



**FOWLER CITY COUNCIL MEETING
AGENDA
TUESDAY, FEBRUARY 15, 2022
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.

Consistent with Government Code 54953 as amended by AB 361, and City Council Resolution No. 2522, this meeting may be accessed by members of the public or City Council members via Zoom.

The telephone number and Zoom link listed below will provide access to the meeting via teleconference or video conference.

<https://us06web.zoom.us/j/88310304682?pwd=WUpUWDJlY0I5SWVHL25mbFJpWTAYQT09>

Telephone Number: (253) 215-8782

Meeting ID: 883 1030 4682

Passcode: 406636

Persons accessing the meeting will have an opportunity to provide comments at appropriate times during the meeting. To speak during a public comment period, press *9 on your phone to raise your hand or click “raise hand” in the webinar. At the appropriate time, you will be prompted to unmute yourself, and asked to identify yourself when providing public comment.

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 Taran Singh of Gurudwara Gur Nanak Parkash
4. Pledge of Allegiance
5. 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.

6. Consent Calendar

Items on the Consent Calendar are considered routine and include a recommended action from Staff and shall be acted on by one motion of the Council. If a Councilmember requests additional information or would like to pull an item for discussion, that item shall be pulled from the Consent Calendar and acted upon separately. A Councilmember may register an action on an individual item without pulling the item from the Consent Calendar. 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 which received a unanimous vote of the Councilmembers present at introduction shall be eligible for placement on the Consent Calendar.

- 6-A. RATIFY Warrants for February 15, 2022
- 6-B. APPROVE Minutes of the February 1, 2022 City Council Meeting
- 6-C. APPROVE Resolution No. 2542, A Resolution of the City Council of the City of Fowler Authorizing Continued Use of Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 as amended by AB 361. (City Attorney)
- 6-D. APPROVE Resolution No. 2543 adopting the CalPERS 457 plan and authorize the City Manager to execute all necessary documents. (Human Resources)

- 6-E. APPROVE a contract in the amount of \$697,200 with Provost & Pritchard Consulting Group for the City's General Plan Update and Environmental Impact Report (GP/EIR) and authorize the City Manager to execute the contract. (Planning)
- 6-F. ACCEPT Tract 6027 Public Improvements (Public Works)
- 6-G. ACCEPT Tract 6259 Public Improvements (Public Works)
- 6-H. APPROVE Resolution No. 2544 Authorizing a CalRecycle SB 1383 Local Assistance Grant Program application in the amount of \$20,000 for code compliance activities and authorizing the City Manager to execute necessary documents. (Public Works)
- 7. Contested Consent Calendar – Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.
- 8. General Administration
 - 8-A. Planning
 - i. APPROVE Resolution No. 2546 creating fire safety inspection fees
 - ii. APPROVE Resolution No. 2547 Authorizing Submittal of a Grant Application to the Fresno Council of Governments (COG) for Measure C Transit Oriented Development (TOD) Funds.
 - iii. APPROVE Resolution No. 2545 approving Development Impact Fees and Planning Fees for Calendar Year 2022
 - 8-B. City Manager's Office
 - i. COVID-19 Update
- 9. Staff Communications (City Manager)
- 10. Councilmember Reports and Comments
- 11. Adjourn

Next Ordinance No. 2022-03

Next Resolution No. 2548

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, February 11, 2022.

Angela Vasquez

*Angela Vasquez
Deputy City Clerk*

CITY OF FOWLER
WARRANTS LIST
February 15, 2022

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	38922-38991	February 2 thru February 9	\$ 94,878.05
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 94,878.05</u>
<u>PAYROLL COSTS</u>			
TOTAL PAYROLL COSTS			<u>\$ -</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 94,878.05</u>

NOTE:
Check #38986 Void check

SUPERION
 DATE: 02/10/2022
 TIME: 11:05:07

CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '38922' and '38991'
 ACCOUNTING PERIOD: 8/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38923	02/02/22	14519	AMAZON CAPITAL SERVICES	6700	SENIOR CRAFT SUPPLIES	0.00	167.00
1001	38923	02/02/22	14519	AMAZON CAPITAL SERVICES	6080	BLSSM TRL SUPPLIES	0.00	76.25
1001	38923	02/02/22	14519	AMAZON CAPITAL SERVICES	6030	OFFICE SUPPLIES BAGS/	0.00	75.53
1001	38923	02/02/22	14519	AMAZON CAPITAL SERVICES	6080	UTILITY SCOOP	0.00	24.95
TOTAL CHECK							0.00	343.73
1001	38924	02/02/22	10549	AT&T MOBILITY	6120	AIR CARD	0.00	595.81
1001	38925	02/02/22	14330	B&P PEST PROS	6700	PEST CONTROL	0.00	95.00
1001	38925	02/02/22	14330	B&P PEST PROS	6020	PEST CONTROL	0.00	90.00
TOTAL CHECK							0.00	185.00
1001	38926	02/02/22	10026	BCT CONSULTING	6160	WIN LIC 2X VIRTUAL PC	0.00	439.90
1001	38926	02/02/22	10026	BCT CONSULTING	5000	COMPUTER SERVICES	0.00	246.25
1001	38926	02/02/22	10026	BCT CONSULTING	6120	COMPUTER SERVICES	0.00	246.25
1001	38926	02/02/22	10026	BCT CONSULTING	6150	COMPUTER SERVICES	0.00	246.25
1001	38926	02/02/22	10026	BCT CONSULTING	6030	COMPUTER SERVICES	0.00	246.25
TOTAL CHECK							0.00	1,424.90
1001	38927	02/02/22	10024	BSK ASSOCIATES	5000	E COLI TEST	0.00	182.00
1001	38927	02/02/22	10024	BSK ASSOCIATES	5000	TCP TEST	0.00	118.00
TOTAL CHECK							0.00	300.00
1001	38928	02/02/22	10506	CALMAT CO DBA VULCAN MAT	6200	COLD MIX	0.00	196.60
1001	38929	02/02/22	10043	CARROT-TOP INDUSTRIES	6200	EAGLE/FLAG POLE	0.00	123.07
1001	38930	02/02/22	10045	CASCADE FIRE EQUIPMENT C	6130	TURN OUT BOOTS	0.00	441.26
1001	38931	02/02/22	10064	COLONIAL LIFE INSURANCE	100	EMPLOYEE DEDUCTION	0.00	142.02
1001	38931	02/02/22	10064	COLONIAL LIFE INSURANCE	100	EMPLOYEE DEDUCTION	0.00	100.70
TOTAL CHECK							0.00	242.72
1001	38932	02/02/22	12654	COMCAST	6700	CABLE 01/25-02/24	0.00	107.04
1001	38933	02/02/22	12454	CORTEZ, RAY	6120	PER DIEM	0.00	375.00
1001	38934	02/02/22	14512	CSG CONSULTANTS	6160	PLANK CHECK	0.00	1,142.81
1001	38934	02/02/22	14512	CSG CONSULTANTS	6160	PLAN CHECK INSPECTIONS	0.00	345.00
1001	38934	02/02/22	14512	CSG CONSULTANTS	6160		0.00	1,350.00
TOTAL CHECK							0.00	2,837.81
1001	38935	02/02/22	12582	DARLEY	6130	FLIR K1 CAMERA	0.00	1,334.74
1001	38936	02/02/22	14556	DAVID & CONNIE LEWIS	500	UB REFUND	0.00	23.24
1001	38937	02/02/22	14558	DOG WASTE DEPOT	6270	DOG WASTE BAGS	0.00	40.12
1001	38938	02/02/22	13826	ECS IMAGING INC	6020	LASERFICHE RENEWAL	0.00	281.33
1001	38938	02/02/22	13826	ECS IMAGING INC	6025	LASERFICHE RENEWAL	0.00	281.33
1001	38938	02/02/22	13826	ECS IMAGING INC	5000	LASERFICHE RENEWAL	0.00	281.34
TOTAL CHECK							0.00	844.00

SUPERION
 DATE: 02/10/2022
 TIME: 11:05:07

CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '38922' and '38991'
 ACCOUNTING PERIOD: 8/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38939	02/02/22	13275	FERGUSON WATERWORKS #142	5000	WRENCH	0.00	245.23
1001	38939	02/02/22	13275	FERGUSON WATERWORKS #142	5000	1 1/2 REGISTERS	0.00	921.95
TOTAL CHECK							0.00	1,167.18
1001	38940	02/02/22	14243	FOWLER ACE HARDWARE	6120	KEY BATTERY	0.00	7.93
1001	38941	02/02/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	568.25
1001	38942	02/02/22	10488	FOWLER UNIFIED SCHOOL DI	5000	WATER FUEL - DEC21	0.00	60.83
1001	38943	02/02/22	10476	FRESNO TRUCK CENTER	6130	REPAIR - UNIT #48	0.00	868.32
1001	38944	02/02/22	11116	GRAINGER	5000	WRENCH	0.00	187.82
1001	38945	02/02/22	10141	H & H TIRE SERVICES #3,	6260	FLAT REPAIR	0.00	25.00
1001	38946	02/02/22	11018	HOME DEPOT CREDIT SERVIC	6700	VINYL	0.00	7.29
1001	38946	02/02/22	11018	HOME DEPOT CREDIT SERVIC	6020	SANITIZER	0.00	26.25
1001	38946	02/02/22	11018	HOME DEPOT CREDIT SERVIC	6020	FAUCET	0.00	122.23
1001	38946	02/02/22	11018	HOME DEPOT CREDIT SERVIC	6200	COLD PATCH	0.00	700.94
TOTAL CHECK							0.00	856.71
1001	38947	02/02/22	12334	JSHONDO BEAVERS	6130	CPR CLASS FOR FIRE CR	0.00	880.00
1001	38948	02/02/22	10416	LAW & ASSOCIATES INVESTI	6120	BACKGROUND INVEST	0.00	600.00
1001	38949	02/02/22	14537	LINDE GAS & EQUIPMENT	6130	MEDICAL AIR	0.00	17.66
1001	38950	02/02/22	14559	M.E.D. ENTERPRISES INC.	2000	CONSULTING SVC	0.00	3,180.00
1001	38951	02/02/22	10201	METRO UNIFORM & ACCESSOR	6130	UNIFORM - VELIZ	0.00	337.71
1001	38952	02/02/22	10203	MID VALLEY PACKAGING & S	6020	COPY PAPER	0.00	123.09
1001	38953	02/02/22	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA - JAN22	0.00	36.45
1001	38954	02/02/22	10215	NELSON HARDWARE & GIFTS	6200	LIGHT POLE BULBS	0.00	65.06
1001	38955	02/02/22	10237	P G & E - SACRAMENTO	6200	WALTER/FRESNO	0.00	11.70
1001	38955	02/02/22	10237	P G & E - SACRAMENTO	6200	T5834 PHASE 2	0.00	38.11
1001	38955	02/02/22	10237	P G & E - SACRAMENTO	6200	T5212 SUMNER RANCH	0.00	79.78
1001	38955	02/02/22	10237	P G & E - SACRAMENTO	6200	T5088 FOWLER RANCH	0.00	124.23
1001	38955	02/02/22	10237	P G & E - SACRAMENTO	6200	T5198 SOUTH AVE	0.00	129.47
TOTAL CHECK							0.00	383.29
1001	38956	02/02/22	14560	PRINT THEORY	6080	CITY BANNER	0.00	94.37
1001	38957	02/02/22	14561	RAYMOND RODRIGUEZ	100	RECALC BP21-0434	0.00	5.05
1001	38958	02/02/22	11195	ROBERT V JENSEN INC	6160	BLDG	0.00	101.63
1001	38958	02/02/22	11195	ROBERT V JENSEN INC	6200	FUEL - STREETS	0.00	145.61

SUPERION
 DATE: 02/10/2022
 TIME: 11:05:07

CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '38922' and '38991'
 ACCOUNTING PERIOD: 8/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38958	02/02/22	11195	ROBERT V JENSEN INC	6260	FUEL - PARKS	0.00	196.82
1001	38958	02/02/22	11195	ROBERT V JENSEN INC	6130	FUEL - FIRE	0.00	200.08
1001	38958	02/02/22	11195	ROBERT V JENSEN INC	6260	FUEL - PARKS	0.00	270.71
1001	38958	02/02/22	11195	ROBERT V JENSEN INC	6130	FUEL - FIRE	0.00	322.80
1001	38958	02/02/22	11195	ROBERT V JENSEN INC	5000	FUEL - WATER	0.00	614.94
1001	38958	02/02/22	11195	ROBERT V JENSEN INC	5000	FUEL - WATER	0.00	1,048.11
TOTAL CHECK							0.00	2,900.70
1001	38959	02/02/22	13187	SECOND CHANCE ANIMAL SHE	6270	ANIMAL CONTROL SVC	0.00	1,000.00
1001	38960	02/02/22	10518	SIGNMAX!	6200	WRONG WAY SIGN	0.00	61.62
1001	38961	02/02/22	10763	SUNBELT RENTALS	6260	SCISSOR LIFT RENTAL	0.00	392.90
1001	38962	02/02/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	39.34
1001	38962	02/02/22	13543	UNIFIRST CORPORATION	6020	ADMIN SUPPLIES	0.00	54.61
1001	38962	02/02/22	13543	UNIFIRST CORPORATION	6020	ADMIN SUPPLIES	0.00	54.61
1001	38962	02/02/22	13543	UNIFIRST CORPORATION	6020	ADMIN SUPPLIES	0.00	54.61
1001	38962	02/02/22	13543	UNIFIRST CORPORATION	6130	FIRE SUPPLIES	0.00	63.76
1001	38962	02/02/22	13543	UNIFIRST CORPORATION	6130	FIRE SUPPLIES	0.00	63.76
1001	38962	02/02/22	13543	UNIFIRST CORPORATION	6130	FIRE SUPPLIES	0.00	63.76
1001	38962	02/02/22	13543	UNIFIRST CORPORATION	6130	FIRE SUPPLIES	0.00	63.76
1001	38962	02/02/22	13543	UNIFIRST CORPORATION	6130	FIRE SUPPLIES	0.00	63.76
1001	38962	02/02/22	13543	UNIFIRST CORPORATION	6200	STREETS UNIFORMS	0.00	191.41
1001	38962	02/02/22	13543	UNIFIRST CORPORATION	6260	PARKS UNIFORMS	0.00	191.41
1001	38962	02/02/22	13543	UNIFIRST CORPORATION	5000	WATER DEPT	0.00	209.38
TOTAL CHECK							0.00	1,114.17
1001	38963	02/02/22	10725	VERIZON WIRELESS	6030	CELL PHONE12/20-01/19	0.00	41.31
1001	38963	02/02/22	10725	VERIZON WIRELESS	6150	CELL PHONE12/20-01/19	0.00	41.31
1001	38963	02/02/22	10725	VERIZON WIRELESS	6020	CELL PHONE12/20-01/19	0.00	51.31
1001	38963	02/02/22	10725	VERIZON WIRELESS	6160	CELL PHONE12/20-01/19	0.00	91.90
1001	38963	02/02/22	10725	VERIZON WIRELESS	5000	CELL PHONES	0.00	341.84
1001	38963	02/02/22	10725	VERIZON WIRELESS	6120	CELL PHONE	0.00	512.13
TOTAL CHECK							0.00	1,079.80
1001	38964	02/03/22	14557	ARC ALTERNATIVES	5000	PROF SVC - SOLAR PROJ	0.00	5,630.00
1001	38965	02/09/22	14563	ALMAGUER, ABELINA	500	UB REFUND	0.00	100.00
1001	38966	02/09/22	11291	THE BUSINESS JOURNAL	6150	LEGAL ADVERTISING	0.00	316.25
1001	38967	02/09/22	10910	CITY OF SANGER	5020	19-20 SKFSA	0.00	25,365.00
1001	38967	02/09/22	10910	CITY OF SANGER	5020	18-19 SKGSA	0.00	3,471.00
TOTAL CHECK							0.00	28,836.00
1001	38968	02/09/22	12680	COPWARE INC	6120	LEGAL SOURCE BOOK	0.00	615.00
1001	38969	02/09/22	10069	COUNCIL OF FRESNO COUNTY	6150	HOUSING ELEMENT	0.00	10,000.00
1001	38970	02/09/22	11793	DON BERRY CONSTRUCTION	500	HYDRANT REFUND	0.00	976.76

SUPERION
 DATE: 02/10/2022
 TIME: 11:05:07

CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '38922' and '38991'
 ACCOUNTING PERIOD: 8/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38971	02/09/22	14248	FOWLER ACE HARDWARE	6130	STEP STOOL	0.00	29.41
1001	38971	02/09/22	14248	FOWLER ACE HARDWARE	6130	STENCIL AND PAINT	0.00	29.16
1001	38971	02/09/22	14248	FOWLER ACE HARDWARE	6130	ENGINE OIL	0.00	21.78
1001	38971	02/09/22	14248	FOWLER ACE HARDWARE	6130	METAL POLISH	0.00	10.89
1001	38971	02/09/22	14248	FOWLER ACE HARDWARE	6130	SANDPAPER	0.00	9.79
1001	38971	02/09/22	14248	FOWLER ACE HARDWARE	6130	YELLOW PAINT	0.00	5.44
TOTAL CHECK							0.00	106.47
1001	38972	02/09/22	14252	FOWLER ACE HARDWARE	6700	SUPPLIES	0.00	17.41
1001	38973	02/09/22	10488	FOWLER UNIFIED SCHOOL DI	6120	FUEL - DECEMBER	0.00	3,074.68
1001	38974	02/09/22	12132	FRESNO POLICE REGIONAL T	6120	TUITION - BARRETT	0.00	121.00
1001	38974	02/09/22	12132	FRESNO POLICE REGIONAL T	6120	TUITION - SOLIAN	0.00	121.00
1001	38974	02/09/22	12132	FRESNO POLICE REGIONAL T	6120	TUITION - CORTEZ	0.00	121.00
1001	38974	02/09/22	12132	FRESNO POLICE REGIONAL T	6120	TUITION MIRANDA	0.00	121.00
TOTAL CHECK							0.00	484.00
1001	38975	02/09/22	14259	IMAGESOURCE	6020	COPIER SVCS-02/07/22	0.00	127.90
1001	38975	02/09/22	14259	IMAGESOURCE	6150	COPIER SVCS-02/07/22	0.00	127.89
1001	38975	02/09/22	14259	IMAGESOURCE	5000	COPIER SVCS-02/07/22	0.00	127.89
1001	38975	02/09/22	14259	IMAGESOURCE	6160	COPIER SVCS-02/07/22	0.00	127.89
TOTAL CHECK							0.00	511.57
1001	38976	02/09/22	14056	KRYSTLE WOODWARD	6030	PER DIEM - CSMFO CONF	0.00	75.00
1001	38976	02/09/22	14056	KRYSTLE WOODWARD	6030	MILEAGE - CSMFO CONF	0.00	382.59
TOTAL CHECK							0.00	457.59
1001	38977	02/09/22	10189	LEAGUE OF CALIFORNIA CIT	6020	MEMBERSHIP DUES	0.00	4,562.00
1001	38978	02/09/22	14537	LINDE GAS & EQUIPMENT	6130	MEDICAL O2	0.00	119.84
1001	38978	02/09/22	14537	LINDE GAS & EQUIPMENT	6130	MEDICAL O2	0.00	125.67
1001	38978	02/09/22	14537	LINDE GAS & EQUIPMENT	6130	MEDICAL O2	0.00	126.75
TOTAL CHECK							0.00	372.26
1001	38979	02/09/22	10211	MUSIC SPECTRUM	6080	AUDIO BLOSSOM TRAIL	0.00	395.00
1001	38980	02/09/22	14565	PEERLESS PRINT & GRAPHIC	6080	BLOSSOM TRAIL SIGNS	0.00	612.18
1001	38981	02/09/22	12384	PITNEY BOWES GLOBAL FINA	6020	LEASE PAYMENT	0.00	340.98
1001	38982	02/09/22	14566	RYDIN	6030	ASSET CONTROL LABELS	0.00	359.56
1001	38983	02/09/22	12801	SAMNANG , YIN/ FOWLER DO	6080	BLOSSOM TRAIL DONUTS	0.00	60.00
1001	38984	02/09/22	14562	SANDHU, MANPREET & JAGDE	500	UB REFUND	0.00	23.24
1001	38985	02/09/22	10085	STATE OF CA DEPARTMENT O	6120	FINGERPRINT	0.00	64.00
1001	38986	02/09/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	40.25
1001	38986	02/09/22	13543	UNIFIRST CORPORATION	6700	JAN MEAL/SUPPLIES	0.00	196.17
1001	38986	02/09/22	13543	UNIFIRST CORPORATION	6700	SUPPLIES	0.00	289.37

SUPERION
 DATE: 02/10/2022
 TIME: 11:05:07

CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '38922' and '38991'
 ACCOUNTING PERIOD: 8/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38986 V	02/09/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	-40.25
1001	38986 V	02/09/22	13543	UNIFIRST CORPORATION	6700	JAN MEAL/SUPPLIES	0.00	-196.17
1001	38986 V	02/09/22	13543	UNIFIRST CORPORATION	6700	SUPPLIES	0.00	-289.37
TOTAL CHECK							0.00	0.00
1001	38989	02/09/22	10288	SMART & FINAL	6700	JAN MEAL/SUPPLIES	0.00	196.17
1001	38989	02/09/22	10288	SMART & FINAL	6700	SUPPLIES	0.00	289.37
TOTAL CHECK							0.00	485.54
1001	38990	02/09/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	40.25
1001	38991	02/09/22	14567	XPRESSYOURSELF	6080	BLSSM TRL TABLE/LINEN	0.00	1,000.00
TOTAL CASH ACCOUNT							0.00	84,869.69
TOTAL FUND							0.00	84,869.69

SUPERION
DATE: 02/10/2022
TIME: 11:05:07

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38922' and '38991'
ACCOUNTING PERIOD: 8/22

FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38922	01/26/22	14545	NTM PRODUCTIONS	2120	COUNCIL AUDIO VISUAL	0.00	7,877.35
TOTAL CASH ACCOUNT							0.00	7,877.35
TOTAL FUND							0.00	7,877.35

SUPERION
DATE: 02/10/2022
TIME: 11:05:07

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38922' and '38991'
ACCOUNTING PERIOD: 8/22

FUND - 790 - FIRE STATION PROJECT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38987	02/09/22	14564	FIRE STATION FURNITURE	7900	TWO BUNK BED SETS	0.00	1,606.30
TOTAL CASH ACCOUNT							0.00	1,606.30
TOTAL FUND							0.00	1,606.30

SUPERION
DATE: 02/10/2022
TIME: 11:05:07

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38922' and '38991'
ACCOUNTING PERIOD: 8/22

FUND - 900 - PUBLIC FINANCING AUTH

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38988	02/09/22	10214	NBS	9000	SB1029 REPORTING	0.00	524.71
TOTAL CASH ACCOUNT							0.00	524.71
TOTAL FUND							0.00	524.71
TOTAL REPORT							0.00	94,878.05

MINUTES OF THE FOWLER CITY COUNCIL MEETING
Tuesday February 1, 2022

Mayor Cardenas called the meeting to order at 7:03 p.m.

Councilmembers Present: Cardenas, Rodriquez, Kazarian (via teleconference), Mejia (via teleconference), Parra

City Staff Present: City Manager Quan, City Attorney Cross, Police Chief Alcaraz, Public Works Director Dominguez, Community Development Director Gaffery, Recreation Coordinator Hernandez, Fire Chief Lopez, City Planner Marple, Finance Director Moreno, City Engineer Peters

5. PUBLIC COMMENT

Jose Ramirez addressed the Council.

6. CONSENT CALENDAR

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

7. CONTESTED CONSENT CALENDAR

N/A

8. GENERAL ADMINISTRATION

8-A. FINANCE

- i. ACCEPT Credit Card Usage Report for July 1 through December 31, 2021**

Pursuant to Council Resolution 2363, Finance Director Moreno presented the biannual Credit Card Usage Report for July 1, 2021 through December 31, 2021. She indicated credit card expenses are submitted monthly by each department head and are approved by herself and City Manager Quan.

Mayor Pro-Tem Rodriquez made a motion to ACCEPT Credit Card Usage Report for July 1, 2021 through December 31, 2021, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Rodriquez, Parra, Cardenas, Kazarian, Mejia.

ii. Actions pertaining to the fiscal year 2021-22 mid-year budget report and budget amendments:

- **ACCEPT the fiscal year 2021-22 mid-year budget report.**
- **ADOPT Resolution No. 2538 approving fiscal year 2021-22 proposed budget amendments.**

Finance Director Moreno presented the City's fiscal mid-year budget report on revenue and expenses through December 31, 2021, and presented Staff's recommended budget adjustments and the reasoning for those adjustments. Finance Director Moreno responded to questions from various Councilmembers and explained she would include more detail in her 3rd quarter budget review which will be presented to Council in April.

Mayor Pro-Tem Rodriquez made a motion to ACCEPT the fiscal year 2021-22 mid-year budget report and ADOPT Resolution No. 2538 approving fiscal year 2021-22 proposed budget amendments, seconded by Councilmember Kazarian. The motion carried by roll call vote: Rodriquez, Kazarian, Cardenas, Mejia, Parra.

8-B. PLANNING

- i. APPROVE a contract with Dewberry Architects, Inc. in the amount of \$530,376 for police department, community center, and training center design and planning services; authorize the City Manager to negotiate and execute agreement.**

Community Development Director Gaffery provided an overview of the request for qualifications process, scope of work, and selection process. Based on this process, staff recommend Dewberry Architects, Inc.

Community Development Director Gaffery reported the scope of work will be from initial project scoping, to community engagement, conceptual design, construction documents, and construction administration. He also highlighted the community outreach component of the scope of work.

Police Chief Alcaraz discussed law enforcement needs of the facility. Mayor Pro-Tem Rodriquez inquired if the community would have the opportunity for input of the facilities. City Manager Quan stated there would be various community engagement opportunities during the process, including workshops. Councilmember Kazarian inquired about the cost of the facility. City Manager Quan reported she anticipates the cost will be between 8 and 9 million dollars contingent on a number of factors during the scoping and design process.

Councilmember Parra indicated that it should be called “Senior Center” and not “Community Center” and requested an ad-hoc committee with two Councilmembers to work in conjunction with this group. City Manager Quan noted the importance for involvement of the entire City Council with this project.

Councilmember Kazarian made a motion to APPROVE a contract with Dewberry Architects, Inc. in the amount of \$530,376 for police department, community center, and training center design and planning services; authorize the City Manager to negotiate and execute agreement, and to call it a Senior Center, not a Community Center, seconded by Councilmember Mejia. The motion carried by roll call vote: Kazarian, Mejia, Cardenas, Parra, Rodriquez.

ii. CONSIDER naming of the park in Tract 6188

City Planner Marple provided an overview of the City’s procedures for park naming. She stated a request was received to name the park within Tract 6188 “Shirakawa Park” and provided an overview of the Shirakawa family’s connection with the park site.

Members of the Shirakawa family addressed the Council. Councilmembers expressed their pleasure with the park naming and thanked the Shirakawa family for their presence.

Councilmember Kazarian made a motion to APPROVE naming of the park in Tract 6188 Shirakawa Park, seconded by Mayor Pro-Tem Rodriquez. The motion carried by roll call vote: Kazarian, Rodriquez, Cardenas, Mejia, Parra.

iii. APPROVE a cooperative agreement with the Fresno Council of Governments for the Fresno County Sixth Cycle Multijurisdictional Housing Element

City Planner Marple stated California Housing Element law requires every jurisdiction to prepare and adopt a Housing Element as part of their General Plans. She stated staff evaluated whether to pursue a housing element independently or participate in Fresno COG’s regional housing element with other cities. She reported that based on cost, complexity, and the nature of regional housing elements, staff recommend to proceed with the Fresno COG regional housing element.

Community Development Director stated Fresno COG has yet to select a consultant to perform the work, but that he will be on the selection committee.

He also stated that once costs of the consultant are known, an item would come back to City Council to give final approval.

Various Councilmembers asked questions about, and discussed, regional housing elements, and housing element costs.

Mayor Pro-Tem Rodriquez made a motion to APPROVE THE Cooperative Agreement with the Fresno Council of Governments for the Fresno County Sixth Cycle Multijurisdictional Housing Element, seconded by Councilmember Parra. The motion carried by roll call vote: Rodriquez, Parra, Cardenas, Kazarian, Mejia.

8-C. PUBLIC WORKS

- i. APPROVE a contract with DTA Finance in the amount of \$68,500 for a water rate study and formation of a City-wide community facilities district; authorize the City Manager to execute agreement.**

Public Works Director Dominguez reported the City solicited a request for proposals for qualified firms to conduct a water rate study and study the formation of a City-wide community facilities district. One proposal was received from DTA Finance. He stated staff interviewed DTA Finance and determined the firm to be experienced in similar projects across the State, well-qualified to perform the scope of work, and has previously performed successful work for the City of Fowler.

Councilmember Parra made a motion to APPROVE the contract with DTA Finance in the amount of \$68,500 for a water rate study and formation of a City-wide community facilities district; authorize the City Manager to execute agreement, seconded by Mayor Pro-Tem Rodriquez. The motion carried by roll call vote: Rodriquez, Parra, Cardenas, Kazarian, Mejia.

- ii. RECEIVE report on the City's water model and provide staff direction**

City Manager Quan informed the Council that this is the workshop they requested in a January Council meeting. City Engineer Peters provided a brief overview of the City's water model. He introduced John Ennis from Ennis Consulting who prepared the City's recent Hydraulic Water Model. Mr. Ennis discussed the present conditions of City wells and water flows. Staff responded to questions from various Councilmembers regarding residential build-out, water pressure, fire flows, and the need for an additional well in the future.

8-D. CITY MANAGER'S OFFICE

i. COVID-19 Update

City Manager Quan reported the Fresno County Department of Public Health's data shows Fowler's vaccination rate is 75%. She reminded Council the Blossom Trail Opening Ceremony is Friday at Fowler Packing.

9. STAFF COMMUNICATIONS – (CITY MANAGER)

9-A. PUBLIC WORKS DEPARTMENT

Public Works Director Dominguez updated Council on the energy conservation project.

9-B. POLICE DEPARTMENT

Police Chief Alcaraz distributed DOJ crime statistics for the month of December 2021.

9-C. COMMUNITY DEVELOPMENT DEPARTMENT

Community Developer Gaffery reported staff applied for a Cal Recycle Grant for twenty thousand dollars to help offset code enforcement costs related to organic waste compliance. He also provided an update on the California Citizens Redistricting Commission.

9-D. PLANNING DEPARTMENT

City Planner Marple reported staff applied for a Clean California Grant for 1.4 million dollars to improve lighting and streetscape amenities at Donny Wright Park and along Merced Street.

9-E. FINANCE DEPARTMENT

Finance Director Moreno provided a CBDG loan status update and sales tax update.

10. COUNCILMEMBER REPORTS AND COMMENTS

Councilmember Parra announced he will be running for the Fresno County Board of Supervisors.

Councilmember Kazarian reported he, Mayor Cardenas, and staff met with Assemblymember Arambula. He also announced longtime resident Arpie Dick passed away January 20, 2022 and shared funeral information. Councilmember Kazarian requested to close the evening's Council meeting in Arpie Dicks honor.

Mayor Cardenas announced Senator Anna Caballero's mother passed away and former Fowler Police Officer Gonzales passed away.

11. CLOSED SESSION

No reportable action was taken on the item.

12. ADJOURNMENT

Having no further business, Councilmember Parra made a motion to adjourn, Councilmember Mejia seconded. The meeting adjourned at 9:20 p.m.



FOWLER CITY COUNCIL

ITEM NO: 6-C

REPORT TO THE CITY COUNCIL

February 15, 2022

FROM: Scott Cross, City Attorney

SUBJECT

Consider Approval of Resolution No. 2542, A Resolution of the City Council of the City of Fowler Authorizing Continued Use of Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 as amended by AB 361

RECOMMENDATION

Approve Resolution No. 2542 if the City Council makes the findings required by Government Code Section 54953(e)(3) to continue to allow City Council members to attend City Council meetings via remote teleconferencing 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 to continue meeting remotely for as long as the City Council authorizes.

BACKGROUND

The City Council approved Resolution No. 2522 on October 19, 2021, authorizing remote teleconferencing for City Council and City commission meetings in accordance with Government Code Section 54953 as amended by AB 361 during the COVID-19 declared emergency. To continue with the "relaxed" remote teleconferencing for City Council and other commission meetings Government Code Section 54953 requires the City Council to 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.

Fowler City Council meetings are currently conducted in a manner that allows the public and Council members to attend in person or via teleconference in compliance with all applicable legal requirements. Approving this resolution would not change the way members of the public are allowed to participate in meetings (both in-person and teleconference attendance is allowed) and would also allow City Council members to continue to attend meetings via teleconference, if desired, without complying with the typical Brown Act requirements for teleconferencing attendance at City Council meetings.

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. Also, some state and local officials continue to recommend measures to promote social distancing. As a result, the necessary findings can be made, if desired, to continue with remote teleconferencing for City Council and other commission meetings. These findings must be made every 30 days to continue with the relaxed Brown Act teleconference requirements.

FISCAL IMPACT

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

Attachments:

- Resolution No. 2542

RESOLUTION NO. 2542

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
AUTHORIZING CONTINUED USE OF REMOTE TELECONFERENCING FOR CITY
COUNCIL MEETINGS AND COMMISSION MEETINGS DURING DECLARED
STATE OF EMERGENCY IN ACCORDANCE WITH GOVERNMENT CODE
SECTION 54953 AS AMENDED BY 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 City commission meetings; and

WHEREAS, on October 19, 2021, the City Council approved Resolution No. 2522 authorizing remote teleconferencing for City Council and City commission meetings in accordance with Government Code Section 54953 as amended by AB 361; and

WHEREAS, Government Code Section 54953, as amended by AB 361, requires the City Council to make certain findings every 30 days after approving Resolution No. 2522 in order to continue with remote teleconferencing.

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 a similar resolution shall be a standing item on City Council meeting agendas each month 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 the necessary findings required for continuing remote teleconferencing are no longer approved by the City Council.

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 February 15, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vazquez, Deputy City Clerk



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-D

REPORT TO THE CITY COUNCIL

February 15, 2022

FROM ANGELA VASQUEZ, Deputy City Clerk

SUBJECT

APPROVE Resolution No. 2543 adopting the CalPERS 457 plan and authorize the City Manager to execute all necessary documents.

RECOMMENDATION

Staff recommend the City Council approve Resolution No. 2543 adopting the CalPERS 457 plan and authorize the City Manager to execute all necessary documents.

BACKGROUND

The City currently offers a pre-tax deferred compensation plan through MissionSquare Retirement (formerly ICMA). Although some employees participate in this plan, staff determined it would be beneficial to offer multiple options in pre-tax deferred compensation plans. The CalPERS 457 plan is a recognizable brand to employees. The plan is offered at various other agencies in the Central Valley, making it a valuable recruitment and retention tool. Implementation of the plan will be a simple process as it will leverage the City's existing CalPERS relationship. As a part of the implementation, staff will conduct an outreach campaign to ensure all City employees are aware of the new deferred compensation plan.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

FISCAL IMPACT

Contributions to the CalPERS 457 plan will be made by employees with no City contribution. The City's additional processing and administration cost of the plan is de minimis.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2543
- CalPERS 457 Plan Employer Adoption Agreement
- CalPERS 457 Plan Employer Adoption New Employer Information Sheet

RESOLUTION NO. 2543

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITY OF FOWLER
ADOPTING THE CALPERS 457 PLAN**

WHEREAS, the City of Fowler desires to establish an additional deferred compensation plan for the benefit of its employees; and

WHEREAS, the Board of Administration (the “Board”) of the California Public Employees’ Retirement System (“CalPERS”) has established the CalPERS 457 Plan (the “CalPERS 457 Plan”) which may be adopted by a governmental employer the employees of which are public employees; and

WHEREAS, the City of Fowler believes that the CalPERS 457 Plan and the investment options available thereunder will provide valuable benefits to its employees; and

WHEREAS, the Board has appointed Voya Financial (the Plan Recordkeeper) to perform recordkeeping and administrative services under the CalPERS 457 Plan and to act as the Board’s agent in all matters relating to the administration of the CalPERS 457 Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that the City of Fowler adopts the CalPERS 457 Plan for the benefit of its employees and authorizes and directs the City Manager to execute the attached adoption agreement on behalf of the City and to provide CalPERS or any successor agent duly appointed by the Board with such information and cooperation as may be needed on an ongoing basis in the administration of the CalPERS 457 Plan. A copy of this resolution, the agreement, and any attachments thereto shall be on file in the City Clerk.

PASSED, APPROVED AND ADOPTED this 15th day of February 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk

Employer Adoption Agreement

The employer identified below (the “Employer”) adopts the CalPERS 457 Plan (the “CalPERS 457 Plan” or the “Plan”) for the benefit of its employees and agrees to be bound by and subject to the terms of the Plan, as it may be amended from time to time.

The Employer further agrees and represents as follows:

1. The Employer is a political subdivision of the State of California and is eligible to adopt the Plan.
2. The Employer has duly adopted a resolution (copy attached) or taken such other official action as required for its lawful adoption and implementation of the Plan and has authorized the undersigned to execute this Agreement on its behalf.
3. The Employer has received and has had the opportunity to review the following documents and information:
 - The Plan document;
 - A description of the optional provisions of the Plan;
 - A description of the investment options available to Plan participants and historical performance data for those investment options;
 - A complete description of fees and expenses that will or may be charged to Plan participants including, but not limited to, investment fees and administrative expenses; and
 - The Enrollment Kit for eligible employees, which includes forms and information for employees to participate in the Plan.

Contributions

4. The Employer understands that its employees will have the opportunity to defer their own compensation by designating an amount or percentage to be withheld from each paycheck and contributed to the Plan on the employee’s behalf.
5. The Employer understands that the Plan must be made available to all employees and agrees to offer all employees the opportunity to participate in the Plan.
6. The Employer understands that the Plan cannot be made available to individuals who are not the Employer’s common law employees and agrees not to offer such individuals the opportunity to participate in the Plan.
7. The Employer understands that each employee’s deferrals under the Plan and any other eligible deferred compensation plan maintained by the Employer are subject to certain limits imposed by the Plan and the federal tax code. The Employer agrees to limit employees’ deferrals under all plans maintained by the Employer to amounts that do not exceed applicable limitations.
8. The Employer agrees to deduct deferral amounts from employees’ salaries and wages in accordance with the employees’ elections, to remit all amounts deducted to the Plan as soon as reasonably practicable after such amounts are withheld, and to accurately report the amounts remitted.
9. The Employer understands and agrees that all amounts deferred under the Plan shall be 100% vested and shall be deposited in the Public Employees’ Deferred Compensation Fund (the “Fund”), a trust established to hold such amounts, for the exclusive benefit of participants and their beneficiaries. The Employer shall have no right to Fund assets or to sell, redeem, or otherwise liquidate Fund assets, except as provided Plan section 10.6.

Investments

10. The Employer understands and agrees that employees who defer compensation under the Plan will have the right to direct the investment of their individual Plan accounts by choosing among the investment options selected by the CalPERS Board of Administration (the "Board") and offered under the Plan. The Employer further understands and agrees that any employee who does not provide timely directions for investing his or her account will be deemed to have selected the Plan's default investment. The Plan's default investment is currently the CalPERS Target Retirement Fund designated for an employee, based on his or her expected retirement date. The Employer understands and agrees that the Board, in its sole discretion, may add, eliminate, or consolidate investment options offered under the Plan, including the Plan's default investment option.
11. The Employer further understands and agrees that certain fees are charged to Plan participants for investment and administration expenses, and that such fees will be offset against investment returns or deducted from participants' Plan accounts periodically.

Administration

12. The Employer understands and agrees that, except as specifically set forth in the Plan, the administration of the Plan and Fund is subject to the exclusive control of the Board and that the Board has the authority to retain third parties to provide investment services, record keeping, accounting, or other services for the Plan.
13. The Employer agrees to assist and cooperate in providing Plan information to employees and to follow administrative procedures established by the Board or its designee(s) from time to time.
14. The Employer has completed the attached New Employer Data Sheet, which is incorporated by reference. The Employer hereby certifies that all information provided in connection with its adoption of the Plan is true and accurate.
15. The Employer understands and agrees that the Board has retained the power and authority to amend the Plan from time to time, subject to limitations set forth in the California Government Code and the Plan. The Employer may not amend the Plan.
16. The Employer understands and agrees that its participation in the Plan may be terminated by the Employer or by the Board upon sixty (60) days advance written notice. Upon termination, all amounts held for participants will continue to be held in the Fund for the exclusive benefit of participants and their beneficiaries, except for distributions or transfers permitted under the Plan terms.

Name of Employer: **City of Fowler**

By: _____

Title: **Wilma Quan, City Manager**

Date: **February 15, 2022**

Accepted by CalPERS (or an agent duly appointed by the Board) on behalf of the Board of Administration of the California Public Employees' Retirement System

Name of Employer: _____

By: _____

Title: _____

Date: _____

New Employer Information Sheet

I. General Information

CalPERS ID: _____

City of Fowler

Employer Name

27

Number of Employees

Employee Tax Identification Number **94** - **XXXXXX** _____Fiscal Year End Date **06** / **30** / **2022** _____**128 S 5th St**

Employer Address

Fowler, CA 93625

City / State / Zip

Krystle Woodward

Payroll Contact

kwoodward@ci.fowler.ca.us

Email

559.834.3113 x106

Telephone

Margarita Moreno

Payroll Contact

mmoreno@ci.fowler.ca.us

Email

559.834.3113 x104

Telephone

Choose one:

- Add CalPERS as a Plan Provider (new enrollments only)**
- Add CalPERS as an exclusive Plan Provider and convert assets — See Section III Asset Transfer Information**

II. Contribution Information

Frequency of Payroll Deductions Weekly Bi-weekly Semi Monthly Monthly*I understand a payroll contribution file will be submitted through my|CalPERS* EFT Debit payment will be submitted via my|CalPERS EFT Credit payment will be submitted via my|CalPERS Check payment will be submitted with my|CalPERS Remittance AdviceMake check payable to **CalPERS 457 Plan** and include **Plan ID #**, and submit by standard mail or overnight.**Please mail your documentation to one of the following addresses:****Standard Delivery: (Standard Mail)**CalPERS 457 Plan
P.O. Box 942713
Sacramento, CA 94229-2713**Overnight Delivery:**CalPERS 457 Plan
400 Q Street
Sacramento, CA 95811



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-E

REPORT TO THE CITY COUNCIL

February 15, 2022

FROM THOMAS W. GAFFERY IV, Community Development Director

SUBJECT

APPROVE a contract in the amount of \$697,200 with Provost & Pritchard Consulting Group for the City's General Plan Update and Environmental Impact Report (GP/EIR) and authorize the City Manager to execute the contract.

RECOMMENDATION

Staff recommend the City Council approve a contract in the amount of \$697,200 with Provost & Pritchard Consulting Group (Consultant) for the City's GP/EIR and authorize the City Manager to negotiate and execute the contract.

BACKGROUND

The City's GP/EIR project is currently underway. A preferred alternative has been selected and the Consultant is preparing the administrative draft. Staff still anticipate the GP/EIR to be complete in early calendar 2023. The work has been occurring as a part of the Consultant's existing on-call agreement and three subsequent Task Orders, initiated on September 20, 2018, March 19, 2020, and September 20, 2020. The best practice is to contract for the GP/EIR separate from on-call services. This proposed contract includes the scope from the Task Orders approved by the previous administration, and the remaining scope to complete the GP/EIR.

To date, of the total \$697,200 GP/EIR cost, \$297,534 has been paid, \$141,396 has been invoiced but not paid, and \$258,270 in work remains to be performed. Pursuant to the terms of the Task Orders, staff advised Provost & Prichard that invoices would not be paid beyond the amounts of the agreed-upon Task Orders until an action was brought forward to City Council.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), an agency must complete environmental review prior to committing itself to a definite course of action in regard to a proposed project (CEQA Guidelines Section 15352). Environmental review must occur as early as feasible in the planning process to enable environmental considerations to influence project program and design, yet late enough to provide meaningful information for environmental assessment (CEQA Guidelines Section 15004(b)).

At this time, the City Council is not taking any action that would constitute approval of a Project. Rather, the City Council is being asked to approve a contract for the preparation of the City's GP/EIR. The agreement does not commit the City to approve the GP/EIR. The City Council retains full discretion either to approve or disapprove the project.

The appropriation of funds is therefore exempt from environmental review pursuant to CEQA Guidelines, Section 15262 (feasibility and planning studies for possible future actions that have not been approved, adopted, or funded), as well as the general rule that CEQA only applies to "projects" that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA (CEQA Guidelines Section 15061(b)(3)). Further, CEQA does not apply to regional housing needs determinations, pursuant to CEQA Guidelines Section 15283 and Government Code section 65584.

FISCAL IMPACT

The 2021-22 approved Community Development Department budget included \$195,000 towards the completion of the GP/EIR. \$190,000 in costs will be paid by LEAP and REAP grants, which have already been awarded to the City. For the fiscal year 2022-23 proposed budget, staff will include the remaining funds needed to complete the GP/EIR (anticipated to be \$15,000) as a part of the General Government budget request.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments
- Contract

**CITY OF FOWLER
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Provost & Pritchard Engineering Group d.b.a., Provost & Pritchard Consulting Group ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on February 1, 2022 ("Effective Date").

RECITALS

- A. City desires to obtain services for the development of a general plan and related environmental documents ("Services") more fully described in **Exhibit A**, which is attached hereto and incorporated 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. **Scope of Services.** 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.
2. **Priority and Conflicts; Exclusions.** 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 June 30, 2023 ("Completion Date"). This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.
4. **Payment for Services.** City shall pay Consultant for the Services performed pursuant to this Agreement on a "time-and-materials" basis according to rate(s) set forth in **Exhibit A**. The total amount paid by City to Consultant for the Services shall not exceed six hundred ninety seven thousand two hundred dollars (\$697,200).

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. Independent Contractor Status. 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. Consultant Representations; Standard of Care; Compliance with Law. 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. Subcontractor Provisions. 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. Power to Act on Behalf of City. 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. Record Keeping; Reports. 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. City agrees that if any of the Work Product are re-used or modified and re-used on another project and Consultant is not retained to provide services in connection with such or re-use, Owner shall indemnify and hold Consultant harmless from and against any and all losses, liabilities, damages, actions, causes of action, costs

and expenses, including, without limitation, reasonable attorneys' fees and costs incurred by Consultant and caused by such re-use or modified re-use. 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. Nothing herein restricts Consultant from using its standard details and conventions to provide professional services to other clients. 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. Confidentiality. 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. Conflicts of Interest. 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. Non-liability of Officers and Employees. 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. City Right to Employ Other Consultants. This Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City: For Convenience. 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. Termination by City or Consultant: For Cause. 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. Compensation to Consultant Upon Termination. 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. Effect of Termination. 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.

e. Non-Appropriation; Lack of Available Funds. The parties acknowledge that the Services to be performed under this Agreement are expected to extend beyond the City's budgeted fiscal year. If, during the term of this Agreement, or any renewal term, as applicable, the City budget does not appropriate sufficient funds for this Agreement, then City may elect to terminate this Agreement, at its sole discretion, by giving thirty (30) days' prior written notice of termination to Consultant. Upon termination of the Agreement under this section, the City shall have no further liability to pay any funds to the Consultant or to furnish any other consideration under this Agreement, and the Consultant shall not be obligated to perform any provisions of this Agreement or to provide services intended to be funded pursuant to this Agreement. If partial funds are appropriated or provided, the City shall have the option to either terminate this Agreement with no liability to the City or offer an amendment to the Consultant to reflect the reduced amount. The City represents and warrants that (i) as of the Effective Date, it has appropriated the funds for this Agreement for the current fiscal year and (ii) it shall not use the foregoing right to terminate for non-appropriation as a means to terminate for convenience. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. City budget decisions are subject to the discretion of the City Council.

18. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.

19. Indemnity and Defense. 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. Taxes. 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. Assignment. 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. Form and Service of Notices. 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. Entire Agreement. 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. Successors and Assigns. 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. Severability. 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. Applicable Law and Interpretation and Venue. 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. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. 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. Alternative Dispute Resolution. 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 statutes of limitations.

32. Non-Discrimination. 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.

33. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 17 of this Agreement, if the Services performed hereunder are not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Consultant to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Consultant. Consultant shall promptly correct the work rejected by City for failing to conform to the requirements of the Agreement. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Consultant to take all necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Consultant fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

34. Licensing. Consultant shall also obtain and maintain a City of Fowler Business License prior to commencing performance of the Services.

35. Prevailing Wages; Apprenticeship. When the Services constitute a public work under the Labor Code, the Services shall be performed in accordance with the provisions of Section 1770 et seq. of the Labor Code of the State of California, and all other applicable provisions concerning public works projects, which are hereby incorporated by reference and made a part hereof. Consultant shall be responsible for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall comply with all requirements and obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Consultant shall register with the Department of Industrial Relations, if required.

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

CONSULTANT

CITY OF FOWLER

By: _____
Heather Bashian, PE
Director of Operations

By: _____
Wilma Quan
City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Consultant
Provost & Pritchard Engineering Group, d.b.a.,
Provost & Pritchard Consulting Group
455 West Fir Avenue
Clovis, CA 93611
559.449.2700

City
City of Fowler
128 South 5th Street
Fowler, CA 93625
559.834.3113

EXHIBIT A

Scope of Services

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 C**. 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. Minimum Limits of Insurance. 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 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 \$2,000,000 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 \$2,000,000 per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. 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. Other Insurance Provisions. 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. Maintenance of Insurance. 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. Subcontractors. 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. Special Risks or Circumstances. 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. Indemnity and Defense. 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.



FOWLER CITY COUNCIL

ITEM NO: 6-F

REPORT TO THE CITY COUNCIL

February 15, 2022

FROM: David Peters, City Engineer

SUBJECT

ACCEPT Tract 6027 Public Improvements

RECOMMENDATION

Staff recommends the City Council accept the Tract 6027 public improvements constructed by Three Crowns Industrial Park, Inc., authorize the City Engineer to file the notice of completion, and release bonds associated with the project.

BACKGROUND

On June 17th, 2014, the City Council approved Final Map 6027 for development of a 10-lot subdivision on the southeast corner of the Temperance Avenue / East Valley Drive intersection.

The final map approval was conditioned upon development of certain public improvements such as streets and underground utilities including water, sewer, storm drainage, electrical, and communication facilities. These public improvements have been constructed to the satisfaction of the City Engineer and Public Works Director and are recommended for acceptance by the City Council.

The Council's acceptance of the improvements will begin the one-year warranty period.

FISCAL IMPACT

None

ATTACHMENTS

None



FOWLER CITY COUNCIL

ITEM NO: 6-G

REPORT TO THE CITY COUNCIL

February 15, 2022

FROM: David Peters, City Engineer

SUBJECT

ACCEPT Tract 6259 Public Improvements

RECOMMENDATION

Staff recommends the City Council accept the Tract 6259 public improvements constructed by K Hovnanian Homes, authorize the City Engineer to file the notice of completion, and release bonds associated with the project.

BACKGROUND

On December 2, 2019, the City Council approved Final Map 6259 for development of a 74-lot subdivision in the northeast corner of Sunnyside Avenue / South Avenue intersection. The tract is the second phase of the subdivision approved under Tentative Tract Map 5834 in 2007 and is being developed by K Hovnanian Homes.

The final map approval was conditioned upon development of certain public improvements such as streets and underground utilities including water, sewer, storm drainage, electrical, and communication facilities. These public improvements have been constructed to the satisfaction of the City Engineer and Public Works Director and are recommended for acceptance by the City Council.

The Council's acceptance of the improvements will begin the one-year warranty period.

FISCAL IMPACT

None

ATTACHMENTS

None



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-H

REPORT TO THE CITY COUNCIL

February 15, 2022

FROM THOMAS W. GAFFERY IV, Community Development

SUBJECT

APPROVE Resolution No. 2544 authorizing a CalRecycle SB 1383 Local Assistance Grant Program application in the amount of \$20,000 for code compliance activities and authorizing the City Manager to execute necessary documents

RECOMMENDATION

Staff recommend the City Council approve Resolution No. 2544 authorizing a CalRecycle SB 1383 Local Assistance Grant Program application in the amount of \$20,000 for code compliance activities and authorizing the City Manager to execute necessary documents

BACKGROUND

Council previously approved a text amendment to Fowler Municipal Code in order to comply with the organic waste requirements of SB 1383. This CalRecycle formula grant is intended to offset costs related to enforcement of, and education about, the SB 1383 requirements. If awarded, the \$20,000 will be used to offset code enforcement costs including equipment, citation processing, staff time, and resident outreach and education. Staff submitted the grant application by the February 1, 2022 deadline and must submit a City Council resolution by March 1, 2022 in order for the application to be deemed complete for first round funding.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

FISCAL IMPACT

This grant will provide funds to offset code compliance costs related to SB 1383.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2544

RESOLUTION NO. 2544

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
AUTHORIZING SUBMITTAL OF AN APPLICATION FOR THE CALRECYCLE
SB 1383 LOCAL ASSISTANCE GRANT PROGRAM**

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (“CalRecycle”) to administer various grant programs (“Grants”) in furtherance of the State of California’s (“State”) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the Grants; and

WHEREAS, CalRecycle Grant application procedures require, among other things, an applicant’s governing body to declare by resolution certain authorizations related to the administration of CalRecycle Grants; and

WHEREAS, City intends to apply for CalRecycle Grant funding; and

WHEREAS, it is in the best interest of the City to pursue Grant funding from CalRecycle.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that:

1. Submittal of an application for the CalRecycle for SB 1383 Local Assistance Grant Program is authorized.
2. The City Manager is hereby authorized and empowered to execute in the name of the City all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.
3. These authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 15th day of February 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Ai

REPORT TO THE CITY COUNCIL

February 15, 2022

FROM THOMAS W. GAFFERY IV, Community Development Director

SUBJECT

APPROVE Resolution No. 2546 creating fire safety inspection fees

RECOMMENDATION

Staff recommend the City Council approve Resolution No. 2546 creating fire safety inspection fees.

BACKGROUND

The City is required to perform certain fire safety inspections pursuant to Article 2 of Chapter 1 of Part 2 of Division 12 of the Health and Safety Code, including but not limited to Sections 13145 and 13146. These inspections include educational uses, hotels, congregate living facilities, multifamily housing and others.

The Health and Safety Code also allows the City to collect an inspection fee. The proposed inspection fee reflects the City's direct costs for contracted inspectors to perform the inspections, as well as City staff time to administer the program. The proposed fee also includes an automatic inflation adjustment to ensure the City continues to recoup its costs in the future.

Once approved, staff will begin the process of scheduling inspections. The inspection scheduling and follow-up process will be integrated with the existing building permit, planning entitlement, and business license process management software.

ENVIRONMENTAL REVIEW

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

FISCAL IMPACT

The fire safety inspection fee will recoup City staff time and inspection contractor costs.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2546
- Resolution No. 2546, Exhibit A

RESOLUTION NO. 2546

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER CREATING FIRE SAFETY INSPECTION FEES

WHEREAS, the City is required to perform certain fire safety inspections pursuant to Article 2 of Chapter 1 of Part 2 of Division 12 of the Health and Safety Code, including but not limited to Sections 13145 and 13146; and

WHEREAS, conducting fire safety inspections is important to the public safety of Fowler residents; and

WHEREAS, the City is authorized to collect a fee for fire safety inspections pursuant to Section 13146 of the Health and Safety Code; and

WHEREAS, the City currently does not currently have a fee for fire safety inspections and therefore intends to establish a fee for fire safety inspections, as authorized by Section 13146 of the Health and Safety Code; and

WHEREAS, the fees shall not exceed the estimated reasonable cost of providing the service for which the fees are charged pursuant to Section 13146 of the Health and Safety Code and Section 66014 Government Code; and

WHEREAS, the rates set forth in **Exhibit A** reflect those reasonable costs; and

WHEREAS, a duly noticed public hearing was held at the regular City Council meeting on February 15, 2022; and

WHEREAS, it is in the best interest of the City in order to promote the public safety of Fowler residents that the City Council adopt a fee for fire safety inspections.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that:

1. There is hereby adopted a fire safety inspection fee.
2. The fire safety inspection fee shall be set at the rate(s) set forth in **Exhibit A**.
3. The fee shall be adjusted each calendar year to account for inflation, as described in **Exhibit A**.

PASSED, APPROVED AND ADOPTED this 15th day of February 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk

CITY OF FOWLER
Master Fee Schedule

Community Development Department

Fire Safety Inspections:

Description	Rate	Reso/FMC	Reso/FMC Date
Inspection	\$99.00 per hour [^]		
Reinspection (all violations corrected)	\$0.00		
Reinspection (violations present)	Hourly Rate + \$100.00		

[^] Adjusted on July 1 annually, beginning July 1, 2023, based on a 12 month percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) series "All items in San Francisco-Oakland-Hayward, CA, urban wage earners and clerical workers, not seasonally adjusted" for the most current month data is available.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Aii

REPORT TO THE CITY COUNCIL

February 15, 2022

FROM DAWN MARPLE, City Planner

SUBJECT

APPROVE Resolution No. 2547 Authorizing Submittal of a Grant Application to the Fresno Council of Governments (COG) for Measure C Transit Oriented Development (TOD) Funds.

RECOMMENDATION

Staff recommend the City Council approve Resolution No. 2547 Authorizing Submittal of a Grant Application to the Fresno Council of Governments (COG) for Measure C Transit Oriented Development (TOD) Funds.

BACKGROUND

The TOD program was created as a part of the 2006 Measure C Extension Plan. As recommended by the Measure C legislation, a TOD Technical Advisory Committee developed guidelines to provide guidance on the implementation of the TOD program. The TOD Program Guidelines were approved by the Fresno COG Policy Board and the Fresno Transportation Authority (FCTA) Board. A scoring committee membership was defined by the TOD Technical Advisory Committee and also approved by both Boards.

The TOD program will generate \$16.9 million during the 20-year lifespan of the Measure C program based on the estimation in December 2012. It is estimated that the TOD program is accruing about \$850,000 annually. There is approximately \$1,445,000 available in the program for the 10th funding cycle.

The City of Fowler is currently preparing a grant application that is due on February 28, 2022 pursuant to the grant program guidelines. The project proposed by the grant application is a capital improvement project that will facilitate bike lane connectivity to the Fresno County Rural Transit Agency (FCRTA) bus stop at 7th and Merced Streets.

ENVIRONMENTAL REVIEW

Submitting the grant application is not considered a “project” as defined by Public Resources Code Section 21065 and CEQA Guidelines Section 15378. Submitting the application will not cause a direct or indirect change in the environment. However, if awarded the grant the City will prepare an environmental document pursuant to the CEQA Guidelines.

FISCAL IMPACT

If awarded, the City would receive funds to implement the project. A City match is not required for this project.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2547

RESOLUTION NO. 2547

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER AUTHORIZING
SUBMITTAL OF A GRANT APPLICATION FOR THE FRESNO COG MEASURE C TOD
PROGRAM CYCLE 10**

WHEREAS, the Fresno Council of Governments Measure C TOD Program Cycle 10 grant applications are due on February 28, 2022; and

WHEREAS, said procedures established by the Fresno Council of Governments require the grantee's governing body to certify by resolution the approval of project application(s); and

WHEREAS, the City of Fowler intends to file a grant application for the Fresno Council of Governments Measure C TOD Program Cycle 10; and

WHEREAS, the application intends to facilitate connectivity through the City to the bus shelter on 7th and Merced Streets ("Project"); and

WHEREAS, the City of Fowler, as grantee, if awarded, will enter into a contract with the Authority to complete the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fowler hereby:

1. Approves the filing of the Project application for Fresno COG Measure C TOD Program Cycle 10 funds.
2. Delegates authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope.
3. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations and guidelines.

PASSED, APPROVED AND ADOPTED this 15th day of February 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk



FOWLER CITY COUNCIL

ITEM NO: 8-Aiii

REPORT TO THE CITY COUNCIL

February 15, 2022

FROM: David Peters, City Engineer

SUBJECT

APPROVE Resolution No. 2545 approving Development Impact Fees and Planning Fees for Calendar Year 2022

RECOMMENDATION

Staff recommend the City Council approve Resolution No. 2545 approving development impact fees and planning fees for calendar year 2022.

BACKGROUND

The City of Fowler ("City") imposes planning fees in order to offset the cost to the City of processing, reviewing, and approving planning and development applications. The amounts of the planning fees are set by City Council resolution. Planning fees are increased annually based on the Engineering News Record (ENR) Construction Cost Index.

The ENR construction cost index for 2022 is 8.0%. An inflationary increase in the planning fees is necessary to offset increased costs in processing and mitigating impacts generated by proposed development projects. Staff recommends increasing the 2021 fees by 8.0% to reflect the increase in costs, according to the Construction Cost Index. The updated fee schedule is set forth in Exhibits A to the attached Resolution.

Inflationary adjustments do not increase the basis for fees and are therefore not considered fee increases pursuant to Government Code section 66001.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

FISCAL IMPACT

An inflationary increase in planning fees will offset increased costs in processing and mitigating impacts generated by proposed development projects.

ATTACHMENTS

- Resolution No. 2545
- Resolution No. 2545, Exhibit A

RESOLUTION NO. 2545

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING
DEVELOPMENT AND PLANNING FEES FOR 2022**

WHEREAS, pursuant to Government Code Sections 66000 et seq. and 66014 the City is authorized to impose planning fees on new development projects; and

WHEREAS, Resolution No. 2206 allows allow for an annual inflationary adjustment in the planning fees to reflect increases in construction costs, by a percentage equal to the National Average Construction Cost Index as published by the Engineer News Record; and

WHEREAS, such inflationary adjustments do not increase the basis of the planning fees and are therefore not considered increases in development impact or planning fees pursuant to Government Code section 66001; and

WHEREAS, the planning fees shall not exceed the estimated reasonable cost of providing the service for which the planning fees are charged pursuant to Government Code section 66014; and

WHEREAS, the inflationary index for 2022 is 8.0%; and

WHEREAS, the rates set forth in **Exhibit A** reflect a 8.0% inflationary adjustment.

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

1. The rates, fees and charges set forth in **Exhibit A** for the planning fees for the City of Fowler are hereby **APPROVED** and **EFFECTIVE** January 1, 2022.

PASSED, APPROVED AND ADOPTED this 15th day of February 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk

Exhibit A
City of Fowler
Planning Fee Schedule 2022

Type of Application	2021 Fee	2022 Increase %	2022 Fee	Notes
Abandoned Residential Property Registration	\$295.00	8.0%	\$319	
Abandonment of Right-of-Way	\$2,359.98	8.0%	\$2,549	
Accessory Dwelling Unit	\$750.00	8.0%	\$750	
Administrative Review	\$870.84	8.0%	\$941	See Notes 1, 2
Administrative Review - Sidewalk Displays	\$147.50	8.0%	\$159	
Annexation / Pre-zone (0-6 acres)	\$6,165.48	8.0%	\$6,659	See Notes 1, 2
Annexation / Pre-zone (6 plus acres)	\$9,035.22	8.0%	\$9,758	See Notes 1, 2
Annexation Extension	\$590.00	8.0%	\$637	
Appeal to the City Council	\$30.67	8.0%	\$33	
Appeal to the Planning Commission	\$149.86	8.0%	\$162	
Building Demolition Permit	\$479.07	8.0%	\$517	
Building Moving Permit	\$560.50	8.0%	\$605	
Deferral Agreement	\$779.41	8.0%	\$842	
Density Bonus Request	\$556.72	8.0%	\$601	See Notes 1, 2
Finding of EIR Conformity	\$1,670.15	8.0%	\$1,804	See Note 3
Health and Safety Inspection	\$100.21	8.0%	\$108	
In Lieu Parking Fee (at least 75% of parking requirement must be met, per space)	\$5,010.45	8.0%	\$5,411	
Out of Area Service Agreement	\$1,113.44	8.0%	\$1,203	See Notes 1, 2
Temporary Sign/Banner	\$33.41	8.0%	\$36	
Water Well Demolition	\$462.08	8.0%	\$499	
Conditional Use Permit				
Conditional Use Permit	\$2,102.75	8.0%	\$2,271	See Notes 1, 2
Conditional Use Permit - Amendment	\$2,178.27	8.0%	\$2,353	See Notes 1, 2
Conditional Use Permit - Extension	\$1,039.57	8.0%	\$1,123	
Conditional Use Permit - Major (greater than 1 acre site)	\$2,065.43	8.0%	\$2,231	See Notes 1, 2
Conditional Use Permit - Minor (less than 1 acre site/or use within structure)	\$1,035.49	8.0%	\$1,118	See Notes 1, 2
Temporary Use Permit	\$159.30	8.0%	\$172	
Development Agreement	\$4,719.98	8.0%	\$5,098	See Notes 1, 2
Development Agreement - Amendment	\$1,475.00	8.0%	\$1,593	
Environmental Review				
Categorical Exemption	\$435.42	8.0%	\$470	
Environmental Review - Negative Declaration	\$5,426.79	8.0%	\$5,861	See Notes 1, 2, 3
Environmental Review - Mitigated Negative Declaration	\$6,782.61	8.0%	\$7,325	See Notes 1, 2, 3
Environmental Review - EIR	\$12,296.72	8.0%	\$13,280	See Notes 1, 2, 3
Environmental Notice of Determination - Negative Declaration	-----	-----	-----	See Note 4
Environmental Notice of Determination - EIR	-----	-----	-----	See Note 4
General Plan Amendment				
Major (greater than 5 acre sites)	\$4,509.40	8.0%	\$4,870	See Notes 1, 2
Minor (5 acre or less sites)	\$2,254.71	8.0%	\$2,435	See Notes 1, 2
General Plan Amendment with Concurrent Rezoning				
Major (greater than 5 acre sites)	\$6,680.60	8.0%	\$7,215	See Notes 1, 2
Minor (5 acre or less sites)	\$3,340.30	8.0%	\$3,608	See Notes 1, 2
Garage Sale Permit (after 2 sales)	\$30.67	8.0%	\$33	
Home Occupation Permit	\$44.54	8.0%	\$48	

Land Division Applications				
Lot Line Adjustment	\$1,735.77	8.0%	\$1,875	See Notes 1, 2
Tentative Parcel Map	\$4,561.86	8.0%	\$4,927	See Notes 1, 2
Final Parcel Map	\$4,247.98	8.0%	\$4,588	See Notes 1, 2
Revised Parcel Map	\$1,718.07	8.0%	\$1,856	See Notes 1, 2
Tentative Subdivision Map - Small (5-10 lots)	\$9,128.44	8.0%	\$9,859	See Notes 1, 2
Tentative Subdivision Map - Greater than 10 lots	\$10,859.49	8.0%	\$11,728	See Notes 1, 2
Final Subdivision Map - Small (5-10 lots)	\$3,031.40	8.0%	\$3,274	
Final Subdivision Map - Greater than 10 lots	\$4,673.95	8.0%	\$5,048	
Revised Tentative Subdivision Map	\$6,216.20	8.0%	\$6,713	See Notes 1, 2
Tentative Tract Map Extension	\$1,039.57	8.0%	\$1,123	
Landscaping / Conservation Review - Residential	\$621.85	8.0%	\$672	
Landscaping / Conservation Review - Commercial	\$1,275.58	8.0%	\$1,378	
Manufactured Housing Permit	\$423.62	8.0%	\$458	
Sign Review	\$125.08	8.0%	\$135	
Site Plan Review				
Major (greater than 1 acre sites)	\$2,471.82	8.0%	\$2,670	See Notes 1, 2
Minor (1 acre or less sites)	\$1,235.92	8.0%	\$1,335	See Notes 1, 2
Preliminary Map/Site Plan Review (after 1 review)	\$750.00		\$750	
Variance				
Major (commercial, industrial, multifamily)	\$1,714.69	8.0%	\$1,852	See Notes 1, 2
Minor (single family residential)	\$857.34	8.0%	\$926	See Notes 1, 2
Minor Deviation	\$123.90	8.0%	\$134	
Zoning				
Classification of Zoning Use	\$590.00	8.0%	\$637	
Rezoning				
Major Change (map change greater than 5 acres)	\$4,448.17	8.0%	\$4,804	See Notes 1, 2
Minor Change (map change 5 acres or less/or text amendment)	\$2,226.86	8.0%	\$2,405	See Notes 1, 2
Zone Map Amendment	\$4,530.00	8.0%	\$4,892	See Notes 1, 2
Zone Text Amendment	\$4,387.22	8.0%	\$4,738	See Notes 1, 2

Notes:

1. More Complex projects require a consultant proposal for estimated cost.
2. Should a project require additional study, staff time, public hearings, or notification, then additional funds shall be deposited in an amount determined by the Director.
3. For Negative Declarations and EIRs prepared by qualified consultants under contract to the City, the fee shall be cost + 15%.
4. CEQA filing fees shall be as required by the California Department of Fish and Wildlife website and shall include filing fees for the Fresno County Clerk. Checks in the required amount shall be deposited with the City prior to the final public hearing adopting the environmental document and shall be returned if the project is denied.

Refunds:

1. If an application is withdrawn or returned before it is deemed complete or within two weeks of submittal, whichever occurs first, then the applicant shall be entitled to a full refund.
2. If an application is withdrawn or returned after the initial period described above, but no later than six months after submittal and prior to scheduling for a hearing or an administrative decision, then the applicant shall be refunded half of the application fees.
3. After six months from application submittal, or once an application has been scheduled for a public hearing or administrative decision, whichever occurs first, no refunds shall be given.