



**SPECIAL JOINT MEETING OF THE FOWLER CITY COUNCIL AND  
THE FOWLER PUBLIC FINANCING AUTHORITY**

**AGENDA**

**TUESDAY, JUNE 7, 2022**

**6:00 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](mailto: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.

En cumplimiento con la Acta de Americanos con Discapacidades si necesita asistencia o adaptaciones para acceder a las Cámaras del Concejo de la Ciudad o participar en esta reunión, comuníquese con el secretario de la ciudad al (559) 834-3113 x102. También puede ponerse en contacto con el secretario si necesita servicios de traducción. La notificación al menos 48 horas antes de la reunión permitirá a la Ciudad hacer arreglos razonables para garantizar la accesibilidad.

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/81025274703?pwd=bUs4Qm1pWnc4QXpEVIIIz0RBb3dxQT09>

**Telephone Number: (253) 215-8782**

**Meeting ID: 810 2527 4703**

**Passcode: 121761**

**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.fowlerciv.org](http://www.fowlerciv.org).

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

1. Meeting Called to Order
2. Roll Call
3. Invocation by Pastor Jesus Valencia from Vision Church
4. Pledge of Allegiance
5. 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 June 7, 2022
- 6-B. APPROVE Minutes of the May 3, 2022 City Council Special Meeting
- 6-C. APPROVE Minutes of the May 3, 2022 City Council Meeting

- 6-D. APPROVE Resolution No. 2559, 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-E. ACCEPT a donation to the City in the amount of \$2,500 from Waste Management for a future project in honor of Mayor David Cardenas (City Manager)
- 6-F. Actions pertaining to the California Department of Transportation Grants:
  - 1. APPROVE Resolution No. 2560 Authorizing the City Manager to execute agreements with the California Department of Transportation for the City of Fowler Bicycle, Pedestrian, and Trails Master Plan
  - 2. APPROVE Resolution No. 2561 Authorizing the City Manager to execute agreements with the California Department of Transportation for the Active Transportation Program Cycle VI Grant Program (Planning)
- 6-G. APPROVE First Amendment to the Professional Services Agreement with CSG Consultants, Inc. dated July 20, 2021 for on-call plan check and inspection services, increasing the contract amount by \$11,000 for a total contract amount not to exceed \$60,000 (Planning)
- 6-H. ADOPT Ordinance No. 2022-03, an Ordinance of the City of Fowler Adopting a Military Equipment Use Policy Pursuant to Assembly Bill 481 (Police) (Item to be continued to June 21, 2022 Council meeting)
- 6-I. RECEIVE AND FILE: Solid Waste Rate Update (Public Works)
- 6-J. APPROVE Resolution No. 2562 Authorizing the City Manager to execute documents related to the City of Fowler Water Supply Reliability Project Grant Application (Public Works)
- 6-K. AWARD the Fiscal Year 21-22 Streets Project (Public Works)
- 6-L. Actions pertaining to Adoption of Fiscal Year 2022/2023 (Finance)
  - i. ADOPT Resolution No. 2563, A Resolution of the City Council of the City of Fowler, acting in its capacity as City Council to the City, successor agency to the former Redevelopment Agency, and as the Board of the Public Financing Authority, adopting the Final Annual Budget of the City of Fowler and providing for the appropriation and expenditure of all sums set forth in said Final Budget for the 2022/2023 Fiscal Year
  - ii. ADOPT Resolution No. 2564, A Resolution of the City Council of the City of Fowler Adopting the Annual Appropriations Limit for Fiscal year 2022/2023 pursuant to Article XIII B of the California Constitution

- iii. ADOPT Resolution No. 2565, A Resolution of the City Council of the City of Fowler establishing the number of full-time positions authorized in the City for 2022/2023 Fiscal Year
  - iv. ADOPT Resolution No. PFA 2022-01, A Resolution of the Fowler Public Financing Authority, County of Fresno, State of California, Adopting the Public Financing Authority Annual Budget and Appropriating Revenue of the Authority for the 2022/2023 Fiscal Year
- 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. Public Works
    - i. APPROVE a contract with Pacific Solar Inc., in the amount of \$155,020.52 for the Fire Station Solar Project and authorize the City Manager or her designee to execute the agreement (Item to be continued to June 21, 2022 City Council meeting)
    - ii. APPROVE a contract with Advanced Lighting Services Inc., in the amount of \$101,527.23 for the Lighting (LED) Project Phase 1 and authorize the City Manager or her designee to execute the agreement (Due to On Bill Financing there is no cost to the City)
    - iii. Public Hearing to APPROVE Resolution No. 2566, a Resolution Confirming Diagram and Assessment of Annual Levy – 2022/23 for Landscaping and Storm Drainage Facilities Management District No. 1 (Item to be continued to July 19, 2022 City Council meeting)
  - 8-B. City Manager's Office
    - i. APPROVE an Agreement for Fire Protection Services with Fresno County Fire Protection District for July 1, 2022 through June 30, 2025 in the amount of \$675,000 with annual escalations
- 9. Staff Communications (City Manager)
- 10. Councilmember Reports and Comments
- 11. Closed Session
  - 11-A. Government Code Section 54957  
Public Employee Performance Evaluation  
Title: City Attorney
  - 11-B. Government Code Section 54957.6  
Conference with Labor Negotiators  
Agency designated representative: City Manager  
Unrepresented employee: City Attorney



12. Adjourn

*Next Ordinance No. 2022-04  
Next Resolution No. 2567*

*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, June 3, 2022.*

*Angela Vasquez*

*Angela Vasquez  
Deputy City Clerk*

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CITY OF FOWLER  
WARRANTS LIST  
June 7, 2022

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<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	39382-39652	May 9 thru June 1	\$ 679,135.28
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 679,135.28</u>
<u>PAYROLL COSTS</u>			
First May Bi-Monthly Payroll		May 15, 2022	\$ 97,797.77
Second May Bi-Monthly Payroll		May 31, 2022	\$ 100,445.62
TOTAL PAYROLL COSTS			<u>\$ 198,243.39</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 877,378.67</u>

**NOTE:**

Check #38382-#39457	Void checks - Printing issue
Check #39503-#39512	Void checks - Printing issue
Check #39517-#39521	Void checks - Printing issue
Check #39551-#39585	Void checks - Printing issue

SUPERION  
DATE: 06/02/2022  
TIME: 12:11:24

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39382' and '39652'  
ACCOUNTING PERIOD: 12/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39458	05/09/22	10007	ALERT-O-LITE, INC	6200	SUPPLIES-PW	0.00	210.37
1001	39458	05/09/22	10007	ALERT-O-LITE, INC	6200	SUPP-GLASSES	0.00	46.34
TOTAL	CHECK						0.00	256.71
1001	39459	05/09/22	14519	AMAZON CAPITAL SERVICES	6120	PRINTER DRUM CLETS	0.00	165.63
1001	39459	05/09/22	14519	AMAZON CAPITAL SERVICES	6025	SUPPLIES-CTY CLRK	0.00	11.64
1001	39459	05/09/22	14519	AMAZON CAPITAL SERVICES	5000	RECEIPT BOOK	0.00	10.37
TOTAL	CHECK						0.00	187.64
1001	39460	05/09/22	14557	ARC ALTERNATIVES	5000	CONSULTINGSVC-03/22	0.00	4,698.50
1001	39461	05/09/22	14330	B&P PEST PROS	6700	PEST CONTROL 4-25-22	0.00	95.00
1001	39461	05/09/22	14330	B&P PEST PROS	6020	PEST CONTROL 4-25-22	0.00	90.00
TOTAL	CHECK						0.00	185.00
1001	39462	05/09/22	10026	BCT CONSULTING	6150	HELP DESK SVC	0.00	375.00
1001	39462	05/09/22	10026	BCT CONSULTING	6030	HELP DESK SVC	0.00	375.00
1001	39462	05/09/22	10026	BCT CONSULTING	5000	HELP DESK SVC	0.00	375.00
1001	39462	05/09/22	10026	BCT CONSULTING	6120	HELP DESK SVC	0.00	375.00
1001	39462	05/09/22	10026	BCT CONSULTING	6150	COMP SVC 5-1-22	0.00	370.04
1001	39462	05/09/22	10026	BCT CONSULTING	5000	COMP SVC 5-1-22	0.00	370.04
1001	39462	05/09/22	10026	BCT CONSULTING	6120	COMP SVC 5-1-22	0.00	370.02
1001	39462	05/09/22	10026	BCT CONSULTING	5000	DELL LCD MONITOR	0.00	277.38
1001	39462	05/09/22	10026	BCT CONSULTING	6030	COMP SVC 5-1-22	0.00	370.04
1001	39462	05/09/22	10026	BCT CONSULTING	5000	VOLP SVC 5-1-22	0.00	246.25
1001	39462	05/09/22	10026	BCT CONSULTING	6120	VOLP SVC 5-1-22	0.00	246.25
1001	39462	05/09/22	10026	BCT CONSULTING	6150	VOLP SVC 5-1-22	0.00	246.25
1001	39462	05/09/22	10026	BCT CONSULTING	6030	VOLP SVC 5-1-22	0.00	246.25
1001	39462	05/09/22	10026	BCT CONSULTING	5000	FIREWALL RENEWAL	0.00	224.99
1001	39462	05/09/22	10026	BCT CONSULTING	6120	FIREWALL RENEWAL	0.00	224.99
1001	39462	05/09/22	10026	BCT CONSULTING	6150	FIREWALL RENEWAL	0.00	224.99
1001	39462	05/09/22	10026	BCT CONSULTING	6030	FIREWALL RENEWAL	0.00	224.98
1001	39462	05/09/22	10026	BCT CONSULTING	6120	DELL LATITUDE	0.00	1,948.98
TOTAL	CHECK						0.00	7,091.45
1001	39463	05/09/22	10024	BSK ASSOCIATES	5000	SUPPLIES-WATER	0.00	788.00
1001	39463	05/09/22	10024	BSK ASSOCIATES	5000	SUPPLIES-WATER	0.00	182.00
TOTAL	CHECK						0.00	970.00
1001	39464	05/09/22	14618	BURTONS FIRE	6130	HANDLELOKS-2	0.00	689.44
1001	39465	05/09/22	11291	THE BUSINESS JOURNAL	6120	PUB HEAR-P.D.AB481	0.00	247.50
1001	39466	05/09/22	14053	CENTRAL VALLEY GUNS	6120	CLEAN/INSPECT HANDGUN	0.00	535.17
1001	39466	05/09/22	14053	CENTRAL VALLEY GUNS	6120	WEAPONS AMMUNITION	0.00	3,715.27
TOTAL	CHECK						0.00	4,250.44
1001	39467	05/09/22	14617	CENTURION COIN & EMBLEM	6120	UNIFORM PATCHES	0.00	415.68
1001	39468	05/09/22	10358	CITY OF FRESNO STREET MA	6200	SIGNAL LIGHT MAINT	0.00	4,850.22
1001	39469	05/09/22	10648	COLLEGE OF THE SEQUOIAS	6120	TRNG/JIMENEZ/HARO	0.00	300.00

SUPERION  
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CITY OF FOWLER  
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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39470	05/09/22	11226	COMMUNITY MEDICAL CENTER	6120	BLOOD DRAW	0.00	175.00
1001	39471	05/09/22	14429	CORE & MAIN	6260	SUPPLIES-PARKS	0.00	284.30
1001	39471	05/09/22	14429	CORE & MAIN	6260	SUPPLIES-PARKS	0.00	1,480.53
TOTAL	CHECK						0.00	1,764.83
1001	39472	05/09/22	10124	COUNTY OF FRESNO	6120	PRISONER 3RD QTR	0.00	1,837.92
1001	39472	05/09/22	10124	COUNTY OF FRESNO	6120	RMS/JMS MAY22	0.00	77.01
1001	39472	05/09/22	10124	COUNTY OF FRESNO	6120	DISPATCH MAY22	0.00	8,663.81
TOTAL	CHECK						0.00	10,578.74
1001	39473	05/09/22	14558	DOG WASTE DEPOT	6270	SUPPLIES-KEYS	0.00	65.32
1001	39474	05/09/22	14243	FOWLER ACE HARDWARE	6120	DEPARTMENT KEYS	0.00	22.13
1001	39474	05/09/22	14243	FOWLER ACE HARDWARE	6120	EXTENSION CORD	0.00	5.94
TOTAL	CHECK						0.00	28.07
1001	39475	05/09/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	561.72
1001	39476	05/09/22	14247	FOWLER ACE HARDWARE	5000	WTR SUPPLIES	0.00	31.41
1001	39477	05/09/22	14249	FOWLER ACE HARDWARE	6260	PARKS SUPPLIES	0.00	128.51
1001	39478	05/09/22	14252	FOWLER ACE HARDWARE	6700	CLEANING SUPPLIES	0.00	15.54
1001	39479	05/09/22	11116	GRAINGER	5000	H2O LEVEL	0.00	1,082.37
1001	39479	05/09/22	11116	GRAINGER	5000	H2O LEVEL CREDIT	0.00	-608.67
TOTAL	CHECK						0.00	473.70
1001	39480	05/09/22	10141	H & H TIRE SERVICES #3,	6120	FLAT TIRE #30	0.00	25.00
1001	39481	05/09/22	14238	INFOSEND, INC	6400	REC/FLYER/MC FOOD FES	0.00	296.44
1001	39481	05/09/22	14238	INFOSEND, INC	5000	POSTAGE/UB BILLING	0.00	850.63
1001	39481	05/09/22	14238	INFOSEND, INC	5000	POSTAGE	0.00	859.04
TOTAL	CHECK						0.00	2,006.11
1001	39482	05/09/22	10169	JORGENSEN & CO	6020	FIRE EXTINGUISHER	0.00	68.00
1001	39483	05/09/22	14485	KOFF & ASSOCIATES, INC.	6020	CLASS & COMP STUDY	0.00	1,840.00
1001	39484	05/09/22	10416	LAW & ASSOCIATES INVESTI	6120	BACKGROUND INVEST	0.00	700.00
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	693.00
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	798.00
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	1,860.00
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	2,126.50
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	4,159.81
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	5,724.00
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	7,282.48
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	44.12
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	126.00

SUPERION  
DATE: 06/02/2022  
TIME: 12:11:24

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39382' and '39652'  
ACCOUNTING PERIOD: 12/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	297.75
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	336.00
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	338.00
1001	39485	05/09/22	10194	LOZANO SMITH	6060	LEGAL SERVICE	0.00	462.12
TOTAL	CHECK						0.00	24,247.78
1001	39486	05/09/22	14559	M.E.D. ENTERPRISES INC.	2000	CONSULTING SVC APR22	0.00	2,280.00
1001	39487	05/09/22	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORM-SOLIAN	0.00	120.91
1001	39488	05/09/22	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA-APR 22	0.00	36.45
1001	39489	05/09/22	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES PW	0.00	24.92
1001	39489	05/09/22	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES-PW	0.00	39.03
1001	39489	05/09/22	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES-PW	0.00	41.18
TOTAL	CHECK						0.00	105.13
1001	39490	05/09/22	10885	NELSONS POWER CENTER	6260	SUPPLIES PARKS	0.00	36.05
1001	39490	05/09/22	10885	NELSONS POWER CENTER	6200	SUPPLIES - PW	0.00	206.10
1001	39490	05/09/22	10885	NELSONS POWER CENTER	6200	SUPPLIES - PW	0.00	247.32
1001	39490	05/09/22	10885	NELSONS POWER CENTER	6200	SUPPLIES - PW	0.00	-40.18
TOTAL	CHECK						0.00	449.29
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	SUMMER/MOENOLA 4-15-2	0.00	4.25
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	CLAYTON/ARMST 4-15-22	0.00	175.50
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	2250	MERCED/8TH 4-28-22	0.00	188.37
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6150	122 2 5TH #A 4-28-22	0.00	193.05
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	630 W FRESNO 4-22-22	0.00	249.46
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	LS1-C HWY LT 4-15-22	0.00	290.44
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	LS1-F-HWY LT 4-15-22	0.00	364.72
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 7 3/30/22	0.00	594.84
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6130	220 E MAIN 4-24-22	0.00	630.08
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 4-15-22	0.00	667.01
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	LS1-A 4-15-22	0.00	695.81
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	LS1-E HWY LT 4-15-22	0.00	1,005.01
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 4-15-22	0.00	1,014.14
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 8 3-30-22	0.00	2,602.23
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 8 4-29-22	0.00	3,444.94
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 7 4-29-22	0.00	6,984.36
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	ST LTS BEAL 4-15-22	0.00	8.49
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	TSFR 3LTS 4-15-22	0.00	9.07
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	5000	912 PALM 4-29-22	0.00	9.86
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	363 N. TEMPER 4-28-22	0.00	9.89
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 4-15-22	0.00	10.19
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	LS1-E HWY LT 4-15-22	0.00	11.82
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	WALTER/FRESNO 4-15-22	0.00	12.74
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6020	8TH/VINE 4-15-22	0.00	13.69
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	ADAMS/DEEAN 4-15-22	0.00	13.75
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	2250	MANN/GSB 4-26-22	0.00	15.77
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	LS1-A-HWY LT 4-15-22	0.00	18.52
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	TR5090 4-15-22	0.00	20.25
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	2250	700 MERCED #A 4-28-22	0.00	26.25

SUPERION  
DATE: 06/02/2022  
TIME: 12:11:24

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39382' and '39652'  
ACCOUNTING PERIOD: 12/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	TEMP/PARL 4-15-22	0.00	29.71
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 4-15-22	0.00	29.71
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	2250	300 MERCED 4-28-22	0.00	32.01
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6130	220 E MAIN 4-24-22	0.00	42.47
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	TRACT 5834 4-15-22	0.00	43.31
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	LS1-F-HWY 4-15-22	0.00	43.70
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 4-15-22	0.00	44.46
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	2250	MAN/GLDST 4-28-22	0.00	49.71
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	3079 E MAIN 4-21-22	0.00	75.14
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	TR5041 4-15-22	0.00	78.10
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	TRACT 5212 4-15-22	0.00	90.83
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	2250	ADAMS/TRFSGL 4-26-22	0.00	94.00
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	T5088 4-15-22	0.00	96.63
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	429 E MERCED 4-24-22	0.00	99.29
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	2250	GLDST/MANN SIG 4-28-2	0.00	107.17
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	GLDS/VLY DR 4-15-22	0.00	138.82
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	TRACT 5088 4-15-22	0.00	141.64
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	6200	TRACT 5198 4-15-22	0.00	147.98
1001	39492	05/09/22	10237	P G & E - SACRAMENTO	5000	325 S. 5TH 4-28-22	0.00	169.03
TOTAL	CHECK						0.00	20,838.21
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	SPR 2208	0.00	49.00
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	SPR 21-02	0.00	49.00
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	SPR 21-01	0.00	132.30
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	ANNEX PREZONE 19-03	0.00	142.38
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	SPR 21-21	0.00	166.60
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	CUP 21-04	0.00	166.60
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	SPR 21-03	0.00	176.40
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	SPR 22-07	0.00	367.50
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	CUP 19-02	0.00	368.20
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	AA 22-02	0.00	537.51
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	CUP 22-09	0.00	780.50
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	OTH	0.00	939.80
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	TTM 21-0015	0.00	1,424.68
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	REZONE 22-10	0.00	1,797.60
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	GRANTS	0.00	4,853.50
1001	39493	05/09/22	13655	PROVOST & PRITCHARD	6150	ON CALL	0.00	12,651.86
TOTAL	CHECK						0.00	24,603.43
1001	39494	05/09/22	10249	QUILL	6030	SUPPLIES/FINANCE	0.00	7.77
1001	39494	05/09/22	10249	QUILL	6150	SUPPLIES/PLANNING	0.00	38.13
1001	39494	05/09/22	10249	QUILL	6030	SUPPLIES/FIRE	0.00	41.49
1001	39494	05/09/22	10249	QUILL	6020	SUPPLIES/PD	0.00	79.66
1001	39494	05/09/22	10249	QUILL	6200	SUPPLIES/PW	0.00	317.38
TOTAL	CHECK						0.00	484.43
1001	39495	05/09/22	10251	R & R AUTO REPAIR SHOP	6120	LUBE & OIL #10	0.00	79.30
1001	39495	05/09/22	10251	R & R AUTO REPAIR SHOP	6120	LUBE & OIL #20	0.00	79.30
TOTAL	CHECK						0.00	158.60
1001	39496	05/09/22	11179	R G EQUIPMENT	6260	SUPPLIES-PARKS	0.00	266.29

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '39382' and '39652'  
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FUND - 100 - GENERAL FUND

CASH	ACCT	CHECK	NO	ISSUE	DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES	TAX	AMOUNT
1001		39497	05/09/22	14479		RG POWER		6260	SUPPLIES-PARKS		0.00	266.29
1001		39498	05/09/22	11195		ROBERT V JENSEN INC		6130	FUEL-101		0.00	289.35
1001		39499	05/09/22	10274		SAN JOAQUIN VAL AIR POLL		5000	SERVICE-WATER		0.00	1,164.90
1001		39500	05/09/22	13187		SECOND CHANCE ANIMAL SHE		6270	ANIMAL CONTROL SVC		0.00	1,000.00
1001		39501	05/09/22	10288		SMART & FINAL		6700	MEAL SUPPLIES SENIOR		0.00	117.36
1001		39501	05/09/22	10288		SMART & FINAL		6700	APRIL MEAL SENIORS		0.00	133.72
1001		39501	05/09/22	10288		SMART & FINAL		6700	MEAL SUPPLIES SENIOR		0.00	141.12
TOTAL CHECK											0.00	392.20
1001		39502	05/09/22	14358		SPARKLETTS		6020	WATER SERVICE		0.00	257.21
1001		39513	05/09/22	10085		STATE OF CA DEPARTMENT O		6120	FORENSIC LAB		0.00	350.00
1001		39514	05/09/22	10763		SUNBELT RENTALS		6200	LIGHT TOWER		0.00	3,779.13
1001		39515	05/09/22	10303		SWANSON-FAHRNEY FORD		6200	SERVICE F150		0.00	19.58
1001		39515	05/09/22	10303		SWANSON-FAHRNEY FORD		6200	SERVICE F150		0.00	133.04
1001		39515	05/09/22	10303		SWANSON-FAHRNEY FORD		6200	SERVICE F150		0.00	234.41
TOTAL CHECK											0.00	387.03
1001		39516	05/09/22	12791		THE MOWERS EDGE		6260	SUPPLIES-PARKS		0.00	392.22
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		6700	JANITORIAL		0.00	46.12
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		6700	JANITORIAL		0.00	47.21
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		6020	MATS/MOPS ADMIN		0.00	59.10
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		6020	MATS/MOPS ADMIN		0.00	59.10
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		6020	MATS/MOPS ADMIN		0.00	59.10
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		6020	MATS/MOPS ADMIN		0.00	59.10
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		6020	MATS & MOPS ADMIN		0.00	59.10
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		6130	MATS/MOPS FIRE		0.00	69.09
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		6130	MATS/MOPS FIRE		0.00	69.09
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		6130	MATS/MOPS FIRE		0.00	69.09
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		6260	UNIFORM - PARKS		0.00	235.89
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		5000	UNIFORM - PW		0.00	235.89
1001		39517	05/09/22	13543		UNIFIRST CORPORATION		5000	UNIFORM PW		0.00	253.74
1001		39517 V	05/09/22	13543		UNIFIRST CORPORATION		6700	JANITORIAL		0.00	-46.12
1001		39517 V	05/09/22	13543		UNIFIRST CORPORATION		6700	JANITORIAL		0.00	-47.21
1001		39517 V	05/09/22	13543		UNIFIRST CORPORATION		6020	MATS/MOPS ADMIN		0.00	-59.10
1001		39517 V	05/09/22	13543		UNIFIRST CORPORATION		6020	MATS/MOPS ADMIN		0.00	-59.10
1001		39517 V	05/09/22	13543		UNIFIRST CORPORATION		6020	MATS/MOPS ADMIN		0.00	-59.10
1001		39517 V	05/09/22	13543		UNIFIRST CORPORATION		6020	MATS & MOPS ADMIN		0.00	-59.10
1001		39517 V	05/09/22	13543		UNIFIRST CORPORATION		6130	MATS/MOPS FIRE		0.00	-69.09
1001		39517 V	05/09/22	13543		UNIFIRST CORPORATION		6130	MATS/MOPS FIRE		0.00	-69.09
1001		39517 V	05/09/22	13543		UNIFIRST CORPORATION		6130	MATS/MOPS FIRE		0.00	-69.09
1001		39517 V	05/09/22	13543		UNIFIRST CORPORATION		6260	UNIFORM - PARKS		0.00	-235.89
1001		39517 V	05/09/22	13543		UNIFIRST CORPORATION		5000	UNIFORM - PW		0.00	-235.89
1001		39517 V	05/09/22	13543		UNIFIRST CORPORATION		5000	UNIFORM PW		0.00	-253.74
TOTAL CHECK											0.00	0.00

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ACCOUNTING PERIOD: 12/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39522	05/09/22	14086	USA NORTH 811 CA UNDERGR	5000	SVC-WATER	0.00	417.51
1001	39523	05/09/22	10725	VERIZON WIRELESS	6160	CELL PHONE - 4-19-22	0.00	41.32
1001	39523	05/09/22	10725	VERIZON WIRELESS	6160	CELL PHONE 4-19-22	0.00	50.59
1001	39523	05/09/22	10725	VERIZON WIRELESS	6020	CELL PHONE 4-19-22	0.00	51.32
1001	39523	05/09/22	10725	VERIZON WIRELESS	6030	CELL PHONE - 4-19-22	0.00	51.32
1001	39523	05/09/22	10725	VERIZON WIRELESS	6150	CELL PHONE 4-19-22	0.00	51.32
1001	39523	05/09/22	10725	VERIZON WIRELESS	5000	CELL WATER 4-19-22	0.00	341.92
1001	39523	05/09/22	10725	VERIZON WIRELESS	6120	CELL PHONE - PD	0.00	512.11
TOTAL CHECK							0.00	1,099.90
1001	39526	05/12/22	12285	ATT	6120	CITY INTERNET MAY22	0.00	781.97
1001	39527	05/12/22	14625	AUDEAMUS DBA SEBASTIAN	100	BUS LIC RFND DUP PMT	0.00	75.00
1001	39528	05/12/22	13074	B&B CONSTRUCTION SERVICE	500	HYDRANT REFUND	0.00	958.69
1001	39529	05/12/22	14626	CARL'S JR 591	100	BUS LIC RFND DUP PMT	0.00	48.00
1001	39530	05/12/22	12654	COMCAST	6120	COUNTY INTERNET	0.00	692.52
1001	39531	05/12/22	14429	CORE & MAIN	6260	SUPPLIES-PARKS	0.00	52.84
1001	39531	05/12/22	14429	CORE & MAIN	6260	SUPPLIES-PARKS	0.00	110.42
TOTAL CHECK							0.00	163.26
1001	39532	05/12/22	10087	DEPARTMENT OF TRANSPORTA	6200	2022 JAN-MAR	0.00	230.28
1001	39533	05/12/22	14622	DOMINGO & ISABEL ITURRAL	500	UB REFUND	0.00	81.32
1001	39534	05/12/22	14248	FOWLER ACE HARDWARE	6130	SCREWS SUPPLIES	0.00	1.95
1001	39534	05/12/22	14248	FOWLER ACE HARDWARE	6130	LICENSE PLATE KIT	0.00	4.63
1001	39534	05/12/22	14248	FOWLER ACE HARDWARE	6130	LAUNDRY SUPPLIES	0.00	11.89
TOTAL CHECK							0.00	18.47
1001	39535	05/12/22	10488	FOWLER UNIFIED SCHOOL DI	6120	FUEL APRIL	0.00	3,389.54
1001	39536	05/12/22	12567	FRESNO MOBILE RADIO INC	5000	RADIO SERVICES	0.00	240.00
1001	39537	05/12/22	14627	GLACIER REFRIGERATION &	100	BUS LIC RFND DUP PMT	0.00	73.00
1001	39538	05/12/22	13127	HEALTHWISE SERVICES	6120	SHARPS CONTAINER	0.00	250.00
1001	39539	05/12/22	10153	J'S COMMUNICATIONS, INC	6120	EQUIPMENT REMOVAL	0.00	560.00
1001	39540	05/12/22	14624	KB HOME -SOUTH BAY	500	UB REFUND	0.00	22.53
1001	39541	05/12/22	13981	LEIST AND ASSOCIATES	6120	IA INVESTIGATION	0.00	3,011.50
1001	39542	05/12/22	10203	MID VALLEY PACKAGING & S	6020	COPY PAPER	0.00	127.50
1001	39543	05/12/22	14621	SANDOVAL, EDDIE	500	UB REFUND	0.00	71.48



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SELECTION CRITERIA: transact.check\_no between '39382' and '39652'  
ACCOUNTING PERIOD: 12/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39544	05/12/22	14619	SINGH, HARVINDER	500	UB REFUND	0.00	39.59
1001	39545	05/12/22	14620	SINGH, MANDEEP	500	UB REFUND	0.00	112.76
1001	39546	05/12/22	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES-PARKS	0.00	16.25
1001	39546	05/12/22	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES-PARKS	0.00	60.89
1001	39546	05/12/22	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES-PARKS	0.00	90.89
1001	39546	05/12/22	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES-PARKS	0.00	130.80
1001	39546	05/12/22	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES-PARKS	0.00	330.90
TOTAL CHECK							0.00	629.73
1001	39547	05/12/22	14623	SOTO JR, JOSE L.	500	UB REFUND	0.00	39.37
1001	39548	05/12/22	14629	TBC CORPORATION	100	BUS LIC RFND DUP PMT	0.00	70.00
1001	39549	05/12/22	14007	TIRE HUB	6130	TIRE-P101	0.00	308.45
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	6700	SNR JANITORIAL	0.00	46.12
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL-SNR CTR	0.00	47.21
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	6020	MATS & MOPS ADMIN	0.00	59.10
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	6020	MATS & MOPS ADMIN	0.00	59.10
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	6150	MATS-PLANNING	0.00	59.10
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	6020	MATS & MOPS ADMIN	0.00	59.10
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	6020	MATS & MOPS ADMIN	0.00	59.10
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	6130	MATS & MOPS CLOTHS	0.00	69.09
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	6130	MATS & MOPS CLOTHS	0.00	69.09
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	6130	MATS & MOPS CLOTHS	0.00	69.09
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	6260	MATSMOPSUNIFORMS	0.00	235.89
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	5000	UNIFORM-WATER	0.00	235.89
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	5000	UNIFORMS-WATER	0.00	235.89
1001	39550	05/12/22	13543	UNIFIRST CORPORATION	5000	UNIFORM-PW	0.00	253.74
TOTAL CHECK							0.00	1,557.51
1001	39586	05/26/22	14519	AMAZON CAPITAL SERVICES	6160	BOOKS	0.00	27.27
1001	39586	05/26/22	14519	AMAZON CAPITAL SERVICES	6160	SUPPLIES	0.00	43.21
TOTAL CHECK							0.00	70.48
1001	39587	05/26/22	14031	ANDREW VENEGAS	6130	REIMB FOR FIRE SYMPSM	0.00	547.00
1001	39588	05/26/22	14631	ARMANDO MONTERO/JUICY JA	6400	FACE PAINTER - EASTER	0.00	150.00
1001	39589	05/26/22	14630	CENTRAL VALLEY CUSTOM CO	100	BUS LIC REF DUP PMT	0.00	70.00
1001	39590	05/26/22	14356	COMCAST	6700	CABLE SERVICES -MAY22	0.00	107.23
1001	39591	05/26/22	10108	FIVE CITIES EDA - EDC	6020	APR-JUN 22	0.00	778.59
1001	39592	05/26/22	14156	FRESNO ECONOMIC OPPORTUN	6700	DEC 21 MEALS	0.00	1,766.63
1001	39592	05/26/22	14156	FRESNO ECONOMIC OPPORTUN	6700	NOV 21- MEALS	0.00	1,788.73
1001	39592	05/26/22	14156	FRESNO ECONOMIC OPPORTUN	6700	OCT 21 MEALS	0.00	1,819.85
TOTAL CHECK							0.00	5,375.21

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SELECTION CRITERIA: transact.check\_no between '39382' and '39652'  
ACCOUNTING PERIOD: 12/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39593	05/26/22	10476	FRESNO TRUCK CENTER	6130	SERVICE-FIRE TRUCK	0.00	1,320.36
1001	39594	05/26/22	10145	HINDERLITER, DELLAMAS &	6030	SERVICE Q2-2020	0.00	300.00
1001	39595	05/26/22	14259	IMAGESOURCE	6020	COPIER SVC 05/10/22	0.00	254.53
1001	39595	05/26/22	14259	IMAGESOURCE	6160	COPIER SVC 05/10/22	0.00	254.55
1001	39595	05/26/22	14259	IMAGESOURCE	5000	COPIER SVC 05/10/22	0.00	254.55
1001	39595	05/26/22	14259	IMAGESOURCE	6150	COPIER SVC 05/10/22	0.00	254.55
TOTAL	CHECK						0.00	1,018.18
1001	39596	05/26/22	10194	LOZANO SMITH	6060	LEGAL SERVICES-APR22	0.00	252.00
1001	39596	05/26/22	10194	LOZANO SMITH	6060	LEGAL SERVICES-APR22	0.00	549.75
1001	39596	05/26/22	10194	LOZANO SMITH	6060	LEGAL SERVICES-APR22	0.00	651.00
1001	39596	05/26/22	10194	LOZANO SMITH	6060	LEGAL SERVICES-APR22	0.00	695.12
1001	39596	05/26/22	10194	LOZANO SMITH	6060	LEGAL SERVICES-APR22	0.00	11,831.14
1001	39596	05/26/22	10194	LOZANO SMITH	6060	LEGAL SERVICES-APR22	0.00	10,369.84
1001	39596	05/26/22	10194	LOZANO SMITH	6060	LEGAL SERVICES-APR22	0.00	8,117.81
1001	39596	05/26/22	10194	LOZANO SMITH	6060	LEGAL SERVICES-APR22	0.00	6,291.00
1001	39596	05/26/22	10194	LOZANO SMITH	6060	LEGAL SERVICES-APR22	0.00	6,263.50
1001	39596	05/26/22	10194	LOZANO SMITH	6060	LEGAL SERVICES -APR22	0.00	3,300.40
TOTAL	CHECK						0.00	48,321.56
1001	39597	05/26/22	10201	METRO UNIFORM & ACCESSOR	6120	DUTY BELT/UNIFORM	0.00	201.30
1001	39597	05/26/22	10201	METRO UNIFORM & ACCESSOR	6120	HAT/JACKET	0.00	244.69
1001	39597	05/26/22	10201	METRO UNIFORM & ACCESSOR	6120	BALLISTIC VEST	0.00	1,008.02
1001	39597	05/26/22	10201	METRO UNIFORM & ACCESSOR	6120	BALLISTIC VEST	0.00	1,008.02
TOTAL	CHECK						0.00	2,462.03
1001	39598	05/26/22	12650	NEXT LEVEL	6120	EVENTS BANNER	0.00	161.96
1001	39598	05/26/22	12650	NEXT LEVEL	6120	EVENT STICKERS	0.00	314.31
TOTAL	CHECK						0.00	476.27
1001	39599	05/26/22	10237	P G & E - SACRAMENTO	6260	UTILITIES	0.00	662.10
1001	39599	05/26/22	10237	P G & E - SACRAMENTO	6700	UTILITIES	0.00	814.14
1001	39599	05/26/22	10237	P G & E - SACRAMENTO	6200	UTILITIES	0.00	1,131.55
1001	39599	05/26/22	10237	P G & E - SACRAMENTO	6080	UTILITIES	0.00	1,181.52
1001	39599	05/26/22	10237	P G & E - SACRAMENTO	5000	UTILITIES	0.00	15,291.49
TOTAL	CHECK						0.00	19,080.80
1001	39600	05/26/22	12384	PITNEY BOWES GLOBAL FINA	6020	LEASE 02/28-05/27	0.00	340.98
1001	39601	05/26/22	14433	PRICE PAIGE & COMPANY	6030	AUDIT 06/30/2020	0.00	1,816.00
1001	39601	05/26/22	14433	PRICE PAIGE & COMPANY	6030	AUDIT 06/30/2021	0.00	7,786.00
TOTAL	CHECK						0.00	9,602.00
1001	39602	05/26/22	14632	RC PACIFIC CONSTRUCTION	500	HYDRANT REFUND	0.00	976.76
1001	39603	05/26/22	11489	SHOP N GO, INC.	6120	CAR WASHES-PD	0.00	1,395.00
1001	39604	05/26/22	14007	TIRE HUB	6120	PATROL TIRES	0.00	158.00
1001	39605	05/26/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL - SNR CTR	0.00	48.21

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CITY OF FOWLER  
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SELECTION CRITERIA: transact.check\_no between '39382' and '39652'  
ACCOUNTING PERIOD: 12/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39605	05/26/22	13543	UNIFIRST CORPORATION	6020	MATS-ADMIN	0.00	62.10
1001	39605	05/26/22	13543	UNIFIRST CORPORATION	6130	MATS-CLOTHS-FIRE	0.00	72.09
1001	39605	05/26/22	13543	UNIFIRST CORPORATION	6260	UNIFORMS-PARKS	0.00	238.84
TOTAL	CHECK						0.00	421.24
1001	39606	05/26/22	14290	XEROX FINANCIAL SERVICES	6150	LEASE 04/25-05/24	0.00	82.21
1001	39606	05/26/22	14290	XEROX FINANCIAL SERVICES	6160	LEASE 04/25-05/24	0.00	82.21
1001	39606	05/26/22	14290	XEROX FINANCIAL SERVICES	6200	LEASE 04/25-05/24	0.00	164.41
1001	39606	05/26/22	14290	XEROX FINANCIAL SERVICES	6020	LEASE 04/25-05/24	0.00	383.63
1001	39606	05/26/22	14290	XEROX FINANCIAL SERVICES	6120	LEASE 04/25-05/24	0.00	383.63
TOTAL	CHECK						0.00	1,096.09
1001	39609	05/26/22	14152	A-C ELECTRIC CO	5000	SERVICE-WATER	0.00	856.50
1001	39610	05/26/22	10007	ALERT-O-LITE, INC	6200	SUPPLIES-STREETS	0.00	58.29
1001	39611	05/26/22	10549	AT&T MOBILITY	6120	AIR CARD	0.00	563.31
1001	39612	05/26/22	13636	BIG TEX	6260	SERVICE-PARKS	0.00	132.93
1001	39613	05/26/22	10024	BSK ASSOCIATES	5000	SUPPLIES-WATER	0.00	118.00
1001	39614	05/26/22	14131	CENTRAL VALLEY SWEEPING,	2250	STREE/LEAF SWEEPER	0.00	3,025.00
1001	39614	05/26/22	14131	CENTRAL VALLEY SWEEPING,	2250	STREET/LEAF SWEEPER	0.00	3,025.00
1001	39614	05/26/22	14131	CENTRAL VALLEY SWEEPING,	2250	STREET/LEAF SWEEPER	0.00	3,025.00
1001	39614	05/26/22	14131	CENTRAL VALLEY SWEEPING,	2250	STREET/LEAF SWEEPER	0.00	3,025.00
1001	39614	05/26/22	14131	CENTRAL VALLEY SWEEPING,	2250	STREET/LEAF SWEEPER	0.00	3,025.00
1001	39614	05/26/22	14131	CENTRAL VALLEY SWEEPING,	2250	STREET/LEAF SWEEPER	0.00	1,975.00
TOTAL	CHECK						0.00	17,100.00
1001	39615	05/26/22	11653	CIVICPLUS LLC	6025	MUNICODE-ORDSUB	0.00	131.05
1001	39616	05/26/22	10141	H & H TIRE SERVICES #3,	6120	TIRE MOUNT #70	0.00	100.00
1001	39617	05/26/22	12524	KENT M KAWAGOE, PH. D.	6120	MEDICAL EXAM	0.00	325.00
1001	39618	05/26/22	14008	KUCKENBECKER TRACTOR CO	6200	SUPPLIES-PW	0.00	40.11
1001	39618	05/26/22	14008	KUCKENBECKER TRACTOR CO	6200	SUPPLIES-PW	0.00	99.84
TOTAL	CHECK						0.00	139.95
1001	39619	05/26/22	10191	LIFE ASSIST, INC	6130	SUPPLIES-FIRE	0.00	23.70
1001	39619	05/26/22	10191	LIFE ASSIST, INC	6130	SUPPLIES-FIRE	0.00	245.19
TOTAL	CHECK						0.00	268.89
1001	39620	05/26/22	10203	MID VALLEY PACKAGING & S	6200	SUPPLIES-PW	0.00	63.88
1001	39621	05/26/22	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES-PW	0.00	21.45
1001	39621	05/26/22	10215	NELSON HARDWARE & GIFTS	6260	SUPPLIES-PARKS	0.00	26.00
1001	39621	05/26/22	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES-PW	0.00	43.13
1001	39621	05/26/22	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES-PW	0.00	54.23
1001	39621	05/26/22	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES-PW	0.00	69.40
1001	39621	05/26/22	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES-PW	0.00	286.24

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	500.45
1001	39622	05/26/22	10885	NELSONS POWER CENTER	6260	SUPPLIES-PARK	0.00	80.34
1001	39623	05/26/22	10237	P G & E - SACRAMENTO	6200	WALTER/FRESNO	0.00	12.73
1001	39623	05/26/22	10237	P G & E - SACRAMENTO	6200	TRACT 5834	0.00	43.32
1001	39623	05/26/22	10237	P G & E - SACRAMENTO	6200	TRACT 5212	0.00	90.84
1001	39623	05/26/22	10237	P G & E - SACRAMENTO	6200	TRACT 5088	0.00	141.65
1001	39623	05/26/22	10237	P G & E - SACRAMENTO	6200	TRACT 5198	0.00	147.99
TOTAL CHECK							0.00	436.53
1001	39624	05/26/22	13655	PROVOST & PRITCHARD	6150	SPR22-03 ROSESHARON	0.00	327.67
1001	39625	05/26/22	10249	QUILL	6200	SUPPLIES-PW	0.00	15.68
1001	39625	05/26/22	10249	QUILL	6030	SUPPLIES-FINANCE	0.00	15.68
1001	39625	05/26/22	10249	QUILL	6020	SUPPLIES-ADMIN	0.00	15.68
1001	39625	05/26/22	10249	QUILL	6150	SUPPLIES-PLANNING	0.00	15.68
1001	39625	05/26/22	10249	QUILL	6700	SUPPLIES-SNR CNTR	0.00	15.68
TOTAL CHECK							0.00	78.40
1001	39626	05/26/22	11880	RJ BERRY JR INC	5000	RENTAL OF TRACTOR	0.00	800.00
1001	39627	05/26/22	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	39.46
1001	39627	05/26/22	11195	ROBERT V JENSEN INC	6130	FUEL	0.00	257.96
TOTAL CHECK							0.00	297.42
1001	39628	05/26/22	10518	SIGNMAX!	6260	SIGN/DECAL	0.00	356.47
1001	39629	05/26/22	13355	SITE ONE LANDSCAPE SUPPL	6200	SUPPLIES-PW	0.00	30.45
1001	39629	05/26/22	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES-PARKS	0.00	204.78
TOTAL CHECK							0.00	235.23
1001	39630	05/26/22	14358	SPARKLETTS	6020	WATER SERVICE	0.00	218.86
1001	39631	05/26/22	10763	SUNBELT RENTALS	6260	RENTAL EQUIP-PARKS	0.00	71.10
1001	39632	05/26/22	12791	THE MOWERS EDGE	6260	SUPPLIES-PARKS	0.00	918.79
1001	39633	05/26/22	14007	TIRE HUB	6120	PATROL TIRES	0.00	291.54
1001	39634	05/26/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL-SNR CTR	0.00	48.21
1001	39634	05/26/22	13543	UNIFIRST CORPORATION	6020	MATS-ADMIN	0.00	62.10
1001	39634	05/26/22	13543	UNIFIRST CORPORATION	6200	UNIFORMS-PUBLIC WORKS	0.00	256.74
TOTAL CHECK							0.00	367.05
1001	39636	05/27/22	11291	THE BUSINESS JOURNAL	6080	PUBLIC HEARING-L&L	0.00	192.50
1001	39636	05/27/22	11291	THE BUSINESS JOURNAL	6150	PUBLIC HEARING-PC CUP	0.00	302.50
TOTAL CHECK							0.00	495.00
1001	39637	05/27/22	10064	COLONIAL LIFE INSURANCE	100	BENEFITS JUNE22	0.00	100.70
1001	39637	05/27/22	10064	COLONIAL LIFE INSURANCE	100	BENEFITS JUNE22	0.00	142.02
TOTAL CHECK							0.00	242.72

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	6260	HEALTH BENEFITS 06/22	0.00	-1,779.20
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	8500	HEALTH BENEFITS 06/22	0.00	314.82
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	6025	HEALTH BENEFITS 06/22	0.00	413.27
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	6130	HEALTH BENEFITS 06/22	0.00	572.30
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	6400	HEALTH BENEFITS 06/22	0.00	768.90
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	6700	HEALTH BENEFITS 06/22	0.00	768.90
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	6030	HEALTH BENEFITS 06/22	0.00	1,039.14
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	6160	HEALTH BENEFITS 06/22	0.00	1,502.80
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	6150	HEALTH BENEFITS 06/22	0.00	1,753.23
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	6020	HEALTH BENEFITS 06/22	0.00	2,078.82
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	100	HEALTH BENEFITS 06/22	0.00	2,431.40
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	6200	HEALTH BENEFITS 06/22	0.00	4,334.16
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	5000	HEALTH BENEFITS 06/22	0.00	7,220.46
1001	39638	05/27/22	13496	KEENAN & ASSOCIATES	6120	HEALTH BENEFITS 06/22	0.00	11,117.90
TOTAL CHECK							0.00	32,536.90
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	6020	DENTAL BNFTS 06/22	0.00	150.61
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	6160	DENTAL BNFTS 06/22	0.00	185.79
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	5000	DENTAL BNFTS 06/22	0.00	190.43
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	6200	DENTAL BNFTS 06/22	0.00	368.28
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	6120	DENTAL BNFTS 06/22	0.00	802.92
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	100	DENTAL BNFTS 06/22	0.00	1,387.62
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	8500	DENTAL BNFTS 06/22	0.00	10.61
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	6130	DENTAL BNFTS 06/22	0.00	16.59
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	6400	DENTAL BNFTS 06/22	0.00	33.18
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	6700	DENTAL BNFTS 06/22	0.00	33.18
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	6030	DENTAL BNFTS 06/22	0.00	112.78
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	6150	DENTAL BNFTS 06/22	0.00	119.43
1001	39639	05/27/22	13647	SUN LIFE FINANCIAL	6260	DENTAL BNFTS 06/22	0.00	132.72
TOTAL CHECK							0.00	3,544.14
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	6130	VISION BENEFITS 06/22	0.00	4.92
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	8500	VISION BENEFITS 06/22	0.00	4.94
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	6400	VISION BENEFITS 06/22	0.00	9.85
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	6700	VISION BENEFITS 06/22	0.00	9.85
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	6150	VISION BENEFITS 06/22	0.00	12.80
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	6030	VISION BENEFITS 06/22	0.00	25.59
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	6260	VISION BENEFITS 06/22	0.00	29.54
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	6020	VISION BENEFITS 06/22	0.00	43.31
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	6160	VISION BENEFITS 06/22	0.00	75.79
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	5000	VISION BENEFITS 06/22	0.00	85.66
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	6200	VISION BENEFITS 06/22	0.00	137.83
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	6120	VISION BENEFITS 06/22	0.00	239.21
1001	39640	05/27/22	11335	VISION SERVICE PLAN - (C	100	VISION BENEFITS 06/22	0.00	269.60
TOTAL CHECK							0.00	948.89
1001	39641	06/01/22	14633	4LEAF, INC.	6160	INSPECTION SERVICES	0.00	1,479.80
1001	39642	06/01/22	14330	B&P PEST PROS	6020	05/22 CITY PEST CNTRL	0.00	90.00
1001	39642	06/01/22	14330	B&P PEST PROS	6700	05/22 SR CTR PST CNTL	0.00	95.00
TOTAL CHECK							0.00	185.00

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FUND - 100 - GENERAL FUND									
CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		39643	06/01/22	10648	COLLEGE OF THE SEQUOIAS	6120	H&S TRAINING-HARO	0.00	125.00
1001		39644	06/01/22	14356	COMCAST	6700	05/25-06/24 CABLE	0.00	117.15
1001		39645	06/01/22	14634	DEWBERRY ARCHITECTS INC	7200	PD SENIOR CTR DESIGN	0.00	6,054.00
1001		39646	06/01/22	14122	DTA	5000	WATER RATE STUDY	0.00	5,830.47
1001		39646	06/01/22	14122	DTA	5000	WATER RATE STUDY	0.00	2,813.81
TOTAL CHECK								0.00	8,644.28
1001		39647	06/01/22	11018	HOME DEPOT CREDIT SERVIC	6200	SCREWS	0.00	20.08
1001		39647	06/01/22	11018	HOME DEPOT CREDIT SERVIC	6200	PRYBAR	0.00	20.58
1001		39647	06/01/22	11018	HOME DEPOT CREDIT SERVIC	6160	BLINDS FOR BLDG TRLR	0.00	84.59
1001		39647	06/01/22	11018	HOME DEPOT CREDIT SERVIC	6160	BLINDS FOR BLDG TRLR	0.00	95.08
1001		39647	06/01/22	11018	HOME DEPOT CREDIT SERVIC	6200	PADS/PLANT FOOD	0.00	99.60
1001		39647	06/01/22	11018	HOME DEPOT CREDIT SERVIC	6160	BLINDS FOR BLDG TRLR	0.00	179.78
1001		39647	06/01/22	11018	HOME DEPOT CREDIT SERVIC	6160	BLINDS FOR BLDG TRLR	0.00	225.36
TOTAL CHECK								0.00	725.07
1001		39648	06/01/22	14536	KUUBIX GLOBAL	100	BUS LIC DUP PMT REFND	0.00	516.90
1001		39649	06/01/22	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORMS - PD	0.00	450.94
1001		39649	06/01/22	10201	METRO UNIFORM & ACCESSOR	6160	UNIFORM SHIRTS	0.00	566.13
TOTAL CHECK								0.00	1,017.07
1001		39650	06/01/22	14635	SUNRUN INSTALLATION SERV	100	ELEC PRMT REFUND	0.00	196.90
1001		39651	06/01/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL- SNR CTR	0.00	48.21
1001		39651	06/01/22	13543	UNIFIRST CORPORATION	6150	MATS-PLANNING	0.00	62.10
TOTAL CHECK								0.00	110.31
1001		39652	06/01/22	10725	VERIZON WIRELESS	6120	CELL PHONE 4/20-5/19	0.00	512.11
TOTAL CASH ACCOUNT								0.00	315,899.93
TOTAL FUND								0.00	315,899.93

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SELECTION CRITERIA: transact.check\_no between '39382' and '39652'  
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FUND - 201 - DISTRICT SALES TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39607	05/26/22	12650	NEXT LEVEL	2010	PATROL GRAPHICS	0.00	851.04
TOTAL CASH ACCOUNT							0.00	851.04
TOTAL FUND							0.00	851.04

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ACCOUNTING PERIOD: 12/22

FUND - 206 - COPS GRANT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39608	05/26/22	12650	NEXT LEVEL	2060	PATROL GRAPHICS	0.00	851.04
TOTAL CASH ACCOUNT							0.00	851.04
TOTAL FUND							0.00	851.04



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SELECTION CRITERIA: transact.check\_no between '39382' and '39652'  
ACCOUNTING PERIOD: 12/22

FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39524	05/09/22	13275	FERGUSON WATERWORKS #142	2120	R900I WTR MTR	0.00	55,591.42
1001	39524	05/09/22	13275	FERGUSON WATERWORKS #142	2120	R900I WTR MTR	0.00	124,380.80
1001	39524	05/09/22	13275	FERGUSON WATERWORKS #142	2120	R9001 WTR MTR	0.00	159,975.30
TOTAL CHECK							0.00	339,947.52
1001	39635	05/26/22	13275	FERGUSON WATERWORKS #142	2120	AMI 360 UNDER 5001	0.00	15,850.00
TOTAL CASH ACCOUNT							0.00	355,797.52
TOTAL FUND							0.00	355,797.52

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SELECTION CRITERIA: transact.check\_no between '39382' and '39652'  
ACCOUNTING PERIOD: 12/22

FUND - 503 - TCP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39525	05/09/22	13655	PROVOST & PRITCHARD	5030	TCP DESIGN	0.00	5,735.75
TOTAL CASH ACCOUNT							0.00	5,735.75
TOTAL FUND							0.00	5,735.75
TOTAL REPORT							0.00	679,135.28

**MINUTES OF THE FOWLER CITY COUNCIL MEETING  
SPECIAL MEETING  
Tuesday, May 3, 2022**

Mayor Pro-Tem Rodriquez called the meeting to order at 6:00 p.m.

Councilmembers Present: Rodriquez, Mejia, Parra, Kazarian (arrived at 6:02 p.m.)

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, Finance Director Moreno, City Planner Marple, Deputy City Clerk Vasquez

**3. Workshop to introduce the proposed FY 2022-23 budget – No action to be taken**

*Department heads provided an overview of their respective budgets.*

**4. ACCEPT a grant award of \$2,073,450 from the State of California Department of Water Resources' Small Community Drought Relief Program and authorize the City Manager to execute related documents.**

*City Manager Quan reported the City was awarded \$2,073,450 to fund a new well on the west side of State Route 99. She stated staff continue to pursue other grant opportunities for water infrastructure projects. City Manager Quan stated that a resolution will be brought before Council at a June 2022 meeting.*

**Councilmember Parra made a motion to ACCEPT a grant award of \$2,073,450 from the State of California Department of Water Resources' Small Community Drought Relief Program and authorize the City Manager to execute related documents, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Parra, Mejia, Kazarian, Rodriquez.**

**5. ADJOURNMENT**

**Having no further business, the meeting adjourned at 6:42 p.m.**

**MINUTES OF THE FOWLER CITY COUNCIL MEETING  
Tuesday May 3, 2022**

Mayor Pro-Tem Rodriquez called the meeting to order at 7:00 p.m.

Councilmembers Present: Rodriquez (departed at 7:32 p.m.), Kazarian, Mejia, 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, Finance Director Moreno, Deputy City Clerk Vasquez

**5. CEREMONIAL PRESENTATION**

**5-A. National Public Works Week Proclamation**

*Public Works Director Dominguez read the National Public Works Week proclamation and commended staff for their hard work and dedication.*

**6. PUBLIC COMMENT**

*Ayannah Willams, Tal Eslick, and Patric Jones addressed the Council.*

**7. CONSENT CALENDAR**

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

**8. CONTESTED CONSENT CALENDAR**

*N/A*

**9. GENERAL ADMINISTRATION**

**9-A. City Attorney**

**i. APPOINT delegates to various boards, agencies, and commissions**

**Mayor Pro-Tem Rodriquez made a motion to APPOINT to SKF, Parra as delegate and Rodriquez as alternate; to COG, Parra as delegate and Kazarian as alternate; to Consolidated Mosquito Abatement District, Mejia as delegate, seconded by Councilmember Parra. The motion carried by a Roll Call vote: Ayes: Rodriquez, Parra, Kazarian, Mejia.**

**9-B. POLICE**

- i. **INTRODUCTION of Ordinance No. 2022-03, an Ordinance of the City of Fowler Adopting a Military Equipment Use Policy Pursuant to Assembly Bill 481**

*Police Chief Alcaraz provided an overview of the item.*

**Councilmember Kazarian made a motion to APPROVE Introduction of Ordinance No. 2022-03, an Ordinance of the City of Fowler Adopting a Military Equipment Use Policy Pursuant to Assembly Bill 481, seconded by Councilmember Parra. The motion carried by a Roll Call vote: Ayes: Kazarian, Parra, Mejia, Rodriquez.**

#### **9-C. CITY MANAGERS OFFICE**

*City Manager Quan reported that Fowler Unified School District has invited Council to participate in their Superintendent Search Community Input Session on May 12, 2022.*

#### **10. STAFF COMMUNICATIONS – (CITY MANAGER)**

*Police Chief Alcaraz provided an update on the upcoming illegal fireworks operation and fireworks public service announcement.*

*Community Development Director Gaffery provided an update on code enforcement activities and the Merced Streetscape design proposals.*

*Public Works Director Dominguez provided updates on street closures, truck routes, grant funding for electric vehicles, and installation of the Fresno County ballot drop box.*

#### **11. COUNCILMEMBER REPORTS AND COMMENTS**

*Councilmember Parra provided an update on the Fresno COG meeting.*

#### **12. CLOSED SESSION**

*No reportable action was taken on the two items.*

#### **13. ADJOURNMENT**

**Having no further business, the meeting adjourned at 8:21 p.m.**



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 6-D

### **REPORT TO THE CITY COUNCIL**

June 7, 2022

**FROM** SCOTT CROSS, City Attorney

### **SUBJECT**

APPROVE Resolution No. 2559, 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. 2559 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 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.

## **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

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

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- Resolution No. 2559

## **RESOLUTION NO. 2559**

### **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 ACCORANCE 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, BE IT RESOLVED** by the City Council of the City of Fowler 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.

**PASSED, APPROVED AND ADOPTED** this 7th day of June 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

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Mark Rodriquez, Mayor Pro-Tem

**ATTEST:**

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Angela Vasquez, Deputy City Clerk



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 6-E

### **REPORT TO THE CITY COUNCIL**

June 7, 2022

**FROM** WILMA QUAN, City Manager

### **SUBJECT**

ACCEPT a donation to the City in the amount of \$2,500 from Waste Management for a future project in honor of Mayor David Cardenas.

### **RECOMMENDATION**

Staff recommend the City Council accept a donation to the City in the amount of \$2,500 from Waste Management for a future project in honor of Mayor David Cardenas.

### **BACKGROUND**

Per Resolution 1881, donations to the City of \$500 or more shall be approved by the City Manager, and then presented to the City Council for acceptance.

These donated funds will be held in reserve for a future project in honor of Mayor David Cardenas. At that time, a budget resolution will be brought forward to City Council for consideration.

### **ENVIRONMENTAL REVIEW**

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

**FISCAL IMPACT**

Donation revenue enhances the City's ability to provide programs and services to residents.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- None



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 6-F

### **REPORT TO THE CITY COUNCIL**

June 7, 2022

**FROM** THOMAS W. GAFFERY IV, Community Development Director

### **SUBJECT**

Actions pertaining to the California Department of Transportation Grants:

1. APPROVE Resolution No. 2560 Authorizing the City Manager to execute agreements with the California Department of Transportation for the City of Fowler Bicycle, Pedestrian, and Trails Master Plan
2. APPROVE Resolution No. 2561 Authorizing the City Manager to execute agreements with the California Department of Transportation for the Active Transportation Program Cycle VI Grant Program

### **RECOMMENDATION**

Staff recommend City Council approve a resolution authorizing the City Manager to execute agreements with the California Department of Transportation for the City of Fowler Bicycle, Pedestrian, and Trails Master Plan, and approve a resolution authorizing the City Manager to execute agreements with the California Department of Transportation for the Active Transportation Program Cycle VI Grant Program.

### **BACKGROUND**

The City has been awarded one grant and plans to submit a second grant to Caltrans. These resolutions are required as a part of the award process. Having the resolution completed when submitting an application is advantageous and staff strive to do so whenever possible.

Bicycle, Pedestrian, and Trails Master Plan: The City was awarded \$124,650 from the Caltrans Sustainable Communities Grant Program to complete a Bicycle, Pedestrian, and Trails Master. The City will facilitate its match through staff time assigned to the project.

Active Transportation Program Cycle IV: This grant application is due June 15, 2022. Staff are preparing an application for west-side bike lanes including creation of an off-street paseo along the Stanford Avenue alignment as well as connectivity under State Route 99 that will leverage the recently-awarded Measure C Transit Oriented Development scope of work.

## **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

Grant awards allow the City to provide additional new infrastructure and additional services to the residents of Fowler.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- Resolution No. 2560
- Resolution No. 2561

**RESOLUTION NO. 2560**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF FOWLER  
BICYCLE, PEDESTRIAN, AND TRAILS MASTER PLAN**

**WHEREAS**, the City Council of the City of Fowler is eligible to receive Federal and/or State funding for certain transportation related plans, through the California Department of Transportation; and

**WHEREAS**, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program; and

**WHEREAS**, the City Council of the City of Fowler wishes to delegate authorization to execute these agreements and any amendments thereto;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that the City Manager is authorized to execute all Restricted Grant Agreements and any amendments thereto and related documents with the California Department of Transportation for the update to the City of Fowler's Bicycle, Pedestrian, and Trails Master Plan.

**PASSED, APPROVED AND ADOPTED** this 7th day of June 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

\_\_\_\_\_  
Mark Rodriquez, Mayor Pro Tem

**ATTEST:**

\_\_\_\_\_  
Angela Vasquez, Deputy City Clerk

**RESOLUTION NO. 2561**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF FOWLER  
ACTIVE TRANSPORTATION PROGRAM CYCLE VI GRANT PROGRAM**

**WHEREAS**, the City Council of the City of Fowler is eligible to receive Federal and/or State funding for certain transportation related plans, through the California Department of Transportation; and

**WHEREAS**, a Restricted Grant Agreement and other documents may need to be executed with the California Department of Transportation before such funds can be reimbursed through the Active Transportation Program Cycle VI Grant Program; and

**WHEREAS**, the City Council of the City of Fowler wishes to delegate authorization to execute these agreements and any amendments thereto;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that the City Manager is authorized to execute all Restricted Grant Agreements and any amendments thereto and related document with the California Department of Transportation for administration of the Active Transportation Program Cycle VI Grant Program.

**PASSED, APPROVED AND ADOPTED** this 7th day of June 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

\_\_\_\_\_  
Mark Rodriquez, Mayor Pro Tem

**ATTEST:**

\_\_\_\_\_  
Angela Vasquez, Deputy City Clerk



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 6-G

### **REPORT TO THE CITY COUNCIL**

June 7, 2022

**FROM** THOMAS W. GAFFERY IV, Community Development Director

### **SUBJECT**

APPROVE First Amendment to the Professional Services Agreement with CSG Consultants, Inc. dated July 20, 2021 for on-call plan check and inspection services, increasing the contract amount by \$11,000 for a total contract amount not to exceed \$60,000.

### **RECOMMENDATION**

Staff recommend City Council approve the First Amendment to the Professional Services Agreement with CSG Consultants, Inc. dated July 20, 2021 for on-call plan check and inspection services, increasing the contract amount by \$11,000 for a total contract amount not to exceed \$60,000.

### **BACKGROUND**

On-call plan check services are utilized intermittently based on the size of a plan check project, complexity of the review involved, certifications necessary to conduct the plan check, and staff time required to complete the plan check in a timely manner. On-call plan check services are utilized once a project is submitted by a developer, and all on-call plan check expenses are fully offset by the City's plan check fees. In addition, the City's plan check fees also cover City staff time and overhead related to plan check processing.

On-call inspection services were used during the vacancy of the Building Official position and continued to be used to supplement inspection staffing due to the current volume of construction activity in the City. On-call inspection services are offset by the City's building permit inspection fees. The City used CSG for on-call inspection services until March 25, 2022 at which point, due to staffing constraints related to the volume of construction activity in the Central Valley and



shortage of qualified inspectors, CSG could no longer service the City. 4LEAF, Inc. is now being used for on-call inspection service.

The firm's existing experience with the City, value compared to other providers, responsiveness, and availability of staff in the Central Valley made them uniquely qualified to perform on-call plan check and inspection services. Fiscal year paid to date is \$46,720.48. Based on current plan check workflow, staff anticipate slightly exceeding the \$49,000 contract amount and are therefore bringing this Amendment to City Council.

## **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

The cost of on-call plan check services are fully offset by plan check fees paid by developers.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Agreement
- First Amendment

**CITY OF FOWLER  
INTERIM BUILDING OFFICIAL SERVICE AGREEMENT**

This Interim Building Official Services Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and CSG Consultants, Inc. ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on July 19, 2021 ("Effective Date").

**RECITALS**

- A. City desires to obtain interim building official and related services ("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, 2022 ("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 B**. The total amount paid by City to Consultant for the Services shall not exceed Forty-Nine Thousand Dollars (\$49,000).

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. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. 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.

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

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 maintain the following license throughout the performance of this Agreement: Class \_\_\_. 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

By: \_\_\_\_\_

Cyrus Kianpour

Date: 7-19-21

CITY OF FOWLER

By: \_\_\_\_\_

Wilma Quan, City Manager

Date: 7/20/21

Party Identification and Contact Information:

**Consultant**

Cyrus Kianpour  
CSG Consultants, Inc.  
550 Pilgrim Drive  
Foster City, CA 94404  
Phone #: (650) 522-2500

**City of Fowler**

Attn: Wilma Quan  
City Manager  
128 S. 5th Street  
Fowler, CA 93625  
(559) 834-3113

**EXHIBIT A**

**Scope of Services**



## Building and Fire Life Safety



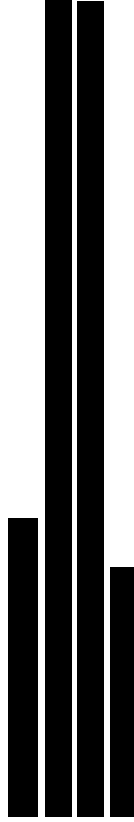
From time- and cost-saving digital plan review to achieving faster than required turnaround times and assisting in last-minute inspection requests, CSG offers successful solutions for the day-to-day operations of any building department. We deliver quality customer service to public agencies, and to the ultimate client—members of the community. Our personnel include skilled and knowledgeable building officials, permit technicians, engineers, plans examiners and inspectors—certified, registered and many having extensive experience working directly with government agencies. CSG understands the many challenges that agencies face and have developed proven methods and systems to address those challenges.

### BUILDING PLAN REVIEW SERVICES

Our team is ready to assist in all aspects of plan review and to address the unique needs and requirements of our clients. We deliver some of the fastest turnaround times in the industry, which can be tracked via our comprehensive online plan check status reporting system. Our licensed engineers and ICC certified plans examiners thoroughly review all documents for compliance with current building codes, fire codes, energy conservation standards, state accessibility regulations, and all ordinances specific to the jurisdiction or agency.

#### OSHPD3 Reviews

Our staff of professional engineers and certified plans examiners is experienced with and have successfully completed numerous OSHPD3 plan reviews for multiple client agencies.



#### Turnaround Timelines

We pride ourselves in maintaining requested plan review turnaround times—even delivering faster than our own deadlines. Our goal is to approve code-complying projects and to quickly move work through jurisdictional processes. Upon request, we can perform plan check services within an accelerated time frame negotiated between the applicant, the jurisdiction and CSG.

#### Third Party Plan Review and Inspections

We have the ability to assist agencies when workload exceeds staff's capacity due to an increase in projects or a reduction in staff or budget. With "third party" services, agencies are assured of high-quality plan reviews and a reduced need to interface with applicants, engineers, architects and contractors until a permit is ready to issue. CSG also offers highly qualified and competent inspectors. We are approved as a consultant plan review/inspection agency and as third-party providers by numerous jurisdictions throughout California.

#### Digital Plan Review

CSG began the transition to digital plan review in 2000, leading the consulting field in providing this efficient and cost-saving service. All paper plans submitted to CSG are immediately scanned into digital files and stored on our servers for quick and easy access by both our clients



and our plan reviewers. Projects submitted digitally are processed through an easy-to-use web portal which can be customized to suit the needs of a jurisdiction. Digital plan reviews are performed with no disruption to the agency's workflow. Our plan reviewers provide electronic versions of plan comments that conform to the individual client's formatted templates, and upon final approval, our clients are presented with a set of scanned digital plans at no additional cost, saving the agency money and enabling paperless storage of all construction-related documents.

CAPABILITIES & SERVICES

### Online Plan Check Status



This no-charge, convenient service provides instant online access to plan review status and comments. By logging-in to our password-protected website agency staff and other authorized applicants can view each project document and communicate with the CSG plan reviewer via e-mail or digital post-a-note. Upon completion of the plan review, staff and authorized applicants can download plan review comments and digitized plans.

### Flood Zone Administration

Jurisdictions with administrative authority over flood zone areas must establish an ordinance to regulate construction in flood zones. On behalf of jurisdictions, CSG has prepared or assisted with drafting, adoptions and revisions to flood plain ordinances.

### INTERIM BUILDING OFFICIAL & FRONT COUNTER STAFFING

CSG can quickly and efficiently provide highly qualified, skilled and experienced personnel for services on an interim or relief basis to assist with daily operations and/or supervision of staff. CSG's building officials can perform management of a Building Division as well as provide oversight and direction and be available part-time as needed. Our building officials are certified, have extensive building industry experience, and can also serve in plan review and inspection roles. Our experienced counter technicians thoroughly understand the development approval process, effectively read plans, accurately calculate project fees, track and maintain a smooth flow of documents and plans through an agency's departments, and deliver superb customer service in this important "first contact" role.

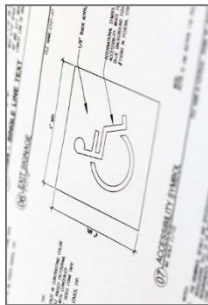


### FIELD INSPECTION

We offer a network of highly trained and certified inspectors who have provided construction inspection services for complicated, high profile projects as well as standard wood framing projects. Our multi-disciplined inspectors ensure compliance with applicable codes and requirements by identifying code violations, offering solutions to developers, property owners and tenants on potential risks and safety hazards, and by working as a team to correct violations. We utilize combination inspection personnel whenever possible to perform over-the-counter plan reviews or assist as customer service back-up at the front counter in addition to regular inspection duties to save jurisdictions valuable time and budget. Our inspection staff easily and seamlessly integrates into client organizations, consistently implementing agency policies and procedures, and maintaining records for all work conducted on an agency's behalf.



### CASP ASSESSMENT & INSPECTION SERVICES



Our CASp certified staff is knowledgeable of state and federal accessibility laws and regulations and possesses the expertise necessary to promote access to facilities for persons with disabilities. In accordance with current rules and regulations, CSG can supply CASp certified professionals to review plans for accessibility and to facilitate compliance with regulations to provide a sufficient number of building department staff who are CASp certified.

## FIRE PREVENTION SERVICES

Our fire prevention experts deliver fire plan review and inspection with fast turnarounds and high quality. Our staff and services are available on either an onsite or on-call basis.

### Fire Plan Review



With an emphasis on the unique needs of our clients, CSG furnishes fire and life safety, special hazards, and fire sprinkler and fire alarm plan review for all structures for compliance with all local ordinances, State and Federal codes, and regulations pertaining to Fire and Life Safety. We review all types of projects—complex custom homes, large developments, shopping centers and high-rise buildings. We are experienced with the special hazards and risks associated with industrial and commercial buildings, and single-family and multi-family complexes. Knowing timing and budget is always critical, we move plans the plan review process quickly yet thoroughly analyzed and evaluated.

### Fire Inspection Services

Protect your fire department with the most up-to-date code compliance inspections performed by personnel with established credentials and extensive industry experience and knowledge. Services that our talented staff provides include:

- *In-Depth Code Analysis*
- *Code Strategy Analysis with an Emphasis on Personnel Protection*
- *Solutions and Options for Code Conflict Resolution*
- *Comprehensive Plan Review*
- *Reduction in Costly Redesigns*
- *Applied Multiple Codes and Standards*
- *Improved Fire Protection Services*
- *Services Tailored to a Jurisdiction's Individual Needs*
- *Time Savings through Efficient Research and Analysis*
- *Cost Savings through Innovative Equivalencies*
- *Experienced Industry-Leading Code Professionals*

## CODE ENFORCEMENT

Code enforcement activities are a crucial service to ensure not only public health and safety but also to enhance economic development. CSG supplies code enforcement specialists skilled in the identification of code violations, with experience working with property owners to correct code violations to the exact specifications of the jurisdiction. Typical services include preparing abatement cases and testifying in public hearings and court proceeding and serving as a resource on regulations to property owners, residents, businesses, general public, and other agency departments and divisions.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Information Technology

### ELECTRONIC BUILDING PERMIT SYSTEM WITH DIGITAL PLAN REVIEW



CSG offers “GreenVue Fusion”—our comprehensive electronic permit, digital plan review, and archiving system—on an agency’s network or hosted by CSG. As a part of our services, CSG utilizes the GreenVue Fusion

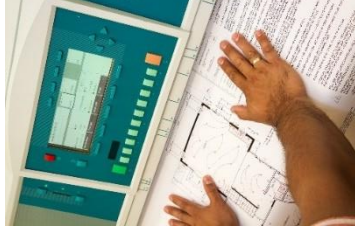
program for permit processing, plan review, and inspection. The program not only improves and expedites services to the public, but it also reduces staff time in processing permits and reporting tasks. The program, for example, can flag all code enforcement violations on a particular property so that requested building permits can be placed on hold until the code violation(s) are resolved. In addition, the system is built using the latest in web technology, enabling online digital submittal of building plans for review and permitting. Once a building plan is digitally submitted, it can be electronically forwarded to all departments that have regulatory responsibilities for review and approval. The whole process utilizes no paper and information is available on a real time basis to enhance internal coordination efforts.

The system also includes an inspection request and management module with built-in, customizable checkpoints and pre-determined maximum daily inspection limit caps to keep workload manageable for inspectors. Overflow inspection requests can be overridden manually in the system for same day inspections or simply deferred automatically to the following work day.

### DIGITAL ARCHIVING SERVICES

CSG can provide digital scanning and archival services of existing paper plans into widely accepted PDF digital formats using our GreenVue.dox module. Conversion of existing microfiche or microfilm archived media is also available. GreenVue.dox is a complete solution for searching, viewing, and printing digitally scanned documents. Designed to utilize minimal system resources, GreenVue.dox will run on virtually any Windows-based workstation.

Media converted to digital format is preserved on a minimum of two sets of DVD-R media. A live copy stored on hard drive media is kept as well. We provide our customers with copies of the DVD-R media and a live copy to be kept as part of the onsite GreenVue.dox storage system. As a final client safety net, copies of all archived files are stored at CSG’s offices.





# EXHIBIT B

## Fee Schedule

### ESTIMATED FEE SCHEDULE

CSG's estimated fee schedule for **Building Safety Plan Check and Inspection Services** is provided in the table below. Plan review fees will be based on a percentage of the City's established plan check fees and includes one initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions and RFIs will be charged at the appropriate hourly rate below. RFIs for larger developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the City. Work performed outside the normal working schedule (i.e. building inspection during an emergency) will be performed at 1.5x the hourly rate.

REVIEW TYPE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Full Plan Review	75% of City's Building Plan Check Fees
Structural Plan Review	50% of City's Building Plan Check Fees
Expedited Plan Review	95% of City's Building Plan Check Fees
Plan Review Engineer	\$130
Plan Review Examiner	\$115
Building Official	\$160
CASp Consultation	\$135
Combination Building Inspector	\$90
Certified Permit Technician	\$70
Fire Plan Review and Inspections	\$115
Fire Marshal	\$150
Overtime	1.5 x Hourly Rate
Holidays & Weekends	2.0 x Hourly Rate

*All hourly rates reflect costs including salaries, benefits, workers' compensation insurance, local travel and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. On each anniversary of the contract start date, CSG will increase hourly rates based on change in CPI for the applicable region. CSG will mail an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.*

# EXHIBIT C

## 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 \$1,000,000.00 per occurrence or claim and \$1,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$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.

**FIRST AMENDMENT TO THE  
CITY OF FOWLER  
PROFESSIONAL SERVICES AGREEMENT**

- A. The City entered into an agreement for on-call plan check services with CSG Consultants, Inc. on July 20, 2021.
- B. The total amount paid by the City to CSG Consultants, Inc. as stated in Section 4 of the Agreement is revised to not exceed sixty thousand dollars (\$60,000).
- C. All other terms and conditions remain unchanged. It is the intention of the parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have entered into this First Amendment as of the last date set forth below.

Dated: \_\_\_\_\_, 2022

**CITY OF FOWLER**

By \_\_\_\_\_  
Wilma Quan  
City Manager  
City of Fowler  
128 South 5th Street  
Fowler, CA 93625

Dated: May 13, 2022

**CSG CONSULTANTS, INC.**

By \_\_\_\_\_  
  
Cyrus Kianpour  
President  
CSG Consultants, Inc.  
550 Pilgrim Drive  
Foster City, CA 94404





## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 6-I

### **REPORT TO THE CITY COUNCIL**

June 7, 2022

**FROM** DARIO DOMINGUEZ, Public Works Director

### **SUBJECT**

Receive and File: Solid Waste Rate Update

### **RECOMMENDATION**

Receive an update from staff on solid waste rates.

### **BACKGROUND**

In 2001, the City entered into a solid waste franchise agreement with Waste Management. In 2009, an amended and restated agreement was executed, with additional amendments in 2014 and 2016. This agreement is valid until May 2024, with the option for extension.

Pursuant to the agreement, annually on July 1, rates may be increased up to 4% by Waste Management using the CPI-U US Average Garbage and Trash Collection and methodology outlined in the franchise agreement.

On July, 1, 2022, rates for all residential, commercial, and industrial accounts, including temporary and special services will increase 4%. For the typical residential customer, this is \$1.32 per month increase.

### **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

This increase will result in a de minimis increase in revenue to the City as the City receives a franchise fee of 10% of gross revenue per month from services to residential, commercial, and industrial accounts, including temporary and special services.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 6-J

### **REPORT TO THE CITY COUNCIL**

June 7, 2022

**FROM** DARIO DOMINGUEZ, Public Works Director

### **SUBJECT**

APPROVE Resolution No. 2562 Authorizing the City Manager to execute documents related to the City of Fowler Water Supply Reliability Project Grant Application

### **RECOMMENDATION**

Staff recommend City Council approve a resolution authorizing the City Manager to execute documents related to the City of Fowler Water Supply Reliability Project Grant Application.

### **BACKGROUND**

The City intends to submit a grant application to the State of California Water Resources Control Board's Drinking Water State Revolving Fund for the Fowler Water Supply Reliability Project. A Council Resolution is required as a part of the grant application. This project scope will support the interconnection of the City's water distribution system between the east and west sides of State Route 99.

### **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

Grant awards allow the City to provide additional new infrastructure and additional services to the residents of Fowler.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- Resolution No. 2562

## **RESOLUTION NO. 2562**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS RELATED TO THE CITY OF FOWLER WATER SUPPLY RELIABILITY PROJECT GRANT APPLICATION**

**WHEREAS**, the City Council of the City of Fowler is eligible to receive Federal and/or State funding for certain grants through the State of California Water Resources Control Board; and

**WHEREAS**, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board is required; and

**WHEREAS**, the City Council of the City of Fowler wishes to delegate authorization to execute this Application and related documents thereto;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that the City Manager is authorized hereby authorized and directed to sign and file, for and on behalf of the City, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the “City of Fowler Water Supply Reliability Project.” The City Manager is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto. The City Manager is designated to represent the City in carrying out the City’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

**PASSED, APPROVED AND ADOPTED** this 7th day of June 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

---

Mark Rodriquez, Mayor Pro Tem

**ATTEST:**

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Angela Vasquez, Deputy City Clerk



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 6-K

### **REPORT TO THE CITY COUNCIL**

June 7, 2022

**FROM** DAVID PETERS, City Engineer

### **SUBJECT**

AWARD the Fiscal Year 21-22 Streets Project

### **RECOMMENDATION**

Staff recommend the City Council award the Fiscal Year 21-22 Streets Project and authorize staff to enter into an agreement with Bush Engineering, Inc. to construct the project in the amount of \$468,164.00. The project includes reconstruction of Fresno Street from 5<sup>th</sup> to 7<sup>th</sup> Streets and Vine Street from Golden State Boulevard to 4<sup>th</sup> Street.

### **BACKGROUND**

On May 12, 2022, the City received three responsive bids for the Fiscal Year 21-22 Streets Project. The project proposes the removal and reconstruction of existing asphalt concrete pavement, construction of concrete ADA curb ramp and concrete valley gutter storm drain inlet, striping and signage. The bids received ranged from \$468,164 to \$642,550. The Engineer's Estimate for the project was \$527,300.

Bush Engineering, Inc. is based in Hanford, California and has a current and active Class A, General Engineering license in the State of California.

Attached is the summary of the five responsive bids received.

## **ENVIRONMENTAL REVIEW**

The Notice of Exemption document has been posted to the State Clearinghouse. This project is exempt under Categorical Exemption Class: 2; 14 CCR 15301(c).

## **FISCAL IMPACT**

The project is funded by SB1 and Measure C.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Bid Summary
- Agreement

# CITY OF FOWLER - FY 21-22 Streets Project

*BID SUMMARY 5/12/22*

**#1**

**#2**

Engineer's Estimate						Bush Engineering		RJ Berry Jr Inc	
BASE BID SCHEDULE									
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	Mobilization	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
2	1	LS	Traffic Control System	\$10,000.00	\$10,000.00	\$15,707.00	\$15,707.00	\$12,800.00	\$12,800.00
3	1	LS	Dust Control	\$3,500.00	\$3,500.00	\$2,594.00	\$2,594.00	\$3,000.00	\$3,000.00
4	1	LS	Clearing and Grubbing	\$20,000.00	\$20,000.00	\$14,446.00	\$14,446.00	\$24,000.00	\$24,000.00
5	18,450	SY	Grind and Remove Asphalt Concrete	\$4.00	\$73,800.00	\$1.44	\$26,568.00	\$2.50	\$46,125.00
6	2,130	TON	Hot Mix Asphalt	\$100.00	\$213,000.00	\$97.00	\$206,610.00	\$108.00	\$230,040.00
7	13	EA	Concrete Ramp	\$5,500.00	\$71,500.00	\$5,986.00	\$77,818.00	\$5,300.00	\$68,900.00
8	2	EA	Concrete Valley Gutter	\$5,500.00	\$11,000.00	\$9,031.00	\$18,062.00	\$6,000.00	\$12,000.00
9	4	EA	Storm Drain Inlet	\$4,500.00	\$18,000.00	\$3,018.00	\$12,072.00	\$5,000.00	\$20,000.00
10	21	EA	Adjust Valve Frames and Covers to Grade	\$1,500.00	\$31,500.00	\$869.00	\$18,249.00	\$1,000.00	\$21,000.00
11	10	EA	Adjust Manhole Frames and Covers to Grade	\$1,500.00	\$15,000.00	\$1,667.00	\$16,670.00	\$1,500.00	\$15,000.00
12	1	LS	Traffic striping, Pavement Markings, & Pavement Markers	\$20,000.00	\$20,000.00	\$16,466.00	\$16,466.00	\$14,000.00	\$14,000.00
13	1	LS	Miscellaneous	\$5,000.00	\$5,000.00	\$7,902.00	\$7,902.00	\$1,000.00	\$1,000.00
14	1	LS	Supplemental Work	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL BASE BID					\$527,300.00	\$468,164.00		\$497,865.00	



# CITY OF FOWLER - FY 21-22 Streets Project

*BID SUMMARY 5/12/22*

**#3**

**#4**

**#5**

				Don Berry Construction		American Paving		Avison Construction	
BASE BID SCHEDULE									
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	Mobilization	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	1	LS	Traffic Control System	\$7,000.00	\$7,000.00	\$22,000.00	\$22,000.00	\$5,000.00	\$5,000.00
3	1	LS	Dust Control	\$1,500.00	\$1,500.00	\$1.00	\$1.00	\$500.00	\$500.00
4	1	LS	Clearing and Grubbing	\$16,000.00	\$16,000.00	\$24,000.00	\$24,000.00	\$27,500.00	\$27,500.00
5	18,450	SY	Grind and Remove Asphalt Concrete	\$2.00	\$36,900.00	\$2.00	\$36,900.00	\$4.00	\$73,800.00
6	2,130	TON	Hot Mix Asphalt	\$100.00	\$213,000.00	\$97.00	\$206,610.00	\$125.00	\$266,250.00
7	13	EA	Concrete Ramp	\$7,000.00	\$91,000.00	\$7,400.00	\$96,200.00	\$7,500.00	\$97,500.00
8	2	EA	Concrete Valley Gutter	\$8,700.00	\$17,400.00	\$7,600.00	\$15,200.00	\$10,000.00	\$20,000.00
9	4	EA	Storm Drain Inlet	\$10,000.00	\$40,000.00	\$11,000.00	\$44,000.00	\$13,000.00	\$52,000.00
10	21	EA	Adjust Valve Frames and Covers to Grade	\$1,050.00	\$22,050.00	\$900.00	\$18,900.00	\$1,000.00	\$21,000.00
11	10	EA	Adjust Manhole Frames and Covers to Grade	\$1,400.00	\$14,000.00	\$1,200.00	\$12,000.00	\$1,800.00	\$18,000.00
12	1	LS	Traffic striping, Pavement Markings, & Pavement Markers	\$17,000.00	\$17,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00
13	1	LS	Miscellaneous	\$5,500.00	\$5,500.00	\$58,000.00	\$58,000.00	\$10,000.00	\$10,000.00
14	1	LS	Supplemental Work	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL BASE BID					\$516,350.00	\$584,811.00		\$642,550.00	

## **AGREEMENT**

THIS AGREEMENT made at Fowler, in Fresno County, California, by and between Bush Engineering, Inc. hereinafter called the Contractor, and the City of Fowler hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I.** The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

### **FY 21-22 STREETS PROJECTS**

all in strict compliance with the plans, drawings and specifications therefor prepared by the Owner, and other contract documents relating thereto.

**ARTICLE II.** The Contractor and the Owner agree that the Advertisement (Notice to Contractors), the Wage Scale (Prevailing Wages), the Specifications, the Special Provisions, the Plans and Drawings, the Addenda and Bulletins thereto, and the Proposal hereto attached, together with this Agreement, form the contract, and they are as fully a part of the contract as if hereto attached or herein repeated.

All portions of the 2010 Standard Specifications of the State of California, Department of Transportation, which are not in conflict with this contract shall be deemed a part of the specifications as though fully therein set forth. No part of said Special Provisions which is in conflict with any portion of this agreement, or which is not actually descriptive of the work to be done thereunder, or the manner in which said work is to be executed, shall be considered as any part of this agreement, but shall be utterly null and void.

**ARTICLE III.** The Owner agrees to pay the Contractor in current funds for the performance of the contract sum of Four Hundred Sixty Eight Thousand One Hundred Sixty Four Dollars (\$468,164.00) it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the Special Provisions.

**ARTICLE IV.** If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should, fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five days after the serving of such notice such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the work or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the

expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

**ARTICLE V.** With respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the City of Fowler, Peters Engineering Group, and all other participating public agencies, whether, or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the Owner, the City, the State, the United States and said other participating agencies, against any and all claims, demands, causes of action, damages, (including damages to the Owner's property or property of the participating agencies), costs or liabilities (including costs, or liabilities of the Owner or the participating agencies with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract, whether such performance by the Contractor, his subcontractor or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the Owner, the participating agencies, their officers and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy any judgement or decree which may be rendered against the Owner, the participating agencies, their officers and employees in any such suit, action or other legal proceedings.

The Contractor shall furnish the Owner with a Certificate of Insurance, in triplicate, indicating insurance coverage with respect to the liability assumed by the Contractor under the provisions of this Article V, and shall further indicate insurance coverage with minimum limits as shown in either (a.) or (b.) as follows:

- |    |                           |             |                 |
|----|---------------------------|-------------|-----------------|
| a. | Bodily Injury Liability   | \$1,000,000 | \$1,000,000     |
|    |                           | Each person | Each occurrence |
|    | Property Damage Liability | \$1,000,000 | \$1,000,000     |
|    |                           | Each person | Aggregate       |
- b. A single limit for Bodily Injury Liability and Property Damage Liability combined of:
- \$1,000,000, Each occurrence, \$1,000,000, Aggregate

Contractor's Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries of damage to underground utilities. The policy shall not contain the so-called "x", "c" or "u" exclusions.

The Certificate of Insurance shall further provide that ten days notice of cancellation or reduction in coverage shall be given the Owner.

An additional Insured Endorsement to the Contractor's Liability insurance policy naming the Owner, the above said agencies and all other participating public agencies (if applicable) and all officers and employees of the above, shall also be furnished in triplicate.

**ARTICLE VI.** Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure shall be provided the Owner.

**ARTICLE VII.** The Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or his subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

**ARTICLE VIII.** Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provisions of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful

**ARTICLE IX.** Time is of the essence. The improvement and work contemplated in the performance of this contract is predicated on sufficient suitable weather conditions during the contract period (after the notice to proceed), it is agreed that the contract may be credited additional days as provided in the specifications, but no additional monetary compensation. Any such delay shall be documented and processed on the standard change order form.

IN WITNESS WHEREOF, they have executed this Agreement this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

City of Fowler  
(Owner)

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
Wilma Tucker, City Manager

\_\_\_\_\_  
(Taxpayer Federal I.D. No.)

ATTEST:

\_\_\_\_\_  
Angela Vasquez, Deputy City Clerk

By: \_\_\_\_\_

\_\_\_\_\_  
Title



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 6-L

### **REPORT TO THE CITY COUNCIL**

June 7, 2022

**FROM** MARGARITA MORENO, Finance Director

### **SUBJECT**

Resolution No. 2563 Adopting FY 2022/23 Operating Budget and Resolution No. 2564 Adopting the Fiscal Year 2022/23 Appropriations Limit

### **RECOMMENDATION**

Council to take the following actions by separate motions:

1. Adopt Resolution No. 2563 approving the Fiscal Year 2022/23 operating budget.
2. Adopt Resolution No. 2564 establishing the Appropriations Limit for Fiscal Year 2022/23.
3. Adopt Resolution No. 2565 approving the Position Authorized Resolution.
4. Adopt Resolution No. PFA 2022-01 Adopting the Fowler Public Financing Authority FY 2022/23 Budget.

### **BACKGROUND**

The preliminary budget for Fiscal Year (FY) 2022-2023 was presented to City Council during a workshop on May 3, 2022. Council directed staff to make minimal changes to the proposed budget. Those pages with changes are attached. The proposed final budget for FY 2022/23 is submitted for Council's consideration. The final budget including all fund types is projected to total \$12.9 million. The budget reflects the Council's goals and objectives and provides the necessary funding so that the organization maintains core public service levels. Also included is the Position Authorization Resolution to establish position approved by council. A copy of the budget document is enclosed herein as to Resolution No. 2563. The proposed FY 2022/23 budget is presented for Council's review and adoption.

The total City-wide proposed budget for FY 2022/23 is \$12,932,804 and expenditures by fund type are summarized below:

General Fund	\$ 5,939,826
Special Revenue Funds	\$ 3,492,975
Enterprise Funds	\$ 2,720,123
Debt Service Funds	\$ 287,443
Public Financing Authority	\$ 383,268
Successor Agency	\$ 109,169
Total Budget	\$12,932,804

Budget highlights for the FY 2022/23:

- New Administrative Assistant (Finance, City Clerk, City Manager).
- New Maintenance Worker Assistant-Park Maintenance- General Fund reimbursed 90% from Utility Users Tax (UUT).
- 2 Part-time Police Community Service Officers (CSO).
- \$65,000 Measure N funding for a Police Vehicle.
- \$65,000 COPS funding for a Police Vehicle.
- 5 new electric carts (2-Water 2-Street-1 Parks) grant funded by San Joaquin Valley Air Pollution Control District.
- New Harris Park and improvements to Donny Wright Park grant funded by Prop 68.

A brief summary of each fund type is provided below:

#### General Fund

The General Fund accounts for core public services such as Police, Fire, Parks and Recreation, Administration and Finance. The General Fund is primarily funded from general tax revenues with the largest source coming from sales tax and property taxes. During the May 3rd Council workshop the proposed General Fund revenues over expenses reflected a slight surplus of \$23,739.

#### Special Revenue Funds

The proposed Special Revenue Funds for Fiscal year 2022/23 total \$3.5 million. The Special Revenue Funds are used to account for restricted revenues such as the UUT, District Sales Tax (Measure N), Gas Tax, COPS grant, Street Funding and Impact fees.

#### Enterprise Funds

The Enterprise Funds include Water Utility fund, Water Well Maintenance, Groundwater Recharge CID, and TCP. Revenues to cover expenses in these funds come primarily from user fees. The total proposed budget for all Enterprise Funds is \$2.7 million.

Appropriation Limit

Proposition 4 approved by the voters in November 1979 added California Constitution, Article XIII B. Article XIII B requires cities to adopt annual appropriation limits as part of their budget adoption process. The City's appropriations limit is adjusted annually based upon inflation and population growth. The calculated appropriation limit for FY 2022/23 is \$11,290,317.

Resolution No. 2564 enclosed herein reflects the annual appropriation limits for FY 2022/23 and respective backup documentation.

Joint Meeting of Public Finance Authority

Also included is Resolution No. PFA 2022-01.

**ENVIRONMENTAL REVIEW**

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

**FISCAL IMPACT**

The adoption of the proposed City of Fowler Fiscal Year 2022/23 budget sets for the appropriations for the delivery of municipal services.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2563 Adopting the FY 2022/23 Budget
- Resolution No. 2564 Adopting the Appropriation Limit for FY 2022/23
- Resolution No. 2565 Approving the Position Authorized Resolution
- Resolution No. PFA 2022-01 Adopting the Fowler Public Financing Authority FY 2022/23 Budget
- 9 pages reflecting changes to proposed FY 22/23 Budget

## RESOLUTION NO. 2563

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FOWLER, ACTING IN ITS CAPACITY AS CITY COUNCIL TO  
THE CITY, SUCCESSOR AGENCY TO THE FORMER  
REDEVELOPMENT AGENCY, AND AS THE BOARD OF THE  
PUBLIC FINANCING AUTHORITY, ADOPTING THE FINAL  
ANNUAL BUDGET OF THE CITY OF FOWLER AND PROVIDING  
FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS  
SET FORTH IN SAID FINAL BUDGET FOR THE 2022/2023  
FISCAL YEAR**

WHEREAS, the City Manager has prepared and submitted to the City Council a proposed budget for the 2022/2023 fiscal year, starting July 1, 2022; and

WHEREAS, the City Council as the legislative body of the City has reviewed and modified the proposed budget; and

WHEREAS, the City Council has determined that it is necessary for the efficient management of the City that certain sums of revenue of the City be appropriated to various departments, offices, agencies and activities of the City.

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

Section 1: A certain document on file in the office of the Finance Director of the City of Fowler being marked and designated “City of Fowler – Annual Budget – Fiscal Year 2022/2023” as prepared by the City Manager and amended by the City Council, is hereby adopted as the Final Budget for the 2022/2023 Fiscal Year, commencing July 1, 2022.

Section 2: The following sums of money are hereby appropriated from the revenue of the City of Fowler for activities of the City, including transfers and capital projects during the 2022/2023 fiscal year.

General Fund	\$ 5,939,826
Special Revenue Funds	3,492,975
Enterprise Fund	2,720,123
Debt Service Funds	287,443
Public Financing Authority	383,268
Successor Agency	<u>109,169</u>
Total Budget	\$ 12,932,804



**THE FOREGOING RESOLUTION** of the City Council of the City of Fowler was duly and regularly introduced, passed and adopted at a regular meeting of the City Council on the 7th day of June 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

---

Mark Rodriquez, Mayor Pro-Tem

**ATTEST:**

---

Angela Vasquez, Deputy City Clerk

## **RESOLUTION NO. 2564**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORNIA, ESTABLISHING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2022/2023 PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION**

**WHEREAS**, Article XIII B of the California Constitution provides that the total annual appropriation subject to limitation of each governmental agency, including this City, shall not exceed the appropriation limit of such entity of government for the prior year adjusted for changes in inflation and population, except as otherwise provided for in said Article XIII B and implementing State statutes; and

**WHEREAS**, pursuant to Proposition 111 approved by the voters in 1990, said Article XIII B was modified and the City Council of the City of Fowler may annually elect one of two options for the inflation growth and the population growth; and

**WHEREAS**, the City Council of the City of Fowler has selected the growth of the city as the population factor; and

**WHEREAS**, the City Council of the City of Fowler has calculated on Attachment A and determined that said appropriations limit for fiscal year 2022/2023 be established in the amount of \$11,290,317 and

**WHEREAS**, the Finance Director has made available to the public for the previous fifteen days the documentation used in the determination of the appropriations limit.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that an appropriations limit in said amount be \$11,290,317 and the same is hereby established for fiscal year 2022/2023.

**THE FOREGOING RESOLUTION** of the City Council of the City of Fowler was duly and regularly introduced, passed and adopted at a regular meeting of the City Council on the 7th day of June 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

---

Mark Rodriquez, Mayor Pro-Tem

**ATTEST:**

---

Angela Vasquez, Deputy City Clerk

City of Fowler  
Appropriation Limit  
Fiscal Year 2022-2023

Article XIII B of the California Constitution requires an annual calculation of the City's appropriation limitation. The City's General Fund Expenditure may not increase beyond the relation to changes in per capita income and population change.

Population % Change		Factor
Population 01-01-2021	6,863	
Population 01-01-2022	6,962	
Percent Change 2021-2022	1.44%	1.443

Per Capita Personal Income

California per Capita Personal Income	7,550
---------------------------------------	-------

Growth Factor

Population Change X Per Capita Change

1.0144	x	1.0755	1.0910
--------	---	--------	--------

Fiscal Year 2022-2023 Appropriation Limit Calculation

Fiscal Year 2021-2022 Appropriation Limit	\$10,348,459
Growth Factor	1.0910
2022-2023 Appropriation Limit	<u>\$11,290,317</u>

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

**Please Note:** The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER  
Director  
By:

ERIKA LI  
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

**2022-23:**

Per Capita Cost of Living Change = 7.55 percent  
Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio:  $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio:  $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23:  $1.0755 \times 0.997 = 1.0723$

Fiscal Year 2022-23

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022**

County City	Percent Change 2021-2022	--- Population Minus Exclusions ---		Total Population
		1-1-21	1-1-22	1-1-2022
Fresno				
Clovis	1.64	121,667	123,665	123,665
Coalinga	-0.69	13,453	13,360	17,277
Firebaugh	3.37	8,164	8,439	8,439
Fowler	1.44	<del>6,863</del>	<del>6,962</del>	<del>6,962</del>
Fresno	0.17	542,416	543,346	543,660
Huron	-0.10	6,176	6,170	6,170
Kerman	3.51	16,074	16,639	16,639
Kingsburg	-0.22	12,533	12,506	12,506
Mendota	-0.47	12,499	12,440	12,440
Orange Cove	-0.59	9,553	9,497	9,497
Parlier	-0.38	14,553	14,497	14,497
Reedley	0.21	24,929	24,982	24,982
Sanger	-0.96	26,558	26,304	26,304
San Joaquin	-0.95	3,674	3,639	3,639
Selma	-0.73	24,702	24,522	24,522
Unincorporated	-0.80	160,081	158,799	160,074
County Total	0.19	1,003,895	1,005,767	1,011,273

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**RESOLUTION NO. 2565**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
ESTABLISHING THE NUMBER OF FULL-TIME POSITIONS AUTHORIZED IN THE  
CITY FOR FISCAL YEAR 2022/2023**

**WHEREAS**, maintaining a **Position Authorization Resolution** is an essential best practice in municipal budgeting and internal controls; and

**WHEREAS**, the number of full-time positions in which persons may be employed by the City during Fiscal Year 2022/2023 is set forth in **Attachment A** of this Resolution; and

**WHEREAS**, that the number of persons employed in full-time positions shall not exceed the total number of authorized positions; and

**WHEREAS**, a change in the total number of full-time positions authorized in the City shall only be accomplished by Resolution of the Council; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that the number of full-time positions in which persons may be employed by the City during Fiscal Year 2022/2023 is hereby established by this **Position Authorization Resolution** and shall be as set forth in **Attachment A** of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 7th day of June 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

\_\_\_\_\_  
Mark Rodriquez, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Angela Vasquez, Deputy City Clerk



**RESOLUTION NO. PFA 2022-01**

**A RESOLUTION OF THE FOWLER PUBLIC FINANCING AUTHORITY,  
COUNTY OF FRESNO, STATE OF CALIFORNIA,  
ADOPTING THE PUBLIC FINANCING AUTHORITY ANNUAL BUDGET AND  
APPROPRIATING REVENUE OF THE AUTHORITY FOR  
THE 2022/2023 FISCAL YEAR**

**WHEREAS**, the Executive Director has prepared and submitted to the Fowler Public Financing Authority Board a proposed budget for the 2022/2023 fiscal year, starting July 1, 2022; and

**WHEREAS**, the Board as the legislative body of the Public Financing Authority has received and modified this proposed budget; and

**WHEREAS**, the Board has determined that it is necessary for the efficient management of the Public Financing Authority that certain sums of revenue of the Public Financing Authority be appropriated to various departments, offices, agencies and activities of the Public Financing Authority.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Public Financing Authority as follows:

Section 1. A certain document on file in the office of the Finance Director of the Public Financing Authority being marked and designated “Public Financing Authority – Annual Budget – Fiscal Year 2022/2023” said document as prepared by the Executive Director, amended by the Board, is hereby adopted for the Fiscal Year, commencing July 1, 2022.

Section 2. The following sums of money are hereby appropriated from the revenue of the Public Financing Authority for activities of the Board, including transfers and capital projects during the 2022/2023 fiscal year.

Public Financing Authority	\$383,268
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**THE FOREGOING RESOLUTION** of the City Council of the City of Fowler was duly and regularly introduced, passed and adopted at a regular meeting of the City Council on the 7th day of June 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

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Mark Rodriquez, Mayor Pro-Tem

**ATTEST:**

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Angela Vasquez, Deputy City Clerk



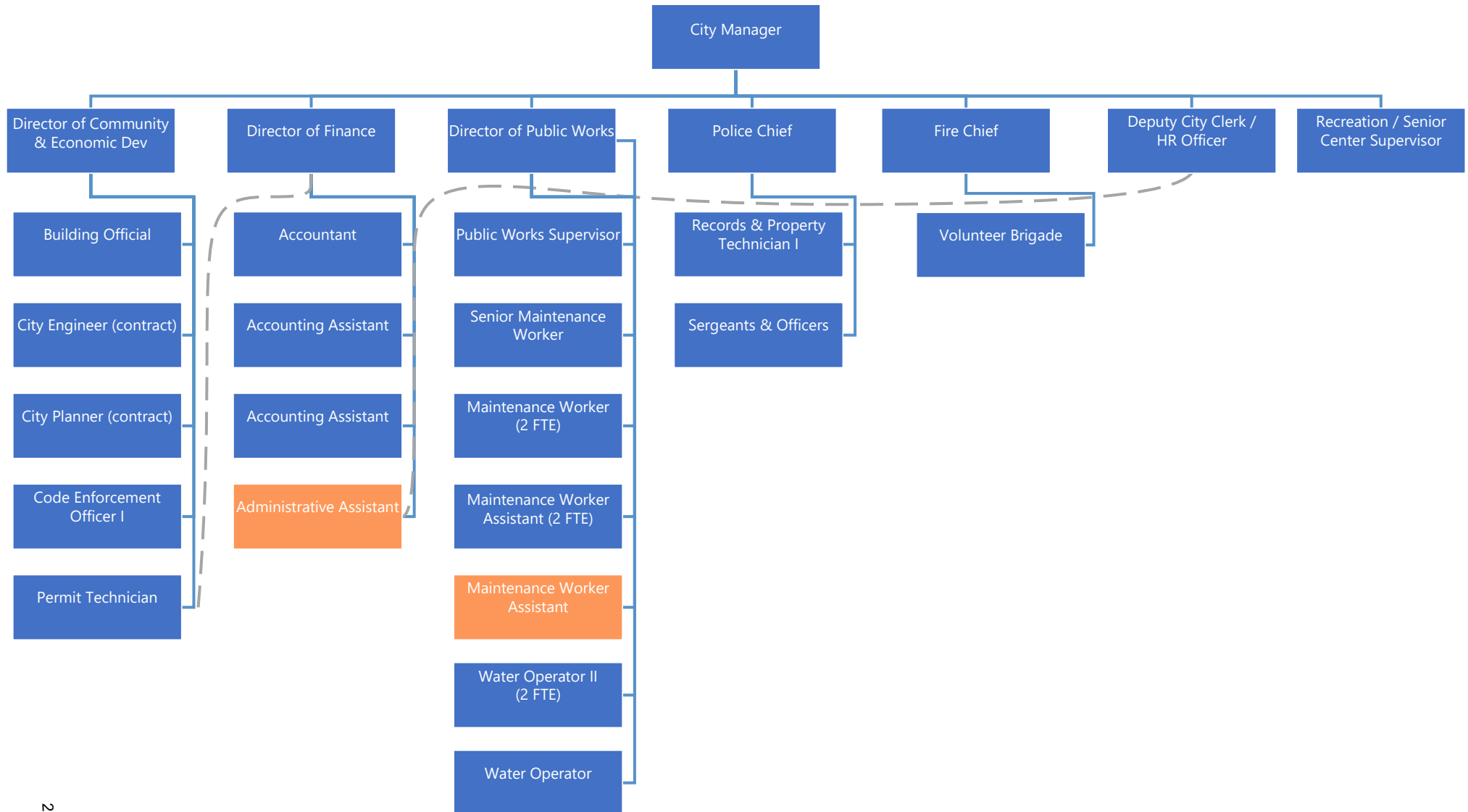
# CITY OF FOWLER



**June 7, 2022  
Proposed Budget  
Fiscal Year 2022-23**



# City of Fowler



**City of Fowler**  
**Position Authorization Resolution\***  
**Attachment A**

<b>Classification</b>	<b>FTE</b>	<b>Primary Dept</b>
City Manager	1.0	Administration
Deputy City Clerk/Human Resource Officer	1.0	Clerk
Finance Director	1.0	Finance
Accounting Assistant	2.0	Finance
Administrative Assistant	1.0	Finance
Accountant	1.0	Finance
Permit Technician	1.0	Comm Dev
Code Enforcement Officer I	1.0	Comm Dev
Records and Property Technician I	1.0	Police
Community and Economic Development Director	1.0	Comm Dev
Building Official	1.0	Comm Dev
Police Chief	1.0	Police
Police Lieutenant	1.0	Police
Police Sergeant	1.0	Police
Police Officer	9.0	Police
Public Works Director	1.0	PW
Public Works Supervisor	1.0	PW
Maintenance Assistant	3.0	PW
Maintenance Worker	2.0	PW
Senior Maintenance Worker	1.0	PW
Water Operator	1.0	PW
Water Operator II	2.0	PW
Recreation and Senior Center Supervisor	1.0	Senior/Recreation

**\*Full time positions**

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**36.0**

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Salary & Benefits Cost Allocation  
FY 2022-2023

<u>Title</u>	<u>General Fund</u>	<u>GF Admin</u>	<u>GF City Clerk</u>	<u>GF Finance</u>	<u>GF Police</u>	<u>GF Fire</u>	<u>GF St Maint</u>	<u>GF Parks</u>	<u>GF Plan</u>	<u>GF Bldg</u>	<u>GF Rec</u>	<u>GF Sn Ctr</u>	<u>Water Fund</u>	<u>Successor Agency</u>
*City Manager	70.0%	70.0%											30.0%	
*Deputy City Clerk/Human Resource Officer	55.0%		55.0%										45.0%	
*Finance Director	41.0%			41.0%									50.0%	9.0%
*Accountant	50.0%			50.0%									50.0%	
Accounting Assistant	0.0%												100.0%	
Accounting Assistant	90.0%	90.0%											10.0%	
**Administrative Assistant	100.0%	50.0%	25.0%										25.0%	
Community & Economic Development Director	90.0%								40.0%	50.0%			10.0%	
Code Enforcement Officer I	100.0%				25.0%	25.0%				50.0%				
Permit Technician	75.0%			15.0%					25.0%	25.0%	10.0%		25.0%	
Records & Property Technician I	100.0%				100.0%									
Building Official	100.0%									100.0%				
Public Works Director	40.0%						40.0%						60.0%	
Senior Maintenance Worker	100.0%						50.0%	50.0%						
Maintenance Worker (2)	100.0%						50.0%	50.0%						
Water Operator	100.0%						100.0%							
**Maintenance Assistant (Janitorial/Park Maint) (2)	100.0%							100.0%						
Water Operator II (2)	0.0%												100.0%	
Maintenance Assistant	0.0%												100.0%	
Fire Chief/PW Supervisor	75.0%					25.0%	25.0%	25.0%					25.0%	
Recreation and Senior Center Supervisor	100.0%										50.0%	50.0%		
Police Chief	100.0%				100.0%									
Police Officer + 5% POST (2)	100.0%				100.0%									
Police Officer + 2% POST (1)	100.0%				100.0%									
Police Officer (6) 1 vacant	100.0%				100.0%									
Police Officer Lieutenant (1) Vacant	100.0%				100.0%									
Police Sergeant+5%POST (1)	100.0%				100.0%									

\*New Cost Distribution

\*\*New Positions

**SALARY CLASSIFICATIONS & CORRESPONDING STEP PER POSITION**  
FISCAL YEAR 2022-2023

After Classification & Compensation Study

Effective 7/1/2022

Rev 6/7/2022

FULL TIME POSITION/CLASSIFICATION TITLE	MONTHLY PAY				
	STEP A	STEP B	STEP C	STEP D	STEP E
CITY MANAGER					15,356 *
ASSISTANT CITY MANAGER	9,702	10,188	10,697	11,232	11,793
CITY CLERK	5,777	6,066	6,369	6,687	7,022
DEPUTY CITY CLERK/HUMAN RESOURCE OFFICER	5,233	5,495	5,770	6,058	6,361
ACCOUNTANT	4,403	4,623	4,854	5,097	5,351 Y
ACCOUNTING ASSISTANT	3,274	3,437	3,609	3,790	3,979
ACCOUNTING TECHNICIAN	3,613	3,794	3,984	4,183	4,392
ADMINISTRATIVE ASSISTANT	3,613	3,794	3,984	4,183	4,392
BUILDING INSPECTOR I	3,613	3,794	3,984	4,183	4,392
BUILDING INSPECTOR II	4,191	4,400	4,620	4,851	5,094
BUILDING OFFICIAL	5,636	5,918	6,213	6,524	6,850 AA
CODE ENFORCEMENT OFFICER I	3,116	3,272	3,435	3,607	3,787
CODE ENFORCEMENT OFFICER II	3,613	3,794	3,984	4,183	4,392
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	7,963	8,361	8,779	9,218	9,679
FINANCE DIRECTOR	8,576	9,004	9,454	9,927	10,424
FIRE CHIEF	8,366	8,785	9,224	9,685	10,169
MAINTENANCE ASSISTANT	2,966	3,114	3,270	3,433	3,605
MAINTENANCE WORKER	3,439	3,611	3,792	3,981	4,181
SENIOR MAINTENANCE WORKER	3,796	3,986	4,186	4,395	4,615 Y
PERMIT TECHNICIAN	3,525	3,702	3,887	4,081	4,285
POLICE CHIEF	9,010	9,460	9,933	10,430	10,951
POLICE CORPORAL	5,364	5,632	5,914	6,210	6,520
POLICE LIEUTENANT	6,867	7,210	7,570	7,949	8,346
POLICE OFFICER	4,626	4,857	5,100	5,355	5,622 AA, AA
POLICE OFFICER + 2% POST	4,719	4,954	5,202	5,462	5,734
POLICE OFFICER + 5% POST	4,857	5,100	5,355	5,623	5,903
POLICE SERGEANT	5,921	6,217	6,528	6,854	7,197
POLICE SERGEANT + 2% POST	6,039	6,341	6,659	6,991	7,341
POLICE SERGEANT + 5% POST	6,217	6,528	6,854	7,197	7,557 AA
PUBLIC WORKS DIRECTOR	7,963	8,361	8,779	9,218	9,679
PUBLIC WORKS SUPERVISOR	5,636	5,918	6,213	6,524	6,850
RECORDS AND PROPERTY TECHNICIAN I	2,893	3,038	3,190	3,349	3,517 Y
RECORDS AND PROPERTY TECHNICIAN II	3,355	3,523	3,699	3,884	4,079
RECREATION AND SENIOR CENTER SUPERVISOR	5,106	5,361	5,629	5,911	6,206
WATER OPERATOR IN TRAINING	2,893	3,038	3,190	3,349	3,517 Z
WATER OPERATOR I	3,355	3,523	3,699	3,884	4,079
WATER OPERATOR II	3,704	3,889	4,083	4,288	4,502 Y,Y

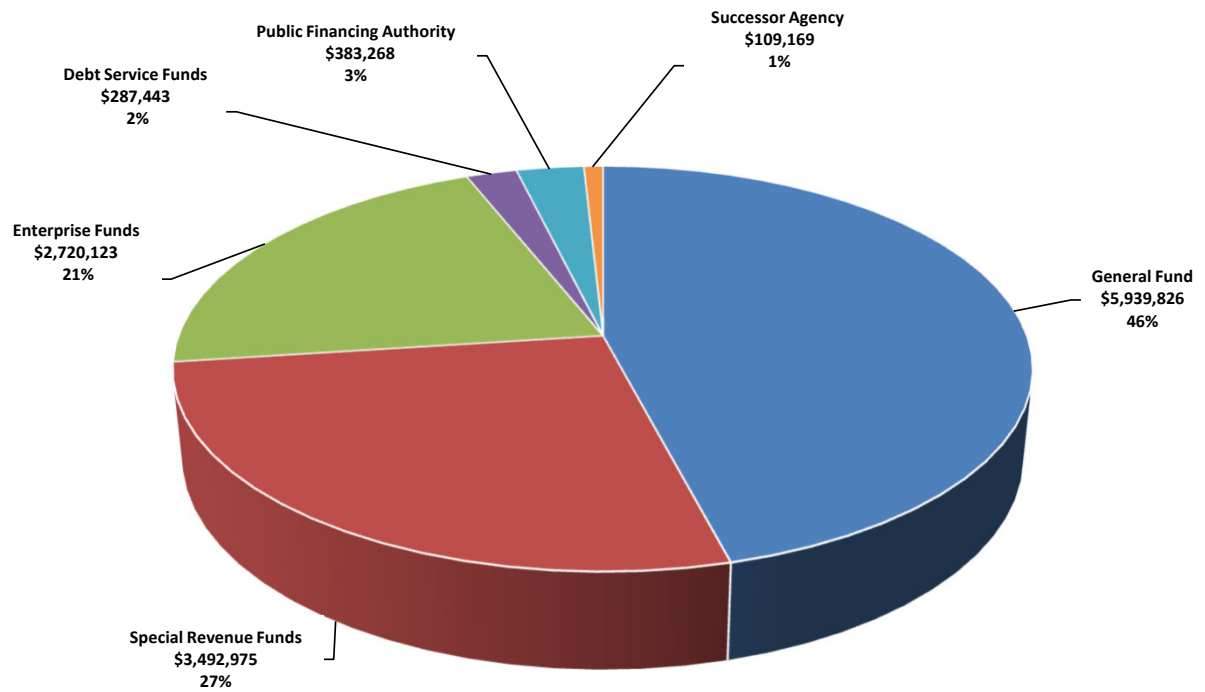
\*Negotiated by Council approved agreement

AA indicates employee received a market adjustment towards reaching Step A of the classification

Y indicates employee with a grandfathered salary above Step E

Z indicates employee placed in this classification at a salary above Step E until minimum qualifications are met for Water Operator II

### City of Fowler Expenditures All Funds



# AB1600-WATER

**Description:** The fees in this fund are charged to new development to supplement the cost of new water facilities in the City.

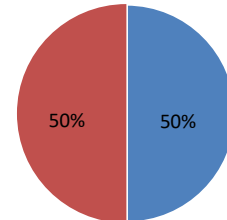
**Budget Highlights:** None

**\*No expenses budgeted**

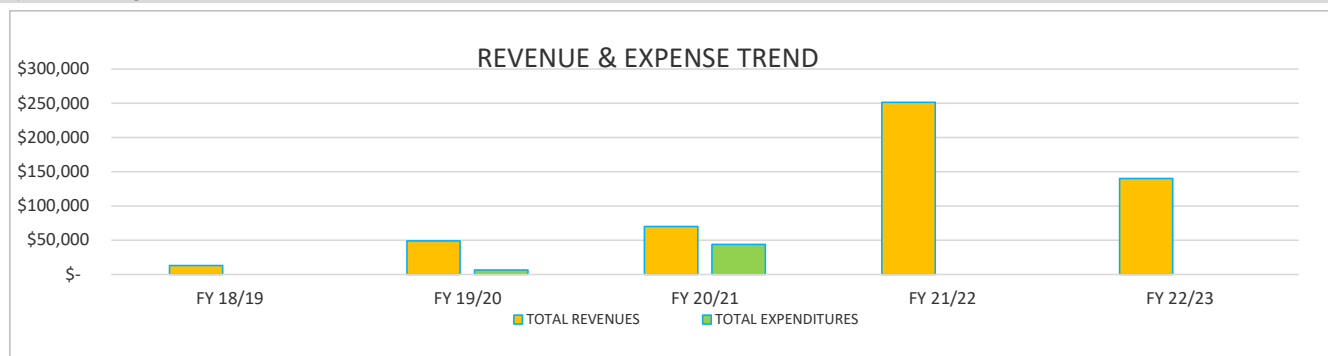
## REVENUES

■ Streets Development Fees

■ Water Development Fees



AB1600-Water Fund 760	FY 18/19 ACTUAL	FY 19/20 ACTUAL	FY 20/21 ACTUAL	FY 21/22 ADOPTED	FY 21/22 PROJECTED	FY 22/23 PROPOSED	% Change
<b>REVENUE</b>							
Interest Income	\$ 372	\$ 90	\$ -	\$ -	\$ -	\$ -	
Streets Development Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Development Fees	\$ 12,708	\$ 49,046	\$ 70,132	\$ 140,000	\$ 251,628	\$ 140,000	-71.07%
<b>TOTAL REVENUES</b>	<b>\$ 13,080</b>	<b>\$ 49,136</b>	<b>\$ 70,132</b>	<b>\$ 140,000</b>	<b>\$ 251,628</b>	<b>\$ 140,000</b>	
<b>EXPENDITURES</b>							
Engineering Consulting	\$ -	\$ 6,675	\$ 43,985	\$ -	\$ -	\$ -	
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 6,675</b>	<b>\$ 43,985</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
Net Revenue/(Expenditures)	\$ 13,080	\$ 42,461	\$ 26,147	\$ 140,000	\$ 251,628	\$ 140,000	
Changes in Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Net Increase/(Decrease) in Fund Balance</b>	<b>\$ 13,080</b>	<b>\$ 42,461</b>	<b>\$ 26,147</b>	<b>\$ 140,000</b>	<b>\$ 251,628</b>	<b>\$ 140,000</b>	
Beginning Fund Balance July 1	\$ 351,516	\$ 364,533	\$ 406,994	\$ 433,141	\$ 433,141	\$ 684,769	
Ending Fund Balance June 30	\$ 364,596	\$ 406,994	\$ 433,141	\$ 573,141	\$ 684,769	\$ 824,769	
Adjustment to Fund Balance	\$ (63)	\$ -	\$ -	\$ -	\$ -	\$ -	
Adjusted Ending Fund Balance	\$ 364,533	\$ 406,994	\$ 433,141	\$ 573,141	\$ 684,769	\$ 824,769	

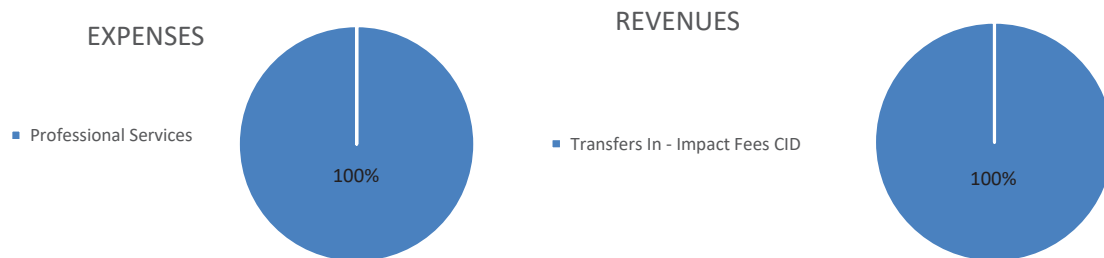




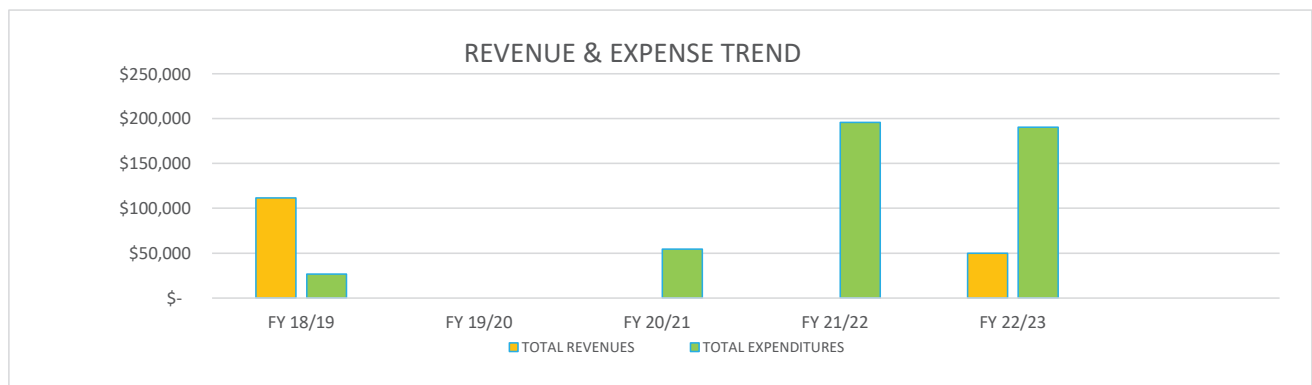
# GROUNDWATER RECHARGE (SKGSA)

**Description:** The Groundwater Fund will handle all the implementation projects for the Groundwater Sustainability Plan, as required by the SGMA and Department of Water Resources in an effort to reach sustainability.

**Budget Highlights** The South Kings Groundwater Sustainability Agency is formed by 5 different Cities: Fowler, Sanger, Del Rey CSD, Kingsburg, Parlier.



Groundwater Recharge CID 502	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 21/22	FY 22/23	%
	ACTUAL	ACTUAL	ACTUAL	ADOPTED	PROJECTED	PROPOSED	Change
<b>REVENUE</b>							
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers In - Impact Fees CID	\$ 65,986	\$ -	\$ -	\$ -	\$ -	\$ 50,000	0.00%
Transfers In - Water Fund	\$ 45,776	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL REVENUES</b>	<b>\$ 111,762</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>	
<b>EXPENDITURES</b>							
Professional Services	\$ 25,563	\$ -	\$ 54,314	\$ 195,684	\$ 195,684	\$ 190,432	-2.68%
Legal	\$ 1,073	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL EXPENDITURES</b>	<b>\$ 26,636</b>	<b>\$ -</b>	<b>\$ 54,314</b>	<b>\$ 195,684</b>	<b>\$ 195,684</b>	<b>\$ 190,432</b>	
Net Revenue/(Expenditures)	\$ 85,126	\$ -	\$ (54,314)	\$ (195,684)	\$ (195,684)	\$ (140,432)	
Changes in Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Net Increase/(Decrease) in Fund Balance</b>	<b>\$ 85,126</b>	<b>\$ -</b>	<b>\$ (54,314)</b>	<b>\$ (195,684)</b>	<b>\$ (195,684)</b>	<b>\$ (140,432)</b>	
Beginning Fund Balance July 1	\$ 118,910	\$ 157,187	\$ 157,187	\$ 102,873	\$ 102,873	\$ (92,811)	
Ending Fund Balance June 30	\$ 204,036	\$ 157,187	\$ 102,873	\$ (92,811)	\$ (92,811)	\$ (233,243)	
Adjustment to Fund Balance	\$ (46,849)	\$ -	\$ -			\$ -	
Adjusted Ending Fund Balance	\$ 157,187	\$ 157,187	\$ 102,873	\$ (92,811)	\$ (92,811)	\$ (233,243)	



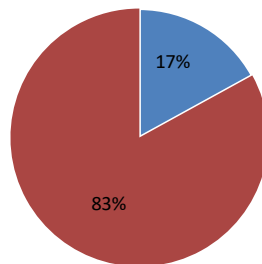
# REDEVELOPMENT SUCCESSOR AGENCY FUND

**Description:** This is a fund that accounts for the new State Law on Redevelopment Successor Agencies. The fund will account for debt of the agency per the adopted and approved ROPS (Recognized Obligation Payment Schedule). The Successor Agency will receive tax debt of the Agency. All of debt will be accounted for in this fund until it is retired, at that time the fund increment to cover the recognized obligation will be ended.

**Budget Highlights:** None

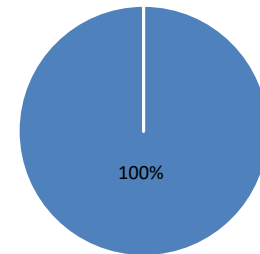
**EXPENSES**

- Wages and Benefits
- Maintenance and Operation

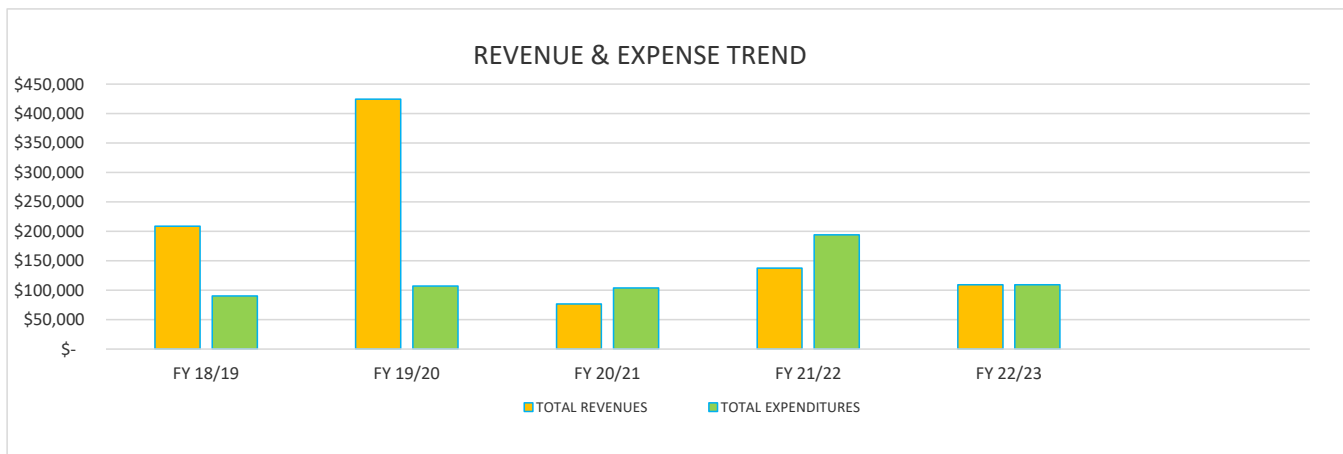


**REVENUES**

Tax Increment



Successor Agency 850	FY 18/19 ACTUAL	FY 19/20 ACTUAL	FY 20/21 ACTUAL	FY 21/22 ADOPTED	FY 21/22 PROJECTED	FY 22/23 PROPOSED	% Change
<b>REVENUE</b>							
Tax Increment	\$ 208,788	\$ 424,527	\$ 76,736	\$ 137,250	\$ 137,250	\$ 109,169	-20.46%
<b>TOTAL REVENUES</b>	<b>\$ 208,788</b>	<b>\$ 424,527</b>	<b>\$ 76,736</b>	<b>\$ 137,250</b>	<b>\$ 137,250</b>	<b>\$ 109,169</b>	<b>42.27%</b>
<b>EXPENDITURES</b>							
Wages and Benefits	\$ 10,300	\$ 11,346	\$ 11,321	\$ 96,208	\$ 96,208	\$ 18,769	-80.49%
Maintenance and Operation	\$ 79,634	\$ 95,688	\$ 92,275	\$ 97,627	\$ 97,627	\$ 90,400	-7.40%
<b>TOTAL EXPENDITURES</b>	<b>\$ 89,934</b>	<b>\$ 107,034</b>	<b>\$ 103,596</b>	<b>\$ 193,835</b>	<b>\$ 193,835</b>	<b>\$ 109,169</b>	<b>5.38%</b>
Net Revenue/(Expenditures)	\$ 118,854	\$ 317,493	\$ (26,860)	\$ (56,585)	\$ (56,585)	\$ -	
Changes in Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Net Increase/(Decrease) in Fund Balance</b>	<b>\$ 118,854</b>	<b>\$ 317,493</b>	<b>\$ (26,860)</b>	<b>\$ (56,585)</b>	<b>\$ (56,585)</b>	<b>\$ -</b>	
Beginning Fund Balance July 1	\$ -	\$ 118,854	\$ 436,347	\$ 409,487	\$ 409,487	\$ 352,902	
Ending Fund Balance June 30	\$ 118,854	\$ 436,347	\$ 409,487	\$ 352,902	\$ 352,902	\$ 352,902	
Adjustment to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Adjusted Ending Fund Balance	\$ 118,854	\$ 436,347	\$ 409,487	\$ 352,902	\$ 352,902	\$ 352,902	





## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 8-Aii

### **REPORT TO THE CITY COUNCIL**

June 7, 2022

**FROM** DARIO DOMINGUEZ, Public Works Director

### **SUBJECT**

APPROVE a contract with Advanced Lighting Services Inc., in the amount of \$101,527.23 for the Lighting (LED) Project Phase 1 and authorize the City Manager or her designee to execute the agreement (Due to On Bill Financing there is no cost to the City).

### **RECOMMENDATION**

Staff recommends the City Council approve a contract with Advanced Lighting Services Inc., in the amount of \$101,527.23 for the LED Project Phase 1 and authorize the City Manager or her designee to execute the agreement (Due to On Bill Financing there is no cost to the City).

### **BACKGROUND**

On April 1, 2022, Staff received a proposal from Advanced Lighting Services Inc., to provide LED lighting upgrades to the City's buildings which include City Hall, Police Department, Public Works Yard, Planning/Building Department, and Panzak Park.

The project will be financed through PG&E's On-Bill Financing (OBF). program OBF is a lending method of financing energy improvements for non-residential PG&E customers that uses the utility bill as the repayment vehicle. On-Bill Financing loans are calculated to be "bill-neutral" where the projected monthly energy savings offset the fixed monthly loan installment.

OBF Features:

- Loan has no interest
- Expected energy savings from improvements cover the loan repayment cost

- All loans are a line item on the customer's utility bills and repaid through monthly utility bills
- As Customers repay their loans, funds can be loaned out again

Phase 1 Project Summary of the Advanced Lighting Services, Inc proposal and contractual terms below:

Location	Project Price (Tax Included)	Estimated Annual Energy Savings, \$	Estimated Annual Energy Savings, (kWh/yr)	Estimated Monthly Bill	Simple Payback, Years	Utility Rate (kWh)	Customer Buy Down
Panzak Park	\$21,553.09	\$3,281.78	12972	\$269.41	6.57	0.25	\$
Bldg and Planning	\$7,112.32	\$753.76	2777	\$62.39	9.44	0.27	\$
City Hall / PD	\$50,473.60	\$6,653.07	25713	\$548.63	7.59	0.26	\$
Public Works Yard	\$22,388.22	\$5,177.20	18490	\$422.42	4.33	0.28	\$
Total:	\$101,527.23	\$15,865.81	59,952		6.90		

**Total Price:** \$101,527.23

**Estimated Annual Energy Savings:** \$15,865.81

**Payback, Years:** 6.90 yrs

This scope represents Phase 1 of the project. Staff is currently working with the consultant on a Phase 2 scope that will include the decorative lights along Merced Street and other potential projects.

The project schedule is dependent of the OBF loan. The loan will likely be approved in the next 4 months. Advanced Lighting will proceed upon approval and complete the project by the end of the calendar year 2022.

## ENVIRONMENTAL REVIEW

Energy conservation improvements, including lighting upgrades, at existing facilities are categorically exempt pursuant to CEQA Guidelines section 15301.

## FISCAL IMPACT

Upon Council approval, the City will be entering into a contract with Advanced Lighting and Advanced Lighting will bill PG&E directly for work performed.

The City will achieve immediate monthly savings which will offset the cost of the project after approximately 6.9 years.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Agreement



## Advanced Lighting Services, Inc.

### Lighting Project Agreement

This Lighting Project Agreement (Agreement) is entered into and effective on June 7, 2022, by and between  
Advanced Lighting Services, Inc. a California Corporation, (6681 Sierra Lane, Ste A, Dublin, CA 94568) And  
City of Fowler (128 S. 5<sup>th</sup> Street, Fowler, CA 93625)

Witnesseth That:

Whereas, Advanced Lighting Services, Inc. is a licensed electrical contractor (C10 668348); and

Whereas, the City of Fowler (City) desires to contract with Advanced Lighting Services, Inc. (ALSI) to perform lighting upgrades in accordance with this Agreement and Attachments 1 (Project Summary – OBF) and 2 (Scope of Work) as part of an energy conservation lighting upgrade improvement project (Project) as authorized by Government Code Section 4217.10, et seq.; and

Whereas, ALSI is qualified and desires to perform the Project and lighting upgrade services set forth below and in accordance with the terms of this Agreement and Attachments 1 and 2 hereof.

Now therefore, the parties agree as follows:

1. Scope of Work. Advanced Lighting Services, Inc. will provide labor, material, equipment, disposal, and installation services as required for the lighting upgrade project described in Attachment 1 (Project Summary-OBF) at the various locations per Attachment 2 (Scope of Work). It is understood that the scope of work for this Project does not include other services (i.e., electrical, panel work), except as shall be agreed to between the parties pursuant to a Change Order.
2. Scheduling. Advanced Lighting Services, Inc. shall make all reasonable efforts to adhere to the schedule set forth by CITY OF FOWLER following approval of the PG&E OBF (On Bill Financing - bill neutral) Loan.
3. Materials. Advanced Lighting Services, Inc. shall not order any materials for the



Project until notice from the City of Fowler to proceed, which will not be issued until after the PG&E OBF Loan for the Project funding has been approved. Following the notice to proceed from the City of Fowler, Advanced Lighting Services, Inc. shall provide and install the material per the count specified in Attachment 2 (Scope of Work). In case of a change in material type or count, the parties agree to make appropriate accommodations via a change order. All materials furnished by Advanced Lighting Services, Inc. remain the property of Advanced Lighting Services, Inc., until all material is paid in full. In the event of a failure by City of Fowler to make payment of any sums due for material, Advanced Lighting Services, Inc. shall have the right to enter the premises at a reasonable time and remove materials furnished under this Agreement and owned by Advanced Lighting Services, Inc.

4. **Warranty.** Advanced Lighting Services, Inc., warrants to City of Fowler that the services will be performed in accordance with industry practices. In the event of any failure to so perform, Advanced Lighting Services, Inc. will, if notified of any such failure within six (6) months from the date of completion of such services, at Advanced Lighting Services' sole option, either repair or replace any damage resulting from the faulty service or replace any defective material furnished. The foregoing shall constitute the exclusive remedy of City of Fowler and the sole liability of Advanced Lighting Services, Inc. during the warranty period. This express warranty is the sole warranty by Advanced Lighting Services, Inc., and there are no other warranties whether written, oral, implied or statutory. Advanced Lighting Services, Inc. hereby assigns to the City of Fowler any and all existing assignable warranties of manufacturers of material, equipment, or items purchased by or through Advanced Lighting Services and installed or incorporated into the Project. Advanced Lighting Services, Inc. shall deliver all warranties, to the City of Fowler prior to final completion of the Project. Advanced Lighting Services, Inc. shall provide notice (with copies to the City of Fowler) to any such manufacturers of the assignment of warranties to the City of Fowler. In no event shall Advanced Lighting Services, Inc. be liable for special, incidental or consequential damages.
5. **Contract price.** The Project price is \$101,527.23, as set forth in Attachment 1 attached hereto and incorporated herein by reference. Upon approval through PG&E's OBF process, PG&E will send to the City of Fowler, OBF loan documents that contain the Project loan amounts. Any additional work to be performed will be submitted through a change order.
6. **Payment Terms.** Advanced Lighting Services, Inc.'s work will be compensated in a total lump sum payment not to exceed the approved loan amounts by PG&E's On-Bill Financing Program after the Scope of Work is completed to City's satisfaction.
7. **Term.** The term of this Agreement expires on December 31, 2022, unless otherwise agreed upon in writing by the parties. Advanced Lighting Services, Inc. will use its



- best efforts to complete the project during the term of this Agreement
8. **Change Orders.** Any work outside the scope set forth herein and in the Attachments 1 and 2 shall require a change order.
  9. **Termination.** Either party may terminate this Agreement for cause, such cause being a significant breach of the terms hereof by the defaulting party, which breach is not cured within ten (10) days of notification by the non-defaulting party.
  10. **Force Majeure.** If either party fails to perform its obligation under this Agreement as a result of strikes, act of God, weather conditions, inability to secure labor, or other delays beyond the control of the party to perform, then such failure to perform shall not be deemed a default under this Agreement and shall be excused without penalty until such time as the party is capable of performing.
  11. **Binding Agreement.** This Agreement shall be binding upon both parties and their respective successors and assigns from the effective date of this Agreement in accordance with its terms.
  12. **Entire Agreement.** This Agreement, along with Attachments 1 and 2 referenced and incorporated herein, constitute the entire Agreement between the parties with respect to the Lighting upgrade project and may not be amended except by a written Change Order or other writing signed by each of the parties.
  13. **Attorney's Fees.** In the event either party commences legal action against the other to enforce any provision, condition or covenant of the Agreement, the prevailing party in such action shall be entitled to recover the courts costs and reasonable attorneys' fees in the judgement entered in such action.
  14. **Time of Essence.** Time is of the essence regarding this Agreement and all obligations to be performed under this Agreement.
  15. **Invalidity of Provisions.** In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions of this Agreement, shall not be affected
  16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California.
  17. **Insurance.** Prior to commencement of the Project work, Advanced Lighting Services, Inc. shall obtain and keep in force and effect throughout the term of this Agreement minimum insurance coverage as follows: (i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; (ii) Worker's Compensation Insurance as required by the State of California; and (iii) Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.





In Witness whereof, the parties hereto have executed this Lighting Project Agreement.

CITY OF Fowler:

Advanced Lighting Services, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

B. David Taylor, President

\_\_\_\_\_  
Date

## Fowler - Project Summary (OBF)

**PHASE 1**

Location	OBF #	PROJECT Price (Tax Included)	Estimated Annual Energy Savings \$	Estimated Annual Energy Savings (kWh/yr)	ESTIMATED MONTHLY BILL	Simple Payback Years	Utility Rate (kWh)	Customer Buy Down
PANZAK PARK	13342	\$ 21,553.09	\$ 3,281.78	12972	\$ 269.41	6.57	0.25	\$ -
BLDG & PLANNING	13340	\$ 7,112.32	\$ 753.76	2777	\$ 62.39	9.44	0.27	\$ -
CITY HALL / PD	13341	\$ 50,473.60	\$ 6,653.07	25713	\$ 548.63	7.59	0.26	\$ -
PUBLIC WORKS YARD	13343	\$ 22,388.22	\$ 5,177.20	18490	\$ 422.42	4.33	0.28	\$ -
Total:		\$ 101,527.23	\$ 15,865.81	59952		6.98		

## ATTACHMENT 2 PROJECT SUMMARY - SCOPE OF WORK

ATTACHMENT 2 PROJECT SUMMARY - SCOPE OF WORK						
Location	Area	Qty	Fixture	Action	Proposed	Qty
City Hall	Police/ Council Chambers	33	CFL-CFL26W-1	Retrofit	10w 6" Can Retrofit 4000k	33
City Hall	Police/ Council Chambers	2	INCAN-I200-2	Replace	60w Canopy Light 5000k- OCC SENSOR ONLY	2
City Hall	Police/ Council Chambers	1	INCAN-I150-1	Replace	45W Wall Pack, photo cell and Occ Sensor - 5000k	1
City Hall	Police/ Council Chambers	16	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	16
City Hall	Police/ Council Chambers	15	CFL-CFL18W-1	Retrofit	10w 6" Can Retrofit 4000k	15
City Hall	Police/ Council Chambers	4	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	4
City Hall	Police/ Council Chambers	8	CFL-CFL18W-1	Retrofit	10w 6" Can Retrofit 4000k	8
City Hall	Police/ Council Chambers	1	INCAN-I75-2	Replace	20w 9" ROUND DECORATIVE DISK 4000k- EMERGENCY	1
City Hall	Police/ Council Chambers	1	LED-LED A19-3	Replace	10w 2' Vanity Strip Fixture w LENS and SENSOR	1
City Hall	Police/ Council Chambers	1	CFL-CF42W-3	Replace	10w 2' Vanity Strip Fixture w LENS and SENSOR	1
City Hall	Police/ Council Chambers	1	F-F32T8-2	Retrofit	25w 1x4 Door Frame Kit 2700-6500k Tunable-SENSOR	1
City Hall	Police/ Council Chambers	1	F-F32T8-2	Replace	24w (2)T8 4' Lamp and Driver 4000k Lunera (NO SENSORS)	1
City Hall	Police/ Council Chambers	1	F-F32T8-2	Retrofit	25w 1x4 Door Frame Kit 2700-6500k Tunable-SENSOR	1
City Hall	Police/ Council Chambers	1	F-F32T8-4	Retrofit	48w (4)T8 4' Lamp and Driver 4000K Lunera (NO SENSORS)	1
City Hall	Police/ Council Chambers	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
City Hall	Police/ Council Chambers	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
City Hall	Police/ Council Chambers	6	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	6
City Hall	Police/ Council Chambers	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
City Hall	Police/ Council Chambers	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
City Hall	Police/ Council Chambers	1	F-F32T8-2	Retrofit	24w (2)T8 4' Lamp and Driver 4000k Lunera (NO SENSORS)	1
City Hall	Police/ Council Chambers	1	INCAN-I75-2	Retrofit	10w 2' Vanity Strip Fixture w LENS and SENSOR	1
City Hall	Police/ Council Chambers	1	F-F32T8-2	Retrofit	24w (2)T8 4' Lamp and Driver 4000k Lunera (NO SENSORS)	1
City Hall	Police/ Council Chambers	1	INCAN-I75-2	Retrofit	10w 2' Vanity Strip Fixture w LENS and SENSOR	1

ATTACHMENT 2 PROJECT SUMMARY - SCOPE OF WORK						
Location	Area	Qty	Fixture	Action	Proposed	Qty
City Hall	City Hall	1	F-F32T8-2	Replace	24w (2)T8 4' Lamp and Driver 4000k Lunera (NO SENSORS)	1
City Hall	City Hall	6	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	6
City Hall	City Hall	2	CFL-CFL18W-1	Retrofit	10w 6" Can Retrofit 4000k	2
City Hall	City Hall	1	INCAN-I150-1	Retrofit	10w 4" LED DISK for Keyless Applications - SENSOR	1
City Hall	City Hall	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
City Hall	City Hall	6	F-F32T8-2	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	6
City Hall	City Hall	3	CFL-CFL18W-1	Retrofit	10w 2' Vanity Strip Fixture w LENS and SENSOR	3
City Hall	City Hall	2	F-F32T8-2	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
City Hall	City Hall	3	CFL-CFL18W-1	Retrofit	10w 2' Vanity Strip Fixture w LENS and SENSOR	3
City Hall	City Hall	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
City Hall	City Hall	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
City Hall	City Hall	1	CFL-CFL18W-1	Retrofit	10w 4" LED DISK for Keyless Applications - SENSOR	1
City Hall	City Hall	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
City Hall	City Hall	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
Building Department Trailer	Interior	5	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	5
Building Department Trailer	Interior	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
Building Department Trailer	Interior	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
Building Department Trailer	Interior	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
Building Department Trailer	Interior	1	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	1
Building Department Trailer	Exterior	1	QUARTZ-Q150-1	Replace	45W Wallpack with Photo Cell and Occupancy Sensor 5K	1
Building Department Trailer	Exterior	2	HAL-H75-2	Replace	60w Canopy Light 5000k- OCC SENSOR ONLY	2
Panzak Park	Park	10	HPS-HPS250-1	Replace	75W Area Light with PC and Occupancy Sensor - Slipfitter 5000k	10

ATTACHMENT 2 PROJECT SUMMARY - SCOPE OF WORK						
Location	Area	Qty	Fixture	Action	Proposed	Qty
Panzak Park	Park	4	MH-MH150-1	Replace	45W Wall Pack, photo cell and Occ Sensor - 5000k	4
Panzak Park	Park	4	MH-MH400-1	Replace	250w Area Light Slipfitter-PC-OCC	4
Public Works Yard	Trailer Interior	3	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	3
Public Works Yard	Trailer Interior	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
Public Works Yard	Trailer Interior	1	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	1
Public Works Yard	Trailer Interior	2	F-F32T8-4	Retrofit	35w 2x4 Door Frame Kit 2700-6500k Tunable-SENSOR	2
Public Works Yard	Trailer Exterior	1	LED-LED PAR38-2	Replace	45W Wall Pack, photo cell and Occ Sensor - 5000k	1
Public Works Yard	Shop 1 Interior	3	F-F32T8-2	Replace	24w (2)T8 4' Lamp and Driver 4000k Lunera (NO SENSORS)	3
Public Works Yard	Shop 1 Interior	2	F-F96T8-2	Replace	52w 8' STRIP-CONVERT (1)8' strip fix to (2)26w 4' 2-Lamp strip kit-4000k	2
Public Works Yard	Shop 1 Interior	2	F-F32T8-4	Replace	24w (2)T8 4' Lamp and Driver 4000k Lunera (NO SENSORS)	2
Public Works Yard	Shop 1 Interior	2	CFL-CF42W-2	Replace	45w Mini Flood Fixture Knuckle Mount 5000k	2
Public Works Yard	Shop 2 Interior	5	F-F96T8-2	Replace	52w 8' STRIP-CONVERT (1)8' strip fix to (2)26w 4' 2-Lamp strip kit-4000k	5
Public Works Yard	Shop 2 Interior	3	F-F32T8-4	Retrofit	24w (2)T8 4' Lamp and Driver 4000k Lunera (NO SENSORS)	3
Public Works Yard	Shop 2 Interior	3	F-F32T8-4	Retrofit	24w (2)T8 4' Lamp and Driver 4000k Lunera (NO SENSORS)	3
Public Works Yard	Shop 2 Interior	1	F-F32T8-2	Retrofit	24w (2)T8 4' Lamp and Driver 4000k Lunera (NO SENSORS)	1
Public Works Yard	Shop 2 Interior	4	F-F32T8-2	Retrofit	24w (2)T8 4' Lamp and Driver 4000k Lunera (NO SENSORS)	4
Public Works Yard	Shop 2 Interior	1	F-F32T8-2	Retrofit	24w (2)T8 4' Lamp and Driver 4000k Lunera (NO SENSORS)	1
Public Works Yard	Shop 2 Interior	1	F-F96T8-2	Retrofit	60w 8' STRIP-CONVERT (1) 8' TO (4) 4' T8-4000K-SENSOR	1
Public Works Yard	Shop 2 Interior	2	F-F32T8-4	Retrofit	48w (4)T8 4' Lamp and Driver 4000K Lunera (NO SENSORS)	2
Public Works Yard	Shop 2 Interior	3	F-F32T8-2	Retrofit	24w (2)T8 4' Lamp and Driver 4000k Lunera (NO SENSORS)	3
Public Works Yard	Shop 2 Interior	2	F-F96T8-2	Retrofit	60w 8' STRIP-CONVERT (1) 8' TO (4) 4' T8-4000K-SENSOR	2

ATTACHMENT 2 PROJECT SUMMARY - SCOPE OF WORK						
Location	Area	Qty	Fixture	Action	Proposed	Qty
Public Works Yard	Shop 2 Exterior	3	HPS-HPS150-1	Replace	75W Area Light with PC and Occupancy Sensor - Slipfitter 5000k	3
Public Works Yard	Shop 2 Exterior	1	CFL-CF42W-2	Replace	45W Wall Pack, photo cell and Occ Sensor - 5000k	1



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 8-Bi

### **REPORT TO THE CITY COUNCIL**

June 7, 2022

**FROM** WILMA TUCKER, City Manager

### **SUBJECT**

APPROVE an Agreement for Fire Protection Services with Fresno County Fire Protection District for July 1, 2022 through June 30, 2025 in the amount of \$675,000 with annual escalations

### **RECOMMENDATION**

Staff recommend City Council approve an Agreement for Fire Protection Services with Fresno County Fire Protection District (FCFPD) for July 1, 2022 through June 30, 2025 in the amount of \$675,000 with annual escalations.

### **BACKGROUND**

Staff recently engaged a consultant to assess the Fowler Fire Department (FFD) and provide recommendations. The consultant identified several deficiencies which could potentially put the City at risk. These include insufficient personnel and resources to meet State-mandated training, limitations on the type of work volunteer firefighters can perform, emergency call response times, and the number of calls for service where FFD was unable to respond.

Subsequently, staff analyzed the costs of addressing the deficiencies and risks internally, versus contracting with FCFPD. That analysis concluded the cost to fund a fire department, with permanent staffing and initial capital outlay, would be approximately \$1,900,000 for the first year, and ongoing fixed annual costs of approximately \$1,500,000. In addition, this option would take approximately 18-24 months to implement. Furthermore, the Fowler fire station cannot house permanent staffing until buildout of Phase II is complete, which includes appropriate sleeping

quarters and showers. It is estimated that the cost for the Phase II buildout will be approximately \$1,000,000, and also take 18-24 months to complete.

Therefore, staff determined that contracting with FCFPD is the most prudent solution in terms of service to the community, cost effectiveness, time to implement, and reduced liability to the City. FCFPD will be able to provide similar response times within the City while eliminating situations where calls for service are not responded to.

In addition, FCFPD has significant depth in terms of the number of professional firefighters, command officers and specialized resources that can respond to incidents within the City, thus providing greater level of fire protection and emergency service to the City. FCFPD will automatically respond with the nearest available unit(s) to emergencies, including fire incidents, medical incidents, vehicle accidents, technical rescues, hazardous material releases, and other emergency and non-emergency incidents.

For the first year of the term of this Agreement, the City will pay FCFPD an annual fee of \$675,000. After the first year, annual contract cost escalations will be based on City's annual net assessed valuation provided by the Fresno County Assessor. Thus, any escalations in cost will be linked property tax revenue increases and not over-committing City fund sources.

If approved, FCFPD will initially be operating from their existing fire stations. During this time, staff will be engaging a consultant to prepare construction documents for the Phase II buildout of the City of Fowler's fire station to include the necessary full-service amenities such as sleeping quarters, shower facilities, and an apparatus bay exhaust system. Once the Phase II buildout of the City's fire station is complete, the station will be able to house a professional fire department, such as FCFPD, with the required livable quarters.

Contracting with FCFPD does not limit the City's ability to operate its own fire department in the future.

## **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

General Fund, Measure N, and Utility Users Tax revenues will be used to fund this agreement. A budget amendment resolution will be brought forward at a future meeting.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachment**

- FCFPD and the City of Fowler Agreement for Fire Protection Services
- PowerPoint Presentation



**FRESNO COUNTY FIRE PROTECTION DISTRICT  
AND  
THE CITY OF FOWLER  
AGREEMENT FOR FIRE PROTECTION SERVICES**

This Agreement For Fire Protection Services ("Agreement") is entered into and effective on July 1, 2022, by and between The Fresno County Fire Protection District (hereinafter referred to as "District") and the City of Fowler (hereinafter referred to as "City").

**RECITALS**

WHEREAS, the parties to this Agreement have the common power to provide fire protection services and desire to jointly exercise said power pursuant to this Agreement and authority granted under Section 6500, et seq., of the California Government Code, and

WHEREAS, the parties intend that this Agreement shall pertain to the areas within the City limits referred to herein as the "City Service Area", and

WHEREAS, the City desires to enhance fire protection, medical aid, and rescue services to the citizens within the City Service Area.

**AGREEMENT**

NOW THEREFORE, the parties agree:

**SECTION I: PURPOSE AND SCOPE**

A. The purpose of the Agreement is to arrange for the District, through its Cooperative Fire Protection Programs and current Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") see attached Exhibit "A", with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide the City with Fire Protection, Medical Services, and Rescue Service, (hereinafter referred to as "Fire Protection Services") in the City Service Area.

This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide Fire Protection Services. The parties hereto understand and agree that the Fire Protection Services to be provided under this Agreement must be consistent with the terms and conditions of the CAL FIRE Agreement, that no services may be provided by the District under this Agreement that are not consistent and in conformity with the CAL FIRE Agreement, and

that the District is under no obligation to provide services under this Agreement that are not consistent and in conformity with the CAL FIRE Agreement.

B. The scope of the Agreement is for the District to provide Fire Protection Services to the City within the City Service Area. The District agrees to automatically respond with the nearest available fire unit(s) to the following types of emergency incidents within the City Service Area in the same manner and degree as that which is provided within the District's jurisdiction as set forth in Exhibit "B" attached hereto:

1. Fire incidents
2. Medical incidents
3. Vehicle accidents
4. Multi-casualty incidents
5. Hazardous materials incidents
6. Confined space rescue incidents
7. Any other mutual agreed to response services

## SECTION II: DESIGNATION OF FIRE CHIEF

A. The District Fire Chief appointed by the Board of Directors of the District, or his designee, (hereinafter referred to as "Fire Chief") shall represent the District during the period of this Agreement and the Fire Chief shall, under the supervision and direction of the District's Board of Directors, have charge of the organization described in Exhibit "C", attached hereto and made a part hereof, for the purpose of providing the Fire Protection Services as deemed necessary to satisfy the needs of both the District and City, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Protection Services.

B. The City shall assign a designee as the City contract representative ("City of Fowler Representative"). The Fire Chief shall communicate with the City of Fowler Representative for directing the Fire Protection Services provided to City. No City personnel, officers, agents' representatives or employees are deemed employees of District as a consequence of this Agreement.

C. The District will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Protection Services as agreed upon herein.

## SECTION III: PAYMENT FOR SERVICES

A. For the first year of the term of this Agreement, the City shall pay the District for Fire Protection Services an annual fee of \$675,000 (Six-hundred, seventy-five thousand dollars). The District will invoice the City for 50% of the annual fee in July and

Agreement for Fire Protection Services

City of Fowler

July 1, 2022 to June 30, 2025

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January. The City shall pay the invoice within thirty (30) days after receipt thereof. The first invoice will be provided to the City in July 2022.

B. After the first year of the term of this Agreement and any following term extensions, the City shall pay an annual fee to the District for Fire Protection Services pursuant to this Agreement as set forth in the example calculations found in Exhibit "D" attached hereto, as annually adjusted ("Total Contract Amount"). The District will invoice the City for 50% of the Total Contract Amount in July and January of each year. The City shall pay the invoice within thirty (30) days after receipt thereof.

C. The City may reimburse the District with "fire equipment" (PPE, extrication tools, fire hose, etc.) to offset a portion of the Total Contract Amount in any given year. The "fire equipment" reimbursement in-lieu of payment shall be mutually agreed upon in writing by both parties.

D. If the City fails to pay the Total Contract Amount, the District shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify the City, in writing, specifying the services to be reduced.

E. The Fire Chief is authorized to negotiate and execute any adjustments to Exhibit "D" of this Agreement on behalf of the District without further authority from the District's Board of Directors. The City of Fowler Representative shall, under the supervision and direction of the City, be authorized to execute adjustments to Exhibit "D" on behalf of the City.

#### SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from **July 1, 2022 to June 30, 2025**. This Agreement shall be extended by an additional term of twelve (12) months from July 1, 2025 to June 30, 2026 ("Extension Term"), unless either party provides notice of non-renewal not later than April 1, 2025.

B. The Scope of Services, Exhibit "B" attached hereto, and the Total Contract Amount calculations shall apply to the Extension Term unless the parties agree in writing to a modification. The City shall give the District written notice not later than April 1, 2025 of whether the City intends to change the level of Fire Protection Services from that provided by this Agreement. The District shall give the City written notice not later than April 1, 2025 of any proposed changes in the annual fee or Total Contract Amount calculations and an updated Exhibit "D" for FY 2025-26.

C. If a notice of non-renewal is given unilaterally by either the District or City, the District agrees to continue to provide Fire Protection Services to the City, for up to one year from the date of the notice of non-renewal to provide the City a reasonable

Agreement for Fire Protection Services

City of Fowler

July 1, 2022 to June 30, 2025

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opportunity to implement alternative Fire Protection Services. The Scope of Services, Exhibit "B" attached hereto, and the Total Contract Amount calculations shall apply to the non-renewal notice term unless the parties agree in writing to a modification.

D. During the initial term, the City shall give the District written notice anytime the City intends to change the level of Fire Protection Services from that provided by this Agreement.

#### SECTION V: AUTHORITY FOR COMMAND AND CONTROL

The City shall grant the District authority to act on its behalf for the response, control and mitigation of Fire Protection Services incidents. The District shall respond and assume command and control of Fire Protection Services incidents occurring within the City Service Area.

#### SECTION VI: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, the District may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. If using City equipment and personnel (i.e. Public Works, Police, etc.) under the terms of this Agreement, the District shall, on request of the City, bring such an action for collection of costs incurred by the City. In such a case the City hereby appoints and designates the District as its agent in said collection proceedings. In the event of recovery, the District shall apportion to the City its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees. In all such instances, the District shall give timely notice of the possible application of Health and Safety Code Section 13009 to the City of Fowler Representative.

#### SECTION VII: PROPERTY ACCOUNTING

All personal property provided by the City and by the District for the purpose of providing Fire Protection Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the District for the segregation, care, and use of the respective property of each.

#### SECTION VIII: INDEMNIFICATION

A. The District and the City hereby agree to indemnify, defend and hold the other party, its governing board or council, officials, officers, employees, agents, attorneys 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

Agreement for Fire Protection Services

City of Fowler

July 1, 2022 to June 30, 2025

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the alleged or actual acts, errors, omissions or negligence of the indemnifying party or its subcontractors relating to the performance of this Agreement to the fullest extent permitted by law, unless the injuries or damages are the result of the non-indemnifying party's sole negligence or willful misconduct, subject to any limitations imposed by law. The District and the 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.

B. Prior to commencement of the Fire Protection Services, the City and District shall each take out and maintain at its own expense liability insurance coverage in an amount of not less than ONE MILLION dollars (\$1,000,000.00) naming each other as an additional insured for the performance under this Agreement. Each party shall provide the other with a Certificate of Insurance showing proof of such coverage.

#### SECTION IX: AUDIT

The District and City each agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The District and City each agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

#### SECTION X: DISPUTES

The City of Fowler Representative shall be available for contract resolution or policy intervention with the District, when, upon determination by the Fire Chief that a situation exists under this Agreement in which a decision to serve the interest of the City has the potential to conflict with the District interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not resolved within ten (10) working days shall be brought to the attention of the City of Fowler Representative.

Disputes that are unable to be resolved by the City and the District representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Fresno.

#### SECTION XI: ATTORNEY'S FEES

If City fails to remit payments for services rendered pursuant to any provision of this Agreement, the District may seek recovery of the payment owed plus reasonable fees incurred in attempting to collect the payment through arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or litigation between the District and the City to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party in such action agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration or litigation.

## SECTION XII: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

FRESNO COUNTY FIRE  
PROTECTION DISTRICT  
Fire Chief  
210 S. Academy Ave.  
Sanger, CA 93657

CITY OF FOWLER  
City Manager  
128 S. 5th Street  
Fowler, CA 93625

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

## SECTION XIII: PERFORMANCE REPORTING

At least annually but also upon request by the City, the District shall provide the following performance measures specific to the City's Service Area:

- A. Total Response Time – The time interval between 911 notification at the command center and arrival of the first unit. Fire, EMS and Rescue Calls Measured at 90%.
- B. Number and Types of Calls for Service (Medical, Fire, MVA, Haz Mat, etc.).
- C. Number of civilian injuries or deaths due to fire.
- D. Provide sufficient data in support of routine Insurance Services Office fire suppression rating evaluations when needed.

## SECTION XIV: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Protection Services. It may be amended or modified only upon the mutual written agreement of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by each party hereto for equipment or facilities, and excepting those equipment or facilities agreements, this agreement cancels and supersedes any previous agreement for the same or similar services between the parties hereto.

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: \_\_\_\_\_

CITY OF FOWLER

\_\_\_\_\_  
Wilma Tucker  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Angela Vasquez  
Deputy City Clerk

\_\_\_\_\_  
Scott G. Cross  
City Attorney

Dated: \_\_\_\_\_

FRESNO COUNTY FIRE  
PROTECTION DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
FRESNO COUNTY FIRE  
PROTECTION DISTRICT  
LEGAL COUNSEL

## **EXHIBIT A**

Link to CAL FIRE Agreement: [https://www.fresnocountyfire.org/wp-content/uploads/2022/05/Sched-A-Contract-4CA04406-FY19\\_22-Signed.pdf](https://www.fresnocountyfire.org/wp-content/uploads/2022/05/Sched-A-Contract-4CA04406-FY19_22-Signed.pdf)



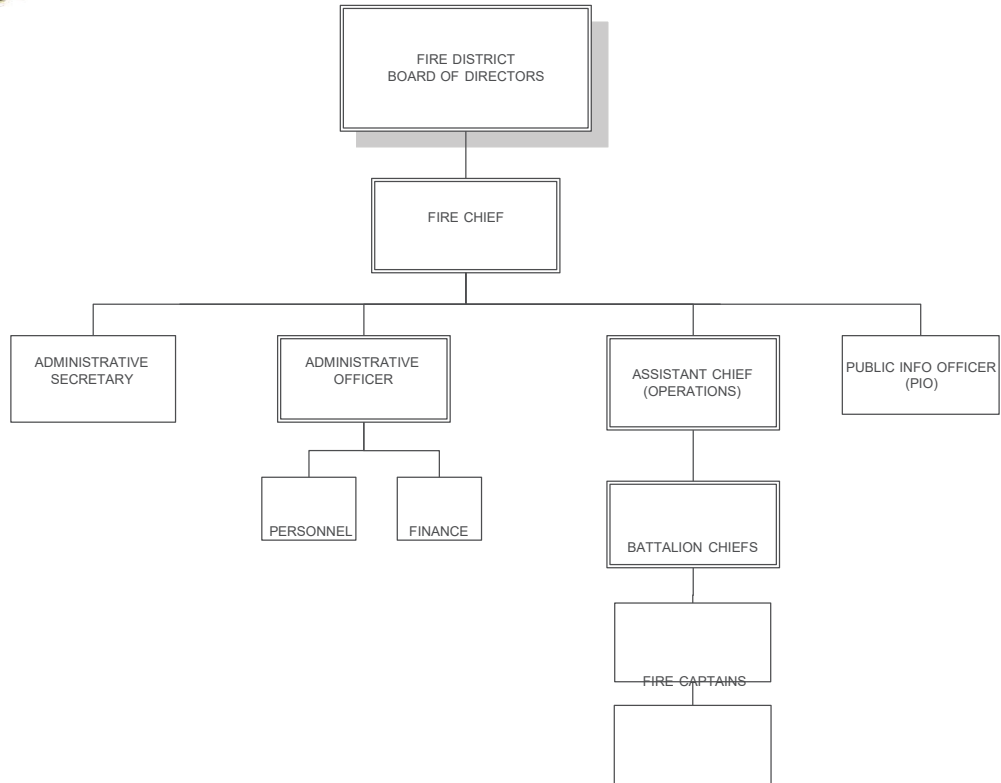
## EXHIBIT B

Fresno County Fire Protection District Standard Response Plan																
Incident Type	1st Alarm Response					1st Alarm Notifications						2nd Alarm Notifications				
	Eng	Res	TRK	WT*	BC	UC	DC	BC	FP	TG	PIO	UC	DC	BC	FP	TG
FIRE																
Structure	4		1	2	1						x		x	1	x	x
Structure Target Hazard	6		1	2	2						x		x	1	x	x
Fire Alarm Residential	1															
Fire Alarm Commercial	1or2											x				
Refuse	1															
Vegetation (LRA)	2										x		x	1		
Vegetation (SRA)	See CALFIRE SRA Response						x^				x	x	x		x	x
Harvested Ag	2			1				x								
Improvement	1															
Farm Equipment	1							x					x			
Veh (pass. Pickup) LRA/SRA	1															
Veh (big rig, bus) LRA/SRA	2			1	1						x		x			x
Aircraft/Train	2			1	1				x	x	x	x	x		x	
Unknown Type/Reported Out	1												x			
EACH Additional Alarm	Duplicate 1st Alarm												x			
Other																
Medical Aid/Industrial Accident	1							x								x
Pin-in/Multi-Cas	2							x			x	x				x
Technical Rescue	3	1	1		1		x				x					
MVA	2															
MVA (bus, train)	3			2	1		x				x					
FMS/PSA	1															
Haz-mat Incident (MEN, PAR)	2				1						x					
Smoke Check	1															
Bomb Threat/Terrorism	1					x	x	x	x	x	x	x				

## EXHIBIT C



### *F***R***E***S***N***O** *C***O***U***N***T***Y** *F***I***R***E** *P***R***O***T***E***C***T**I***O***N *D***I***S*T***R***I***C***T* *O***R***G***A***N***I***Z***A***T***I****O***N***A***L* *C***H***A***R***T***



DUSTIN HAIL, FIRE CHIEF

01/04/2022

DATE

## EXHIBIT D

The Total Contract Amount will be based on the City's annual net assessed valuation provided by the Fresno County Assessor's Tax Rate Book. Assessed valuation adjustments shall be made each year using the Fresno County Assessor's Tax Rate Book for the preceding fiscal year to determine the City's net assessed valuation. The net assessed valuation shall include the Secured Net Assessed Value and the Unsecured Net Assessed Value for the City. The District tax-rate is determined by using Tax Rate Area (TRA) # 095-000. The current District tax-rate for TRA #095-000 is .0009724.

Example Calculations for FY 2022-2023:

City of Fowler (FY 2021-2022 Net Assessed Value):	\$724,157,275
<u>Fresno County Fire Protection District Tax-Rate:</u>	<u>x 0.0009724</u>
Total Contract Amount for FY 2022-2023:	= \$704,170



CITY OF **FOWLER**  
*California*

# Fowler Fire Department – Review of Performance and Risk






## The Problem

The City of Fowler and its Fire Department have exposure to risk and potential liability due to the Department's inability to meet state regulations, minimum standards for safety; or, in some cases, the provision of basic services

# The Problem

## Examples:


- 
- The Dept. has not been able to submit their incident data through the National Fire Incident Reporting System (NFIRS), as required, for at least the last two years.

- The Department is only meeting about 60% of its state required training for firefighters
- The fire station is missing a number of OSHA required health & safety systems
- The Dept. has “failed responses” every year
- The Dept. has not been able to inspect “State Mandated” occupancies or report compliance since the requirement became law in 2019 (SB1205)
- The Dept. has signed off on training and certifications for grant funding items in violation of the grant requirements



# The Problem

## Examples:

- 
- The Dept. has only had time to meet the Insurance Service Office (ISO) training standards (the lowest of recommended training standards to follow)

- The Dept. has purchased fire apparatus with the intent to subsidize the payments through various "paid" assignments with the State, but neither the apparatus or the training levels of the FF's will meet minimum standards necessary to participate.
- The fire station does not have sufficient capabilities to house full-time staff 24/7.
- The Fire Dept. does not have the capacity to solve these problems due to the shared job capacity of the Fire Chief and lack of administrative support.



# A Review of Risk and Liability

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Fowler Fire Department



# Failed Responses

**Count of Incidents in Fowler from Which Fowler Fire Was Absent**  
**January 1, 2015–October 31, 2021**

	2015	2016	2017	2018	2019	2020	2021	Full Five-Year Average
FOW Failed to Respond	32	29	23	31	28	11	5	24.4

Criteria	City of Fowler Serviced by FCO	Fowler Station Staffed by FCO	Upgrade Fowler Fire Department
Response Times	Same as today	50% faster	50% faster
Liability	None	None	Keep
Station Upgrade	None	Needed	Needed
Time to Implement	Immediately	Depending on Station Upgrade	18 to 24 months
Cost	\$675,000	\$1,300,000	\$1,490,000 (\$1.89 year 1)

Questions?

