings:
 - 1. That the project is eligible for by-right approval under State law.
 - 2. That the project complies with all applicable objective zoning and other adopted standards, including but not limited to design review standards.

3. That the project is granted subject to such applicable conditions as required to meet the standards of the use and zone in which it is located and to comply with applicable design standards.

17.59.07. Interpretation.

If any portion of this Article conflicts with any applicable State law, State law shall supersede this Article. Any ambiguities in this Article shall be interpreted to be consistent with State law. Statutory references in this Article include successor provisions.



Agenda Item Staff Report

Agenda Item Number:

J.2.

Meeting Date:

August 11, 2026

Wording for Agenda:

Second Reading, by Title only, and Adoption of Ordinance No. 721, an Ordinance of the City Council of the City of Exeter, Adopting a Zoning Text Amendment to Revise Section 17.18-03 to Allow Emergency Shelters as a Permitted Use in the R-M Zoning District.

Submitting Department:

Planning

Contact Name:

Josh McDonnell, Contract City Planner

Department Recommendation:

Staff recommends that the City Council:

1. Conduct second reading of Ordinance No. 721 by title only; and,
2. Adopt Ordinance No. 721 adopting a Zoning Text Amendment to revise Section 17.18-03 to allow emergency shelters as a permitted use in the R-M Zoning District.

Background & Summary:

At its prior meeting on July 28, 2026, the City Council conducted a public hearing and introduced Ordinance No. 721 for first reading by title only. The ordinance adopts a Zoning Text Amendment to revise Section 17.18-03 to allow emergency shelters as a permitted use in the R-M Zoning District.

The proposed ordinance implements a State housing law that requires emergency shelters to be allowed as a permitted use in at least one zoning district within the City. The proposed ordinance was introduced to the City Council as part of a series of actions related to the adoption of the 2023-2031 City of Exeter Housing Element, an element of the Exeter General Plan at their July 28, 2026 meeting.

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

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☐ Regular Item

☒ Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Fiscal Impact:

None associated with this action.

Prior City Council Actions:

July 28, 2026 – Conducted public hearing and introduced Ordinance No. 721 for first reading by title only.

Attachments:

- Ordinance No. 721

Recommended motion to be made by the City Council:

I move to conduct second reading, by title only, and adopt Ordinance No. 721, an ordinance of the City Council of the City of Exeter adopting a Zoning Text Amendment to revise Section 17.18-03 to allow emergency shelters as a permitted use in the R-M Zoning District.

ORDINANCE NO. 721

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EXETER ADOPTING AN UPDATE TO ZONING REQUIREMENTS TO ENSURE CONSISTENCY WITH STATE HOUSING REQUIREMENTS TO ALLOW EMERGENCY SHELTERS IN THE RM (MULTIFAMILY RESIDENTIAL) ZONING DISTRICT

WHEREAS, Government Code Section 65583 requires all cities and counties in California to allow emergency shelters by-right in one or more zones that provide appropriate access to health care, transportation, retail, employment and social services and has capacity to meet the City's unmet shelter need; and

WHEREAS, the City proposes to allow emergency shelters to be located in the RM (Multifamily Residential) zone as a permitted use; and

WHEREAS, the City has conducted a sites analysis to evaluate whether sufficient vacant sites exist to accommodate emergency shelters in the RM zone and determined that sites totaling over 23 acres with an RM zoning designation are present; and

WHEREAS, sufficient sites designated as RM are located near major transportation corridors within one mile of a transit stop, are near existing retail, social services, health care, employment opportunities, and are not located near any environmental hazards; and

WHEREAS, the City gave public notice of the public hearing for the proposed ordinance by publishing a display ad in a newspaper of general circulation of a Planning Commission public hearing at which the ordinance would be considered; and

WHEREAS, on June 25, 2026, the Planning Commission recommended to the City Council the adoption of these amendments in Resolution 2026-06 after considering staff recommendations and public testimony concerning the proposed ordinance in a duly noticed public hearing.

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

Section 1. Establishes this Ordinance which will ensure the City's compliance with Government Code Section 65583 regarding zoning for emergency shelters by amending Zoning Code Section 17.18.03 pursuant to the following attachment to this Resolution (Attachment A)

Section 2. the City Council hereby adopts the attached Ordinance amendment.

Section 3. This Ordinance is not a project with the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines because it has no potential for resulting in physical change in the environments, directly or indirectly because the Ordinance will maintain current levels of development. The City Council further finds, under Title 14 of the California Code of Regulations, Section 185061(b)(3), that this ordinance is nonetheless exempt from the requirements of CEQA, in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

PASSED AND ADOPTED by the City Council of the City of Exeter this 28th day of July, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jacob Johnson, Mayor

ATTEST:

Francesca Nevarez, City Clerk

APPROVED AS TO FORM:

Julia Lew, City Attorney

Attachment A

Chapter 18 RM Zone (Multiple Family Residential)

17.18.03 Permitted Uses

- A. Single-family dwellings, duplexes and tri-plexes.
- B. Accessory structures.
- C. Multi-family apartments.
- D. Home occupations subject to the requirements detailed in Chapter 17.64 Special Uses.
- E. Small day care homes consistent with Chapter 17.64 Special Uses.
- F. Mobile homes subject to design standards contained in Chapter 17.16 Single Family Residential.
- G. Licensed group care homes (six or fewer persons) consistent with Chapter 17.64 Special Uses.
- H. Drainage basins.
- I. Water well sites.
- J. Utility facilities, including electrical substations, elevated pressure tanks, and communication equipment buildings.
- K. Model apartments and rental offices associated with the development of a multifamily development.
- L. Transitional and supportive housing (six or fewer persons).
- M. The keeping of household pets.
- N. Emergency Shelters as described in California Government Code Section 65583.



Agenda Item Staff Report

Agenda Item Number:

J.3.

Meeting Date:

August 11, 2026

Wording for Agenda:

Code Enforcement Program Update Consideration of Future Code Enforcement Priorities.

Submitting Department:

Public Works

Contact Name:

Zachary Boudreaux, Public Works Director

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Department Recommendation:

Staff recommends that the City Council receive the Code Enforcement Program Update and provide direction regarding future Code Enforcement priorities.

Background:

In recent years, the City's Code Enforcement Program relied primarily upon complaint-driven enforcement with limited ability to comprehensively track case activity or measure program performance.

Recognizing the growing need for proactive neighborhood preservation through enforcement of the City's Municipal Code, the City implemented Code Enforcement case management software in November 2025 and transitioned to a full-time Code Enforcement Officer in the Public Works Department on April 1, 2026. This has improved the City's ability to administer a Code Enforcement Program by providing consistent case tracking, standardized documentation, improved reporting capabilities, and enhanced accountability.

The software allows staff to monitor response times, track inspection history, document photographs, maintain enforcement records, analyze trends, and generate meaningful performance statistics.

This report represents the first opportunity to provide the City Council with a comprehensive overview of the Program's progress since these improvements were implemented.

Summary:

The City's Code Enforcement Program has undergone significant improvements over the past year through implementation of code enforcement software in November 2025 and transition to a full-time Code Enforcement Officer on April 1, 2026. These investments have improved the City's ability to document complaints, proactively identify violations, track case progress, measure performance, and improve response times.

During this initial phase of the expanded program, staff focused resources on neighborhood cleanup efforts, including alley maintenance, weed abatement, trash and debris removal, and other visible nuisance conditions affecting community appearance and public safety. Those efforts have resulted in measurable improvements throughout the City and have established a strong foundation for a more proactive and data-driven Code Enforcement Program.

This report provides the City Council with the first comprehensive overview of program development, workload, enforcement activity, response metrics, and accomplishments. It also seeks Council direction regarding future priorities.

Program Development

The goal of implementing the software and expansion of staffing is to improve the City's Code Enforcement operations through:

- Comprehensive electronic case tracking and documentation
- Standardized inspection and documentation procedures
- Improved response times to public complaints
- Consistent follow-up and case monitoring
- Standardized enforcement procedures
- Improved communication with property owners
- Greater emphasis on voluntary compliance before formal enforcement
- Enhanced reporting and performance measures

Case Activity:

Metric	Value
Total Cases Opened	62
Total Field Inspections	82
Citations Issued	10
Cases Resolved	49
Active Cases	13
Case Resolution Rate	79%
Voluntary Compliance Rate of Cases Resolved	83.9%
Typical Response Time	Same day to 24–48 hours

Cases are categorized by violation type, including abandoned vehicles, graffiti, overgrown weeds, signs, and other nuisance conditions. These statistics reflect both the Program's overall workload and its continued success in achieving voluntary compliance: only 10 citations were issued across 82 field inspections. This is reflective of the City's approach to work with residents to achieve compliance rather than to issue citations.

Enforcement Priorities:

Staff's initial enforcement priorities focused on alley clean-up, weed abatement, trash and debris removal, and rehabilitation of distressed properties. These efforts produced noticeable improvements throughout affected neighborhoods. This is an ongoing effort that staff will continue to focus on. As staff is gaining experience and becoming more efficient in enforcement efforts, the City will continue to respond to community-initiated complaints as well as have focused enforcement initiatives based on trending conditions observed that are in violation of the Municipal Code.

Staff has observed an increase in the parking and storing of recreational vehicles in residential districts throughout the city. Vehicle repair, parking, and storing is addressed in Chapter 10.60.010 in the Municipal Code (attached) and the prohibition on the use of streets for storage of vehicles is addressed in Chapter 10.24.030 in the Municipal Code (attached).

Chapter 10.60.010 in the Municipal Code outlines that parking is not permitted in the front yard landscaped areas. Additionally it is not permitted to store or park any vehicle in any yard, driveway, or street in any residential district for a continuous period of more than seventy-two hours in any thirty-day period, except in a properly permitted and entirely enclosed space or carport, or in a rear yard enclosed by not less than a five-foot solid fence or wall, or in a front yard improved driveway but no closer than three feet of any garage door opening and no closer than five feet of any side yard property line, so long as screening by shrubs and/or trees is provided along the side yard property line sufficient to mitigate the visual impact of the vehicle on adjacent property.

In regard to the use of streets for the storage of vehicles, Chapter 10.24.030 in the Municipal Code states that no motor coach in excess of both twenty feet in length and seven feet in height, motor home, or vacation trailer; nor any horse trailer, automobile trailer, trailer house or coach, or utility trailer, as defined by the Exeter Municipal Code Sections 17.04.595, 17.04.600 and 17.04.615; nor any boats, with or without a trailer, shall be parked or left standing upon any street in any residential district between the hours of 2:00 a.m. and 6:00 a.m. The code provides two exceptions to the prohibition of parking the vehicles described above on a street in a residential district between the hours of 2:00 a.m. and 6:00 a.m. that include: for the purpose of loading or unloading, for two consecutive periods from 2:00 a.m. to 6:00 a.m. before and after a trip. The term "trip" does not refer to daily use of the vehicle, but instead refers to an extended, overnight use of the vehicle which requires additional time to prepare the vehicle. The term "loading and unloading" includes packing food, clothing and supplies and preparing the vehicle's refrigeration system, and unpacking the vehicle after the

trip; or for the purpose of accommodating visitors who are traveling in the vehicle, or towing a boat, not to exceed three consecutive periods from 2:00 a.m. to 6:00 a.m.

In addition to storage of vehicles and recreational vehicles there are also a number of carports and temporary carports located in residential districts that on a preliminary are not consistent with the Zoning Ordinance. Carports are regulated by the Zoning Ordinance and is defined as a roofed structure providing space for the parking of vehicles and enclosed on not more than three sides. Carports are permitted in residential districts with standards in regard to location and size. Chapter 17.16.06E(3) of the Zoning Ordinance regarding Single Family Residential Zoning states that a garage or carport that faces a public street shall be set back a minimum of 20 feet from the back of sidewalk or property line, whichever distance is greater. This setback requirement is consistent with multifamily residential zones. In addition to the setback requirement on permanent carports, Chapter 17.64.02(N) states that portable carports shall not be permitted in the front or street-side and side yards.

Staff is seeking City Council direction on Code Enforcement priorities.

Fiscal Impact:

There is no immediate fiscal impact associated with receiving this report.

Prior City Council Actions:

- Approval of Code Enforcement Software on 9/23/25
- Code Enforcement reorganization approved on 2/10/26

Attachments:

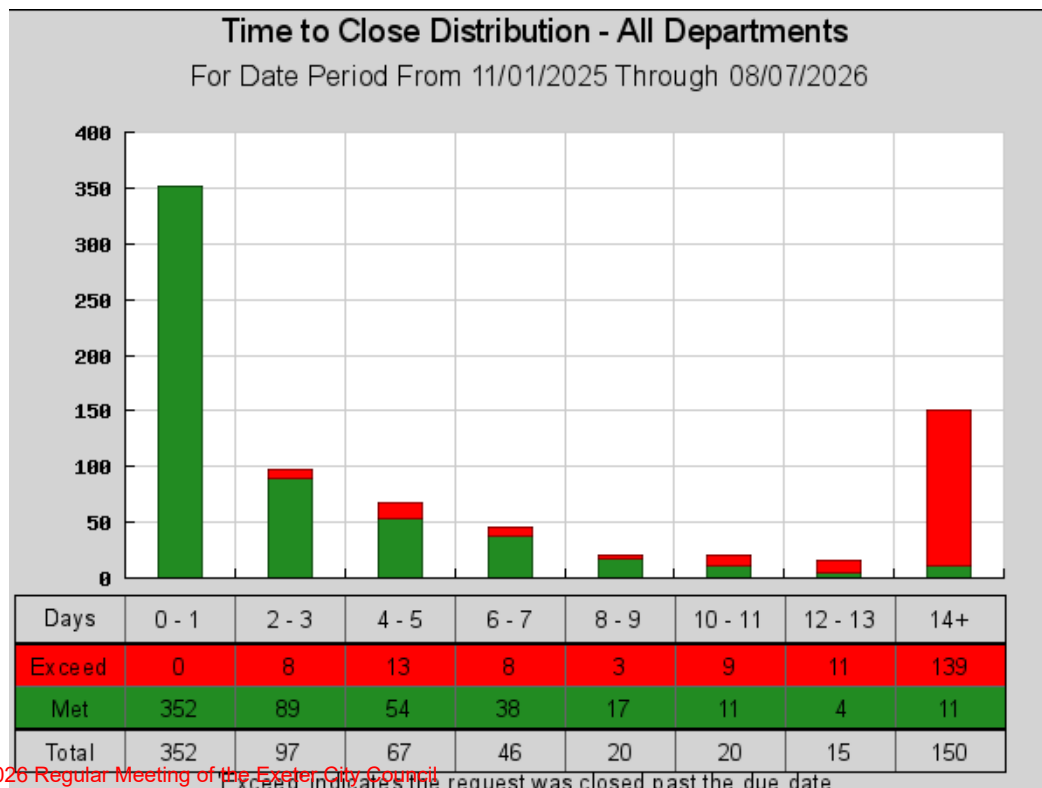
- Code Enforcement Case Statistics
- Municipal Code Section 10.24.030 Use of Streets for Storage of Vehicles Prohibited
- Municipal Code Chapter 10.60.010 Vehicle Repair, Parking and Storing

Recommended motion to be made by the City Council:

I move to receive the Code Enforcement Program Update and Annual Activity Report and provide direction regarding future Code Enforcement priorities.

One Year Analysis of Opened Internal & External Requests
Ending August 2026

	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar	26-Apr	26-May	26-Jun	26-Jul	26-Aug	Total
Code Enforcement											
Animals	0	0	0	1	0	0	2	3	0	2	8
Graffiti	2	2	0	0	0	0	0	2	1	0	8
Overgrown weeds	1	0	3	10	14	17	4	1	4	0	54
Police											
Abandoned vehicle	0	0	2	0	1	2	3	2	0	0	10
Parking	0	0	0	0	0	0	0	0	0	3	3
Public Works											
Building inspection	0	1	0	1	3	0	0	0	1	0	6
Business license	0	0	0	0	0	0	0	0	0	0	0
City trees	1	2	0	0	0	1	3	1	2	0	11
Garbage	0	4	10	2	3	2	1	2	0	0	24
Other	20	9	11	15	14	24	26	9	18	3	153
Parks	2	2	13	5	3	2	0	4	4	0	35
Permits	1	0	0	0	0	0	0	0	0	0	1
Sewer	8	3	9	5	2	2	0	1	1	0	39
Sidewalk repair	1	0	1	2	2	1	2	1	0	0	13
Signs	3	7	6	4	1	0	0	0	0	0	21
Street lighting	0	0	0	0	0	0	0	0	0	0	0
Street repair	11	7	3	5	8	3	2	3	0	1	44
Traffic signal	0	0	0	0	0	0	1	0	2	1	4
Water - LEAK	14	10	11	12	10	6	12	23	20	2	121



10.24.030 - Use of streets for storage of vehicles prohibited.

- A. Any person who owns or has possession, custody, or control of any vehicle shall not park such vehicle upon any public street or alley for more than a consecutive period of seventy-two hours.
- B. No motor coach in excess of both twenty feet in length and seven feet in height, motor home, or vacation trailer; nor any horse trailer, automobile trailer, trailer house or coach, or utility trailer, as defined by the Exeter Municipal Code Sections 17.04.595, 17.04.600 and 17.04.615; nor any boats, with or without a trailer, shall be parked or left standing upon any street in any residential district between the hours of two a.m. and six a.m.
- C. Vehicles described under subsection B. of this section may be parked or left standing upon any street in any residential district between the hours of two a.m. and six a.m. under the following circumstances only:
 - 1. For the purpose of loading or unloading, for two consecutive periods from two a.m. to six a.m. before and after a trip. The term "trip" does not refer to daily use of the vehicle, but instead refers to an extended, overnight use of the vehicle which requires additional time to prepare the vehicle. The term "loading and unloading" includes packing food, clothing and supplies and preparing the vehicle's refrigeration system, and unpacking the vehicle after the trip; or
 - 2. For the purpose of accommodating visitors who are traveling in the vehicle, or towing a boat, not to exceed three consecutive periods from two a.m. to six a.m.
- D. The term "residential district" shall mean any district designated RA, R or RM pursuant to Exeter Municipal Code Section 17.06.010.

(Ord. 409 §1, 1979; Ord. 566 §1, 1997; Ord. 587 §1, 1999; Ord. No. 696, §1, 4-27-2021)

10.60.010 - Vehicle repair, parking and storing.

- A. No person shall park, store, place, or allow to remain on front yards, side yards, back yards, parking strips, planting strips, sidewalks, curbs, or on any street, any vehicle incapable of movement under its own power, or any disabled motor vehicle whether capable of movement or not, motor vehicle parts, equipment, machinery, tools, or other similar materials of any kind, or greases, oils, paints, or their containers, for a period of more than seventy-two hours in any thirty-day period. Said vehicles shall include but not be limited to destruction derby cars or similar automobiles.
- B. No person shall construct, reconstruct, disassemble, repair, or service any motor vehicle, motorcycle, boat, household appurtenance, upon any residential yards between ten p.m. and seven a.m. if a nuisance is created. No person shall do any such work, or allow work to be done, in any front yard at any time, except for emergency work, which does not extend over a period of two hours. The burden of showing that the work was emergency work shall be upon the person charged with violations of this subsection.
- C. No person shall store or park any vehicle in any yard, driveway, or street of the city in any residential district for a continuous period of more than seventy-two hours in any thirty-day period, except: (1) in a properly permitted and entirely enclosed space or carport, or (2) in a rear yard enclosed by not less than a five-foot solid fence or wall, or (3) in a front yard improved driveway but no closer than three feet of any garage door opening and no closer than five feet of any side yard property line, so long as screening by shrubs and/or trees is provided along the side yard property line sufficient to mitigate the visual impact of the vehicle on adjacent property.
- D. In any residential district, there shall be no parking, storage, or other similar uses within required front yard landscaped areas.
- E. For purpose of this section, the terms "yard," "driveway," and "street" do not include a ten feet area adjacent to and behind the curb, in areas improved with curbs, and adjacent to and behind the edge of the pavement, in areas with no curbs. Parking and storage of vehicles within the said ten feet area shall be prohibited.

(Ord. 642 §1, 2006; Ord. No. 696, §1, 4-27-2021)



Agenda Item Staff Report

Agenda Item Number:

J.4.

Meeting Date:

August 11, 2026

Wording for Agenda:

Review and Approval of the Proposed Improvements for the Rose Garden Park Improvements Project and Authorization to Advertise the Project for Construction Bids.

Submitting Department:

Engineering

Contact Name:

Javier Andrade, Contract City Engineer

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

Department Recommendation:

Staff recommends that the City Council review the proposed improvements for the Rose Garden Park Improvements Project, approve the improvement plans and amenity selections, and authorize staff to advertise the project for construction bids.

Summary/Background:

Rose Garden Park is a 0.22-acre specialty park located at Palm Street and A Street, along State Route 65 (Kaweah Avenue), across from the Exeter Union High School auditorium. The park is home to the City's electronic community sign and its rose gardens, and serves as a gateway open space for travelers entering Exeter from the north. The City of Exeter Parks Master Plan (September 2025) identifies Rose Garden Park for renovation, citing broken concrete sidewalk in multiple locations, an aging and incomplete irrigation system, and electrical deficiencies. The Master Plan also recommends increased seating at the City's specialty parks and notes that these parks are well suited to partnerships with local service groups and clubs.

On June 23, 2026, the City Council accepted a donation of \$50,000 from McWane Plant & Industrial, approved the overall project concept, and approved the placement of recognition signage at the park. There will be two phases of recognition signage, a temporary sign that will be displayed only for the duration of construction and a plaque identifying McWane Plant & Industrial as the donor of the improvements will be permanently installed adjacent to the existing park sign.

The proposed Rose Garden Park Improvements Project implements the Parks Master Plan recommendations for the park and consists of the following: replacement of broken concrete sidewalks at and around the park; a complete renovation of the park's irrigation system, including a new controller, master valve, flow sensor, moisture sensor, new valves and wiring, heavy-duty locking valve boxes, and a backflow preventer; electrical repairs, including removal of abandoned conduit stub-ups and wiring and repair or replacement of the electrical switch gearbox; as well as staff is recommending the installation of two tables and seating consistent with the Master Plan's recommendation for increased seating at specialty parks. The City Engineer has prepared a preliminary design exhibit for the improvements as well as seating and table style options under consideration, which are included as an attachment. There are several options available that will provide seating for the community as well as that will hold up to the local climate. The purpose of this item is for the City Council to review the proposed improvements and confirm the project scope and amenity selections prior to advertising the project for construction bids.

The storm drain deficiency identified in the Parks Master Plan is not included in this project; staff intends to address that item through a future Active Transportation Program (ATP) grant application. The Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1 (Existing Facilities); a Notice of Exemption will be filed with the Tulare County Clerk following approval.

Fiscal Impact:

The total estimated cost of the Rose Garden Park Improvements Project is \$50,000, funded in its entirety by the donation received from McWane Plant & Industrial. No General Fund appropriation is required; City costs are limited to staff and engineering time associated with design, bidding, and construction oversight. The improvements are expected to reduce ongoing maintenance and water costs at the park through the new irrigation controls, and to address existing sidewalk and electrical deficiencies identified in the Parks Master Plan.

Prior Council Actions:

Council actions related to this item:

- City Council adoption of the City of Exeter Parks Master Plan on September 9, 2025, by Resolution No. 2025-37, which identifies the recommended renovations at Rose Garden Park.
- Acceptance of a \$50,000 Donation and Improvements at Rose Garden Park, approved by the City Council on June 23, 2026, including the overall project concept and placement of recognition signage.

Attachments:

- Rose Garden Park Improvements – Preliminary Design Exhibit
- Table and Seating Options

Recommendation motion to be made by the City Council:

I move to approve the proposed improvements for the Rose Garden Park Improvements Project as presented, provide direction on seating options, and authorize staff to advertise the project for construction bids.

KEYNOTE LEGEND

- 1. CONSTRUCT 3.5" THICK CONCRETE SIDEWALK
- 2. REMOVE EXISTING CONDUIT STUB-UPS & WIRING
- 3. REPAIR SWITCH GEARBOX (CURRENTLY LIFTING AND LEANING), REPLACE IF NECESSARY
- 4. REPLACE EXISTING ORBIT CONTROLLER WITH A NEW HUNTER CONTROLLER
- 5. INSTALL NEW MASTER VALVE
- 6. INSTALL FLOW SENSOR
- 7. INSTALL MOISTURE SENSOR
- 8. INSTALL IRRIGATION VALVE AND REPLACE EXSTING VALVE & WIRING
- 9. REPLACE VALVE BOX WITH LOCKING LID
- 10. INSTALL BACKFLOW PREVENTER

IRRIGATION

MANUFACTURER/MODEL/DESCRIPTION	QTY
HUNTER CONTROLLER	1
MASTER VALVE	1
FLOW SENSOR	1
MOISTURE SENSOR	1
IRRIGATION VALVE	3
VALVE BOXES WITH NEW LOCKING LID	MULTIPLE
BACKFLOW PREVENTER	1

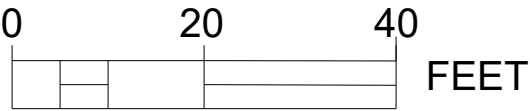
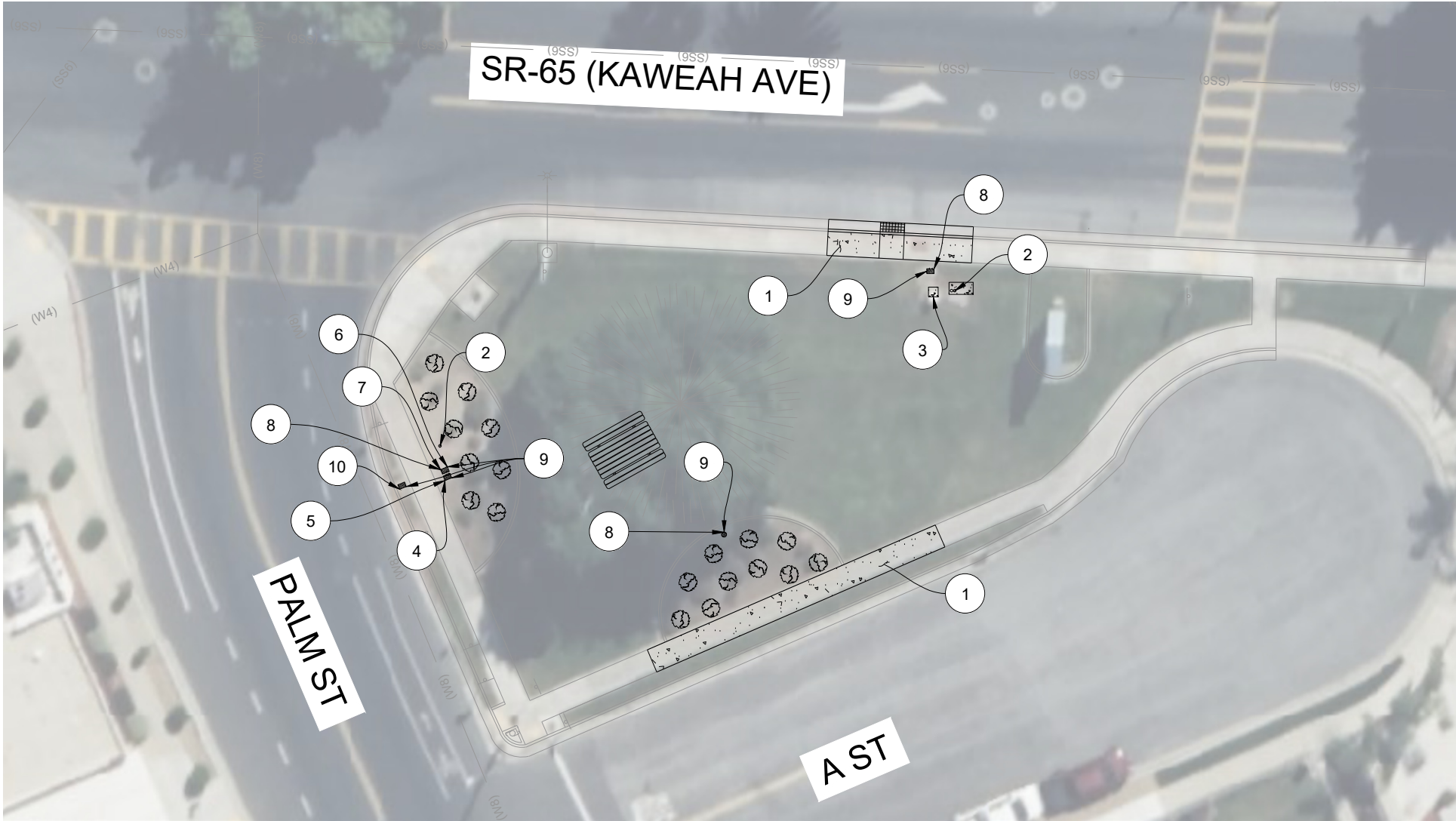


EXHIBIT FOR:
CITY OF EXETER
ROSE GARDEN PARK IMPROVEMENTS



Rose Garden Park Table Options

Option #1

Iron Valley Lunch Table



Option #2

Iron Valley Round Table



Option #3

Iron Valley Round Table 2



Option #4

Recycled Plastic Picnic table



Rose Garden Park Seating Options

Option #1

Georgetown Bench



Option #2

Backless Bench with Arms



Option #3

Mesa Rock Bench



Option #4

Granite Boulder Seats





Agenda Item Staff Report

Agenda Item Number:

J.5.

Meeting Date:

August 11, 2026

Wording for Agenda:

Adoption of Resolution No. 2026-35, A Resolution of the City Council of the City of Exeter, Amending the City of Exeter Temporary Street Closure Policy to Provide an Automatic Application Fee Waiver for Qualifying Nonprofit Organizations and Update Insurance and Risk-Management Requirements.

Submitting Department:

Administration

Contact Name:

Jason Ridenour, City Administrator

Department Recommendation:

Staff recommends that the City Council:

1. Adopt Resolution No. 2026-35 amending the City of Exeter Temporary Street Closure Policy;
2. Authorize an automatic waiver of the temporary street closure application fee for qualifying nonprofit organizations;
3. Confirm that the fee waiver does not waive or reduce any insurance, indemnification, traffic-control, public-safety, cleanup, permitting, or other requirements applicable to the event;
4. Direct staff to update the temporary street closure application and related administrative materials to reflect the amended policy.

Background & Summary:

On June 26, 2012, the City Council adopted the City of Exeter Temporary Street Closure Policy to establish a consistent process for reviewing and approving requests for temporary street closures associated with neighborhood gatherings, community events, markets, receptions, and similar activities. The policy establishes application procedures, review requirements,

For action by:

☒ City Council

Regular Session:

☒ Consent Calendar

☐ Regular Item

☐ Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

operational standards, insurance requirements, and an application fee for temporary street closure requests.

The current policy requires applicants to submit an application fee set via the fee schedule at the time of filing and provides general insurance requirements for certain events. Since its adoption, the City has continued to process a variety of community events sponsored by nonprofit organizations, civic groups, and local partners. Additionally, the City's risk management guidance has evolved to provide more comprehensive recommendations for evaluating insurance and liability requirements for special events.

As part of an overall review of the policy, staff is proposing amendments to better support community organizations while ensuring the City's risk management practices remain current. The proposed amendments accomplish two primary objectives.

Automatic Fee Waiver for Qualifying Nonprofit Organizations:

The existing policy requires all applicants to pay a temporary street closure application fee set via the fee schedule. The proposed amendment would automatically waive the application fee for qualifying nonprofit organizations. The purpose of the amendment is to encourage community events hosted by nonprofit organizations while eliminating the need for those organizations to seek individual fee waivers or exceptions to the City Council. To qualify for the waiver, applicants will be required to provide documentation demonstrating their nonprofit status as specified in the policy. The fee waiver applies only to the City's application fee and does not exempt an organization from complying with any other applicable requirements.

Updated Insurance and Risk Management Requirements:

The existing policy contains limited insurance language that generally requires event insurance for street closures that are open to the public or expected to generate a large number of attendees. Since the policy was adopted, the City's risk management provider has developed updated guidance for evaluating special events based upon the specific risks associated with each event rather than applying a single insurance standard to every request. The guidance recognizes that special events vary significantly depending on factors such as attendance, alcohol service, temporary structures, vendors, vehicles, entertainment, and other event-specific activities.

The proposed amendments update the policy to reflect current risk management practices by clarifying that insurance and related safety requirements will continue to be evaluated based on the nature of the proposed event. The amendments also clarify that a waiver of the application fee does not waive or reduce insurance requirements, indemnification obligations, traffic-control requirements, cleanup responsibilities, permitting requirements, or other public safety conditions that may be required as part of the City's review process. These revisions are intended to better protect the City while providing clearer expectations for event organizers.

Fiscal Impact:

The proposed amendment will result in the waiver of the temporary street closure application fee for qualifying nonprofit organizations. Staff anticipates the fiscal impact to be minimal due to the limited number of qualifying requests received annually. The amendment does not waive reimbursement for extraordinary City services or other event-related costs that may be required as a condition of approval.

Prior City Council Actions:

June 26, 2012 – The City Council adopted Resolution No. 2012-49, establishing the City of Exeter Temporary Street Closure Policy.

Attachments:

- Resolution No. 2012-49 with Policy (current)
- CSJVRMA Risk Matrix
- Resolution No. 2026-35 with Policy (proposed)

Recommended motion to be made by the City Council:

I move to adopt Resolution No. 2026-35, amending the City of Exeter Temporary Street Closure Policy to provide an automatic application fee waiver for qualifying nonprofit organizations and update insurance and risk-management requirements, and direct staff to update the temporary street closure application and related administrative materials to reflect the amended policy.

RESOLUTION NO. 2012-49

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER
ESTABLISHING A CITY OF EXETER
TEMPORARY STREET CLOSURE POLICY**

WHEREAS, public roadways throughout the City of Exeter are intended to provide safe and accessible paths of travel for automobiles, bicycles, and pedestrians; and

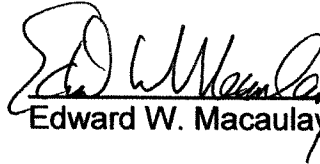
WHEREAS, it is generally the intent of the City of Exeter to maintain open and ready access to all public roadways; and

WHEREAS, there may exist from time to time a desire on the part of residents, property owners, or business owners to request temporary closure of a public roadway segment in order to facilitate such activities as block parties, receptions, markets, and other such events; and

WHEREAS, it is in the best interests of the City of Exeter and its residents to establish guidelines and criteria to be used in the evaluation and approval of street closure requests;

IT IS NOW THEREFORE RESOLVED THAT the City Council of the City of Exeter does hereby establish and adopt a Temporary Street Closure Policy as described in the accompanying pages.

PASSED, ADOPTED AND APPROVED this 26 day of June 2012.



Edward W. Macaulay, Mayor City of Exeter

ATTEST:



Randy Groom, City Clerk of the City of Exeter

CITY OF EXETER

TEMPORARY STREET CLOSURE POLICY

The following procedures shall be followed by the City of Exeter in reviewing and responding to all requests for temporary street closures.

A. PROCESS

1. The applicant(s) must submit a completed temporary street closure request form no later than three weeks prior to the requested closure (as early as possible.)
2. Prior to submitting an application, the applicant is responsible to contact all neighbors that are located within the closure area and/or would have restricted access to their driveways. Two-thirds (2/3) of the residents within the closure area must indicate their support of the proposed closure. The applicant must submit a list of affected addresses, with a name and signature of the property owner or tenant for each address, indicating support of the requested closure.
3. Street closures will generally be granted in residential areas only on non-collector/non-arterial roadways. Closures will not be approved if a street closure has already been approved for the same date/time within one adjacent block of the request.
4. The application will be reviewed by the Chief of Police and Director of Public Works and forwarded to the City Clerk's office for placement on a City Council agenda. At the time of the agendaized meeting, staff will provide their comments and recommendations to the City Council who will approve or deny the application. The City Council is under no obligation to approve an application and is not required to meet any particular standard of "cause" should they choose to deny an application.

Should an application be approved by the City Council, the following provisions shall apply.

B. PROVISIONS

1. Street closures in residential areas shall be for no more than six (6) hours in duration. Closures in commercial areas for markets and special events may be granted for longer periods based on setup, operation, and clean-up needs.
2. The applicant and/or 2nd contact person listed on the application must be available at all times during the hours of the event.
3. Alcoholic beverages are not permitted on the street unless specifically allowed by permit issued by the State Department of Alcoholic Beverage Control. All state laws and local ordinances pertaining to alcoholic beverages shall be observed –

failure to do so will result in immediate revocation of the street closure approval.

4. The applicant will abide by the City of Exeter Municipal Code in regard to noise and nuisance issues. Events with outdoor music shall cease music prior to 10:00 p.m.
5. The City of Exeter Public Works Department will be responsible for pickup and removal/return of city-owned traffic control devices (cones, barricades, etc.) Traffic control devices may only be placed at the designated location by the applicant at the start time approved for the closure. At the close of the event, all cones/barricades will be gathered by the applicant and placed at a safe location near the event site, without obstructing vehicular traffic, where the City can safely retrieve them. The City will not provide traffic control nor remove vehicles legally parked within the closure area.
6. In case of inclement weather or cancellation of the event, please contact the City of Exeter Public Works Department and Police Department at the earliest time possible.
7. Applicant must have in his/her possession during the duration of the street closure the approved street closure form. A copy of the approved request shall also be forwarded to City Public Works, Police, and Fire departments as well as local EMS.
8. Placement of obstructions, such as tents, bounce houses, tables, etc., shall only be allowed on one side of the centerline of the closed street – thereby providing emergency vehicle access along the opposite side of the roadway.
9. The City shall require event insurance indemnifying the City for street closure requests that are open to the general public, or when the closure request is anticipated to generate a large number of attendees. The City reserves the right to require event insurance for other closures depending upon the circumstances.
10. The applicant must submit a temporary street closure fee of \$50.00 at the time the application is submitted. If the event is cancelled, and the City notified, at least one day prior to the scheduled event date, the City will refund the fee through its usual accounts payable process.

CONTRACTUAL RISK TRANSFER MATRIX AND INSURANCE LANGUAGE

Presented by

Sedgwick

Revised October 2025

Table of Contents

Introduction	1
Exhibit 1: Risk Matrix Definitions	2
Exhibit 2: Risk Matrix.....	3
Exhibit 3: Insurance Language Templates for all Risk Categories	4
Exhibit 4: Ancillary Coverage Requirements	8
• Types of Ancillary Coverages	9
Exhibit 5: Risk Assessment for Contractual Risk Transfer	13
• Risk Analysis – What Coverage is Needed?	14
Exhibit 6: Recommended Coverages for Contracts with Vendors	17
Exhibit 7: Definitions of Insurance Coverages	18

Introduction

This Contractual Risk Transfer Matrix and Insurance Language is developed as a general guide to assist Members in evaluating risk, which provides guidance related to basic industry standard insurance coverages and limits associated with several common Scopes of Services/Work. It is only a guide, where each scope of service/work should be thoroughly evaluated by the Member in the drafting of agreement insurance requirements that adequately transfer risk to the party with the most knowledge and in control of the services or work.

The statements, contents and information provided herein have been prepared for general information purposes only. They are not intended to serve as legal advice or as a guarantee, warranty or prediction regarding the outcome of any particular matter, legal or otherwise. They may not be correct for a situation, and are subject to change at any time, may be incomplete, or may contain errors.

Feel free to reach out to Sedgwick to assist with any questions.

CONTRACTUAL RISK TRANSFER MATRIX AND INSURANCE LANGUAGE

Exhibit 1

Risk Matrix Definitions

(Determine Risk Category by evaluating all factors that could increase the agency's liability for that particular project and/or scope of work. Once Risk Category is determined, utilize Exhibit 2 to select insurance terms and limits.)

Risk Category	Risk Level	Examples
1	Low	• Small/single scope construction projects • Vending machine providers • Non-custom software suppliers & installers • Consultant Agreements • General contracts
2	Intermediate	• Some construction projects* • Some professional service providers • Technology consultants/custom software suppliers & installers • Facilities use/Rental agreements • Special events with high-risk activity, alcohol
3	High	• Major or higher risk construction projects* • Garbage, waste or toxic material haulers • Marine or Airport operations
Other	Undefined	• Special events** • The risk is unique • Custom insurance requirements needed

* Construction Projects: The basis of risk evaluation is based on the scope of work (not \$ amount). To identify potential hazards that could be present or occur on a construction project evaluate potential risks to the public, site risks, environmental risks, technical risks, financial risks, and any other project risks.

** Special Events may fall into a "Low," "Intermediate," or "High" risk category. For example, Art Festivals would generally be categorized at a "Low" risk level, whereas a Rodeo would be categorized as "High" risk. See supplemental document for Special Event risk categories.

CONTRACTUAL RISK TRANSFER MATRIX AND INSURANCE LANGUAGE

Exhibit 2 Risk Matrix

(“+” = Limits may need to increase for Risk Categories 2 & 3, depending
on the project and/or scope of work and/or risk factors)

Risk Category	Workers’ Compensation	General Liability	Auto Liability
1	Statutory Employer’s Liability \$1,000,000	\$1,000,000 per occurrence \$2,000,000 general aggregate (may accept \$1,000,000 for lower risk) \$2,000,000 Products and completed operations aggregate (may accept \$1,000,000 for lower risk)	\$1,000,000 Combined Single Limit (may require \$2,000,000 for higher auto risk)
2	Statutory Employer’s Liability \$1,000,000	\$2,000,000+ per occurrence \$2,000,000+ general aggregate (may require \$4,000,000 for higher risk) \$2,000,000+ products and completed operations aggregate	\$2,000,000+ Combined Single Limit
3	Statutory Employer’s Liability \$1,000,000	\$5,000,000+ per occurrence \$5,000,000+ general aggregate \$5,000,000+ products and completed operations aggregate (Above limits could go up to \$10,000,000 depending on risk level)	\$5,000,000+ Combined Single Limit
Other	Consult with Risk Management Professionals	Consult with Risk Management Professionals	Consult with Risk Management Professionals

Exhibit 3

Insurance Language Templates for all Risk Categories

The term “Vendor” is used as a placeholder in the following language examples. Depending on the agreement and/or scope of work, alternate terms of Contractor, Consultant, Provider, Professional, Service Provider, Hauler, or other title may be more applicable. Below are typically required insurance coverages and language:

Vendor shall procure and maintain for the duration of the contract agreement, at its own cost and expense, the following insurance policies and coverage with companies qualified and approved to do business in California and acceptable to City.

1. Commercial General Liability

- a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than **[INSERT LIMITS IN ACCORDANCE WITH EXHIBIT 2]** per occurrence, **[INSERT LIMITS IN ACCORDANCE WITH EXHIBIT 2]** general aggregate, and **[INSERT LIMITS IN ACCORDANCE WITH EXHIBIT 2]** products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
- b. The policy shall allow and be endorsed as primary and not seek contribution from the City’s coverage.
- c. The policy(s) shall provide and be endorsed to include, the City, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations.
- d. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided to the City.
- e. Coverage shall state that Vendor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- f. Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, agents, and volunteers.

Exhibit 3

Insurance Language Templates for all Risk Categories

2. Business Automobile Liability

- a. Vendor shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Automobile Coverage form CA 00 01 (or equivalent) with a limit of not less than **[INSERT LIMITS IN ACCORDANCE WITH EXHIBIT 2]** each accident. If the Vendor's business/company does not own any automobiles, coverage for hired and non-owned autos shall be provided.
- b. The policy shall provide and be endorsed that the City, its officers, officials, employees, agents, and volunteers are included or named as additional insureds.
- c. The policy shall provide and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers.

Note: If autos will not be used to provide the service or work to the City, it is recommended the Automobile Liability insurance requirements be replaced with the following:

"In the event Vendor uses automobiles in the operation of its business to provide work or services under this Agreement, the Vendor shall, prior to such use, provide the City with evidence of Business Automobile Liability insurance coverage in the amount of **[INSERT LIMITS IN ACCORDANCE WITH EXHIBIT 2]** each accident for owned, non-owned and hired vehicles (Any Auto-Symbol 1). Evidence shall be provided with a Certificate of Insurance, along with an additional insured endorsement in favor of the City, primary and non-contributory coverage and endorsement, and a waiver of subrogation endorsement prior to the use of any vehicle."

3. Umbrella or Excess Liability

- a. The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Excess policies shall be follow-form to the underlying policies. Umbrella or excess policies shall include City and its officers, officials, employees, agents, and volunteers as additional insured.

Exhibit 3

Insurance Language Templates for all Risk Categories

4. Workers' Compensation and Employers' Liability - Statutory

- a. Vendor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of City.
- b. The insurer, if insurance is provided, or Vendor, if a program of self-insurance is provided, shall allow, and be endorsed to waive all rights of subrogation against City and its officers, officials, employees, agents, and volunteers.
- c. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Vendor does not have any employees.

5. All Coverages

- a. Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Vendor.
- b. Each required insurance policy shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice, has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. If a carrier will not provide the required notice of cancellation, the Vendor shall provide written notice to the City of a cancellation no later than five (5) business days before cancellation.

Exhibit 3

Insurance Language Templates for all Risk Categories

- c. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- d. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificate(s) of insurance evidencing compliance with the insurance requirements above. All required endorsements shall be attached to the certificate(s), including additional insured, waiver of subrogation, primary coverage, and notice of cancellation endorsements. The Vendor shall provide complete or certified copies of all required insurance policies if requested by the City.
- e. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- f. Hired Parties - Vendors who will use subcontractors or other parties to provide materials, services, or perform construction or other work for the Vendor must enter into a written and executed contract agreement with each of its subcontractors, vendors, agents, subconsultants and/or any other parties, collectively, "hired parties". The contract agreement must contain a defense, indemnification and hold harmless provision in favor of the City and its officers, officials, employees, agents, and volunteers. The contract agreement shall also cause the hired parties to comply with the insurance requirements required of the Vendor, including providing an additional insured endorsement for ongoing and completed operations. Vendor shall obtain certificates of insurance and additional insured endorsements from each of its hired parties and provide a copy to City upon request.

CONTRACTUAL RISK TRANSFER MATRIX AND INSURANCE LANGUAGE

Exhibit 4

Ancillary Coverage Requirements

(In addition to the insurance coverages listed above, the following coverages may be needed depending on the project and/or scope of work. See below pages for additional information and language)

Contract Activity Involved	Professional Liability	Pollution Liability	Builders Risk*	Installation Floater**	Aircraft Liability	Cyber Liability or Tech E&O***	Sexual Abuse and Molestation (SAM)
Construction or Remodeling Projects: Construction or remodeling projects Drone (unmanned aircraft system)	✓ <i>(if design/build)</i>	✓	✓	✓ <i>(if no builders risk)</i>	✓ <i>(if aircraft and/or drone is used)</i>		
Hazardous or Waste Materials: Removal of asbestos or lead-based paint; or the use, application, transport, removal, cleanup, or disposal of hazardous material in quantities of 100 gallons or more; or the disposal, treatment, transport, or storage of waste.		✓					
Installation of Equipment				✓			
Service Provider for Minors or a vulnerable population: Sports programs, youth programs, camps, educational programs, elder and vulnerable population services	✓						✓
Professional Service Provider: Services from an accountant, architect, attorney, claims administration firm, consultant, insurance broker, engineer, financial advisor, medical professional, or other person who maintains a professional license.	✓						
Technology Vendor	✓					✓	
Use of Aircraft, Helicopter or Drone (unmanned aircraft system)					✓		

* Builders Risk insurance (course of construction) is a form of insurance to protect against risks such as fire or theft, is needed for new construction, or major renovation projects with multiple trades performing construction work. This coverage may be purchased and provided by a general contractor, construction manager, or the City.

** Installation Floater (course of construction) is a type of insurance for smaller scopes of work, often performed by a single trade contractor.

*** Technology manufacturers and service providers may carry specialized Technology Errors and Omissions coverage in lieu of Cyber Liability. For example, Tech E&O coverage is designed to cover vendors that provide technology services and products such as manufacturers and custom products. Cyber Liability covers *users* of general technology services and out of the box types of products, with a broader range of coverage.

Types of Ancillary Coverages

The following suggested insurance requirement suggestions of Ancillary Coverages are recommended. The Risk Manager should be consulted to determine customized limits and language for specific circumstances related to scope of service/work.

1. Aircraft Liability Insurance and/or Drone (unmanned aircraft system) Liability Insurance

- a. Aircraft liability insurance coverage shall provide limits of **[\$10,000,000 (aircraft)] or [\$1,000,000 - \$2,000,000 (drone(unmanned aircraft system))]** per accident.
- b. The policy shall provide and be endorsed to include the City, its officers, officials, employees, agents, and volunteers as additional insureds.

2. Builders Risk Insurance (new building construction)

- a. Builders Risk ("Course of Construction") Insurance. The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. Policy shall be provided for replacement value on an "all-risk" or special causes of loss basis, including earthquake and flood. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include coverage for debris removal, and insure the building(s), structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project. The limits shall be sufficient to ensure the full replacement value of any property or equipment stored either on or off the project site or in transit. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. The policy shall allow for and include a waiver of subrogation endorsement in favor of the Insureds.
 - b. Vendor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.
 - c. The Vendor shall be the named insured, and the City and subcontractors of any tier shall be named as insureds.
 - d. The policy shall allow and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers.
- *See Installation Floater requirements below for construction work not eligible for a builder's risk policy.*

Types of Ancillary Coverages

3. **Crime/Fidelity Bond**

- a. Insurance no less than [**\$ amount varies depending on contract amount and length of contract**] per occurrence, covering all Vendor's officers and employees, for loss of City proceeds caused by dishonesty and/or theft.

4. **Cyber Liability**

- a. Vendor shall provide Cyber Liability Insurance with limits not less than [**INSERT LIMIT IN ACCORDANCE WITH RISK LEVEL**] per claim.
 - b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information or personally identifiable information (PII), alteration of electronic information, extortion, and network security.
 - c. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.
- *See Technology Errors and Omissions requirements below for technology manufacturers.*

5. **Installation Floater (construction renovation or remodel)**

- a. For construction work not eligible for a builder's risk policy, Vendor, shall provide an installation floater, covering the work performed under the contract or agreement, on a form at least as broad as Insurance Services Offices, Inc. (ISO) Causes of Loss - Special Form. The policy shall cover the labor, materials, and equipment, including materials and equipment in transit or away from the project site, to be installed in the existing structure(s). The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The policy shall allow for or include a waiver of subrogation in favor of the Insureds.

Types of Ancillary Coverages

6. Pollution Liability or Contractor's Pollution Liability

- a. Pollution Coverage/Contractor's Pollution Liability shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than **[INSERT LIMIT IN ACCORDANCE WITH RISK LEVEL]** per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
- b. The policy shall provide and be endorsed to include the City, its officers, officials, employees, and agents as insureds.

7. Professional Liability

- a. Vendor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing professional services in the minimum amount of **[INSERT LIMIT IN ACCORDANCE WITH RISK LEVEL]** per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of the start of work, and Vendor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the work.

8. Sexual Abuse or Molestation Coverage

- a. Vendor shall maintain Sexual Abuse or Molestation ("SAM") insurance coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than **[\$3,000,000 minimum - \$5,000,000 (for transportation)]** per occurrence for bodily injury, sexual abuse and molestation coverage, personal injury, and property damage, including without limitation, blanket contractual liability.

Types of Ancillary Coverages

9. Technology Errors and Omissions (technology manufacturers coverage)

- a. Vendor shall maintain technology errors and omissions insurance that insures against professional errors and omissions that may result from providing technology services and products in the minimum amount of **[INSERT LIMIT IN ACCORDANCE WITH RISK LEVEL]** per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of the start of work, and Vendor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the work.

Exhibit 5

Risk Assessment Tool for Contractual Risk Transfer

1. Risk Analysis - What Coverage is Needed?
2. Recommended Coverages for Contracts with Vendors

Risk Analysis - What Coverage is Needed?

Establishing insurance requirements for contract agreements is part of risk control that can save a municipality money and employee hours. It is recommended that clear and precise insurance language is included in the RFP process, to ensure vendors understand the expectations prior to bidding. Some municipalities have bidders sign an acknowledgement to confirm that the bidder can and will comply with the insurance requirements.

Determining adequate insurance coverages and limits is a mechanism of risk management. This guide is intended to assist in establishing requirements that comply with industry, provides reasonable protections to the city, and not impose an undue burden on the vendors. No requirement is absolute, where developing a foundation for various categories should assist in managing the risk control process by transferring the risk to the entity with the most knowledge and in control of the services/work/activities.

Commercial General Liability, Business Automobile Liability and Workers' Compensation/Employer's Liability coverages are generally always required. However, based on the scope of work/services, additional (or ancillary) coverages may be required. Below is a risk analysis tool to assist in determining if any ancillary coverages are appropriate for the scope of work/services:

If the answer is yes to any of the questions below, then coverage may be necessary:

Professional Liability:

- Is the vendor a Doctor, Medical Practitioner, Counselor, Therapist, Educator, Attorney, Engineer/Designer or Architect?
- Does the scope of services include Zoning or City Planning?
- Is the IT service turnkey in nature?
- Is vendor providing accounting work of a turnkey nature?
- Is vendor Consulting (i.e. Giving advice), Training, Educating, and/or Translating?
- Is vendor providing Brokerage services?
- Is vendor providing Scientific/Technical, Research/Testing or Inspection services?
- Is vendor providing Surveying or Soil Engineering services?
- Is vendor a Construction Management service?

Risk Analysis - What Coverage is Needed?

Cyber Liability:

- Will vendor be providing or installing out of the box technology software or hardware?
- Is the vendor providing services or work that connects to the internet or is operated through the City's network?
- Will the program or application (app) have access, use, process, or store personally identifiable information (PII)?

Technology Errors and Omissions:

- Will vendor be installing technology such as customized or customizable software or hardware?
- Will vendor be providing proprietary software or hardware?
- Could the product or service be infiltrated or fail and harm the city?
- Can the technology product and services cause financial harm to others?

Pollution Liability:

- Is a building or structure being demolished?
- Will vendor be removing lead paint?
- Will vendor be disrupting asbestos?
- Will vendor be hauling or using chemicals or fuel?
- Is vendor remediating?
- Is vendor using fungicides, herbicides, or pesticides?
- Is vendor working underground, drilling, or working near tanks or pipelines?
- Is vendor using or hauling caustic or toxic materials?
- Is vendor using or working on sewer?
- Is vendor working on storm drains or laterals?
- Is vendor working in or near a body of water?

CONTRACTUAL RISK TRANSFER MATRIX AND INSURANCE LANGUAGE

Risk Analysis - What Coverage is Needed?

Builder's Risk or Course of Construction Coverage or Installation Floater:

- Is vendor building, re-building, or renovating property?

Property Insurance:

- Is tenant leasing city property or lands?
- Is tenant responsible for maintenance, improvements or betterments?
- Is tenant responsible for ADA compliance of building?

Crime Insurance:

- Will vendor or vendor employees have access to city money?
- Will vendor or vendor's employees be investing city funds?
- Does vendor generate revenue for the city?

CONTRACTUAL RISK TRANSFER MATRIX AND INSURANCE LANGUAGE

Exhibit 6

Recommended Coverages for Contracts with Vendors

Type of Agreement	GL Occur/ Agg	Auto Liab.	Workers' Comp & Empl. Liab.	Prof. Liab.	Poll. Liab.	SAM	Cyber Liab.	Crime	Bonds Perfm/ Pmt; Const.
<i>Limit \$ amounts are in millions</i>									
Aircraft Operations	2/4	10 (Aircraft)	WC: Statutory Emp. Liab. 1						
Airport Lease	2/4	2			1				
Construction*	2/4	1			Maybe				Maybe
Construction (Major)*	5/10	5			Maybe				Maybe
Consultant	1/2	1		1					
Design Professional (Architect/Engineers)	2/4	1		2					
Encroachment Permits	1/2								
Encroachment Permits (Major)	2/4	2							
Environmental Services	3/6	2		2	2				
Explosives/Tunneling	10	5			5				
Gasoline/Petroleum/Propane Provider	5/10	5			5				
Grant or Loan Agreements	1/2							1	
IT Services	2/4			1			2		
Janitorial Services	1/2	1		1	1			1	
Land Surveyor	2/4	2		1					
Lease Agreement**	2/4	1						Maybe	
Lease Agreement/Food Operations	3/6	1		2					
Professional Services Agreement	2/4	1		1 or 2					
Professional Services Agreement (Consultant)	1/2	1		2		3 - 5			
Professional Services for Minors or Vulnerable Populations	2/4	1				Maybe			
Recreation Services	1/2	1				Maybe			
Recreation Services (Aquatics)	5/10	1				Maybe			
Recreation Services (Sports)	3/6	1				Maybe			
Ride Share Programs	5/10	5							
Subdivision Improvement	3/6	2		Maybe					
Taxicab Agreements	1/2	1							
Towing Heavy***	1/2	2							
Towing Standard***	1/2	1							
Transportation Services	5/10	5							
Trucking, transportation, solid waste	5/10	5			2				
Watercraft Operations****	3/6	1			2				

* Builders Risk insurance is a form of property insurance to protect against risks such as fire or theft, is needed for new construction, or major renovation projects with multiple trades performing construction work. This coverage may be provided by a general contractor, construction manager, or the City.

For construction work not eligible for a Builder's Risk policy, an Installation Floater is a type of property insurance for smaller scopes of work, often performed by a single trade contractor.

** Property insurance for betterments and improvements of renter with city as loss payee.

*** Towing companies have some unique coverage details - see Alliant's current [Manual](#) for more details.

**** Watercraft Operations should include Protection and Indemnity (P&I) insurance coverage in their Commercial General Liability (CGL) insurance coverage, and Jones Act or Longshoreman's Harbor Workers' Act Coverage for Workers' Compensation.

***** Technology manufacturers and service providers may carry specialized Technology Errors and Omissions coverage in lieu of Cyber Liability.

Exhibit 7

Definitions of Insurance Coverages

The following “definitions” are a short list of simplistic examples of common policy coverages. They do not represent detailed or a comprehensive list of coverage inclusions and exclusions that may be included in each policy type. Rather, they are a simple guide of a policy’s main coverages only. Please do not fully rely on these definitions as complete policy coverages.

Commercial General Liability:

- Bodily injury: Covers claims when someone is injured on a business’ premises or at a site where the business is working.
- Property Damage: Covers claims when a business’ operations cause damage to another’s property.
- Personal Advertising Injury: Covers claims for libel, slander, false advertising, invasion of privacy, copyright infringement, false arrest, malicious prosecution, and wrongful eviction.

Business (Commercial) Automobile Liability:

- Bodily Injury: Covers medical expenses for other drivers injured in an accident.
- Property Damage: Covers damage to other people's property.
- Legal defense: Covers legal costs if the company is sued.

Workers’ Compensation & Employers Liability:

- Workers’ Compensation:
 - Medical care: Includes doctor visits, tests, medicines, equipment, and travel costs.
 - Temporary disability benefits: Payments if the employee is unable to work their regular job while recovering from an injury.
 - Permanent disability benefits: Payments if an employee does not fully recover from an injury and has a permanent loss of physical or mental function.
 - Supplemental job displacement benefits: A voucher to help pay for retraining or skill enhancement if an employee is eligible for permanent disability benefits but their employer does not offer them work.
 - Death benefits: Payments to an employee’s dependents if the employee dies from a job injury or illness.

Exhibit 7
Definitions of Insurance Coverages

- **Employer's Liability:**
 - **Legal fees:** Covers the cost of hiring a lawyer to handle the claim, as well as any settlements or court-awarded damages.
 - **Compensation:** Covers lost income and medical bills for the injured employee.
 - **Third-party lawsuits:** Covers lawsuits filed by non-employees who were affected by the employee's injury or illness.
 - **Loss of consortium lawsuits:** Covers lawsuits filed by spouses who claim a loss of marital benefits due to the employee's injury or illness.
 - **Dual-capacity lawsuits:** Covers lawsuits filed if the employer has a second relationship with the employee.

Excess Liability or Umbrella Liability:

- Typically sits above and follows form of the following "primary" or "underlying" policies:
 - Commercial General Liability
 - Business Auto Liability
 - Employers' Liability

Aircraft Liability Insurance and/or Drone (unmanned aircraft system) Liability Insurance:

- **Aircraft Liability:**
 - **Bodily Injury and Property Damage including,**
 - **Third-party liability:** Covers damage to people or property outside of the aircraft.
 - **Passenger liability:** Covers injuries or deaths to passengers on board the aircraft.
 - **Legal fees:** Pays for legal fees if the aircraft owner is sued.
- **Drone (unmanned aircraft system) Liability:**
 - **Bodily Injury:** Covers injuries to other people.
 - **Property Damage:** Covers damage to other people's property
 - **Privacy Issues:** Covers lawsuits if your drone (unmanned aircraft system) takes pictures or videos of someone without their permission.
 - **Legal Defense:** Covers legal defense if you are sued for an incident caused by your drone (unmanned aircraft system).
 - **Advertising liability:** Covers claims of libel, slander, copyright infringement, and stolen ideas.

Exhibit 7
Definitions of Insurance Coverages

Builder's Risk or Installation Floater (construction projects only):

- Theft: A standard coverage for builder's risk insurance
- Vandalism and arson: Damage caused by vandalism and arson
- Collapse: Damage caused by collapse
- Fire or lightning: Damage caused by fire or lightning
- Materials in transit: Covers materials being transported to the construction site
- Debris removal: Covers the cost of removing debris from the construction site
- Temporary structures: Covers temporary structures like construction signs, fencing, and scaffolding
- Storage containers: Covers storage containers
- Lost sales income: Covers lost sales income
- Real estate taxes: Covers real estate taxes
- Rental income: Covers rental income

Cyber Liability or Technology Errors and Omissions:

- Cyber Liability:
 - Data: Recovering or replacing lost or stolen data, and restoring damaged systems
 - Customers: Notifying customers of a breach, and providing refunds or credit monitoring
 - Business interruption: Lost income due to a cyber event
 - Crisis management: Forensics, public relations, and other crisis services
 - Legal: Litigation expenses, regulatory defense, and legal services
 - Extortion: Payments made to cyber extortionists
- Technology Errors and Omissions:
 - Legal costs: Covers the cost of defending legal actions, including attorney fees and court costs
 - Damages: Covers damages awarded by the court or settlements agreed upon with the insurer
 - Contractual obligations: Covers legal costs and financial losses from failing to meet contractual obligations
 - Warranty breaches: Covers claims from breaches of warranties or guarantees
 - Consequential losses: Covers financial losses suffered by clients due to the business's technology products or services
 - Intellectual property: Covers legal defense expenses and potential settlements for claims of intellectual property infringement
 - Negligence: Covers claims of negligence, errors, or omissions in the delivery of technology services

Exhibit 7
Definitions of Insurance Coverages

Pollution Liability*:

- Coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites for sudden, accidental, and gradual pollution and remediation
 - Bodily injury: Covers sickness, disease, and death sustained by any person
 - Property damage: Covers damage to tangible property and the resulting loss of use
 - Cleanup costs: Covers reasonable and necessary clean-up costs for an actual or potential incident
 - Loss of use: Covers loss of use of tangible property that has not been physically injured
 - Damage to natural resources: Covers damage to natural resources
 - Emergency response costs: Covers emergency response costs
 - Business interruption: Covers business interruption

* Non-transportation conditions (ex. site work) can be provided with Contractor's Environmental Liability or Contractor's Pollution Liability insurance coverages.

Professional Liability:

- Legal fees: Legal fees and defense costs
- Settlements: Claim settlements and judgments
- Fines and penalties
- Copyright infringement
- Personal injury: Libel and slander
- Undelivered services
- Missed deadlines
- Breach of contract

Sexual Abuse or Molestation Coverage ("SAM"):

- Covers claims of misconduct may include actual or threatened abuse, molestation or sexual harassment
 - Legal defense: Costs associated with defending against allegations, including settlements and judgments
 - Other court-related expenses: Legal fees and other costs related to the claim
 - Medical expenses: Some policies *may* cover medical expenses for the victim
 - Negligent actions: Failure to investigate, supervise, or report allegations, or negligent hiring or retention of an abuser

RESOLUTION NO. 2026-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER AMENDING
THE CITY OF EXETER TEMPORARY STREET CLOSURE POLICY TO PROVIDE
AN AUTOMATIC APPLICATION FEE WAIVER FOR QUALIFYING NONPROFIT
ORGANIZATIONS AND UPDATE INSURANCE AND RISK-MANAGEMENT
REQUIREMENTS**

WHEREAS; The City Council adopted the Temporary Street Closure Policy on June 26, 2012 to establish procedures governing temporary street closure requests; and

WHEREAS, The Council desires to encourage community events sponsored by qualifying nonprofit organizations by waiving the application fee; and

WHEREAS, The Council further desires to update the policy to reflect current insurance and risk-management practices while maintaining public safety; and

WHEREAS, The amendments clarify that a fee waiver does not waive insurance, indemnification, traffic control, cleanup, permitting, or other event requirements.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The City Council hereby adopts the Amended and Temporary Street Closure Policy attached as Exhibit A.

Section 2. The amended policy shall supersede the policy previously adopted on June 26, 2012.

Section 3. The City Clerk is directed to maintain the policy and staff is authorized to update associated administrative forms consistent with this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 11th day of August, 2026.

AYES:

NOES:

ABSTAIN:

ABSENT:

Jacob Johnson, Mayor

ATTEST:

Francesca Nevarez, City Clerk

Exhibit 'A'

City of Exeter Temporary Street Closure Policy (Amended)

Purpose:

The purpose of this policy is to establish uniform procedures and standards for the review and approval of requests to temporarily close public streets within the City of Exeter. Temporary street closures may be approved for neighborhood block parties, community celebrations, parades, races, nonprofit events, civic activities, and other special events when such closures can be accomplished without creating an unreasonable impact on public safety, emergency response, traffic circulation, or City operations.

This policy is intended to encourage community events while protecting the health, safety, and welfare of the public and minimizing disruption to residents, businesses, and the traveling public.

Applicability:

This policy applies to all requests for the temporary closure of any public street, alley, roadway, or public right-of-way maintained by the City of Exeter, unless otherwise authorized by the City Council or required by emergency circumstances.

Nothing contained in this policy shall prohibit the City from temporarily closing streets for construction projects, emergency operations, maintenance activities, public safety purposes, or other governmental functions.

Application Requirements:

Any person, organization, business, neighborhood association, nonprofit organization, or governmental agency requesting a temporary street closure shall submit a completed Temporary Street Closure Application on forms provided by the City.

Applications shall include, at a minimum:

- Name of the applicant and organization, if applicable;
- Mailing address;
- Telephone number and email address;
- Name and telephone number of the person responsible for the event during the closure;

- Date and hours requested;
- Exact location of the requested street closure;
- Description of the proposed event;
- Estimated attendance;
- Description of any activities occurring during the event;
- Any additional permits required for the event; and
- Any other information reasonably requested by the City to evaluate the application.

Submission of an application does not constitute approval of a street closure.

Application Deadline:

Applications shall be submitted to the City not less than three (3) weeks prior to the requested street closure date.

Applications submitted fewer than three weeks before the requested event may be denied if there is insufficient time to complete the City's review process.

The City reserves the right to require additional review time for larger or more complex events.

Neighborhood Notification:

For residential street closures, the applicant shall notify all affected residents and property owners located within the proposed closure area. The applicant shall obtain written support from at least two-thirds (2/3) of the affected residences prior to City consideration of the request.

The City may require additional notification when the proposed closure affects businesses, schools, churches, or other public facilities.

Streets Eligible for Closure:

Temporary street closures shall generally be limited to streets categorized as Local Roadways.

Requests to close collector streets, arterial streets, or streets providing significant access to schools, emergency facilities, commercial districts, or major traffic corridors shall generally not be approved unless the City Council determines that extraordinary circumstances exist and appropriate traffic control measures can be implemented.

The City may modify the requested closure area as a condition of approval.

REVIEW OF APPLICATIONS

Applications shall be reviewed by the appropriate City departments, which may include the Police Department, Public Works Department, Administration, and other agencies or departments as deemed necessary.

Departments shall evaluate, as applicable:

- Public safety;
- Traffic circulation;
- Emergency vehicle access;
- Impacts to residents and businesses;
- Parking impacts;
- Street conditions;
- Utility access;
- Risk management considerations;
- Required permits; and
- Compliance with this policy.

Staff may recommend conditions of approval necessary to protect the public health, safety, and welfare.

City Council Approval:

All temporary street closures shall require approval by the City Council unless otherwise authorized by the City Administrator pursuant to administrative procedures adopted by the City. Approval of a street closure constitutes approval only of the temporary closure of the public street. Approval does not authorize activities requiring separate permits, including but not limited to alcohol sales, food service, amplified sound, fireworks, building permits, encroachment permits, or other permits required by local, state, or federal law.

The City Council reserves the right to approve, deny, or conditionally approve any request based upon the unique circumstances of the proposed event.

Insurance:

Insurance limits shall be established by the City in accordance with the City's current Contractual Risk Transfer Matrix, Risk Management guidelines, or successor guidance, as applicable.

The Applicant shall procure and maintain, for the duration of the approved street closure or special event, at its own cost and expense, insurance with companies admitted to do business in the State of California with an AM Best Rating of A- VII or higher, and acceptable to the City. The types and limits of insurance required shall be determined by the City based upon the nature and risk level of the proposed event and may include, but are not limited to, the following:

1. Commercial General Liability

The Applicant shall maintain Commercial General Liability insurance with coverage at least as broad as Insurance Services Office (ISO) Form CG 00 01, in an amount determined appropriate by the City based upon the risk level of the proposed event.

The policy shall:

- a. Be endorsed to provide that coverage is primary and non-contributory with any insurance maintained by the City;
- b. Include the City of Exeter, its officers, officials, employees, agents, and volunteers as additional insureds using ISO Form CG 20 10 or CG 20 26 (or equivalent);
- c. Provide that the Applicant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of liability; and
- d. Include a waiver of subrogation endorsement in favor of the City of Exeter, its officers, officials, employees, agents, and volunteers.

- e. Include and be endorsed primary and non-contributory.

2. Business Automobile Liability

When automobiles are used in connection with the event, the Applicant shall maintain Business Automobile Liability insurance covering owned, non-owned, and hired automobiles using ISO Form CA 00 01 (or equivalent), in limits determined appropriate by the City.

The policy shall:

- a. Include the City of Exeter, its officers, officials, employees, agents, and volunteers as additional insureds and shall include a waiver of subrogation in favor of the City; and
- b. Include a waiver of subrogation endorsement in favor of the City of Exeter, its officers, officials, employees, agents, and volunteers.

3. Workers' Compensation and Employer's Liability

Applicants with employees shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance as required by California law, with Employer's Liability limits of not less than \$1,000,000 each accident or disease. The insurer shall provide and endorsement that waives all rights of subrogation against the City of Exeter, its officers, officials, employees, agents, and volunteers. The Workers' Compensation requirement may be waived by the City upon written verification that the Applicant has no employees.

4. Additional Coverages

Depending upon the nature of the proposed event, the City may require additional insurance, including but not limited to:

- Liquor Liability;
- Professional Liability;
- Sexual Abuse and Molestation Coverage;
- Cyber Liability;
- Aircraft or Drone Liability;
- Pollution Liability; or

- Any other insurance deemed necessary based upon the activities associated with the event.

5. Evidence of Insurance

Prior to issuance of a street closure approval, the Applicant shall provide the City with certificates of insurance and all required policy endorsements evidencing compliance with all insurance requirements.

Failure to provide acceptable insurance documentation prior to the event may result in denial or revocation of the street closure approval.

6. Indemnification

As a condition of approval, the Applicant shall defend, indemnify, and hold harmless the City of Exeter, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees, arising out of or related to the approved street closure or associated event, except to the extent caused by the sole negligence or willful misconduct of the City.

Conditions of Approval:

The City Council may impose such conditions upon approval of a temporary street closure as it deems necessary to protect the public health, safety, and welfare and to minimize impacts upon surrounding properties and the traveling public.

Conditions of approval may include, but are not limited to:

- Limiting the hours or duration of the street closure;
- Modifying the location or extent of the closure;
- Requiring additional traffic control measures;
- Restricting certain activities;
- Requiring insurance or other risk management measures;
- Requiring additional permits from other agencies;
- Requiring cleanup or restoration of City property; or
- Any other condition reasonably necessary to protect the public interest.

Failure to comply with any condition of approval may result in immediate revocation of the street closure permit.

Traffic Control Devices and Barricades:

The City shall provide standard barricades and traffic control devices determined necessary for the approved street closure.

Unless otherwise authorized by the City, the applicant shall be responsible for:

- Picking up barricades from the location designated by the City;
- Properly placing barricades in accordance with City instructions;
- Maintaining barricades throughout the approved closure;
- Preventing unauthorized removal or relocation of barricades; and
- Returning all City equipment immediately following the event.

The applicant shall be responsible for the cost of repairing or replacing any City-owned barricades, signs, or equipment that are damaged, lost, or destroyed during the event.

The City reserves the right to require additional traffic control devices, warning signs, flaggers, or traffic control plans when warranted by the nature of the event.

Emergency Access:

At all times during the approved street closure, adequate access shall be maintained for emergency vehicles, including police, fire, and emergency medical services.

No equipment, vehicles, tents, booths, stages, inflatables, tables, or other obstructions shall be placed in a manner that prevents emergency access.

If emergency personnel determine that access is inadequate or an emergency requires reopening of the street, the applicant shall immediately remove any obstruction upon request.

The City may immediately terminate or modify the street closure when necessary to respond to an emergency.

Parking and Vehicle Access:

The City shall not tow or remove vehicles lawfully parked within the approved street closure area solely to accommodate the event.

The applicant shall notify affected residents sufficiently in advance of the event so vehicles may be moved prior to placement of barricades.

Vehicles belonging to residents within the closure area shall be permitted reasonable ingress and egress whenever practical and when doing so does not create an unsafe condition.

The City assumes no responsibility for damage to vehicles or personal property associated with the event.

Cleanup And Restoration:

Immediately following the event, the applicant shall remove all signs, decorations, equipment, trash, debris, and other materials associated with the event.

The street shall be restored to the same condition that existed immediately prior to the closure. The applicant shall be responsible for the cost of repairing any damage to public streets, sidewalks, landscaping, signs, utilities, or other City property resulting from the event. Failure to properly clean the event area may result in the City performing the cleanup and billing the applicant for all associated costs.

Application Fee:

The application fee established by the City's fee schedule shall apply except that qualifying nonprofit organizations shall automatically receive a waiver upon providing satisfactory proof of nonprofit status (such as IRS 501(c) determination or equivalent documentation).

Nonprofit Application Fee Waiver:

Qualifying nonprofit organizations shall be eligible for an automatic waiver of the temporary street closure application fee.

To qualify for the fee waiver, the applicant shall provide documentation satisfactory to the City demonstrating that the organization is one of the following:

1. A tax-exempt organization recognized under Section 501(c) of the Internal Revenue Code;
2. A governmental agency or public entity; or

3. Another organization determined by the City to be eligible based upon equivalent nonprofit status.

Documentation may include, but is not limited to:

- An Internal Revenue Service Determination Letter;
- Evidence of current tax-exempt status; or
- Other documentation acceptable to the City.

The application fee waiver applies **only** to the temporary street closure application fee and does not waive or reduce any insurance requirements, indemnification obligations, deposits, traffic control requirements, cleanup responsibilities, permitting requirements, extraordinary City service costs, or any other condition of approval.

Applicants requesting a fee waiver shall certify that the event is being conducted primarily for the benefit of the qualifying nonprofit organization.

The City reserves the right to deny or revoke a fee waiver if the applicant provides false or misleading information regarding its eligibility.

No Waiver of Other Requirements:

The nonprofit application fee waiver applies only to the application fee and does not waive insurance, indemnification, traffic-control, public safety, cleanup, permitting requirements, deposits, or reimbursement of extraordinary City costs.

Revocation:

The City may revoke or modify an approval if conditions are violated or if necessary to protect public health, safety, or welfare.



Agenda Item Staff Report

Agenda Item Number:

J.6.

Meeting Date:

August 11, 2026

Wording for Agenda:

Consideration of the Appointment In-Lieu of Election Process for City Council Districts A and D, Including Authorization to Release a District A Application and Schedule a Special City Council Meeting.

Submitting Department:

Administration

Contact Name:

Francesca Nevarez, City Clerk/Human Resources Manager

Department Recommendation:

Staff recommends that the City Council:

1. Authorize staff to prepare and release an application for interested residents seeking appointment to the City Council District A seat, contingent upon the office becoming eligible for appointment in lieu of election following the close of the extended nomination period;
2. Direct staff to place consideration of appointments in lieu of election for eligible City Council seats on the agenda for a Special City Council Meeting;
3. Schedule a Special City Council Meeting for Tuesday, August 18, 2026, at 6:00 p.m., to consider appointments in lieu of election for eligible City Council seats; and
4. Authorize the City Clerk to take all actions necessary to administer the appointment process and submit any required appointment resolutions to the Tulare County Registrar of Voters.

Background & Summary:

The City of Exeter will hold its General Municipal Election on November 3, 2026, for City Council Districts A, C, and D. The candidate nomination period closes on August 7, 2026, with an

For action by:

☒ City Council

Regular Session:

☐ Consent Calendar

☒ Regular Item

☐ Public Hearing

Review:

City Administrator
(Initials Required)

J.R.

extended filing period through August 12, 2026, for offices in which an eligible incumbent does not file nomination papers.

California Elections Code Section 10229 authorizes a City Council to appoint a qualified person in lieu of conducting an election when the number of candidates nominated does not exceed the number of offices to be filled. For district-based elections, an office is eligible if no more than one candidate has been nominated for that district. Following the close of the nomination period, the Tulare County Registrar of Voters will publish a Notice of Election Eligibility identifying offices eligible for appointment in lieu of election and provide proof of publication to the City. After the required publication period, the City Council may appoint an eligible candidate or qualified individual by resolution. Appointment resolutions must be adopted within the statutory timeframe and immediately transmitted to the Registrar of Voters. If the City does not timely adopt and submit an appointment resolution, the eligible office will remain on the November 3, 2026 General Municipal Election ballot and the City will be responsible for the associated election costs.

This agenda item does not appoint any individual to office. Rather, it establishes the City's process and schedule for considering appointments in lieu of election should one or more City Council seats become eligible under California Elections Code Section 10229.

Based on information provided by the Tulare County Registrar of Voters, the current status of the City Council races is as follows:

District A:

Incumbent Mayor Jacob Johnson did not file nomination papers. Accordingly, the nomination period for District A has been extended through August 12, 2026, to allow additional candidates to file. If no candidate files during the extended nomination period, District A will become eligible for appointment in lieu of election.

Because the appointment period is brief, staff recommends that the City Council authorize the release of an application for interested District A residents immediately upon confirmation that the office is eligible. Taking this action in advance will allow staff to begin accepting applications without delay while remaining within the statutory appointment period.

District D:

Council Member Vicki Riddle has completed the candidate filing process and, at the time this report was prepared, is the only candidate who has filed for District D. If no additional candidate files before the close of the nomination period, District D will become eligible for appointment in lieu of election pursuant to California Elections Code Section 10229.

Unlike District A, no public application process is anticipated because one qualified candidate has filed for the office. If the office remains eligible after the close of nominations, the City Council may consider appointing the sole qualified candidate, Council Member Riddle in lieu of election during the appointment period.

District C:

Two candidates, Vernon "Frankie" Alves and Brittney Shull, have filed for City Council District C. Because more than one candidate has filed for the office, District C is not eligible for appointment in lieu of election and will proceed to the November 3, 2026 General Municipal Election.

Special City Council Meeting:

The appointment period established by Elections Code Section 10229 is limited, and appointment resolutions must be provided to the Tulare County Registrar of Voters no later than August 21, 2026.

To provide sufficient time for the City Council to consider any eligible appointments, adopt the required appointment resolutions, and allow staff to immediately transmit those resolutions to the Registrar of Voters before the statutory deadline, staff recommends scheduling a Special City Council Meeting on *Tuesday, August 18, 2026, at 6:00 p.m.*

The Special Meeting will be used to consider all City Council seats that become eligible for appointment in lieu of election following the close of the nomination period and confirmation of eligibility by the Tulare County Registrar of Voters. This approach allows the City Council to complete the appointment process during a single meeting while ensuring compliance with the statutory deadlines established by California Elections Code Section 10229.

Fiscal Impact:

If appointments in lieu of election are made for eligible City Council seats, the City will avoid the costs associated with conducting those individual election contests as part of the November 3, 2026 General Municipal Election. Staff time associated with administering the appointment process and conducting the Special City Council Meeting can be accommodated within existing budgeted resources.

Prior City Council Actions:

May 12, 2026 – The City Council adopted Resolution No. 2026-16, ordering the November 3, 2026 General Municipal Election, requesting consolidation with the Tulare County Registrar of Voters, and specifying the election order for City Council Districts A, C, and D.

Attachments:

- Tulare County Registrar of Voters Candidate Status Update
- Appointment In-Lieu of Election Timeline
- Draft District A City Council Appointment Application
- District Map
- Copy of Resolution No. 2026-16 Ordering Election, Consolidating Election, and Specifying the Election Order

Recommended motion to be made by the City Council:

I move to authorize staff to release an application for appointment to the City Council District A seat if the office becomes eligible for appointment in lieu of election following the close of the extended nomination period; direct staff to place consideration of appointment in lieu of election City Council seats on the agenda for a Special City Council Meeting; schedule a Special City Council Meeting for August 18, 2026, at 6:00 p.m. to consider appointments in lieu of election for eligible City Council seats; authorize the City Clerk to administer the appointment process, prepare all necessary appointment resolutions, and immediately transmit any appointment resolutions adopted by the City Council to the Tulare County Registrar of Voters in accordance with California Elections Code Section 10229.

Contest/District	Distict ID/Name		Vote For	Num Cands	Num Qualified	Status
Non-Partisan City City Of Exeter Member, City Council District A						
* 5021 Exeter City Council, District A	502-1 City of Exeter District A		1	0	0	ON BALLOT
Shared with: (none)						
Incumbent(s):	Jacob Jon Johnson	Appointed to Vacancy				
Non-Partisan City City Of Exeter Member, City Council District C						
5023 Exeter City Council, District C	502-3 City of Exeter District C		1	2	0	ON BALLOT
Shared with: (none)						
Incumbent(s):	Vernon Franklin Alves	Elected				
Candidate(s):	FRANKIE ALVES					
Incumbent						
Qualified Date:						
User Codes:						
Cand ID: 1						
Filing Fee: \$0.00			Fees Paid (1) & (2): \$0.00		\$0.00	
Requirements Status -----						
Sigs In Lieu Issued		Sigs In Lieu Filed		Declaration of Intention		
Nomination Petition Issued		07/13/2026	Filing Fee Paid		Nomination Petition Filed	
Code of Fair Campaign Practices Filed		07/13/2026	Candidate Statement Filed		Declaration of Candidacy Issued	
Declaration of Candidacy Filed						
Brittney Shull						
Business Owner/realtor						
Qualified Date:						
User Codes:						
Cand ID: 2						
Filing Fee: \$0.00			Fees Paid (1) & (2): \$0.00		\$0.00	
Requirements Status -----						
Sigs In Lieu Issued		Sigs In Lieu Filed		Declaration of Intention		
Nomination Petition Issued		07/16/2026	Filing Fee Paid		Nomination Petition Filed	
Code of Fair Campaign Practices Filed		07/16/2026	Candidate Statement Filed		07/16/2026	Declaration of Candidacy Issued
Declaration of Candidacy Filed						
Non-Partisan City City Of Exeter Member, City Council District D						
5024 Exeter City Council, District D	502-4 City of Exeter District D		1	1	1	ON BALLOT
Shared with: (none)						
Incumbent(s):	Vicki L Riddle	Elected				
Candidate(s):	Vicki Lyn Riddle					
Incumbent						
Qualified Date: 7/22/2026						
User Codes:						
Cand ID: 1						
Filing Fee: \$0.00			Fees Paid (1) & (2): \$0.00		\$0.00	

Contest/District	Distict ID/Name	Vote For	Num Cands	Num Qualified	Status
Non-Partisan City City Of Exeter Member, City Council District D					
5024 Exeter City Council, District D		1	1	1	ON BALLOT
Shared with: (none)					

Requirements Status -----					
Sigs In Lieu Issued		Sigs In Lieu Filed		Declaration of Intention	
Nomination Petition Issued		Filing Fee Paid		Nomination Petition Filed	
Code of Fair Campaign Practices Filed	07/22/2026	Candidate Statement Filed	07/22/2026	Declaration of Candidacy Issued	07/22/2026
Declaration of Candidacy Filed	07/22/2026				

Filing History -----			
Filing Type	Date	Description	Payment Method
NOM	7/22/2026	2:35 pm	(none recorded)
NOM	7/22/2026	4:11	(none recorded)

August 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	ROV will publish all offices eligible for Appointment In-Lieu	6	7 Nomination Period Closes
9	10	11	12 Visalia Times Delta will publish notice	13 5-day Countdown Begins	14	15
16	17 5-day Period Ends	18	19	20 E-75 DEADLINE City must Appoint In-Lieu or Contest goes on Ballot	21 City must email Appointment Resolution to ROV	22
23	24	25	26	27	28	29
30	31					

General Election

November 3, 2026

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

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

MEASURES

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

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

APPOINTMENTS IN LIEU OF ELECTIONS CITY COUNCIL SEATS

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

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

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

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

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

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

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

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

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

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

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

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



CITY OF EXETER
CITY COUNCIL APPOINTMENT APPLICATION
District A

Application Deadline: Monday, August 17, 2026, at 12:00 p.m.
Appointment Meeting: Special City Council Meeting – August 18, 2026
Return To: **In Person:** City Clerk's Office, City of Exeter, 100 N. C St., Exeter, CA 93221
Or Via Email: fquintana@exetercityhall.com

Purpose:

This application is for residents interested in being considered for appointment to the City Council District A seat in lieu of election pursuant to California Elections Code section 10229. Submission of an application does not guarantee an interview or appointment.

Minimum Qualifications:

- Be at least 18 years of age.
- Be a registered voter.
- Reside within City Council District A for the City of Exeter.
- Meet all qualifications to hold elective office under California law.

Applicant Information:

Full Name:	
Residence Address:	
Mailing Address (if different):	
Phone Number:	
Email Address:	
Occupation:	
Employer:	
Years Residing in District A:	

Application Questions:

1. Why are you interested in serving on the Exeter City Council?

2. What education, professional experience, volunteer service, or community involvement has prepared you for this role?

3. What do you believe are the three most important issues facing the City of Exeter over the next four years?

4. Describe your involvement in the Exeter community.

5. Are you able to attend regular and special City Council meetings, workshops, and other required meetings? If not, explain.

6. Is there any additional information you would like the City Council to consider?

Required Attachments:

- ☐ Electronically filed Form 700 through the City's eDisclosure (NetFile) system (required). Applicants must contact the City Clerk to obtain login credentials.
- ☐ Resume (optional but encouraged).
- ☐ Letter of Interest (optional).
- ☐ Any additional materials the applicant wishes the City Council to consider.

Statement of Economic Interests (Form 700)

Applicants are required by the City to submit a completed California Statement of Economic Interests (FPPC Form 700) with this application. The Form 700 is a public record and will be available for public inspection in accordance with applicable law. The applicant selected for appointment will also be required to file any additional Statements of Economic Interests required upon assuming office.

Applicants for appointment must complete and electronically file a Form 700 through the City's eDisclosure (NetFile) system as part of the application process.

To obtain login credentials and filing instructions, applicants must contact the City Clerk's Office after submitting their application or prior to the application deadline. The City Clerk will issue login credentials and provide instructions for completing and electronically filing the Form 700.

Applications will not be considered complete until the required Form 700 has been electronically filed.

For assistance, please contact:

Francesca Nevarez, City Clerk
City of Exeter
100 N. C St.
Exeter, CA 93221
Phone: (559)592-9244
Email: fquintana@exetercityhall.com

Certification:

I certify under penalty of perjury that:

- I am a registered voter residing within City Council District A.
- I meet all legal qualifications to hold the office of City Council Member.
- The information contained in this application and attachments is true and complete.
- I understand this application and all attachments, including my Form 700, are public records subject to disclosure.

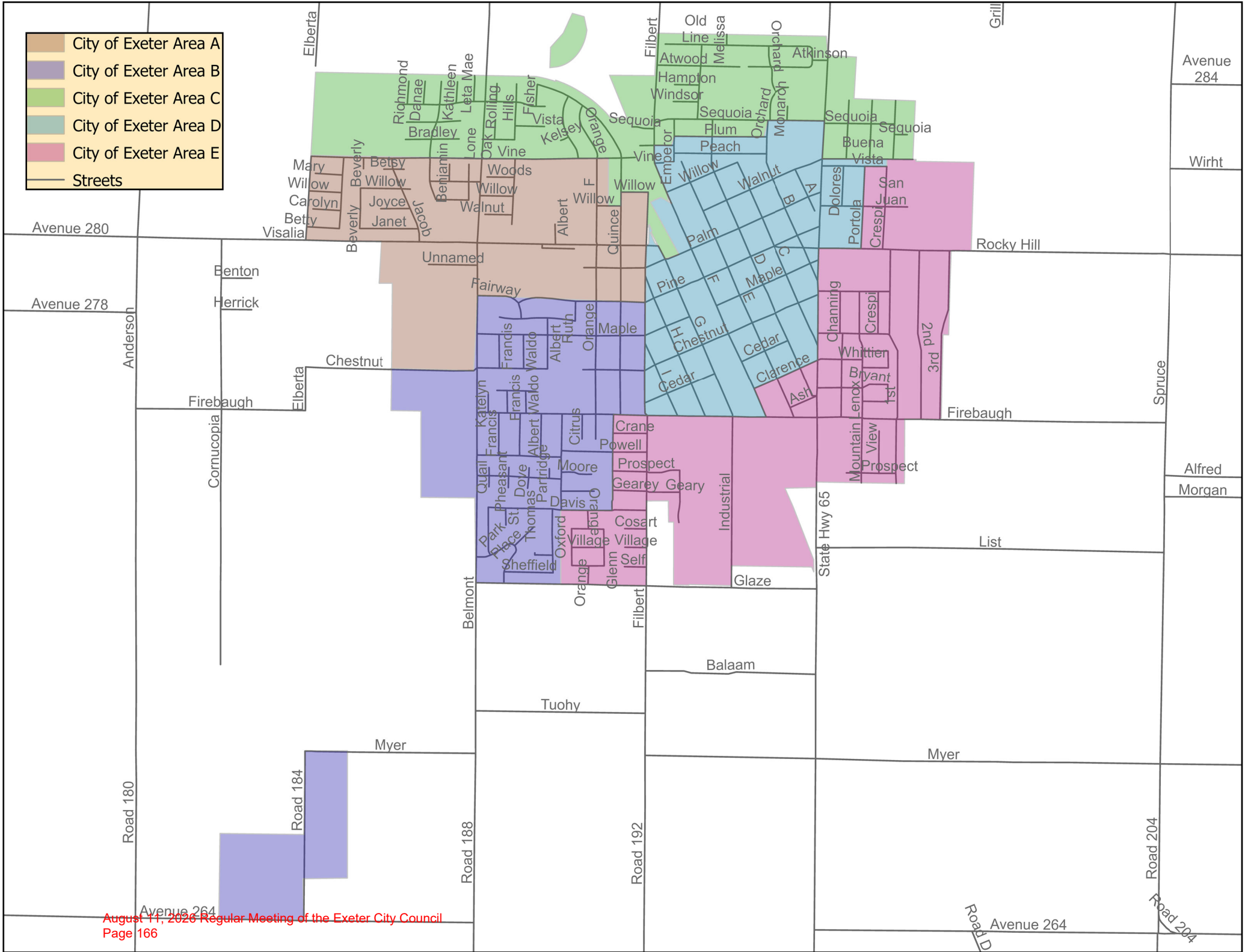
Applicant Signature

Date

City Clerk Use Only:

Date Received:	
Application Complete:	
District Residency Verified:	
Registered Voter Verified:	
Form 700 Received:	

	City of Exeter Area A
	City of Exeter Area B
	City of Exeter Area C
	City of Exeter Area D
	City of Exeter Area E
	Streets



RESOLUTION NO. 2026-16

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that an election be held within the territory included in this district on the 3rd day of November 2026, for the purpose of electing members to the Board of Directors of said district in accordance with the following specifications:

1. The Election shall be held on Tuesday, the 3rd day of November 2026. The purpose of the Election is to choose members of the board of directors for the following seats (list offices and terms)

City Council Member District A, Term 2026 – 2030

City Council Member District C, Term 2026 – 2030

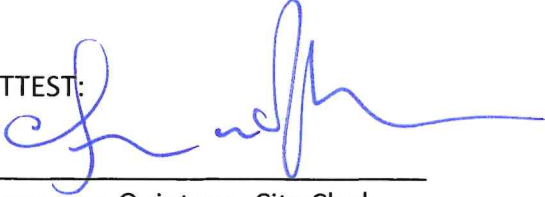
City Council Member District D, Term 2026 – 2030

2. The governing board hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the district, as provided in Elections Code 10400.
3. The district will reimburse the County for the actual cost incurred by the County Registrar of Voters office in conducting the general district election upon receipt of a bill stating the amount due as determined by the Elections Official.
4. The district has determined that the Candidate will pay for the Candidate's Statement. The Candidate's Statement will be limited to 200 words.
5. The district directs that the County Registrar of Voters of the principal county publish the notice of election in the following newspaper, which is a newspaper of general circulation that is regularly circulated in the territory: Visalia Times Delta.
6. The Board of Supervisors of Tulare County is hereby requested to permit the County Registrar of Voters to tender services to the special district relating to the conduct of the November 3rd, 2026, General Election as follows:
 - a. Distribute and file nomination papers and candidate statements for candidates for district offices.
 - b. Make all required publications.
 - c. Prepare, print and mail to the qualified electors of the district sample ballots and voter pamphlets.
 - d. Provide Vote by Mail ballots for said Municipal Election for use by registered voters in the manner provided by law.
 - e. Order consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
 - f. Conduct and canvass the returns of the election and certify the votes cast.
 - g. Prepare, print, and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
 - h. Recount votes, if requested, in accordance with state law.
 - i. Conduct the above election duties in accordance with the Voting Rights Act of 1975.
 - j. Perform all other pertinent services required to be performed for said election other than the requirements of the Fair Political Practices Commission; said Fair Political Practices Commission requirements to be performed by the district clerk.

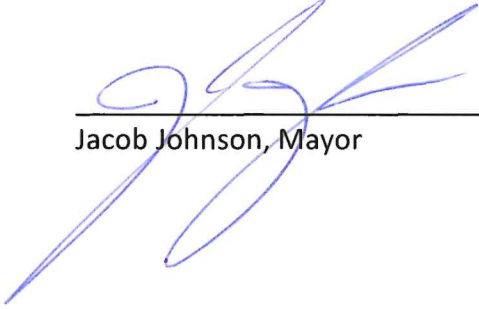
THE FOREGOING RESOLUTION WAS ADOPTED upon motion of Council Member Wilson, seconded by Council Member ALVES, at a regular meeting on this 12th day of May, 2026, by the following vote:

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

ATTEST:



Francesca Quintana, City Clerk



Jacob Johnson, Mayor