

#### FOWLER CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 19, 2021 7:00 P.M. CITY COUNCIL CHAMBER 128 SOUTH 5TH STREET FOWLER, CA 93625

In compliance with the Americans with Disabilities Act, if you need assistance or accommodations to access the City Council Chambers or participate in this meeting, please contact the Clerk at (559) 834-3113 x102. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you may attend in person, you may appear by telephone as described below, or you may submit written comments via email to avasquez@ci.fowler.ca.us. Please include your name and reference the agenda item you are commenting on, if any. Written comments received that do not specify an agenda item will be marked for the general public comment portion of the agenda. Emails received by 8:00 am on the date of the meeting will be provided to the City Council at the meeting and made part of the record of proceedings but will not be read aloud.

The telephone number listed below will provide access to the meeting via teleconference. Please note: when joining the teleconference you will be asked for your name which will be used to identify you during any public comment period.

Telephone Number: 978-990-5175 Meeting ID: 494026#

It is requested that any member of the public attending while on the teleconference have their phone set on "mute" to eliminate background noise or other interference from telephonic participation.

Any writing or document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at www.fowlercity.org.

Resolutions and Ordinances - With respect to the approval of resolutions and ordinances, the reading of the title thereto shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

- 1. Meeting Called to Order
- 2. Roll Call
- 3. Invocation by Pastor Jesus Valencia from Vision Church
- 4. Pledge of Allegiance
- 5. Ceremonial Presentation
  - 5-A Planning Commissioner Service Recognition
- 6. Public Comment

This portion of the meeting is reserved for persons desiring to address the Council on any matter not described on this agenda. Presentations are limited to 5 minutes per person and no more than 15 minutes per topic.

7. Consent Calendar

Items on the Consent Calendar are considered routine and include a recommended action, and shall be approved by one motion of the Council. If a Councilmember or member of the public requests additional information or wishes to comment on an item, the vote should be held until the questions or comments are made, and then a single vote should be taken. If a Councilmember opposes the recommended action for an item, the item should be removed and discussed and acted upon as a separate item. A motion to approve the Consent Calendar is deemed to include a motion to waive the full reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

- 7-A. RATIFY Warrants for October 19, 2021
- 7-B. APPROVE Minutes of the October 5, 2021 City Council Meeting
- 7-C. APPROVE an agreement with Fowler Unified School District to provide fueling services to City of Fowler Fleet for the time period of August 1, 2021 July 31, 2023 and authorize the City Manager to execute the agreement. (Police Department)
- 8. General Administration
  - 8-A. Finance
    - i. WORKSHOP on Fiscal Years 2019-20 and 2020-21 year-end close.
    - ii. Actions pertaining to Fiscal Year (FY) 2019-2020, 2020-2021, and 2021-2022 year-end close of the City of Fowler's financial records.
      - APPROVE the Professional Auditing Services Agreement with Bryant L. Jolley, Certified Public Accountants to provide auditing

services for the City of Fowler's Finance Department for FY 2019-2020 and 2020-2021, with the option to add FY 2021-2022 in an amount not to exceed \$114,000.

- APPROVE Budget Amendment Resolution No. 2517 to appropriate \$114,000 for FY 2019-20, FY 2020-21, and with an option to FY 2021-22 year-end close of the City of Fowler's financial records.
- iii. Fiscal Year 2021-22 1st Quarter Financial Report (Informational)

#### 8-B. Public Works

- i. Review alternatives and provide staff direction regarding potential request to Caltrans to add median treatment to the State Routh 99 improvement project.
- ii. Consider Resolution No. 2523 ADOPTING a Street Cutting Policy.
- 8-C. City Manager's Office
  - i. COVID-19 Update
- 9. Staff Communications (City Manager)
- 10. City Attorney Report
  - 10-A. Consider APPROVAL of Resolution No. 2522, A Resolution of the City Council of the City of Fowler Authorizing Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 (AB 361)
- 11. Councilmember Reports and Comments
- 12. Adjourn

Next Ordinance No. 2021-06 Next Resolution No. 2524

CERTIFICATION: I, Angela Vasquez, Deputy City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, October 15, 2021.

Angela Vasquez Deputy City Clerk

		CITY OF FOWLER		
		WARRANTS LIST October 19, 2021		
ACCOUNTS PAYABLE CHECKS		CHECK NUMBERS	CHECK DATES	AMOUNT
Regular checks		38412-38490	Oct 5 thru Oct 12	\$ 560,823.87
TOTAL ACCOUNTS PAYABLE CHECKS	BLE CHECKS			\$ 560,823.87
PAYROLL COSTS				
First October Bi-Monthly Payroll	ıyroll		October 15, 2021	89,722.31
TOTAL PAYROLL COSTS				\$ 89,722.31
TOTAL CASH DISBURSEMENTS				\$ 650,546.18
	NOTE: Check #38425	Void check		TEM
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CITY OF FOWLER CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '38412' and '38490' ACCOUNTING PERIOD: 4/22

SUPERION DATE: 10/14/2021 TIME: 12:08:33

	AMOUNT	325.00	301.25 301.25 301.25 344.62 344.62 344.62 344.63 2,583.49	21.00	128.37	24.00	425,563.85	80.00	3,160.98	200.00	20.00	24.00	720.00	64.00	150.00 -150.00 0.00	37.25 37.25 74.50 186.26 777.44 1,112.70	24.00	36.45	2.42 2.58 6.64
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	NAME	ARNOLD MEJIA	BCT CONSULTING	BSK ASSOCIATES	COMCAST	CORTEZ, RAY	DON BERRY CONSTRUCTION	DURON, ARTHUR	FERGUSON WATERWORKS #1	FOWLER BOYS BASKETBALL	FRESNO COUNTY RECORDER	JUSTIN BARRETT	KOFF & ASSOCIATES, INC.	LION RIVER DEVELOPMENT	MARGARITA MORENO MARGARITA MORENO	MID VALLEY PACKAGING &	MIRANDA, JOSEPH	NAVIA BENEFIT SOLUTIONS	P G & E - SACRAMENTO P G & E - SACRAMENTO P G & E - SACRAMENTO
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SELECTION CRITERIA: transact.check\_no between '38412' and '38490' ACCOUNTING PERIOD: 4/22

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SUPERION DATE: 10/14/2021 TIME: 12:08:33

CITY OF FOWLER CHECK REGISTER - DISBURSEMENT FUND

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SUPERION DATE: 10/14/2021 TIME: 12:08:33

CITY OF FOWLER CHECK REGISTER - DISBURSEMENT FUND

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SELECTION CRITERIA: transact.check_no between '38412' and '38490' ACCOUNTING PERIOD: 4/22
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	AMOUNT	27.76 28.32 121.93	250.00 250.00 250.00 750.00	30.21	88.62	100.00	305.76	258.05	500.00	63.50	26.71	78.16	9.88 2.9.88 114.24 114.24 116.29 198.47 3,400.58 4,267.25 5,927.44 21,112.17	67.59	73.95	12.61 13.61 29.18 32.68 41.40
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	NAME	FOWLER ACE HARDWARE FOWLER ACE HARDWARE	HEALTHWISE SERVICES HEALTHWISE SERVICES HEALTHWISE SERVICES	HIDALGO, CARLOS	HILL, BARBARA	ISSAC TOVAR	JEANNIE DAVIS	METRO UNIFORM & ACCESSOR	MUNICIPAL CODE CORP	MURRIETA, ERIC	NARWAL, TIRATH S.	OZBURN, GEORGE	P G & E - SACRAMENTO	PATE, MR & MRS ROBERT	PRICE, ROSA & BRANDON	QUILL QUILL QUILL QUILL QUILL QUILL
GENERAL FUND	ISSUE DT VENDOR	10/12/21 14249 10/12/21 14249	10/12/21 13127 10/12/21 13127 10/12/21 13127	10/12/21 14503	10/12/21 14494	10/12/21 14507	10/12/21 10157	10/12/21 10201	10/12/21 11653	10/12/21 14499	10/12/21 14502	10/12/21 14504	10/12/21 10237 10/12/21 10237	10/12/21 14498	10/12/21 14508	10/12/21 10249 10/12/21 10249 10/12/21 10249 10/12/21 10249 10/12/21 10249
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CITY OF FOWLER CHECK REGISTER - DISBURSEMENT FUND

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CITY OF FOWLER CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '38412' and '38490' ACCOUNTING PERIOD: 4/22

SUPERION DATE: 10/14/2021 TIME: 12:08:33

	AMOUNT	719.99 973.11 1,640.73 2,217.49 2,367.27 4,941.77 6,045.92 11,404.62 31,454.13	840.19	22.14 33.18 33.18 39.66 102.84 231.41 254.38 368.28 1,214.75 3,139.38	6.01 9.85 12.80 14.77 16.73 187.99 127.99 333.81 1,072.94	560,823.87	560,823.87	560,823.87
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# MINUTES OF THE FOWLER CITY COUNCIL MEETING 7 - B Tuesday October 5, 2021

Mayor Cardenas called the meeting to order at 7:00 p. m.

Councilmembers Present: Cardenas, Rodriquez, Parra

Councilmembers Absent: Kazarian, Mejia

City Staff Present: City Manager Quan, City Attorney Cross, Police Chief Alcaraz.

Public Works Director Dominguez, Community Development Director Gaffery, Assistant Fire Chief Hernandez, Fire Chief Lopez, City Planner Marple, Finance Director Moreno, City Engineer

Peters, Deputy City Clerk Vasquez

#### 5. PUBLIC COMMENT

There was no public comment.

#### 6. CONSENT CALENDAR

Mayor Pro-Tem Rodriquez made a motion to approve the consent calendar, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Rodriquez, Parra, Cardenas.

#### 7. GENERAL ADMINISTRATION

#### 7-A. FINANCE

i. APPROVE Budget Amendment Resolution No. 2521 to appropriate \$165,684 for the South Kings Groundwater Sustainability Agency.

Finance Director Moreno stated staff is requesting approval of Budget Amendment Resolution No. 2521 to appropriate \$165,684 for payment to the South Kings Ground Water Sustainability Agency (SKGSA). She reported funds have been set aside in reserves to cover the prior year payment and the current year budget amendment needed.

Councilmember Parra inquired if there was a breakdown of what the \$1.2 million dollars will be used for. City Manager Quan stated a GSA budget workshop will be held at the November 2, 2021 Council meeting. Councilmember Parra requested staff research Proposition 218 as well.

Fowler resident Steve Barela addressed the Council.

Councilmember Parra made a motion to APPROVE Budget Amendment Resolution No. 2521 to appropriate \$165,684 for the South Kings Groundwater Sustainability Agency, seconded by Mayor Pro-Tem Rodriquez. The motion carried by roll call vote: Ayes: Parra, Rodriquez, Cardenas.

#### 7-B. PLANNING

i. APPROVE a Disposition and Development Agreement between the City of Fowler and Abdallah Qawadri for City's Surplus Property located at the Northwest Corner of South 7th Street and East Vine Street, APNs 343-233-02ST and 3443-233-03ST.

Community Development Director Gaffery provided an overview of the proposed Disposition and Development Agreement (DDA). He noted the DDA identifies milestones during the escrow period, entitlement process, and construction to ensure development occurs on the site. Community Development Director Gaffery reported the sale price is \$275,000, with an initial payment of \$125,000 and three annual payments of \$50,000. He stated the developer is proposing a retail dining establishment and a pita production facility.

Mayor Pro-Tem inquired about the time frame. Community Development Director Gaffery stated that when escrow closes, the developer will have thirty days to pull building permits and a year to complete construction.

Councilmember Parra made a motion to APPROVE a Disposition and Development Agreement between the City of Fowler and Abdallah Qawadri, seconded by Mayor Pro-Tem Rodriquez. The motion carried by roll call vote: Ayes: Parra, Rodriquez, Cardenas.

ii. ADOPTION of Ordinance 2021-04, An Ordinance of the City Council of the City of Fowler Amending the Official Zoning Map of the City to Reflect a Change of Zone for Assessor's Parcel Nos. 340-130-09 and 340-220-33.

City Planner Marple reported this was a second reading of Ordinance 2021-04 which was introduced at the previous Council meeting. She stated the ordinance proposes rezoning the two parcels north of Marshall Elementary to Resource Conservation District (RCO).

Mayor Pro-Tem Rodriquez made a motion to adopt Ordinance 2021-04, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Rodriquez, Parra, Cardenas.

#### 7-C. PUBLIC WORKS

i. Review alternatives and provide staff direction regarding potential request to Caltrans to add median treatment to the State Route 99 improvement project.

City Manager Quan requested this item be moved to the October 19, 2021 Council meeting.

Councilmember Parra made a motion to continue Review alternatives and provide staff direction regarding potential request to Caltrans to add median treatment to the State Route 99 improvement project to October 19, 2021 Council Meeting, seconded by Mayor Pro-Tem Rodriquez. The motion carried by roll call vote: Ayes: Parra, Rodriquez, Cardenas.

ii. Introduction of Ordinance No. 2021-05, An Ordinance of the City Council of the City of Fowler Adding Provisions to the Fowler Municipal Code Pertaining to Organic Waste Collection (Staff is recommending this item be continued to a future meeting).

Public Works Director Dominguez requested introduction of Ordinance No. 2021-05 be continued to November 2, 2021 City Council meeting.

Mayor Pro-Tem Rodriquez made a motion to continue Introduction of Ordinance No. 2021-05 to November 2, 2021 Council Meeting, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Rodriquez, Parra, Cardenas.

#### 7-D. CITY MANAGER'S OFFICE

i. COVID-19 Update

City Manager Quan reported that the Fresno County Department of Public Health's data shows Fowler's vaccination rate is 66% and staff continues to keep in close communication with FCDPH on any regulatory changes. She also reminded Council of the Employee Appreciation Dinner on Friday, October 22, 2021.

#### 8. STAFF COMMUNICATIONS – (CITY MANAGER)

#### 8-A. PUBLIC WORKS DEPARTMENT

Public Works Director Dominguez updated Council on the outdoor lighting around City Hall and the Veterans Day event. Melissa Squeo was on hand to answer any questions regarding the event.

#### 9. CITY ATTORNEY REPORT

City Attorney Cross updated Council on AB 361 teleconferencing requirements. After discussion, it was the consensus of Council to adopt a Resolution every thirty days to continue conducting public meetings with teleconference accessibility pursuant to Assembly Bill 361. City Attorney Cross stated he will bring a Resolution for adoption at next Council meeting.

#### 10. COUNCILMEMBER REPORTS AND COMMENTS

Mayor Cardenas reminded Council to RSVP for the Employee Appreciation Dinner and requested assistance in obtaining raffle prizes from businesses. Mayor Cardenas announced the City of Fowler purchased discounted Fresno Fair tickets for staff and Commissioners in partnership with the Latino Water Coalition.

Mayor Pro-Tem Rodriquez reported the Fall Festival was well attended and a success. He also reminded Council about donating candy for the Trunk or Treat event.

Councilmember Parra announced he attended the League of Cal Cities last month and was voted in as Second Vice-President of the League. He thanked Mayor Cardenas and the Council. Councilmember Parra noted an Assembly Bill to be on the lookout for regarding distribution centers.

#### 11. ADJOURNMENT

Having no further business, Mayor Pro-Tem made a motion to adjourn the meeting, seconded by Councilmember Parra. The meeting adjourned at 8:01 p.m.



ITEM NO: 7-C

#### REPORT TO THE CITY COUNCIL

October 19, 2021

FROM: Rudy Alcaraz, Chief of Police

Dario Dominguez, Director of Public Works

#### **SUBJECT**

APPROVE an agreement with Fowler Unified School District to provide fueling services to City of Fowler Fleet for the time period of August 1, 2021- July 31, 2023 and authorize the City Manager to execute the agreement.

#### RECOMMENDATION

Staff recommend approval of an agreement with Fowler Unified School District to provide fueling services to City of Fowler Fleet for the purposes of cost savings and operational use for the time period of August 1, 2021- July 31, 2023 and authorize the City Manager to execute the agreement.

#### **BACKGROUND**

Since August 1, 2018, the City of Fowler Police Department ("City") and the Fowler Unified School District ("FUSD") have maintained a services agreement where City of Fowler Police Department Employees have utilized the FUSD fuel station to purchase fuel from FUSD at a lower price per gallon compared to other vendors. Currently, only Police Department vehicles are fueled at the FUSD fuel station. City Staff recommend expanding this arrangement between the City and FUSD for all vehicles in the City's fleet.

#### FISCAL IMPACT

This agreement would result in a cost savings to all departmental fuel budgets.

#### Attachment:

- Agreement for Purchase of Fuel between City of Fowler and Fowler Unified School District

# AGREEMENT FOR PURCHASE OF FUEL BETWEEN CITY OF FOWLER AND FOWLER UNIFIED SCHOOL DISTRICT

**THIS AGREEMENT** is effective August 1, 2021 by and between the City of Fowler ("City"), a California general law city, and Fowler Unified School District ("District"), a California public school district with respect to the following recitals, which are a substantive part of this Agreement.

#### RECITALS

- **WHEREAS,** City and District both serve the Fowler community, providing municipal services and educational services, respectively, to residents of the City; and
- WHEREAS, City seeks to obtain gasoline for fuel for use in City's entire motor vehicle fleet as part of its regular operations; and
- WHEREAS, District owns and operates its own fueling station located at 701 East Main Street, in the City of Fowler ("Fuel Station"); and
- WHEREAS, City has determined it is more economical to purchase fuel from District than other available sources, and District is willing to sell fuel to City for use in City's motor vehicle fleet; and
- **WHEREAS,** City and District believe it is in the public interest to allow City to purchase fuel from District for use in City's vehicle fleet, on the terms and conditions as set forth in this Agreement.
- **NOW, THEREFORE,** in consideration of the promises and mutual agreements herein, City and District agree as follows:
- 1. <u>Purchase of Fuel</u>. City is authorized to purchase diesel and gasoline motor vehicle fuel from District for use in City's motor vehicle fleet. City shall pay District for all fuel City purchases under this Agreement at the District's monthly cost per gallon paid to the fuel supplier for the month in which fuel is purchased by City.
- 2. <u>Term.</u> The term of this Agreement shall be for the period beginning August 1, 2021 and ending July 31, 2023.
- 3. <u>Records and Invoicing</u>. District shall operate the Fuel Cloud or similar program to maintain a record of the amount of fuel obtained from District that allows City to track usage by

individual vehicle and/or user. City and District shall both have access to the Fuel Cloud program and the records generated thereby. District shall invoice the City by the 15th of each month for all fuel obtained by City during the preceding month. The amount to be invoiced will be the total gallons used multiplied by the per gallon cost to the District for the month being billed. The invoice issued by District to City shall include supporting records from Fuel Cloud and District's fuel supplier to allow City to support the total dollar amount invoiced. The City shall remit to the District payment of the full amount of the invoice within thirty (30) days of the date of the invoice. In the event the City fails to remit payment to the District with said period of time, the District shall charge the City interest in the amount of 4% per annum on all outstanding balances.

- 4. Access to Fuel Station. City shall identify those individuals who are authorized to fuel City's vehicles ("Authorized Individuals"). District shall provide Authorized Individuals with 24-hour access to the Fuel Station and keys and/or access credentials for each Authorized Individual to access the Fuel Station, fuel pumps, and to track fuel usage. City shall maintain the Fuel Station in good repair and clean condition, returning the Fuel Station to the condition in which City personnel found it prior to access and fueling. Outside normal school hours, City shall ensure gates are closed and locked, and pumps are secured prior to leaving the Fuel Station. City shall return keys and/or access credentials to District upon termination or expiration of this Agreement.
- 5. <u>Exclusions</u>. The provisions of this Agreement are for the purchase of gasoline motor vehicle fuel by City from District for the use in City's vehicles only. No fuel provided hereunder may be used for vehicles other than those owned or leased by the City of Fowler.
- 6. <u>Priority</u>. District use of the Fuel Station and diesel and gasoline motor vehicle fuel shall have priority over City's fuel needs. City shall not unreasonably interfere with District's fuel needs.
- 7. <u>Termination</u>. Either party may terminate this Agreement at any time upon written notification thirty (30) days prior to the desired date of termination, via U.S. Certified Mail, return receipt requested, postage paid, addressed to the other party, at the following addresses:

If to District: Fowler Unified School District

658 East Adams Avenue

Fowler, CA 93625

Attention: Superintendent

If to City: City of Fowler

128 South Fifth Street Fowler, CA 93625

Attention: City Manager

8. <u>Indemnity</u>. The parties hereby agrees to indemnify, defend and hold the other party, its governing board, officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities,

(including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with this Agreement, including but not limited to the use of the Fuel Station, the condition of the Fuel Station and District's property, and the alleged or actual acts, errors, omissions or negligence of the indemnifying party or anyone authorized or permitted to act on behalf of the indemnifying party to the fullest extent permitted by law, unless the injuries or damages are the result of the sole negligence or willful misconduct of the party to be indemnified, subject to any limitations imposed by law. District and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

- 9. <u>Insurance</u>. Each party shall, at its own expense, maintain for the duration of this Agreement, insurance or self-insurance for commercial general liability and automobile liability against injuries to persons or damages to property occurring or resulting to any person, firm or corporation who may be injured or damaged by performance, or failure to perform, of the party, its officers, agents, or employees under this Agreement. Coverage shall be at least \$1,000,000 per occurrence for bodily injury and property damage. The insured party shall name the other party and its governing board and members thereof, officers and employees as additional insureds. Any deductibles or self-insured retentions must be declared to and approved by the other party. The insured party shall furnish to the other party proof of the insurance or self-insurance satisfactory to the other party upon approval of this Agreement and on such other occasions as may thereafter reasonably be requested.
- 10. <u>Assignment</u>. City shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the District. Any attempted assignment or transfer in violation of this provision shall be void.
- 11. <u>Amendment</u>. Any amendments to this Agreement must be in writing and must be executed by the same parties who executed the original Agreement, or their successors in office.
- 12. <u>Counterparts</u>. Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures will be considered original signatures.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the date first written above.

	R UNIFIED L DISTRICT	CITY OF FOWLER	
	ul Marietti perintendent	By: Wilma Quan City Manager	<b></b>
Date:		Date:	



ITEM NO: 8-Aii

#### REPORT TO THE CITY COUNCIL

October 19, 2021

FROM:

Margarita Moreno, Finance Director

**SUBJECT** 

Actions pertaining to Fiscal Year (FY) 2019-2020, 2020-2021, and 2021-2022 year-end close of the City of Fowler's financial records.

- 1. Approve the Professional Auditing Services Agreement with Bryant L. Jolley, Certified Public Accountants to provide auditing services for the City of Fowler's Finance Department for FY 2019-2020 and 2020-2021, with the option to add FY 2021-2022 in an amount not to exceed \$114,000.
- 2. Approve Budget Amendment Resolution No. 2517 to appropriate \$114,000 for FY 2019-20, FY 2020-21, and with an option to FY 2021-22 year-end close of the City of Fowler's financial records.

#### RECOMMENDATION

Staff recommend approval for auditing services agreement with Bryant L. Jolley, Certified Public Accountants in an amount not to exceed (NTE) \$37,000 for auditing services for the Fiscal Year (FY) 2019-20, (NTE \$38,000) for FY 2020-21 and an option to add FY 2021-22 (NTE \$39,000) year-end close of the City of Fowler's financial records, authorizing the City Manager or her designee to execute the agreement on behalf of the City; and adoption of proposed Budget Amendment Resolution No. 2517 to appropriate \$114,000 for this agreement.

#### **BACKGROUND**

In order to address the current state of the City's financial records it is recommended that Council approve a Professional Auditing Services agreement with Bryant L. Jolley and a related Budget Amendment Resolution appropriating an amount NTE \$114,000.

City's current auditor, Borchardt, Corona, Faeth & Zakarian, Certified Public Accountants, has been the City's auditor since 2004. It was recently brought to staff's attention that Gus Corona, the City's primary auditor, will be retiring later this year and the City must retain another auditor to continue with the audits, starting with the FY 2019-2020 audit. Historically, the City has paid annual average costs of approximately \$40,000 to Borchardt, Corona, Faeth & Zakarian, CPA for annual audits.

As Council knows, the City is attempting to get caught up on its annual audits for FY 2019-2020 and FY 2020-2021. Due to the urgency of this situation and the importance of having current financial statements and audits, it is recommended that Council confirm dispensing with the formal competitive purchasing process and award the Professional Auditing Services agreement with Bryant L. Jolley consistent with the City's Purchasing Policy, Section 7 - Exceptions to Purchasing Methods, Subsection I, which authorizes Council to waive the formal process when immediate commencement of services is in the best interest of the City.

Staff believes Bryant L. Jolley is uniquely qualified to begin work associated with the proposed scope of services immediately. Bryant L. Jolley is uniquely qualified to perform this work because of their experience in dealing with the small cities in the San Joaquin Valley with similar circumstances; their long list of references who commend their work product; their familiarity with the City of Fowler's accounting system; and their established and good working relationship with the City, as well as Price Paige & Company, Accountancy Corporation.

#### FISCAL IMPACT

Rectifying the financial situation that currently exists within the City of Fowler is a critical element in moving the City forward as well as managing its day-to-day operations. The Finance Director has confirmed that there is sufficient General Fund and Water Fund balances to cover the not to exceed amount of \$114,000 for this auditing services agreement.

#### Attachments:

- -Professional Auditing Services Agreement
- -Budget Amendment Resolution No. 2517

## CITY OF FOWLER PROFESSIONAL AUDITING SERVICE AGREEMENT

This Professional Auditing Services Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Bryant L. Jolley, Certified Public Accountants ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on October 20, 2021 ("Effective Date").

#### RECITALS

- A. City desires to obtain auditing services for the City's Finance Department for Fiscal Year (FY) 2019-2020 and 2020-2021, with the option to add FY 2021-2022 ("Services") more fully described in the proposal from Consultant attached as **Exhibit A**, which is incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

#### **AGREEMENT**

- 1. <u>Scope of Services</u>. Consultant shall perform the Services described in the Recitals and detailed in **Exhibit A**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable. City may exercise the option to add auditing services for FY 2021-2022 by delivering written notice to Consultant.
- 2. <u>Priority and Conflicts; Exclusions</u>. If the terms and requirements of this Agreement conflict with **Exhibit A**, this Agreement shall control. No contractual terms and/or conditions found in **Exhibit A** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
- 3. Term of Agreement; Commencement of Services; Schedule. Consultant shall begin performing the Services upon notice from the City on or after the Effective Date, unless otherwise instructed by City, and continue with the Services until satisfactorily completed, as determined by City. Consultant shall complete the Services not later than December 31, 2022 ("Completion Date"), unless extended beyond this date by mutual consent of the Parties. This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein. City and Consultant shall mutually agree on a schedule for performance of the Services and completion of any deliverables. The schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the schedule.
- 4. <u>Payment for Services</u>. City shall pay Consultant for the Services performed pursuant to this Agreement according to Consultant's standard hourly rate(s). The amount paid by City to Consultant for the Services shall not exceed Thirty-Seven Thousand Dollars (\$37,000) for the FY 2019-20, Thirty-Eight Thousand Dollars (\$38,000) for FY 2020-21, and Thirty-Nine Thousand Dollars (\$39,000) for FY 2021-22,

if City exercises the option to add auditing services for FY 2021-22. The total amount paid by City to Consultant shall not exceed One Hundred Fourteen Thousand Dollars (\$114,000) if the Services are performed for FY 2019-20, FY 2020-21, and FY 2021-22.

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

- 5. <u>Independent Contractor Status</u>. Consultant and its subcontractors, if any, shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.
- 6. <u>Consultant Representations; Standard of Care; Compliance with Law.</u> Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards, including without limitation applicable law for properly safeguarding any financial data and information obtained from City necessary to perform the Services.

#### 7. [Reserved]

- 8. <u>Subcontractor Provisions</u>. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.
- 9. <u>Power to Act on Behalf of City</u>. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.
- 10. <u>Record Keeping; Reports.</u> Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

- 11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.
- 12. <u>Confidentiality</u>. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

#### 13. [Reserved]

- 14. <u>Conflicts of Interest</u>. Consultant warrants that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.
- 15. <u>Non-liability of Officers and Employees</u>. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

#### 16. [Reserved]

- 17. <u>Termination of Agreement</u>. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:
- a. <u>Termination by City: For Convenience</u>. City may at its discretion terminate this Agreement for convenience and without cause upon ten (10) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.
- b. <u>Termination by City or Consultant: For Cause</u>. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.
- c. <u>Compensation to Consultant Upon Termination</u>. Consultant shall be paid compensation for Services satisfactorily performed prior to service of the written notice of termination. As to any phase

partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

- d. <u>Effect of Termination</u>. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.
- 18. <u>Insurance</u>. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.
- 19. <u>Indemnity and Defense</u>. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services and the safeguarding of any financial data and information obtained from City necessary to perform the Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.
- 20. <u>Taxes</u>. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business license from City and pay the applicable business license fee to City during the term of this Agreement.
- 21. <u>Assignment</u>. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.
- 22. <u>Form and Service of Notices</u>. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:
- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.

- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.
- 23. <u>Entire Agreement</u>. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.
- 24. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 25. [Reserved]
- 26. <u>Severability</u>. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.
- 27. <u>Applicable Law and Interpretation and Venue</u>. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California.
- 28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.
- 29. <u>Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.
- 30. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
- 31. <u>Alternative Dispute Resolution</u>. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statues of limitations.

32. <u>Non-Discrimination</u>. Consultant shall not discriminate based on any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

wquan@ci.fowler.ca.us

(559) 834-3113

CONSULTANT	CITY OF FOWLER
By:	By:
Bryant L. Jolley, CPA	Wilma Quan, City Manager
Date:	Date:
Party Identification and Contact Informat	ion:
Consultant	City of Fowler
Bryant L. Jolley, CPA	Attn: Wilma Quan
Attn: Bryant L. Jolley	City Manager
901 "N" Street, Suite 104	128 S. 5th Street
Firebaugh, CA 93622	Fowler, CA 93625

J:\wdocs\00250\001\agt\00895248.DOC

ryanpjolley@hotmail.com

(559) 659-3045

# EXHIBIT A CONSULTANT PROPOSAL

## PROPOSAL TO PROVIDE PROFESSIONAL AUDITING SERVICES

### City of Fowler

Bryant L. Jolley, CPA

901 "N" Street, Suite 104 Firebaugh, Ca 93622 Phone: (559) 659-3045 Fax: (559) 659-0615 FID #94-2706107

September 1, 2021

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#### BRYANT L. JOLLEY

CERTIFIED PUBLIC ACCOUNTANTS

Bryant L. Jolley C.P.A. Ryan P. Jolley C.P.A. Darryl L. Smith C.P.A. Luis A. Perez C.P.A. Lan T. Kimoto

September 1, 2021

Wilma Quan, City Manager City of Fowler 128 S. 5th Street Fowler, CA 93625

We are pleased to provide this response to the City of Fowler's, request for proposal for an independent accounting firm to provide audit and related financial services for the fiscal years ending June 30, 2020 and 2021 with an option to extend to 2022.

We understand the scope of work will include Audited Financial Statements for the City of Fowler, a Single Audit if applicable, and a Management Report. We also understand the audit and reports are to be conducted in accordance with generally accepted government auditing standards as set forth by the General Accounting Office's (GAO) Government Auditing Standards and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations. Finally, we understand the objective of the services to be performed and commit to performing those services within the time period specified by the City of Fowler.

We have specialized in the auditing of cities and special districts over the past 40 years and have performed over 600 district and city audits. Our firm consists of five professional staff who have over a hundred years combined governmental auditing experience making us premier auditors of local governments.

We seek to conduct the City audit because we feel our experience and expertise with government audits makes us a perfect fit for the engagement. We can provide value to the City through the quality of our work, the timeliness of our performance, our knowledge of governments, team consistency, and, most important, a strong relationship among the people on our team and with City staff. In addition, we are a local firm that supports the local economy.

In the following proposal, you will see that our firm is capable of consistently delivering high levels of value to the City. You will work with an auditor that is stable and responsive. You will receive accurate, reliable, and timely service that is fairly priced. And you will have continual access to senior-level team members who are knowledgeable, qualified, and consistent.

Ryan P. Jolley, CPA will serve as the principal contact authorized to make representations on behalf of this bid. This proposal is firm and irrevocable offer for 30 days. He can be reached by phone at 559-287-1527 or by mail at 901 "N" Street, Suite 104, Firebaugh, CA 93622.

We are eager to work with the City and demonstrating our commitment to providing a costeffective, high-quality audit for the City. We look forward to your response and meeting with you to further discuss a possible relationship. Thank you for your consideration.

Sincerely,

Bryant L. Jolley, C

#### TECHNICAL PROPOSAL

Our firm is independent of the City of Fowler as defined by the U.S. General Accounting Office's Government Auditing Standards. Our firm is licensed to operate as a certified public accounting firm by the State of California. All professional staff is properly licensed to practice in California. Our firm maintains professional liability, workers' compensation, and automobile insurance.

Our firm consists of four CPA's and two senior audit staff who have over a hundred years combined governmental auditing experience making us premier auditors of local governments. Because of the size of our firm and the experience of the individuals, all five members of our firm will be involved in this engagement.

Our firm is in compliance with all GAO standards for continuing education and we recently completed a peer-review of our work, which included government engagements, by an independent CPA firm for which we received the highest rating of pass (page 11).

The people who serve you today will be the people who serve you tomorrow. Our firm's turnover rate is low, which ensures continuity on your engagement. Our firm only consists of senior level members who have significant years of governmental experience. Your engagement team will not contain staff accountants nor will you have to train new audit team members in succeeding years. We highly emphasize senior level involvement because these are the team members who know the most about you and your operations. Their involvement assures quick resolution of issues, better job management, closer supervision, and expeditious review of work papers. These are the people who will remain consistently committed to your engagement.

The following information outlines the qualifications and experience of the individuals who would be assigned to the engagement.

#### QUALIFICATIONS OF YOUR AUDIT TEAM

#### BRYANT JOLLEY, CPA

#### AUDIT ROLE: CLIENT SERVICE PARTNER/ENGAGEMENT REVIEWER

Bryant Jolley will be the in-charge person for the City audit. He has been a licensed CPA since 1976 and has operated his own firm since 1980. He graduated from Brigham Young University in 1974 and did graduate accounting studies at the University of Southern California. His initial training as an auditor was with Deloitte Touche, an international CPA firm. The first governmental audit he performed was in 1979 and he has been extensively engaged in governmental accounting since that date. He is the in charge person on an average of thirty city or special district audits each year. This experience allows him to have a unique understanding of the accounting and fiscal problems facing governmental units and provide concrete recommendations to improve overall efficiencies. He has received over 80 hours of government-specific continuing professional education over the last two years and is a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants.

#### RYAN JOLLEY, CPA

#### AUDIT ROLE: ENGAGEMENT PARTNER

Ryan Jolley is a licensed certified public accountant who joined our firm in 2004. He graduated with an undergraduate degree in accounting in 2002 and entered the Masters program in accounting at San Diego State University the same year. During this period he started work as a staff auditor with Moss Adams LLP, a large national CPA firm. He interned with our firm for several summers during college and worked on numerous governmental audits. He was the primary senior non-profit/governmental auditor for the Moss Adams San Diego office. Since then he has worked extensively with several cities helping them with the GASB 34 conversion process. He has over 12 years of experience with auditing municipalities, colleges, and commercial entities as well as conducting Single Audits under OMB Circular A-133 standards.

#### Luis Perez, CPA

#### AUDIT ROLE: ENGAGEMENT MANAGER/IN-CHARGE AUDITOR

Luis Perez is a licensed certified public accountant and has 10 years of experience auditing non-profit organizations and cities. Additionally, he has helped many non-profits, cities and districts with temporary accounting projects or other operational emergencies. This has provided him with extensive working knowledge of non-profits and allows him to be available for normal accounting questions or assistance throughout the year. He is a member of the American Institute of Certified Public Accountants.

#### LAN KIMOTO

#### AUDIT ROLE: ENGAGEMENT MANAGER

Lan began her accounting career after receiving a Bachelor of Science in Business Administration and graduating Cum Laude in May 2005 from California State University, Fresno. Prior to joining Bryant L. Jolley, CPA, she was the Finance Director at the City of Orange Cove and worked with two large local CPA firms, working exclusively in the governmental and nonprofit arena. Lan has planned, performed and served as in-charge auditor for numerous engagements and prepared audit programs for both large and small government and nonprofit enterprises. Her experience includes preparation of financial statements that comply with GASB standards, as well as single audit compliance. Lan is in compliance with the continuing education requirements of the AICPA and Government Auditing Standards. She was also responsible for providing consulting services to the City of Fowler in the past to assist with audit preparation and reconciling the City's general ledger accounts.

#### **OUR EXPERIENCE AUDITING GOVERNMENT ENTITIES**

#### City of Kerman

Principal Contacts: Carolina Camacho, Finance Director (559-846-9382)

Engagement Dates: June 30, 2021

Approximate Staff Hours Expended: 200 hours

Scope of Work: Audited Financial Statements, Annual Financial Transaction Report

#### City of Coalinga

Principal Contacts: Jasmin Bains, Finance Director (559-935-1531)

Engagement Dates: June 30, 2021

**Approximate Staff Hours Expended:** 250 hours

Scope of Work: Audited Financial Statements, Annual Financial Transaction Report

#### City of Firebaugh

Principal Contacts: Pio Martin, Finance Director (559-659-2043)

Engagement Dates: June 30, 2021

Approximate Staff Hours Expended: 250 hours Scope of Work: Audited Financial Statements

#### City of San Joaquin

Principal Contacts: Elizabeth Nunez, City Manager (559-693-4311)

Engagement Dates: June 30, 2021

Approximate Staff Hours Expended: 150 hours

Scope of Work: Audited Financial Statements, Annual Financial Transaction Report

#### City of Reedley

Principal Contacts: Paul Melikian, Assistant City Manager (559-637-4200)

Engagement Dates: June 30, 2021

Approximate Staff Hours Expended: 250 hours

Scope of Work: Audited Financial Statements, Annual Financial Transaction Report

Note: Seven additional Cities we audit separate from the above available upon request.

#### How WE APPROACH YOUR AUDIT

Our effective and efficient government audit approach combines knowledge of governmental accounting and auditing with an understanding of the associated risks. We are value-driven and seek to maximize the return on your investment in the audit process through in-depth analysis of your financial statements and your internal controls. Throughout the engagement, our team will collaborate with your staff whenever possible to minimize costs and improve efficiencies. Of course, we will need assistance with preparing schedules, finding documents, explaining processes, and providing sample documentation, budget related materials, organizational charts, and manuals.

#### **Audit Standards**

The auditor's opinion will be directed toward the fairness of presentation of the financial statements in accordance with Generally Accepted Auditing Standards (GAAS). We will prepare the Annual Financial Report in conformity with Government Code Section 26909, Generally Accepted Accounting Principles (GAAP), and Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States General Accounting Office.

#### Pre-Audit

We are very familiar with the audit issues facing government entities. We have adjusted our audit services to incorporate these specialized areas and approach the audit from the following aspects:

- ♦ Where are the City's greatest exposures?
- How does the City safeguard against risks?
- How does the City internally evaluate its organization?
- What are the controls used by the City to measure accountability?

Our approach to the City's audit is truly a design that will be as unique as the City itself and is based on the areas we find to be the most vulnerable. Our focus includes evaluating internal controls that ensure adherence to applicable federal and state laws and regulations. We place a substantial amount of our time reviewing and assessing such high-risk areas during our evaluation. This risk-based approach focuses our efforts on what is important to you and your stakeholders and enables us to present you with meaningful suggestions.

We monitor our performance using a variety of qualitative and quantitative measures. First and foremost, we honor our agreement with you, completing the engagement on-time and on-budget. When you talk to our references, you will find that this sets us apart from most regional and national CPA firms. Typically in a first year audit engagement, we invest additional time in your audit, which is **not** billed to you as cost over-runs. Rather, we view it as an investment in our long-term professional relationship.

We measure our audit performance in the response we receive from the City and its staff. In addition, we report directly to management and the Board in face-to-face meetings, providing meaningful information and answering questions directly.

#### Segmentation of the Audit

Our audit involves a logical sequence of five steps that ensures compliance with the applicable professional standards and the expeditious completion of the audit. We will tailor our audit to the needs and complexity of the City.

- 1. **Planning** First, we learn everything we can about the City and its related organizations from organizational structure to policies and procedures. We read meeting minutes, review budgets, assess manuals and programs, hold discussions with key management staff, and evaluate management information systems. Based on what we learn, we develop our expectations regarding current year results, and then compare our expectations to actual results. This helps us develop risk assessments for each audit segment to determine what level of control testing and/or substantive testing is necessary to address the assessed risk. We then design our audit program accordingly.
- 2 Control Testing Depending on our risk assessments, we determine specific audit cycles to test for internal controls and we evaluate the results. Based on the results against our expectations, we then determine if any modification is necessary to our planned substantive audit procedures on ending account balances and transactions. Based on the information we have obtained to date, we plan to test controls to obtain moderate to substantial reliance over

cash and investments, revenues and related receivables, expenses and related payables, capital outlay, and long-term debt. This is subject to change once we gather more information as part of our audit planning procedures.

- 3 Substantive Testing Our overall objective is to achieve a low level of risk of error in ending account balances. After we have performed our preliminary analytical and internal control tests and evaluated the results, we determine the nature, timing, and extent of detailed audit procedures on ending account balances and transactions necessary to achieve a low level of risk that errors could be present without detection.
- 4 **Compliance Testing** The State requires testing organizational compliance with certain laws and regulations. In addition, we will test your compliance with federal laws. We have specially-designed audit programs that ensure we adequately address both areas.
- 5 Report Writing and Review After all the fieldwork is complete, we draft our opinions and other reports. As part of our firm's quality control process, Bryant Jolley is required to review our audit files and report to improve the quality of our audits and to ensure optimum quality. We have a requirement that only personnel involved in our governmental service team can be involved in the review of our work. This ensures that our clients are served with professionals trained in governmental auditing and accounting standards.
- 6 Statistical Sampling Sampling to be used during our audit will include random sampling methods for tests of controls and for substantive tests of details. Sampling will be used throughout the engagement to test most financial statement balances.

We will select the most appropriate sampling technique for a given compliance test, tailored to the type and nature of the test.

7. Analytical Procedures - Analytical procedures are generally performed throughout the audit engagement, and result in substantial discussion with management. Initially, at the planning phase of the audit, comparisons are made between current and prior year results, actual and budgetary information, and to industry benchmarks. We use common size financial statements and trend and ratio analyses to aid us in developing our audit plan and programs. Non-financial data and external information are incorporated in our procedures to enhance their validity, and information is disaggregated as much as possible to improve precision.

During our substantive testing of balances, we typically analyze the detail of changes to certain accounts. For example, this approach is often used with sampling in our testing of capital asset, long-term debt and investment accounts.

At the conclusion of the audit, we again employ analytical procedures similar to those used at the planning phase. The audit team takes a holistic view of the financial statements in light of the results of all other auditing procedures performed. We discuss our observations with management and provide information to the Board as part of our audit result presentation. Our clients find this to be the most important value of their annual audit process. It produces beneficial information far beyond the audit of the financial statements they initially expect.

# AUDIT: Documenting internal control structure

• Obtain copies of all available system and policy/procedure documentation from City finance, treasury, human resources, information technology, grant management, budget department, and personnel. This will include organization charts, narratives and

- flowcharts. Copies will be retained in our permanent working paper file. This documentation will be updated annually for any changes.
- Review the above-described documentation and meet with City personnel to make inquiries about, and discuss questions that arise from, our review.
- Document and assess the adequacy of internal controls over the various City systems, and develop preliminary risk assessments for each of them. As mentioned earlier in our discussion of audit approach, the framework of this system incorporates the requirements of auditing standards related to internal control and fraud detection.

At the planning phase of our audit and in accordance with Statement on Auditing Standards (SAS) 99, Consideration of Fraud in a Financial Statement Audit, we will hold a brainstorming meeting to discuss fraud risks related to the City and design the audit to take those risks into account. Provisions of this new and important auditing standard will be incorporated throughout our audit.

# COST PROPOSAL

Submitted By:

Firm Name: Bryant L. Jolley, CPA

I hereby certify that the undersigned is authorized to represent the firm stated above, and empowered to submit this bid, and if selected authorized to sign a contract with the City, for the services identified in the Request For Proposals.

Signature:

Printed Name: Bryant L. Jelley Date: September 1, 2021

Our services will include the City audit and a Management Report. The all-inclusive fee for this work is as follows:

Service	2019/20	2020/21	2021/22
City Audit and Related Reports	\$33,000	\$34,000	\$35,000
Total for Fiscal Year (not-to exceed)	\$33,000	\$34,000	\$35,000
Single Audit, if required	\$4,000	\$4,000	\$4,000
Total including additional services for Fiscal Year (not-to exceed)	\$37,000	\$38,000	\$39,000

This proposal is made with the assumption — that the City's books and records will be in a reasonably balanced condition and reconciled at the start of the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We agree the City may broaden the scope of our engagement and we agree to hold ourselves available to perform such additional work as the City may desire. A final billing will be submitted upon delivery of all required reports. No billings will be made for out-of-pocket expenses or any other expenses such as typing, clerical, printing and travel costs.

Below is our Hourly Rate Schedule for hourly charges for professional services rendered in relation to any additional services that may be requested by the City. Most often, larger additional projects have negotiated maximums. Should you require such services, we would be pleased to discuss them with you.

	Hourly Rates	Hours <u>Required</u>	Audit Fee
Partners	\$200	30	\$6,000
Managers	\$175	60	\$10,500
Seniors	\$150	110	\$16,500
Total	MINISTER PROPERTY AND ADMINISTRATION OF THE PROPERT	200	\$33,000

# **Grant Bennett Associates**

A PROFESSIONAL CORPORATION

# Report on the Firm's System of Quality Control

September 18, 2020

To Bryant L Jolley and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Bryant L Jolley (the firm) in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

### Firm's Responsibility

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

### Peer Reviewer's Responsibility

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

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act.

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

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Bryant L Jolley in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Bryant L Jolley has received a peer review rating of pass.

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GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants



1375 Exposition Boulevard, Suite 230 Sacramento, CA 95815 916/922-5109 FAX 916/641-5200

P.O. Box 223096 Princeville, HI 96722 888/769-7323

# EXHIBIT B INSURANCE REQUIREMENTS

Prior to commencement of the Services, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit B**. Consultant shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

- a. <u>Minimum Limits of Insurance</u>. Consultant shall maintain the following types of insurance with limits no less than specified:
- (i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$1,000,000.00 per occurrence or claim and \$1,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.
- (ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
  - (iii) Worker's Compensation Insurance as required by the State of California.
- (iv) Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- (v) <u>Umbrella or Excess Liability.</u> In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

- b. <u>Other Insurance Provisions</u>. The general liability policy is to contain, or be endorsed to contain, the following provisions:
- (i) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- (ii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.
- (iii) Consultant grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (iv) Any deductibles or self-insured retentions must be declared to and approved by the City of Fowler. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.
- d. <u>Maintenance of Insurance</u>. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.
- e. <u>Subcontractors</u>. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.
- f. <u>Special Risks or Circumstances</u>. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- g. <u>Indemnity and Defense</u>. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.

# **RESOLUTION NO. 2517**

# A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER APPROVING AND ADOPTING THE BUDGET AMENDMENT FOR PROFESSIONAL AUDITING SERVICES FOR FISCAL YEAR 2021/2022

**WHEREAS**, the FY 2021/2022 Annual Budget reflects the City of Fowler's ongoing commitment to providing core services; and

**WHEREAS**, the FY 2021/2022 Annual Budget was approved by the City Council on June 15, 2021, by Resolution 2504, and any subsequent amendments must be approved by Resolution; and

**WHEREAS**, the budget amendment request attached hereto specifies the details of the proposed professional auditing services budget amendment.

**NOW, THEREFORE, BE IT RESOLVED**, the Fowler City Council hereby resolves that the FY 2021/2022 budget be amended to reflect professional auditing services appropriations as described in the attachment hereto.

**PASSED, APPROVED AND ADOPTED** this 19th day of October 2021, at a regular meeting of the Fowler City Council by the following vote:

APPROVED:
David Cardenas, Mayor



# REQUEST FOR BUDGET AMENDMENT Resolution 2517

	arita Moreno	Budge	t Amounts
Account Numbers:	Fund Name Description	Increase	Decrease
Revenues:			
100	GENERAL FUND		\$76,000
500	WATER FUND \$38,00		
Appropriations:			
100-6030-5220	GENERAL FUND-PROFESSIONAL SERVICES	\$76,000	
500-5000-5220	WATER-PROFESSIONAL SERVICES	\$38,000	
Reason(s) for Budget A	mendment:		
To align the expenses to professional auditing serv	the FY 2021/2022 budget, staff is requesting budget amenorices for financial reporting FY 19-20, FY 20-21 and FY 21-	dments to the follow 22.	ving funds for
Department Director	Langante Mono Date 10/15/	2021	
Department Director M		2021	
Approval Required Bud			
Approval Required Bud Finance Director	get Amendment:	_	



ITEM NO: 8-Aiii

# REPORT TO THE CITY COUNCIL

October 19, 2021

FROM: Margarita Moreno, Finance Director

**SUBJECT** 

Fiscal Year 2021-22 1st Quarter Financial Report (Informational)

# RECOMMENDATION

None.

### **BACKGROUND**

The quarterly report summarizes the City's revenue and expenditure activity for the first quarter of the fiscal year from July 1, 2021 through September 30, 2021 by fund type.

# **GENERAL FUND**

# **REVENUES (Attachment A)**

As summarized in Attachment 'A', the General Fund revenues received in the first quarter ending September 30, 2021 total 8% of the annual budget estimates while expenditures are on target at 26%. It is important to note that certain revenues are collected at various times throughout the year and, therefore, not reflected in the first quarter report. For example, the first installment of property tax revenues are collected in December/January. Staff is confident that projected revenues and expenditures will be consistent with what was budgeted.

**PROPERTY TAX – 1%** The major portion of property tax revenue is not scheduled to be distributed to cities until the end of December or early January. The mid-year or second quarter report will better reflect actual revenues compared to projections.

**PERMITS/LICENSES**– **36%** Charges for services are on target for the quarter. Building permits are at \$202,000 and plan check fees at \$24,000 which make up a large portion of these estimated revenues.

FINES & FEES- 8% The first quarter reflects one month worth of court fines & fees received at 8%.

**USE OF MONEY & PROPERTY RENTAL INCOME – 15%** Revenues from rental and interest income are on target. The majority of rental income are received from Unwired broadband for the water tower.

**MOTOR VEHICLE IN LIEU** - **0%** The motor vehicle in lieu revenues are property tax shares allocated to cities and counties that began in fiscal year 2004-2005 as compensation of Vehicle License Fee previous allocated to cities and counties by the state. The first payment is made each year in the month of December.

**SALES TAX – 10%** The Bradley burns sales tax revenues is at 10% representing one month for July 2021 received in the first quarter, revenues are expected to be on target.

**TRANSIENT OCCUPANCY TAX – 0%** The TOT taxes are received on a quarterly basis, the first payment will be received in October.

**FRANCHISE FEES** - **0%** Franchise fees are received in a quarterly basis, the first payment will be received in October for the  $2^{nd}$  quarter.

**SERVICES & OTHER FEES – 18%** Revenues from services & other fees are currently at 18% and are anticipated to meet budgeted expectations. These revenues are from fees from recreation, inspection, planning, park maintenance and special police.

**GRANT - 1%** Revenues from grant funding is at 1% for the first quarter. Local Public Safety Funds (LPSF) reflect one month worth of revenue.

**OTHER MISC REVENUE – 306%** Revenue from other sources at are currently at 306%. These revenues are from donations, miscellaneous revenue, P.O.S.T reimbursements, and refunds. It is typical for revenues in this category to reflect higher percentages than what staff anticipates.

**TRANSFER IN - 0%** Transfer in is 0% an end of year entry will be done to allocated to appropriate transfer out funds.

# **GENERAL FUND**

# **EXPENDITURES (Attachment A)**

The City has expended roughly 26% of its appropriations as of September 30, 2021. All departments are on target to their budgeted lines from actual to budget for the quarter.

# **REVENUES AND EXPENDITURES-ALL FUNDS (Attachment B)**

As summarized in Attachment 'B' the summary of all funds revenues reflect the revenues and expenditures for the first quarter ending September 30, 2021 by fund type.

# **ENTERPRISE FUNDS**

# **WATER UTILITY FUNDS**

Through September, expenses exceed revenues in the Water Utility Fund. While revenues were at 27% or less through September for the utility funds, expenses were slightly higher at 31%. At the end of this quarter the water revenues only reflect one month's worth of revenues; however at the end of the year the two months will be accrued.

# **SPECIAL REVENUES**

**UTILITY USERS TAX** - Utility User's Tax is paid to the City one month in arrears, for the 1st quarter the amount received is \$86,103 in revenues and 21% in expenses. Amounts vary because usage varies from one season (hot summer) to the next (mild fall) and the next (cold winter).

**DISTRICT SALES TAX (MEASURE N)-** District Sales Tax Funds are received in a monthly basis reflecting 21% for revenue receiving July in September reflecting two months in arrears. Expenses are 0% for the first quarter.

**COPS GRANT-** Revenues for these funds are at 0% due to the it being expensed first, and then the reimbursement is received. The expenses which are at 6% will be adjusted at year end.

**GAS TAX-** Highway User Tax are received monthly reflecting revenues for gas tax are at 20% for the first quarter and expense are at 93% reflecting a debt service payment made in the first quarter.

**ARPA FUNDS** – The first tranche of the American Rescue Plan Act funds have been received at 100% in revenues and expenses are currently at 13% for the first quarter.

LTF ART 3 & 8- The LTF revenues are 0% in the first quarter and expense of 12% for utilities, such as P G & E, and street sweeping.

**MEASURE C-** Measure C revenues are received on a monthly basis showing revenues at 7% showing one month worth reflecting two months in arrears.

**SB1 RMRA FUNDS-** The SB1 revenues are received on a monthly basis at 17% showing one month, which reflect two months in arrears.

**AB1600 IMPACT FEES** – Due to high volume of development activity in the City for impact fees, and the newly adopted impact fees schedule, the various AB1600 revenues are reflecting a range from 51% to 299% for the first quarter. Staff plans on presenting the AB1600 annual impact fee to council by the end of the calendar year.

# **DEBT SERVICE FUNDS**

The long-term debt report for the 1993-1 funds, Fire Station, and the Financing Authority are all showing expenses up to 93% for the first quarter of the year. This is due to a significant debt service payment being made in September for the first quarter. These payments are made semiannually and thus skew the first quarter picture. Additionally, principal payments are paid in the fall and not in the spring. Revenues and expenses are projected to meet the budgeted amount by the end of the year.

# **SUCCESSOR AGENCY**

The payments for the RDA debt service are made in the first quarter reflecting 48% in expenses for the 2010 refunding bonds.

# **Attachments**

- -General Fund Summary
- -All Fund Summary

# ATTACHMENT A

# **GENERAL FUND SUMMARY**

<u>REVENUES</u>	BUDGET 2021-2022	REVENUES AS OF 9/30/2021	PERCENTAGE REVENUES 9/30/2021
PROPERTY TAX	928,250	4,782	1%
PERMITS/LICENSES	677,200	246,167	36%
FINES & FEES	9,500	805	8%
USE OF MONEY & PROPERTY RENTAL	14,500	2,110	15%
VLF	807,700	0	0%
SALES TAX	1,600,000	164,328	10%
TRANSIENT OCCUPANCY TAX	150,000	0	0%
FRANCHISE FEES	387,200	0	0%
SERVICES FEES & OTHER	101,500	18,760	18%
GRANTS	203,800	2,048	1%
OTHER MISC REVENUE	6,600	20,172	306%
TRANSFER IN	722,887	0	0%
TOTAL REVENUES	\$5,609,137	\$459,173	8%

EXPENDITURES	BUDGET 2021-2022	EXPENDITURES AS OF 9/30/2021	PERCENTAGE EXPENDITURES 9/30/2021
CITY COUNCIL	44,380	4,667	11%
ADMINISTRATION	395,570	106,283	27%
CITY CLERK	85,122	10,004	12%
FINANCE	311,692	104,491	34%
CITY ATTORNEY	160,000	47,495	30%
GENERAL GOVERNMENT	268,296	188,432	70%
POLICE	2,103,049	586,820	28%
FIRE	223,058	38,006	17%
ANIMAL CONTROL	16,500	2,524	15%
PUBLIC WORKS-STREET	557,487	133,843	24%
PLANNING	547,298	35,107	6%
BUILDING	265,981	47,149	18%
PUBLIC WORKS-PARK MAINT	280,185	48,706	17%
RECREATION	115,190	43,166	37%
SENIOR CENTER	155,329	21,247	14%
TOTAL EXPENSES	\$5,529,137	\$1,417,941	26%

# ATTACHMENT B

		REVENUES			EXPENSES	
ALL FUND SUMMARY						
	2021-2022	REVENUES AS	PERCENT	2021-2022	EXPENSES AS	PERCENT
	BUDGET	OF 09/30/2021	REC'S YTD	BUDGET	OF 09/30/2021	USED YTD
GENERAL FUND						
General Fund	\$5,609,137	\$459,173	8%	\$5,529,137	\$1,417,941	26%
	***************************************					
ENTERPRISE FUNDS						
Water Utility	1,543,600	416,709	27%	1,861,486	572,654	31%
Water Well Maintenance	0	0	0%	1,469,000	0	0%
Groundwater Recharge CID	0	0	0%	30,000	0	0%
TCP	0	461	0%	30,000	0	0%
Sub-total	\$1,543,600	\$417,170	27%	\$3,390,486	\$572,654	17%
SPECIAL REVENUE FUNDS						
Utility Users Tax	400,500	86,103	21%	329,325	36,898	11%
District Sales Tax	1,000,000	111,197	11%	662,562	0	0%
COPS Grant	125,000	0	0%	265,000	16,512	6%
Care Funding	79,688	0	0%	72,816	0	0%
Recyle Grant	5,000	0	0%	5,000	0	0%
Gas Tax	157,482	32,163	20%	97,600	90,400	93%
ARPA Funding LTF Article 3	812,156 16,000	812,156 0	100% 0%	575,000 0	72,513 0	13% 0%
LTF Article 8	665,300	ő	0%	116,257	13,410	12%
Measure C	238 274	17,145	7%	635,000	0	0%
Road Maint & Rehab SB1	123,983	21,342	17%	0	0	0%
CDBG	65,000	0	0%	0	0	0%
AB1600 General Service	20,000	10,280	51%	0	740	0%
AB1600 Law Enforcement AB1600 Fire	65,000 80,000	32,954 42,455	51% 53%	200,000	0 0	0%
AB1600 Streets	80,000	42,455 0	0%	0	0	0% 0%
AB1600 Parks	80,000	113,001	141%	68,000	0	0%
AB1600 Water	70,000	188,811	270%	0	0	0%
AB1600 Sewer	80,400	131,296	163%	0	0	0%
AB1600 Storm Drain	20,000	59,777	299%	0	0	0%
Fire Station Bldg	0	34	0%	0	0	0%
AB1600 99/Merced Signalization	60	0	0%	0	0	0%
Sub-total	\$4,183,843	\$1,658,714	3%	\$3,026,560	\$230,473	8%
DEST CERVICE FUNDS						
DEBT SERVICE FUNDS Assesmt Dist 1993-R Debt Svc	25,044	23,106	92%	25,044	23,106	92%
Assesmt Dist 1993-1 Hospital Bdg Lease	18,000	16,800	93%	18,000	16,800	92%
Assesmt Dist 1993-1 Merced Rehab	97,600	90,400	93%	97,600	90,400	93%
Fire Station Debt Svc	50,000	33,766	68%	50,000	33,749	67%
Assesmt Dist 1994-R Debt Svc	154,340	0	0%	154,340	133,999	87%
Sub-total	\$344,984	\$164,071	48%	\$344,984	\$298,055	86%
SUCCESSOR AGENCY FUND						
Successor Agency 2000 RDA Loan	137,250	0	0%	193,835	93,099	48%
Sub-total	137,250	Ö	0%	193,835	93,099	48%
	•				<b>,</b>	· <del>-</del>
FINANCE AUTHORITY FUND	000.00	_				
Public Financing Authority (PFA) Sub-total	392,234	0	0% 	392,096	665	0%
Sub-total	392,234	U	U70	392,096	665	0%



ITEM NO: 8-Bi

# REPORT TO THE CITY COUNCIL

October 19, 2021

FROM: David Peters, City Engineer

# **SUBJECT**

Review alternatives and provide staff direction regarding potential request to Caltrans to add median treatment to the State Route 99 improvement project.

# RECOMMENDATION

Select an alternative and direct staff to request adding median barrier treatments within Fowler city limits.

# **BACKGROUND**

Caltrans is currently beginning construction on an improvement project on State Route 99 from Fowler to Selma to add additional lanes to the freeway. The project will construct a concrete median barrier in the area currently occupied by oleanders to accommodate the additional lane. The project will cost \$67M and will be completed by Fall 2023.

# **FISCAL IMPACT**

None. The median treatments would be paid for as part of the Caltrans project

# Attachments:

- Median barrier treatment options
- California Highway Barrier Aesthetics Caltrans 2002

# **MEDIAN BARRIER TREATMENT OPTIONS**



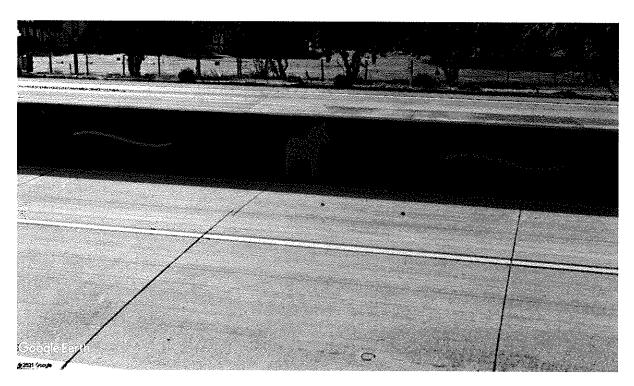
Plain Barrier



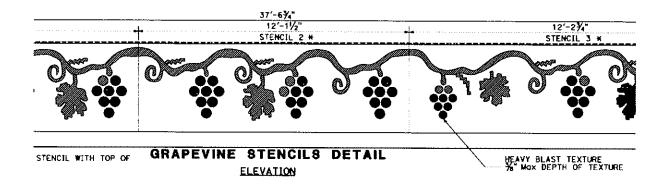
**Continuous Pattern** 



**Decorative Stamp** 

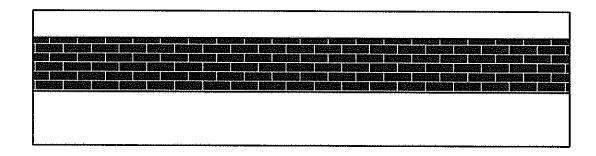


Kingsburg Dala Horse





Selma Median Treatment

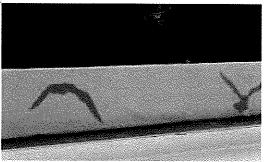


**Proposed Fowler Treatment** 

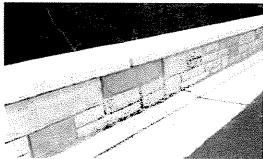


# **REPORT**

June 2002 Edition 1a



# CALIFORNIA HIGHWAY BARRIER AESTHETICS







# California Highway Barrier Aesthetics

This report will familiarize designers with current barrier design options, and encourage appropriate aesthetic considerations to develop visually pleasing context sensitive solutions for highway projects. The development of alternative barriers that are aesthetically pleasing is a continuing process. The Division of Design, Office of State Landscape Architecture, Headquarters Traffic Operations, and Division of Engineering Services, Materials Engineering and Testing Services, Office of Structural Materials will continue to develop technical guidelines and guidance documents for alternative barriers and surface treatments for concrete barriers.

Technical guidelines allow integral color, paint, stain, and subtle textures to be incorporated with concrete barriers placed on highway transportation projects. These guidelines address highway corridor aesthetic issues, and respond to concerns from local communities and agencies for more barrier design alternatives that are context sensitive without compromising safety considerations.

Efforts are continuing to crash test additional aesthetic design solutions to increase the variety of options available for barrier treatments. These tests comply with the National Cooperative Highway Research Program (NCHRP) Report 350 criteria. Crash testing is being performed on various formliner patterns for concrete barriers that mimic stone masonry or provide relief graphics into the surface of the concrete. Patterns and textures with subtle relief, set into the surface of the barrier or limited to the top portion of the barrier, have shown encouraging results and guidelines for their use have been approved. Alternatively, crash test results indicate that some patterns and textures with high relief extending from the base to the top of the barrier may cause excessive passenger compartment deformation to the vehicle. Future use of these high relief surface treatments is doubtful. The technical guidelines for use of textures on concrete barriers will continue to evolve based on crash test results, maintenance and construction issues.

There is additional cost associated with some alternative barriers and surface aesthetic treatments when compared to the Department's standard barriers. Designers should use discretion when selecting alternative designs. Local funding may be required to offset additional costs associated with alternative barrier designs. Barriers are available in several different types and materials providing an opportunity to select the most appropriate barrier for a particular condition. Barrier types and design considerations discussed in this report include:

- Thrie Beam Barrier
- Three-Cable Barrier
- Type 60 Concrete Barrier
  - Approved Concrete Barrier Aesthetics
  - Developing Textures and Patterns
- Timber Guardrail
- Precast Concrete Guardwall
- Stone Masonry Guardwall
- Barriers and Landscaping

The Thrie Beam Barrier and Type 60 Concrete Barrier are available in the Department's Standard Plans and Specifications. The other barrier types will require approval for use until such time they become approved standards. See "Attachment A" for information on the non-standard approval process. For further information on California Highway Barrier Aesthetics and the status of new design alternatives please contact the Office of State Landscape Architecture at (916) 653-3170, Headquarters Traffic Operations at (916) 654-5147, or Materials Testing and Engineering at (916) 227-7000.

# Thrie Beam Barrier

The Thrie Beam barrier is widely used as a median barrier on California's roadways. It is relatively inexpensive to install when compared to other barriers. Typically, fewer drainage modifications are required than for placement of concrete barriers. Use of this barrier type may allow for preservation of existing median planting and can minimize visual impacts. Thrie Beam barrier may be aesthetically pleasing to some rural communities because of its less "urban" character. Design modifications to the Thrie Beam barrier, such as placing asphalt or concrete beneath the barrier to eliminate weed growth, are being reviewed by Traffic Operations for approval. Not only will this improve the visual appearance of the barrier, it will also eliminate the need for repetitive manual vegetation control by maintenance forces. To reduce maintenance costs, this barrier should not be used in medians less than 11-meters wide.

This barrier meets NCHRP Report 350 criteria.

# Advantages

- Approved by the Department for use
- Standard Plans and Specifications available
- Minimal visual impact
- Rural character
- Accommodates small animal crossing
- Preserves/protects median planting

### Disadvantages

- Not visually compatible in metropolitan areas
- Increased construction time
- Life cycle costs higher than rigid/concrete barriers
- Additional roadside maintenance tasks compared to Type 60 Concrete barrier



### Costs (November 2001)

- \$61.00 per meter for Double Thrie Beam Barrier
- Maintenance cost is \$33.00 per meter each year for segments requiring repair (segments average 30 meters)

# Three-Cable Barrier

The Three-Cable barrier has not been used in California because of maintenance concerns. Currently, considerations are being made on a case-by-case basis for temporary use only. Three-Cable barrier is flexible, consisting of three steel cables stretched between metal posts. This barrier requires a minimum of 7 meters of flat median area, free of woody or mounding vegetation to allow for deflection movement when hit.

The Three-Cable barrier's primary advantage is quick installation and low initial cost. This system minimizes visual impacts, requires little or no drainage modifications, and fits well visually in rural environments. This system should not be used with median plantings.

The Three-Cable barrier meets the crash test requirements of NRCHP Report 350 criteria, test level 3.

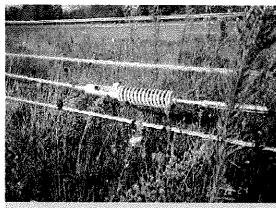


# Advantages

- Electronic drawings and specifications are available
- Minimal visual impact
- Rural character
- Accommodates small animal crossing
- Low installation cost

# **Disadvantages**

- Non-standard approval required
- Standard Plans and Specifications unavailable
- Not visually compatible in metropolitan areas
- Life cycle costs higher than rigid/concrete barriers
- Additional roadside maintenance tasks compared to Type 60 Concrete barrier
- Inoperative once hit



Three-Cable barrier installed in Oregon.

Disadvantages of the Three-Cable barrier system are the maintenance costs required, as compared to other barrier types. Some maintenance tasks include routine checking of cable tension and repair of long runs of barrier when hit. repair is necessary because the barrier can become inoperative once hit. The Three-Cable barrier is not recommended on tight curves, high truck traffic routes, or any locations where frequent hits are expected. Maintenance personnel are not trained, nor staffed to manage this type of system. Use of this barrier system may require approval from the Maintenance Division.

# Costs (October 2001)

- \$26.00 per meter
- Maintenance cost is \$24.00 per meter each year for segments requiring repair (segments average 30 meters)
- High life cycle cost when compared to other barrier types

# Type 60 Concrete Barrier

# **Approved Concrete Barrier Aesthetics**

The Type 60 Concrete barrier has been used increasingly by the Department as median widths have become narrower. This coincides with safety concerns becoming more prevalent for maintenance workers and motorists. The Type 60 concrete barrier offers several positive attributes, including long life and durability, low maintenance costs, less exposure for maintenance workers, a clean urban character, and aesthetic surface treatment capabilities. Like the Thrie Beam barrier, two rows of Type 60 Concrete barrier can be placed in a wide median to preserve existing median planting.

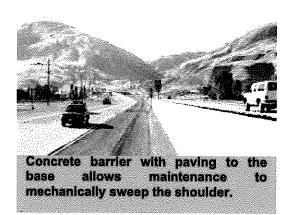
The Department currently approves the use of color admixtures, chemical staining, painting, acid etching, textures, and spraying with bituminous emulsion for a faux "granite" finish to improve the appearance of concrete barriers. Aesthetic treatments, such as sandblasting painted concrete to reveal graphic images, have been used to enhance the barrier appearance and respond to local concerns for context sensitive solutions.



Sandblasting creates a seagull motif in a coastal community. This aesthetic treatment cost \$17,000 per KM.

# Advantages

- Approved by the Department for use
- Standard Plans and Specifications available
- Aesthetic treatment for context sensitive designs
- Preserves/protects median planting
- Long life and durability
- Low maintenance cost
- Existing barriers can receive aesthetic treatments



Concrete barriers have higher installation costs than Thrie Beam barriers and, in some cases, require extensive drainage modification. Retrofitting an existing barrier with superficial aesthetic treatments is less costly than installing a new barrier.

Some communities consider these barriers to have a negative visual impact because the mass and form are not compatible with the surrounding landscape.

# **Disadvantages**

- May require drainage modifications
- High installation costs

# Costs (November 2001)

- \$150 per meter, aesthetic treatments are additional
- Maintenance cost of aesthetic treatments not known

# Type 60 Concrete Barrier

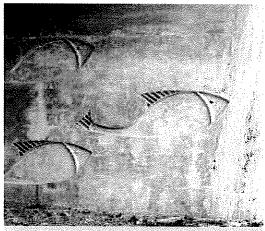
# **Developing Textures and Patterns**

A wide array of design possibilities are being developed and crash tested to allow for textures, patterns, and graphics that enhance the appearance of Type 60 Concrete barriers. Before authorizing textured surface treatments to concrete barriers, the proposed treatments must be tested for safety, and reviewed for constructability and maintainability issues. The Department's Engineering Services Division of Materials Engineering and Testing Services, Office of Structural Materials performs these tests by crashing a vehicle, under controlled conditions, into a section of the textured concrete barrier.

The results of each crash test are analyzed and a determination is made as to whether the textured barrier passes or fails established performance criteria - NCHRP Report 350 criteria, test level 3. From crash test results the Department has developed preliminary technical guidelines for the use of textures on concrete barriers. The Department will continue to perform additional crash tests to further expand these preliminary technical guidelines.



Dry stacked rock design was recently crash tested and received approval for use in California.



Pending approved design guidelines, graphics could become an integral part of concrete barrier design.

The next few pages of this report discuss textures that designers may use to address site specific, context sensitive solutions for concrete barriers. Specific textures will not be approved or disapproved but the depth, protrusions, angle of patterns, etc. will be governed by technical guidelines.

Details of recent test results are contained in the Department Study #F2001T117 "Interim Report, Crash Testing of Various Textured Barriers." Contact Materials Testing and Engineering at (916) 227-7000 for a copy.

# Type 60 Concrete Barrier

# Developing Textures and Patterns, continued

The Federal Highway Administration (FHWA) has granted approval (December 2002) of the Department's technical guidelines for textures and patterns for use on Type 60 Concrete barriers. Departmental approval is needed for the use of textures and patterns on every project. The following surface textures and patterns have been crash tested:

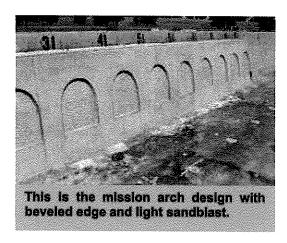
- Rock cobble pattern above 610 mm of smooth surface barrier. PASSED CRASH TEST
- "Mission Arch" pattern. PASSED CRASH TEST
- Dry stacked rock pattern. PASSED CRASH TEST
- Fractured granite pattern. PASSED CRASH TEST
- Rock cobble pattern on the entire face of the barrier. FAILED CRASH TEST
- Diagonal flute pattern. FAILED CRASH TEST

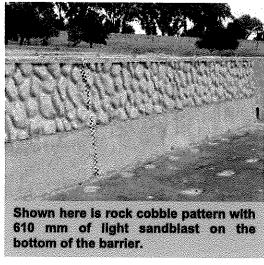
The preliminary technical guidelines allow:

Light to heavy sandblast textures.

Any pattern or texture with a maximum relief of 64 mm or less, located 610 mm or higher above the base of the barrier; the lower 610 mm shall be smooth or a "light to heavy sand blast" texture. The pattern or texture on the upper face of the barrier shall have smooth (rounded or beveled) leading edges to prevent vehicle snagging.

Geometric patterns inset into the face of the barrier 25mm or less. Chamfered or beveled edges to prevent vehicle snagging, especially on the downstream edges. Such patterns shall not feature long upward-climbing edges that could contribute to wheel climb.





# Advantages

- Aesthetic treatment for context sensitive solutions
- Preserves/protects median planting
- Long life and durability

# **Disadvantages**

- Non-standard approval required
- Standard Plans and Specifications not available
- Increases installation costs
- Increases construction time
- Additional repair work to match textures

### Costs (June 2002)

- \$115 to \$150 per meter, depending upon aesthetic treatments and color. The average price of a Concrete Barrier (type 60) is \$91.39 per meter.
- Maintenance cost of aesthetic treatments not known

# Timber Guardrail

The Timber Guardrail is a rustic alternative to the standard metal beam guardrail. The Timber Guardrail is in use along Federal highways on the East Coast and is approved for use on California highways. A steel plate provides the needed tensile strength with the wood members providing a rustic appearance. The wood block-outs help with the crash worthiness of the system. This guardrail has no approved terminal design. The end treatment will need crash cushions, must be buried in the embankment, or will require some other approved terminal design.

There are two versions of this system, both are accepted for use on Federal highways by the FHWA, and meet the NRCHP Report 350, test level 3:

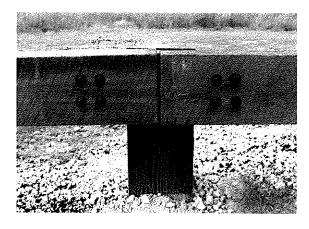
Type 1 Steel Backed Timber Guardrail (SBTG) with wooden post

Type 2 Merritt Parkway Guardrail (MPG) with steel post

Both the Steel Backed Timber Guardrail and Merritt Parkway Guardrail are approved for design speeds of 100 km/h and less.

The potential for corrosion of the non-galvanized steel elements of the guardrails are a concern in coastal settings or areas with high rainfall. The Department's policy is that in areas of eight inches or greater annual rainfall galvanized steel posts must be used. The galvanized steel may be painted to blend with the timbers. Further information including electronic drawings, specifications and other information on this barrier can be found at www.efl.fhwa.dot.gov.

Contact Headquarters Traffic Operations at (916) 654-5147 with specific questions regarding Timber Guardrails.





# Advantages

- Electronic drawings and specifications are available
- Minimal visual impact
- Rural character
- Accommodates small animal crossing
- Preserves/protects median planting

# **Disadvantages**

- Non-standard approval required
- Standard plans and specifications not available
- Life cycle costs higher than rigid/concrete barriers
- Additional roadside maintenance tasks, compared to Type 60 Concrete barrier
- Wood safety devises may be subject to burning

# Costs (January 2002)

- \$160 per meter. Cost is based on installations in the Eastern US and may vary for California
- Maintenance cost not known; likely to be higher than metal beam guardrail

# Precast Concrete Guardwall

This barrier system is being reviewed for approval by the Department's Highway Safety Features New Products Committee for use on California's highway system. This precast concrete guardwall has not yet been used in California due to very high construction costs. This guardrail has no approved terminal design. The end treatment will need crash cushions, must be buried in the embankment, or will require some other approved terminal design.

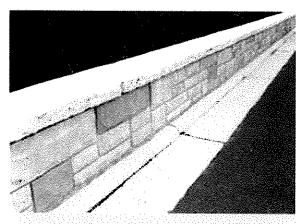
The finish treatment is a simulated stone surface on both sides and ends of the guardwall. The surface of the guardwall is stained to simulate individual stones. The design details include a precast concrete mowing strip. This strip may be placed in medians that will not be paved to the face of the guardwall. To meet federal standards, the Precast Concrete Guardwall must be fabricated in a precast concrete production facility certified by the National Precast Concrete Association.

The Precast Concrete Guardwall has been crash tested and meets the requirements of NCHRP Report 230. Though never crash tested to NRCHP Report 350 test level 3, the FHWA has accepted this guardwall for use on Federal highways. This artificial stone system is approved for design speeds of 100km/h or less. Further information regarding this barrier, such as electronic drawings, specifications and other information, may be found at www.efl.fhwa.dot.gov.



# Advantages

- Electronic drawings and specifications are available
- Rural character
- Aesthetic treatment for context sensitive solutions
- Long life and durability



This guardwall is installed on the Federal highway system in the East Coast.

# Disadvantages

- Non-standard approval required
- Standard Plans and Specifications not available
- Requires drainage modifications
- Very high installation costs
- Additional roadside maintenance tasks compared to Type 60 Concrete barrier

# Costs (February 2002)

- \$740 per meter. Shipping cost to the project site from the manufacturer is not included in this estimate
- Maintenance cost is not known

# **Stone Masonry Guardwall**

The Stone Masonry Guardwall was approved by the Department's Highway Safety Features New Products Committee for use on California's highway system. The Stone Masonry Guardwall has not yet been used in California due to the very high construction cost. The stone fascia, mortared in place, provides a natural appearance and can incorporate local rock to match the surrounding area. The Federal Lands Highway Office must approve any modifications to Federal Lands Highway Standards for the Stone Masonry Guardwall. This guardrail has no approved terminal design. The end treatment will need crash cushions, must be buried in the embankment, or will require some other approved terminal design.

The Stone Masonry Guardwall consists of a concrete core faced and capped with natural stone. The Stone Masonry Guardwall has been crash tested and meets the requirements of NCHRP Report 230 and is accepted by the FHWA for use on the federal highway system. The FHWA has accepted it to meet the requirements of NRCHP Report 350 criteria, test level 3. This barrier system is approved for design speeds of 100 km/h or less.

Specifications define maximum projections to be 38 mm beyond the neat line, 50 mm deep joints, and mortar beds 50 to 75 mm thick. Stone faces with critical dimensions greater than those listed above are not considered crashworthy. A smooth-faced wall with shallower projections, and rake joints and beds is also approved.



### Advantages

- Electronic drawings and specifications are available
- Minimal visual impact
- Rural character
- Context sensitive solutions
- Preserves/protects median planting
- Long life and durability



# **Disadvantages**

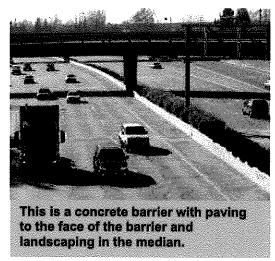
- Non-standard approval required
- Standard plans and specifications not available
- · Requires drainage modifications
- Very high installation costs
- Increased construction time
- Additional roadside maintenance tasks compared to Type 60 Concrete barrier

# Costs (February 2002)

- \$830 per meter
- Cost will vary depending upon the type of rock used. Availability of rock and proximity to the project area will be a factor. Labor costs may significantly impact the actual construction cost.
- Maintenance cost not known; likely to be high

# Median Barriers and Landscaping

Existing median planting, mostly oleander shrubs, were planted in California beginning in the 1950's and have become an asset to the Department and the communities in which they grow. Median plantings provide glare screening for headlights of oncoming traffic, provide greenery and flowers, and minimize the visual width of the roadway. When roadway-widening projects threaten the removal of these plantings, local communities often voice concerns for preservation of the planting.

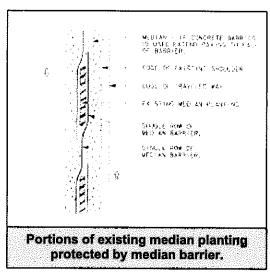




The Department considers median planting to be an asset to the highway corridor and recommends removal only when other viable options are not available. Median barriers are being used when necessary and where feasible to protect these shrubs. Median barriers, regardless of system type, can be installed to preserve plantings, satisfying the desires of communities, and provide safety for maintenance workers and the traveling public. Options to median plantings should be considered, such as replacement of median planting with roadside planting along the right of way. The maintenance costs involved with median plantings are factors that must be considered.

During design of a median, consideration should be given to retaining all or portions of the existing planting. Healthy sections of planting can be protected with two rows of barriers, while unhealthy planting can be removed and a single barrier installed.

Only when the median width allows, the retention of existing median planting can be achieved by installing one row of barrier. When this option is possible, significant cost savings will be achieved for both the construction project and for long-term maintenance. Traffic Operations must be consulted to insure that all current standards are met.



# **Non-Standard Approval Process**

Some of the barriers in this report are currently not approved as standards by the Department for use on California's highway system. However, all of the unapproved barriers included in this report are being reviewed for approval.

There are three categories of non-standard barriers:

- 1) Barriers that are not in the Standard Plans but which are approved by the Department. For example, this would include Type 60 Concrete barrier with a rock texture called "dry stacked."
- 2) Barriers that have been accepted by FHWA but have not been approved by the Department. For example, this would include the Stone Masonry Guardwall and Pre-cast Concrete Guardwall.
- 3) Barriers with merit that have not been crash tested or approved by either agency. This includes any new product that would be proposed as a barrier, or a change or modification to an approved barrier that could affect the safety and crash worthiness of the barrier.

Depending upon the proposal, a series of requirements need to be met prior to receiving approval to install a non-standard barrier on a project. For some proposals, such as texture on a Type 60 Concrete barrier that conforms to the approved guidelines, the proposal would not require steps one through four. A simplified version of the approval process is:

- 1) The barrier must meet crash test criteria established by NRCHP Report 350.
- 2) Once a proposed barrier has passed the crash testing criteria then it must be accepted by the FHWA for use on the Federal Highway system. Typically, if FHWA accepts a barrier, they will also participate in the funding of that element when it is included on a capital improvement project that has federal participation.
- 3) After the barrier has been accepted by the FHWA, then it must be reviewed and approved by the Caltrans Highway Safety Features New Products Committee (HSFNPC) before it can be considered for use on California's highway system. This process allows various Department Divisions, such as, Office of State Landscape Architecture, Headquarters Traffic Operations, Construction, Maintenance, and Structures, the opportunity for review and comment on the proposal. For more information on the HSFNPC and their role, contact the Chairperson of the HSFNPC at (916) 654-2465.
- 4) Once a non-standard barrier has been reviewed by the HSFNPC, the committee's conclusions and recommendations are forwarded to Headquarters Traffic Operations for a final recommendation. If the proposal is acceptable, a letter of approval for use is signed by the Chief, Division of Traffic Operations. Depending on the proposal, the non-standard barrier may be approved as a pilot or may require a letter of approval to be signed by the District Director.
- 5) Once a non-standard barrier has been approved for use, non-standard plans and specifications will require review and approval from the various district functional units and the Headquarters office that is the "owner" of the Standards, such as, Structures Office of Design, or Office State Landscape Architect

Once these criteria are met, a non-standard barrier may be included in a highway project.



ITEM NO: 8-Bii

# REPORT TO THE CITY COUNCIL

October 19, 2021

**FROM:** David Peters, PE – City Engineer

**SUBJECT** 

Consider Resolution No. 2523 ADOPTING a Street Cutting Policy

### RECOMMENDATION

Staff recommends approval of Resolution No. 2523 adopting a Street Cutting Policy.

### BACKGROUND

In recent years, and with the recent passage of SB1, the City of Fowler has committed significant funding annually to rehabilitate the City streets. The City desires to protect this substantial investment by preserving the integrity of the pavements, reduce pavement degradation, and extend the life and structure of the pavement by limiting the activities that would damage newly paved and resurfaced streets. This Street Cutting Policy will limit developers, utility companies, and City crews from damaging newly paved or resurfaced streets.

Staff has developed a Street Cutting Policy which would place a moratorium on cutting streets receiving a seal coat, such as a slurry seal or chip seal, for a three-year period and newly constructed or reconstructed city streets for a five-year period. The policy allows for exceptions in certain extraordinary circumstances, provides requirements for patching and repairing of trenches, and addresses requirements for repairing and restoring ADA access in areas of utility and developer improvements. The intent and purpose of the policy is to protect and prolong the life of newly paved and resurfaced streets.

# **FISCAL IMPACT**

Adoption of the street cutting policy will preserve pavement life which will result in annual fiscal savings related to street repair.

# Attachments:

- Resolution No. 2523
- Street Cutting Policy

# **RESOLUTION NO. 2523**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER ADOPTING A STREET CUTTING POLICY

WHEREAS, the City of Fowler ("City") has committed significant funding annually to rehabilitate City streets and desires to protect this substantial investment by preserving the integrity of the pavements, reduce pavement degradation, and extend the life and structure of the pavement by limiting the activities that would damage newly paved and resurfaced streets; and

**WHEREAS**, the City has developed a Street Cutting Policy, attached hereto as Exhibit A and incorporated herein by reference, to protect and prolong the life of newly paved and resurfaced city streets.

**WHEREAS**, the Street Cutting Policy will limit developers, utility companies, and City crews from damaging newly paved or resurfaced streets.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that the Street Cutting Policy as contained in Exhibit A to this resolution is hereby adopted.

\*\*\*\*\*

<b>PASSED, APPROVED AND ADOPTED</b> this day of October 2021, at a regular meeting of the Fowler City Council by the following vote:
AYES: NOES: ABSTAIN: ABSENT:
APPROVED:
David Cardenas, Mayor
I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted by the City Council of the City of Fowler at a meeting thereof held on theth day of October, 2021.
ATTEST:
Angela Vasquez, Deputy City Clerk

# CITY OF FOWLER STREET CUTTING POLICY

### **BACKGROUND**

This street cutting policy is intended to limit developers, utility companies, and City crews from damaging newly paved or resurfaced streets.

Many studies have indicated that a utility cut damages an area of pavement larger than the actual area of the excavation. In line with the State of California and other cities, the City of Fowler requires anyone who cuts into the pavement of a public road to reconstruct the street from curb to curb for the full extent of the pavement cut. The City also requires all trench cuts to be T-cuts, with a wider pavement replacement width than trench width, to reduce the negative impacts of the trench cut. In addition, this policy allows the Director of Public Works to require the person repaving the excavation to apply a seal coat at any time within two years of the time of repaving.

# **PURPOSE**

A street cutting policy is justified to reduce pavement degradation and extend the life and structure of the pavement.

# **PROCEDURES**

# 1. Street cutting policy

- 3-year moratorium for pavement cuts on streets receiving a seal coat, such as a slurry seal or chip seal.
- 5-year moratorium for pavement cuts on newly constructed and reconstructed streets and for streets receiving overlays and treatments one-inch thick or greater.
- The moratorium shall be in force during the construction period for projects that include seal coats, or new street construction or street reconstruction, and the moratorium period will begin upon the filing of the Notice of Completion for the construction project including the affected streets.
- For streets that receive a seal coat, the moratorium shall begin to be enforced when the streets are sealed, and the timed moratorium period will begin upon the filing of the Notice of Completion.
- For newly constructed or reconstructed streets, the moratorium shall begin to be enforced
  when the streets are given the final pavement cap, and the timed moratorium period will
  begin upon the filing of the Notice of Completion.

- 2. Trench Repair Requirements for Streets under Moratorium If need for trenching is justified and a waiver is approved by the City Engineer, the City shall require resurfacing at least the length of excavation from curb to curb or from curb line to the raised median.
  - Lateral trenches (perpendicular to the curb) Extend T-cut grind and overlay limits to 10 feet beyond each side of the trench and over the entire lane that is impacted (regardless of street classification).
  - Longitudinal trenches (parallel to the curb If the asphalt depth is four inches or deeper, grind two inches minimum and place two inches minimum overlay over the entire lane or lanes (curb to curb or curb to median curb) that are impacted (regardless of street classification). If the existing asphalt depth is less than four inches, grind the full depth of asphalt and replace asphalt in-kind (minimum two inches) over the entire lane or lanes (curb to curb or curb to median curb) that are impacted (regardless of street classification).
  - If the existing AC depth is greater than 4-inches, grind 2 inches minimum and place 2 inches minimum overlay over the entire lane that is impacted (regardless of street classification) curb to curb.
  - If the existing AC depth is less than 4-inches, the entire lane will need to be resurfaced to meet the City's minimum structural section of 4-inches of AC over 6-inches of Class II Base.
  - Use Current City of Fowler Standard Drawing.

# 3. Excavations of streets not under the Utility Trench Moratorium

- Use City of Fowler Standard Drawing.
- **4. Proposed Waivers -** The City Engineer may grant a waiver if one or more of the following conditions are present:
  - a) A bona fide emergency exists that endangers the health and safety or property of the citizenry and requires an excavation in order to remediate the emergency.
  - b) New service to a specific location cannot be provided either through existing conduit, where trenchless technology is impractical due to soil conditions, proximity of facilities or economically impractical, and the public utility demonstrates to the City Engineer's satisfaction that the service cannot be provided from another location.
  - c) The installation or relocation of facilities by a non-government owned public utility is both required by the City, County, State or Federal Government and not required as a result of an underground utility district.
  - d) Only a non-linear excavation or exploratory excavation will be made.
  - e) Where conditions prohibit boring.

- f) Where there is a lack of working space for bore pits at each end of the street crossing bore.
- g) An open trench is required to expose existing distribution facilities in street to terminate or establish service lines, or to provide emergency repair of existing underground facilities.
- h) Existing facilities in the street conflict with the proposed bore.
- i) Joint trench use is required and if within 200 feet of an open sewer or water trench, consideration will be given to an open trench.
- j) Unusual circumstances are present and the City Engineer finds that the public interest is best served by allowing such a cut.
- 5. Americans with Disability Act (ADA) Compliance The City Engineer may require repair or replacement of the following facilities impacted by street cutting associated with this policy to maintain compliance with ADA requirements. Such improvements may require:
  - a) Repair or replacement of curb access ramps impacted by trenching or boring
  - b) Repair or replacement of sidewalks impacted by trenching or boring
  - c) Repair or replacement of valley gutters impacted by trenching or boring
  - d) Other ADA related facilities impacted by trenching or boring as deemed necessary by the City Engineer.

# **IMPLEMENTATION**

Streets that are constructed or rehabilitated and have received a Notice of Completion (NOC) on or after date of Council adoption of this policy will be subject to all provisions of this policy.



ITEM NO: 10-A

# REPORT TO THE CITY COUNCIL

October 19, 2021

FROM: Scott Cross, City Attorney

# **SUBJECT**

Consider Approval of Resolution No. 2522, A Resolution of the City Council of the City of Fowler Authorizing Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 (AB 361)

# RECOMMENDATION

Based on City Council direction during the October 5, 2021, City Council meeting, Resolution No. 2522 is presented for consideration to make the findings needed to allow City Council members to attend City Council meetings via teleconferencing pursuant to AB 361 without following typical Brown Act requirements for teleconference participation by City Council members at City Council meetings. The Resolution also authorizes the City's other commissions who meet remotely to continue doing so for as long as the City Council authorizes.

### BACKGROUND

AB 361 was enacted last month to allow legislative bodies the option of continuing to conduct meetings via teleconference or virtually without complying with the typical Brown Act requirements for conducting legislative body meetings via teleconference. AB 361 is optional during an emergency when in-person attendance is not feasible due to social distancing requirements or there is a risk to the health or safety of attendees if in-person attendance is required. If the AB 361 option is selected, Council members may participate in meetings via teleconference without complying with the typical Brown Act teleconferencing requirements under certain circumstances. If the AB 361 option is selected, the City Council must make findings every 30 days that (1) it has reconsidered the circumstances of the state of emergency, and either (a) the state of emergency continues to directly impact the ability of the members to meet safely in person, or (b) state or local officials continue to impose or recommend measures to promote social distancing.

The Governor's Executive Order N-29-20 issued on March 17, 2020, relaxed the Brown Act requirements for legislative bodies to conduct meetings remotely via teleconferencing or internet-based services such as Zoom or Webex. As a result, many legislative bodies ceased in-person

meetings altogether and went to conducting meetings exclusively via teleconference or through some other remote means. Some legislative bodies, like the City of Fowler, moved to conducting "hybrid" meetings with both in-person and remote attendance available to the legislative body members and public.

The portions of the Executive Order addressing remote meetings expired on September 30, 2021. In anticipation of that expiration, AB 361 was enacted in late September as urgency legislation and effective immediately. AB 361 provides an option to carry forward the ability for legislative bodies to continue conducting meetings remotely without satisfying the normal Brown Act requirements when council members participate in meetings from remote locations.

However, AB 361 contains certain requirements that must be met to allow for public participation by teleconference (which have already been implemented at Fowler City Council meetings) and appears to have been intended to allow those legislative bodies who had not returned to in-person meetings as of last month to continue with *exclusively* remote or virtual meetings with no requirement for any in-person attendance option. There is some split of opinion about whether AB 361 can be used to continue conducting "hybrid" meetings with both in-person and remote attendance options for legislative body members.

The manner in which Fowler City Council meetings are currently conducted provides the public with the ability to attend in person or via teleconference and complies with all applicable legal requirements. Expiration of the Governor's Executive Order on September 30, 2021 does not require the City Council to take any action or change the way City Council meetings are conducted. However, unless the AB 361 option is implemented, City Council members must either attend City Council meetings in person or the typical Brown Act requirements for teleconference attendance by any Council member would have to be followed. Those typical requirements are as follows – a majority of the Council must participate from locations within the City limits; each teleconference location must be identified on the agenda; the agenda must be posted at each teleconference location; each teleconference location must be accessible to the public so that the public can attend and participate from the remote teleconference location; and all votes must be by roll call.

Implementing the AB 361 option would not change the way members of the public are allowed to participate in meetings (both in-person and teleconference attendance is allowed) but would allow City Council members to continue to attend meetings via teleconference without complying with the typical Brown Act requirements for teleconferencing described above.

While the City Council has been conducting in-person meetings in compliance with applicable public health requirements throughout the COVID-19 pandemic, public participation in meetings was limited to exclusively teleconference for many months and Council members have occasionally participated via teleconference. The proclaimed COVID-19 emergency is still in effect and there may be occasions when the proclaimed emergency directly impacts the ability of members of the public or Council members to meet safely in person (i.e. when isolation or quarantining is required). As a result, the necessary AB 361 findings can be made, if desired. Those findings would have to be made every 30 days to continue with the relaxed Brown Act teleconference requirements. AB 361 remains in effect only until January 1, 2024.

It must be noted, however, if the AB 361 option is selected, and there is any disruption that prevents the city from broadcasting the remote meeting (i.e. audio problems or teleconference line disconnection), or there is a disruption that prevents members of the public from offering public

comments using the call-in option, AB 361 prohibits the city from taking any further action on items appearing on the meeting agenda until public access to the meeting via call-in options is restored. Meaning that if we have any technical difficulties at a City Council meeting, we would have to stop the meeting, despite the fact some Council members and the public may be attending in person.

# **FISCAL IMPACT**

No fiscal impact is anticipated whether this Resolution is approved or not.

# Attachments:

- Resolution No. 2522

# **RESOLUTION NO. 2522**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER AUTHORIZING REMOTE CITY COUNCIL MEETINGS AND COMMISSION MEETINGS DURING DECLARED STATE OF EMERGENCY IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953 (AB 361)

- **WHEREAS**, on March 4, 2020, the Governor of California declared a state of emergency in the State as a result of the COVID-19 pandemic; and
- **WHEREAS**, pursuant to Resolution 2461, approved by the Fowler City Council on March 17, 2020, the City Council declared a local emergency as a result of the threatened spread of COVID-19 in the City, surrounding areas, and the state; and
- WHEREAS, on March 17, 2020, with the issuance of Executive Order N-29-20, the Governor suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other remote means; and
- WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which placed an end date of September 30, 2021, for agencies to meet remotely; and
- WHEREAS, AB 361 was enacted on September 16, 2021, enacting certain changes to the Brown Act for teleconferencing and remote participation at public meetings as set forth in Government Code Section 54953; and
- WHEREAS, the state of emergency proclaimed by the Governor on March 4, 2020, has not been rescinded and remains in effect; and
- **WHEREAS**, the City Council has determined that teleconferencing from remote locations by the public and City Council members has not limited participation of members of the public, Council members, or other attendees at City Council or other commission meetings.

# NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOWLER RESOLVES AS FOLLOWS:

- 1. The City Council has reconsidered the circumstances of the COVID-19 state of emergency and finds that the following circumstances exist:
- A. The state of emergency continues to directly impact the ability of members of the public, City Council members, and members of other City commissions to meet safely in person; and
- B. State or local officials continue to recommend measures to promote social distancing.
- 2. This Resolution shall be effective immediately and shall be a standing item on City Council meeting agendas not more than every 30 days to reconsider the circumstances of the COVID-19 state of emergency and determine whether the state of emergency continues to directly impact the

ability of members of the public, City Council members, and members of other City commissions to meet safely in person, or whether state or local officials continue to impose or recommend measures to promote social distancing, until this Resolution is rescinded.

The foregoing resolution of the City Council of the City of Fowler was duly and regularly introduced and approved at a regular meeting of the City Council on October 19, 2021, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	APPROVED:
ATTEST:	David Cardenas, Mayor
Angela Vazquez, Deputy City Clerk	