



**MEETING OF THE FOWLER CITY COUNCIL
AGENDA
TUESDAY, JUNE 21, 2022
7:00 P.M.
CITY COUNCIL CHAMBER
128 SOUTH 5TH STREET
FOWLER, CA 93625**

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

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

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/84932179184?pwd=WGZmRHcyMEdOSXR0akNzNGo3S2ZSZz09>

Telephone Number: (253) 215-8782

Meeting ID: 849 3217 9184

Passcode: 764279

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.fowlercivcity.org.

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

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

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

7. Consent Calendar

Items on the Consent Calendar are considered routine and include a recommended action 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.

7-A. RATIFY Warrants for June 21, 2022

7-B. APPROVE Minutes of the June 7, 2022 City Council Special Meeting

- 7-C. APPROVE Resolution No. 2567, 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)
- 7-D. ACCEPT a donation to the City in the amount of \$1,500 from Waste Management for Farmers Market (Recreation)
- 7-E. ACCEPT various donations for Shirakawa Park interpretive signage (Planning)
- 7-F. APPROVE Resolution No. 2568, Calling and Giving Notice of a General Municipal Election to be Held in the City of Fowler on Tuesday, November 8, 2022 for the Election of Certain Officers; Requesting the Board of Supervisors of the County of Fresno to Consolidate and Canvass the Election; Authorizing the County Clerk/Registrar of Voters of Fresno County to Render Specific Services to the City of Fowler Relating to the Conduct of the General Municipal Election and Appropriating Funds to Pay for Said Services; and Establishing Regulations for Candidates Pertaining to Candidate Statements (City Clerk)
- 7-G. APPROVE Resolution No. 2569, approving amendments to and adoption of the City's Conflict of Interest Code (City Clerk)
- 7-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)
- 7-I. APPROVE an agreement with Fresno Humane Animal Services for animal control and shelter services for the period beginning June 1, 2022 through June 30, 2025, on a time and materials basis, in an amount not to exceed \$30,000 (City Manager)
- 7-J. APPROVE Agreement for Professional Legal Services as City Attorney with Lozano Smith (City Manager)
- 7-K. AWARD the Golden State Blvd Bike/Pedestrian Path (Adams to Clayton) Project ATPL 5173 (037) (Public Works)
- 7-L. ACCEPT the Adams Avenue Reconstruction – Phase 2 & 3 – STPL 5173 (033) & (035) Project (Public Works)
- 7-M. APPROVE Resolution No. 2570 for a project list of SB 1 Local Streets and Road Maintenance and Rehabilitation Account funds for fiscal year 2022-23 (Public Works)
- 7-N. Actions pertaining to the Fowler Senior Meals (CDBG 19232-CV) (Finance)
- APPROVE Amendment I to Agreement with the City of Fowler (CDBG 19232-CV)

- ADOPT Resolution No. 2571 amending the 2021-2022 Adopted Budget to appropriate \$9,026 Coronavirus Aid, Relief, and Economic Security Act Community Development Block Grant funding

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
- ii. Median treatment to the State Route 99 improvement project

8-B. City Council

- i. Discuss and Receive Direction Regarding a Potential Fire Department Sales Tax Measure.

8-C. Planning

- i. INTRODUCTION of an Ordinance amending Title 3, Chapter 1, of the Fowler Municipal Code regarding business licenses

8-D. City Manager's Office

9. Staff Communications (City Manager)

10. Councilmember Reports and Comments

11. Adjourn

Next Ordinance No. 2022-05

Next Resolution No. 2572

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 17, 2022.

Angela Vasquez

Angela Vasquez
Deputy City Clerk

CITY OF FOWLER
WARRANTS LIST
June 21, 2022

	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
<u>ACCOUNTS PAYABLE CHECKS</u>			
Regular checks	39653-39732	June 8 thru June 15	\$ 255,666.90
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 255,666.90</u>
<u>PAYROLL COSTS</u>			
First June Bi-Monthly Payroll		June 15, 2022	\$ 99,578.00
TOTAL PAYROLL COSTS			<u>\$ 99,578.00</u>
TOTAL CASH DISBURSEMENTS			<u><u>\$ 355,244.90</u></u>

NOTE:	
Check #39655	Void check
Check #39699	Void check carry over to check #39700
Check #39716	Void check carry over to check #39717

SUPERION
DATE: 06/16/2022
TIME: 17:28:58

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no between '39653' and '39732'
ACCOUNTING PERIOD: 12/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39653	06/08/22	14519	AMAZON CAPITAL SERVICES	6120	BROTHER INK	0.00	238.10
1001	39653	06/08/22	14519	AMAZON CAPITAL SERVICES	6120	SHARPS CONTAINER	0.00	78.24
TOTAL CHECK							0.00	316.34
1001	39654	06/08/22	10026	BCT CONSULTING	5000	VOLP SVC 6/1/22	0.00	250.00
1001	39654	06/08/22	10026	BCT CONSULTING	6120	SVC 6/3/22	0.00	375.00
1001	39654	06/08/22	10026	BCT CONSULTING	6150	SVC 6/3/22	0.00	375.00
1001	39654	06/08/22	10026	BCT CONSULTING	6030	SVC 6/3/22	0.00	375.00
1001	39654	06/08/22	10026	BCT CONSULTING	5000	SVC 6/3/22	0.00	375.00
1001	39654	06/08/22	10026	BCT CONSULTING	6120	VOLP SVC 6/1/22	0.00	250.00
1001	39654	06/08/22	10026	BCT CONSULTING	6150	VOLP SVC 6/1/22	0.00	250.00
1001	39654	06/08/22	10026	BCT CONSULTING	6030	VOLP SVC 6/1/22	0.00	250.00
TOTAL CHECK							0.00	2,500.00
1001	39655	06/08/22	11291	THE BUSINESS JOURNAL	6120	PATROL TIRES	0.00	624.40
1001	39655	06/08/22	11291	THE BUSINESS JOURNAL	6120	PATROL TIRES	0.00	312.20
1001	39655	06/08/22	11291	THE BUSINESS JOURNAL	6120	PATROL TIRES	0.00	-624.40
1001	39655	06/08/22	11291	THE BUSINESS JOURNAL	6120	PATROL TIRES	0.00	-312.20
1001	39655	06/08/22	11291	THE BUSINESS JOURNAL	6080	PUB HEAR-L&L	0.00	-192.50
1001	39655	06/08/22	11291	THE BUSINESS JOURNAL	6080	PUB HEAR-L&L	0.00	192.50
TOTAL CHECK							0.00	0.00
1001	39656	06/08/22	10031	CALIFORNIA POLICE CHIEFS	6120	ANNUAL DUES	0.00	348.00
1001	39657	06/08/22	14356	COMCAST	6700	CABLE 05/25-06/24	0.00	224.30
1001	39658	06/08/22	14243	FOWLER ACE HARDWARE	6120	OFFICE LIGHT BULBS	0.00	56.23
1001	39658	06/08/22	14243	FOWLER ACE HARDWARE	6120	VEHICLE KEYS	0.00	8.64
TOTAL CHECK							0.00	64.87
1001	39659	06/08/22	14248	FOWLER ACE HARDWARE	6130	E103-GAS CAN	0.00	51.93
1001	39659	06/08/22	14248	FOWLER ACE HARDWARE	6130	CAR WASH	0.00	8.65
TOTAL CHECK							0.00	60.58
1001	39660	06/08/22	14252	FOWLER ACE HARDWARE	6700	BATTERIES-SUPPLIES	0.00	12.97
1001	39661	06/08/22	10122	FRESNO COUNTY FIRE PROTE	6020	VEHICLE GRAPHICS	0.00	679.20
1001	39662	06/08/22	14636	GARCIA & FRANCO,HENRY &	500	UB REFUND	0.00	96.93
1001	39663	06/08/22	10141	H & H TIRE SERVICES #3,	6120	TIRE MOUNT	0.00	100.00
1001	39664	06/08/22	13477	HDL SOFTWARE LLC	6030	APR-JUNE22	0.00	1,017.13
1001	39665	06/08/22	13127	HEALTHWISE SERVICES	6120	SHARPS CONTAINER	0.00	713.13
1001	39666	06/08/22	10145	HINDERLITER, DELLAMAS &	6030	SERVICE Q4-2021	0.00	300.00
1001	39667	06/08/22	11018	HOME DEPOT CREDIT SERVIC	6200	CONCERT SUPPLIES	0.00	51.86
1001	39667	06/08/22	11018	HOME DEPOT CREDIT SERVIC	6020	FIRE JANTRL SUPPLIES	0.00	55.31
1001	39667	06/08/22	11018	HOME DEPOT CREDIT SERVIC	6200	CITY HALL-PAINT	0.00	172.95
1001	39667	06/08/22	11018	HOME DEPOT CREDIT SERVIC	6200	WOOD FOR FENCE REPAIR	0.00	179.89

SUPERION
DATE: 06/16/2022
TIME: 17:28:58

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.check_no between '39653' and '39732'
ACCOUNTING PERIOD: 12/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39667	06/08/22	11018	HOME DEPOT CREDIT SERVIC	6020	FIRE JANITRL SUPPLIES	0.00	188.96
TOTAL CHECK							0.00	648.97
1001	39668	06/08/22	14485	KOFF & ASSOCIATES, INC.	6020	CLASS & COMP STUDY	0.00	560.00
1001	39669	06/08/22	14559	M.E.D. ENTERPRISES INC.	2000	CONSULTINGSVC MAY22	0.00	600.00
1001	39670	06/08/22	10201	METRO UNIFORM & ACCESSOR	6120	DUTY GEAR	0.00	300.50
1001	39670	06/08/22	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORM - YANG	0.00	482.60
TOTAL CHECK							0.00	783.10
1001	39671	06/08/22	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA-MAY22	0.00	36.45
1001	39672	06/08/22	13655	PROVOST & PRITCHARD	6150	SPR 22-03	0.00	102.20
1001	39672	06/08/22	13655	PROVOST & PRITCHARD	6150	CUP 19-02	0.00	181.30
1001	39672	06/08/22	13655	PROVOST & PRITCHARD	6150	SPR 22-07	0.00	196.00
1001	39672	06/08/22	13655	PROVOST & PRITCHARD	6150	AA 22-15	0.00	269.50
1001	39672	06/08/22	13655	PROVOST & PRITCHARD	6150	TTM 21-15	0.00	446.60
1001	39672	06/08/22	13655	PROVOST & PRITCHARD	6150	CUP 22-09	0.00	586.60
1001	39672	06/08/22	13655	PROVOST & PRITCHARD	6150	ON CALL GRANTS	0.00	15,307.20
1001	39672	06/08/22	13655	PROVOST & PRITCHARD	6150	ANNEX 19-03	0.00	9.10
TOTAL CHECK							0.00	17,098.50
1001	39673	06/08/22	10249	QUILL	6160	SAFETY TAPE	0.00	35.95
1001	39673	06/08/22	10249	QUILL	6160	CORK BOARD	0.00	52.30
1001	39673	06/08/22	10249	QUILL	6160	TAPE, FIRST AID KITS	0.00	132.64
TOTAL CHECK							0.00	220.89
1001	39674	06/08/22	13075	RAPID AUTOBODY AND WHEEL	6120	TAIL LIGHT REPAIR	0.00	647.59
1001	39675	06/08/22	10288	SMART & FINAL	6700	SNTR CTR SUPPLIES	0.00	171.51
1001	39675	06/08/22	10288	SMART & FINAL	6700	SENIOR LUNCH	0.00	201.14
TOTAL CHECK							0.00	372.65
1001	39676	06/08/22	13543	UNIFIRST CORPORATION	6700	SNR CTR JANITORIAL	0.00	48.21
1001	39680	06/08/22	11291	THE BUSINESS JOURNAL	6080	PUB HEAR-L&L	0.00	192.50
1001	39681	06/08/22	14007	TIRE HUB	6120	PATROL TIRES	0.00	312.20
1001	39681	06/08/22	14007	TIRE HUB	6120	PATROL TIRES	0.00	624.40
TOTAL CHECK							0.00	936.60
1001	39682	06/15/22	14633	4LEAF, INC.	6160	INSPECT SRVC MAY 22	0.00	2,776.20
1001	39683	06/15/22	10007	ALERT-O-LITE, INC	6020	SUPPLIES-ADMIN	0.00	1,304.93
1001	39684	06/15/22	14167	ANDERSON LANDSCAPE	6260	SERVICE-PARKS	0.00	242.50
1001	39685	06/15/22	12285	ATT	6120	CITY INTRNT 0601-0704	0.00	781.97
1001	39686	06/15/22	14330	B&P PEST PROS	6260	PEST CONTROL 5.25.22	0.00	95.00

SUPERION
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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39687	06/15/22	12489	BATTERY SYSTEMS INC	5000	BATTERY-WATER	0.00	134.25
1001	39687	06/15/22	12489	BATTERY SYSTEMS INC	5000	BATTERY-WATER	0.00	134.25
1001	39687	06/15/22	12489	BATTERY SYSTEMS INC	5000	BATTERY-WATER	0.00	284.51
TOTAL	CHECK						0.00	553.01
1001	39688	06/15/22	14354	BOOT BARN, INC.	6260	BOOTS-GALEN	0.00	150.00
1001	39689	06/15/22	10024	BSK ASSOCIATES	5000	WATER TEST	0.00	182.00
1001	39690	06/15/22	11291	THE BUSINESS JOURNAL	6120	PUB HEAR-AB481	0.00	123.75
1001	39691	06/15/22	10045	CASCADE FIRE EQUIPMENT C	6130	SUPPLIES-FIRE	0.00	654.72
1001	39692	06/15/22	12654	COMCAST	6120	COUNTY INTRNT 06/1/22	0.00	692.52
1001	39693	06/15/22	14640	CONTRERAS, CARLOS JR	500	UB REFUND	0.00	120.28
1001	39694	06/15/22	14429	CORE & MAIN	5000	SUPPLIES-WATER	0.00	182.16
1001	39695	06/15/22	10124	COUNTY OF FRESNO	6120	DISPATCH-JUN22	0.00	8,663.81
1001	39695	06/15/22	10124	COUNTY OF FRESNO	6120	RMS/JMS -JUN22	0.00	77.01
TOTAL	CHECK						0.00	8,740.82
1001	39696	06/15/22	14512	CSG CONSULTANTS	6160	PLANN CHECK-APR22	0.00	345.00
1001	39696	06/15/22	14512	CSG CONSULTANTS	6160	PLANN CHECK-APR22	0.00	2,328.75
TOTAL	CHECK						0.00	2,673.75
1001	39697	06/15/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	77.88
1001	39698	06/15/22	14246	FOWLER ACE HARDWARE	6020	PANEL NAIL 1"	0.00	12.03
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	RTRN USB & CHRGR	0.00	-53.01
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	CLNR,TRASH BAGS	0.00	14.70
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	BALL MNT LOCK	0.00	16.22
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	BIT DRILL,MOP,HRDWR	0.00	17.73
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	KEY BLANK	0.00	18.12
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	TWSTD NYLON	0.00	20.55
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	RESPIRATOR CNST	0.00	29.21
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	SCREWDRIVER	0.00	30.29
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	RYL P&F SW FRY 1 GAL	0.00	37.87
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	CPLR CMP,PWR SCRIB MP	0.00	40.31
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	STGHT JAW,PLIER PUMP	0.00	41.10
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	BIT DRILL	0.00	7.13
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	SCREW DW PH	0.00	7.56
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	5000	PIN	0.00	7.89
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	5000	WD40	0.00	6.05
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	US APL,USB WKR CHRGR	0.00	53.01
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	2 RAKES	0.00	59.50
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	5000	STR BAL KIT, LOCK	0.00	60.58
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	OIL, CAP SLIP, BLTCTR	0.00	66.01
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	BULB FL,BALLEST ELEC	0.00	77.88
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	HRDWR	0.00	2.15

SUPERION
DATE: 06/16/2022
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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.check_no between '39653' and '39732'
ACCOUNTING PERIOD: 12/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	5000	TRASH BAGS	0.00	11.89
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	CAP SLIP	0.00	2.55
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	GREASE FAUCET & VALV	0.00	3.02
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	2 PVC NIPPLE	0.00	3.55
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	5000	GUMOUT START FLUID	0.00	4.86
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	5000	WD40	0.00	6.05
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	SPRYPNT GRY & WHITE	0.00	10.80
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	2 KEY ID, KEY RINGS	0.00	10.85
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	6200	CM SCKT,HRDWR	0.00	8.64
1001	39700	06/15/22	14247	FOWLER ACE HARDWARE	5000	HOUSE KEY	0.00	10.78
TOTAL	CHECK						0.00	633.84
1001	39701	06/15/22	14249	FOWLER ACE HARDWARE	6260	TILEX,RAGS PAPER	0.00	9.72
1001	39701	06/15/22	14249	FOWLER ACE HARDWARE	6260	33GAL TRASH BAGS	0.00	15.31
1001	39701	06/15/22	14249	FOWLER ACE HARDWARE	6260	RAKE SPRNG BRAC	0.00	21.63
TOTAL	CHECK						0.00	46.66
1001	39702	06/15/22	10114	FOWLER BUTANE SERVICES	6200	BUTANE	0.00	14.87
1001	39703	06/15/22	10128	FRESNO COUNTY RECORDERS	8500	223 S 9TH ST RECONV	0.00	20.00
1001	39704	06/15/22	14259	IMAGESOURCE	6160	COPIER SVC 6/9/22	0.00	122.72
1001	39704	06/15/22	14259	IMAGESOURCE	5000	COPIER SVC 6/9/22	0.00	122.72
1001	39704	06/15/22	14259	IMAGESOURCE	6150	COPIER SVC 6/9/22	0.00	122.72
1001	39704	06/15/22	14259	IMAGESOURCE	6020	COPIER SVC 6/9/22	0.00	122.75
TOTAL	CHECK						0.00	490.91
1001	39705	06/15/22	14238	INFOSEND, INC	5000	BILLPAYSETUP	0.00	4,995.00
1001	39706	06/15/22	14638	JUAN M CHAVERO TREJO	500	UB REFUND	0.00	34.31
1001	39707	06/15/22	14641	KINGS MEDICAL CENTER, IN	6120	HIRING BLOOD DRWSALAS	0.00	120.00
1001	39707	06/15/22	14641	KINGS MEDICAL CENTER, IN	6120	HIRING EXAM-SALAS	0.00	485.74
TOTAL	CHECK						0.00	605.74
1001	39708	06/15/22	14637	MARIA CARRASCO	500	UB REFUND	0.00	42.45
1001	39709	06/15/22	14642	MAVERICK DATA SYSTEMS	6120	WARRANT BUILDER	0.00	1,500.00
1001	39710	06/15/22	10885	NELSONS POWER CENTER	6260	SUPPLIES-PARKS	0.00	153.55
1001	39710	06/15/22	10885	NELSONS POWER CENTER	6200	SUPPLIES-PW	0.00	206.10
TOTAL	CHECK						0.00	359.65
1001	39711	06/15/22	14643	OREL E MICHAN INC	500	HYDRANT REFUND	0.00	976.76
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	6130	127 S 6TH	0.00	3.03
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	6200	363 N TEMPER 5-27-22	0.00	9.56
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	5000	912 PALM 5-31-22	0.00	10.51
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	2250	MANN/GSB 5-25-22	0.00	14.29
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	2250	700 MERCED #A 5-27-22	0.00	23.46
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	2250	300 MERCED 5-27-22	0.00	27.66
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	2250	MAN/GLDST 5-27-22	0.00	40.61

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	6200	3079 E MANN 5/20/22	0.00	72.95
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	2250	NW CRNR ADAMS/GLD ST	0.00	92.52
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	2250	GLDST/MAN SIG 5-27-22	0.00	101.11
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	6200	429 E MERCED 5/24/22	0.00	102.24
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	2250	MERCED/8TH 5-27-22	0.00	158.66
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	5000	325 S 5TH 5-27-22	0.00	245.29
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	6150	122 S 5TH #A 5-27-22	0.00	273.07
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	6200	630 W FRESNO 5/23/22	0.00	279.25
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	6260	UTILITIES	0.00	505.85
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	6130	220 E MAIN 5/24/22	0.00	819.15
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	6700	UTILITIES	0.00	1,081.43
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	6200	UTILITIES	0.00	1,087.19
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	6080	UTILITIES	0.00	1,410.35
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	5000	1218 PALM 5-31-22	0.00	3,505.31
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	6200	UTILITIES	0.00	4,783.82
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	5000	UTILITIES	0.00	10,436.62
1001	39713	06/15/22	10237	P G & E - SACRAMENTO	5000	212 S MADISON AVE	0.00	15,942.75
TOTAL CHECK							0.00	41,026.68
1001	39714	06/15/22	14513	PAC-AIR INC.	6160	PLANNING AC REPAIR	0.00	475.12
1001	39714	06/15/22	14513	PAC-AIR INC.	6160	PLANNING AC REPAIR	0.00	1,314.35
TOTAL CHECK							0.00	1,789.47
1001	39715	06/15/22	13095	PBM SUPPLY & MFG	6200	SUPPLIES-STREETS	0.00	374.97
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	CUP 19-02 BAJWA HOTEL	0.00	120.00
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	LLA 21-01 BEE SWEET	0.00	182.00
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	SPR21-22	0.00	240.00
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	SPR22-03 ROSE SHARON	0.00	240.00
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	SPR21-04 MCDONALDS	0.00	240.00
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	CUP 18-04 JIB CONST	0.00	428.52
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	MERCED DOWNTOWN PRK	0.00	437.40
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	SPR21-03UNITEDHEALTH	0.00	720.00
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	2300	GOLDEN ST CORRIDOR	0.00	874.80
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	FUSD TRANSPORTATION	0.00	940.20
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	CUP 21-04 WADDA	0.00	960.00
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	CLEAN CAL LOCAL GRANT	0.00	1,385.00
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	MARSHALL II TTM	0.00	2,132.00
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	TCP COORDINATION	0.00	2,441.80
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	SPR 21-05 BEE SWEET	0.00	2,773.63
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	T6138 PLAN REVIEW	0.00	5,243.20
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	TRACT 6188 CONSTRUCT	0.00	6,155.60
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	TTM 5952 PLANKCHECK	0.00	6,272.16
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	ENCRCHMNT PERMIT	0.00	6,559.32
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	2300	TTM5952 INSPECTION	0.00	7,927.74
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	STRIPING PLAN ARMSTR	0.00	8,555.54
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	TRACT6274 CONSTRUCT	0.00	10,364.57
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	FY21-22 STREET PROJ	0.00	13,376.78
1001	39717	06/15/22	12060	PETERS ENGINEERING GROUP	6150	MISC ENG SERV	0.00	20,816.70
TOTAL CHECK							0.00	99,386.96
1001	39718	06/15/22	14433	PRICE PAIGE & COMPANY	6030	BANK RECON 6-30-21	0.00	2,965.00

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FUND - 100 - GENERAL FUND									
CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		39719	06/15/22	10441	PROFORCE LAW ENFORCEMENT	6120	TASER CARTRIDGES	0.00	693.64
1001		39720	06/15/22	13354	QUINN CAT	5000	SERVICE-CUMMINS	0.00	750.00
1001		39720	06/15/22	13354	QUINN CAT	5000	SERVICE-CUMMINS	0.00	897.52
TOTAL	CHECK							0.00	1,647.52
1001		39721	06/15/22	10251	R & R AUTO REPAIR SHOP	5000	A/C SERVICE	0.00	870.92
1001		39722	06/15/22	14479	RG POWER	6200	SUPPLIES-PUBLIC WORKS	0.00	953.46
1001		39723	06/15/22	11195	ROBERT V JENSEN INC	6260	FUEL PARKS	0.00	353.50
1001		39723	06/15/22	11195	ROBERT V JENSEN INC	6130	FUEL FIRE	0.00	678.99
TOTAL	CHECK							0.00	1,032.49
1001		39724	06/15/22	14639	SANTOS, ADRIA	500	UB REFUND	0.00	227.98
1001		39725	06/15/22	12443	SIMPLOT GROWER SOLUTIONS	6200	SUPPLIES-PW	0.00	701.84
1001		39726	06/15/22	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES-PARKS	0.00	484.86
1001		39726	06/15/22	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES-PARKS	0.00	807.94
1001		39726	06/15/22	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES-PARKS	0.00	2,259.49
TOTAL	CHECK							0.00	3,552.29
1001		39727	06/15/22	10289	SOUTH COUNTY VETERINARY	6270	DISPOSAL OF ANIMAL	0.00	40.00
1001		39727	06/15/22	10289	SOUTH COUNTY VETERINARY	6270	DISPOSAL OF ANIMAL	0.00	40.00
TOTAL	CHECK							0.00	80.00
1001		39728	06/15/22	10085	STATE OF CA DEPARTMENT O	6120	FINGERPRINT FEES MAY2	0.00	130.00
1001		39729	06/15/22	14145	SUPERION, LLC.	5000	SVC 8/1/22-7/31/23	0.00	1,023.63
1001		39729	06/15/22	14145	SUPERION, LLC.	6030	SVC 8/1/22-7/31/23	0.00	1,023.64
TOTAL	CHECK							0.00	2,047.27
1001		39730	06/15/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL-SNR CTR	0.00	48.21
1001		39730	06/15/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL-SNR CTR	0.00	49.00
1001		39730	06/15/22	13543	UNIFIRST CORPORATION	6020	MATS-ADMIN	0.00	62.10
1001		39730	06/15/22	13543	UNIFIRST CORPORATION	6020	MATS-ADMIN	0.00	62.10
1001		39730	06/15/22	13543	UNIFIRST CORPORATION	6020	MATS-ADMIN	0.00	62.10
1001		39730	06/15/22	13543	UNIFIRST CORPORATION	6130	MATS-FD	0.00	72.09
1001		39730	06/15/22	13543	UNIFIRST CORPORATION	6130	MATS-FD	0.00	72.09
1001		39730	06/15/22	13543	UNIFIRST CORPORATION	6130	MATS-FD	0.00	72.09
1001		39730	06/15/22	13543	UNIFIRST CORPORATION	6130	MATS-FD	0.00	73.13
1001		39730	06/15/22	13543	UNIFIRST CORPORATION	5000	UNIFORM-WATER	0.00	238.89
1001		39730	06/15/22	13543	UNIFIRST CORPORATION	6200	UNIFORM-PW	0.00	238.89
1001		39730	06/15/22	13543	UNIFIRST CORPORATION	6260	UNIFORM-PARKS	0.00	238.89
TOTAL	CHECK							0.00	1,289.58
1001		39731	06/15/22	10725	VERIZON WIRELESS	5000	CELL PHONE 0520-0619	0.00	38.01
1001		39731	06/15/22	10725	VERIZON WIRELESS	6020	CELL PHONE 0520-0619	0.00	38.03
1001		39731	06/15/22	10725	VERIZON WIRELESS	6200	CELL PHONE 0520-0619	0.00	51.32
1001		39731	06/15/22	10725	VERIZON WIRELESS	5000	CELL PHONE 0520-0619	0.00	51.32

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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	39731	06/15/22	10725	VERIZON WIRELESS	5000	CELL PHONE 0520-0619	0.00	51.32
1001	39731	06/15/22	10725	VERIZON WIRELESS	5000	CELL PHONE 0520-0619	0.00	51.32
1001	39731	06/15/22	10725	VERIZON WIRELESS	6030	CELL PHONE 0520-0619	0.00	51.32
1001	39731	06/15/22	10725	VERIZON WIRELESS	6150	CELL PHONE 0520-0619	0.00	51.32
1001	39731	06/15/22	10725	VERIZON WIRELESS	6020	CELL PHONE 0520-0619	0.00	51.32
1001	39731	06/15/22	10725	VERIZON WIRELESS	6200	CELL PHONE 0520-0619	0.00	60.58
1001	39731	06/15/22	10725	VERIZON WIRELESS	6160	CELL PHONE 0520-0619	0.00	91.91
TOTAL CHECK							0.00	587.77
TOTAL CASH ACCOUNT							0.00	217,020.46
TOTAL FUND							0.00	217,020.46

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ACCOUNTING PERIOD: 12/22

FUND - 201 - DISTRICT SALES TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39677	06/08/22	14321	LEHR	2010	PATROL UPFITTING	0.00	16,638.47
TOTAL CASH ACCOUNT							0.00	16,638.47
TOTAL FUND							0.00	16,638.47

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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	39678	06/08/22	14321	LEHR	2060	PATROL UPFITTING	0.00	16,638.47
TOTAL CASH ACCOUNT							0.00	16,638.47
TOTAL FUND							0.00	16,638.47

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ACCTPA21

SELECTION CRITERIA: transact.check_no between '39653' and '39732'
ACCOUNTING PERIOD: 12/22

FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39732	06/15/22	12060	PETERS ENGINEERING GROUP	2120	CITYWIDE METER CON	0.00	1,150.00
TOTAL CASH ACCOUNT							0.00	1,150.00
TOTAL FUND							0.00	1,150.00

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FUND - 503 - TCP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39679	06/08/22	13655	PROVOST & PRITCHARD	5030	TCP DESIGN	0.00	4,219.50
TOTAL CASH ACCOUNT							0.00	4,219.50
TOTAL FUND							0.00	4,219.50
TOTAL REPORT							0.00	255,666.90

**MINUTES OF THE SPECIAL JOINT MEETING OF THE FOWLER CITY COUNCIL
AND THE FOWLER PUBLIC FINANCING AUTHORITY
Tuesday June 7, 2022**

Deputy City Clerk Angela Vasquez called the meeting to order at 6:02 p.m.

Councilmembers Present: Kazarian, Mejia, Parra, Rodriquez (via teleconference at 6:17 p.m.)

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

City Attorney Cross informed Council and staff that in the absence of Mayor and Mayor Pro Tem, the Fowler Municipal Code governs who is to preside at the meeting and the City Clerk shall call the meeting to order and a temporary presiding officer shall be elected by the council present to serve until the arrival of the Mayor or Mayor Pro Tem, or until adjournment.

Councilmember Mejia made a motion for Councilmember Parra to preside over the council meeting, seconded by Councilmember Kazarian. The motion carried by roll call vote: Ayes: Mejia, Kazarian, Parra.

5. PUBLIC COMMENT

N/A

6. CONSENT CALENDAR

Councilmember Kazarian made a motion to approve items 6A-6K of the consent calendar and pull item 6-L to be reviewed after Item 8-Bi, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Kazarian, Mejia, Parra.

7. CONTESTED CONSENT CALENDAR

6-L. Actions pertaining to Adoption of Fiscal Year 2022/2023 (Finance) (Discussion took place after Item 8-Bi)

This item was pulled by Councilmember Kazarian.

Councilmember Kazarian inquired if adopting the Fiscal Year 2022/2023 budget could be delayed until after the Fire Station workshop. City Manager Tucker and Finance Director Moreno both stated that there could be a budget

amendment to amend the adopted budget to reflect any changes associated with the Fire Department.

Councilmember Kazarian made a motion to ADOPT Fiscal Year 2022/2023 Budget with the understanding a budget amendment could amend the adopted budget to reflect any changes necessary to fund the Fire Department decision before Council, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Kazarian, Mejia, Parra, Rodriquez.

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)**

City Manager Tucker requested this item to be continued to the June 21, 2022 City Council meeting.

Councilmember Kazarian made a motion to continue APPROVE a contract with Pacific Solar Inc. to the June 21, 2022 City Council meeting, seconded by Councilmember Mejia. The motion carried by a roll call vote: Ayes: Kazarian, Mejia Parra.

- ii. APPROVE a contract with Advanced Lighting Services Inc., in the amount of \$101,527.23 for 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)**

Public Works Director Dominguez reported the city received a proposal from Advanced Lighting Services Inc. to provide lighting upgrades to various City buildings as part of Phase I of the project. He provided an overview on funding, contract terms, energy savings, and project timeline.

Councilmember Kazarian made a motion to APPROVE a contract with Advanced Lighting Services Inc., in the amount of \$101,527.23 for Lighting (LED) Project Phase 1 and authorize the City Manager or her designee to execute the agreement, seconded by Councilmember Mejia. The motion carried by a roll call vote: Ayes: Kazarian, Mejia, Parra.

- 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)**

Councilmember Kazarian made a motion to continue APPROVE Resolution No. 2566 to the June 21, 2022 City Council meeting, seconded by Councilmember Mejia. The motion carried by a roll call vote: Ayes: Kazarian, Mejia, Parra.

8-B. CITY MANAGER'S OFFICE

- i. **APPROVE an Agreement for Fire Protection Services with Fresno County Fire Protection District**

City Manager Tucker provided an overview of the proposed agreement with Fresno County Fire Protection District. She introduced Chief Michael Despain of M.E.D. Enterprises, Inc. Chief Despain provided an overview of the Fowler Fire Department's 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. He provided data of failed responses from January 2015 through October 2021 and indicated so far in 2022 there are 18 failed responses. Chief Despain explained that a failed response is when Fowler firefighters were unable to respond to a 9-1-1 call.

Chief Despain introduced Chief Dustin Hale. Chief Hale provided an overview of Cal Fire and Fresno County Fire. He stated that Fresno County Fire and the Fowler Fire Department have had a longstanding relationship. Chief Hale also shared how Fresno County Fire is involved with the communities they serve.

Councilmember Kazarian expressed his opposition to a contract with Fresno County Fire prior to the item becoming public. He also introduced a 3-year budget which he developed outlining his estimated costs to transition to a full-time fire department.

Mayor Pro Tem Rodriguez expressed his concerns on the liability, cost of the fire station building, and missed calls.

Councilmember Mejia thanked staff for examining the data. He stated his viewpoint has always been to have a full-time Fowler Fire Department in the future after making the necessary changes to the fire station building. Councilmember Mejia also stated he would need more time to review Councilmember Kazarian's proposal.

Councilmember Parra proposed a half-cent sales tax initiative be brought before the Council at the next meeting and for staff to review Councilmember Kazarian's proposal to validate the numbers in comparison with the city's.

City Manager Tucker asked Chief Despain to address Councilmember Kazarian's year-one numbers associated with his proposal and the need to further address the risk, liability, and missed calls. Chief Despain stated that if the city retains volunteer staff, the volunteer staff will need be doubled and those volunteers will need to make a commitment to obtain 240 hours of training per year and any solution moving forward, the volunteer liability will need to be addressed.

Fire Chief Lopez addressed the Council.

Eighteen members of the public addressed the Council.

Mayor Pro Tem Rodriquez made a motion to APPROVE an Agreement for Fire Protection Services with Fresno County Fire Protection District and provide staff direction to develop a training program for the current volunteer firefighters. Motion not seconded; motion failed.

After discussion, staff was given direction to explore different options of a multi-year plan to convert the volunteer fire department to a full-time fire department and to add the proposed half-cent sales tax initiative for discussion at the next Council meeting.

City Manager Tucker requested clarification whether Council's direction included staff addressing the City's risk and liability. Councilmember Kazarian stated his proposal addressed the risk and liability. Council's consensus was to hold a workshop at an upcoming Council meeting.

9. STAFF COMMUNICATIONS – (CITY MANAGER)

Community Development Director Gaffery provided an update on the Code Enforcement Officer recruitment.

Public Works Director Dominguez provided an update on the State Route 99 project and the recent insect infestation in the Kensington Estates area.

Police Chief Alcaraz provided personnel updates.

10. COUNCILMEMBER REPORTS AND COMMENTS

No reports or comments.

11. CLOSED SESSION

No reportable action was taken on the two items.

12. ADJOURNMENT

Having no further business, the meeting adjourned at 9:53 p.m.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-C

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM SCOTT CROSS, City Attorney

SUBJECT

APPROVE Resolution No. 2567, 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. 2567

RESOLUTION NO. 2567

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER AUTHORIZING CONTINUED USE OF REMOTE TELECONFERENCING FOR CITY COUNCIL MEETINGS AND COMMISSION MEETINGS DURING DECLARED STATE OF EMERGENCY IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953 AS AMENDED BY AB 361

WHEREAS, on March 4, 2020, the Governor of California declared a state of emergency in the State as a result of the COVID-19 pandemic; and

WHEREAS, pursuant to Resolution 2461, approved by the Fowler City Council on March 17, 2020, the City Council declared a local emergency as a result of the threatened spread of COVID-19 in the City, surrounding areas, and the state; and

WHEREAS, on March 17, 2020, with the issuance of Executive Order N-29-20, the Governor suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other remote means; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which placed an end date of September 30, 2021, for agencies to meet remotely; and

WHEREAS, AB 361 was enacted on September 16, 2021, enacting certain changes to the Brown Act for teleconferencing and remote participation at public meetings as set forth in Government Code Section 54953; and

WHEREAS, the state of emergency proclaimed by the Governor on March 4, 2020, has not been rescinded and remains in effect; and

WHEREAS, the City Council has determined that teleconferencing from remote locations by the public and City Council members has not limited participation of members of the public, Council members, or other attendees at City Council or other City commission meetings; and

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

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

NOW, THEREFORE, 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 21st 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: 7-D

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM YVONNE HERNANDEZ, Recreation Coordinator

SUBJECT

ACCEPT a donation to the City in the amount of \$1,500 from Waste Management for Farmers Market.

RECOMMENDATION

Staff recommend the City Council accept a donation to the City in the amount of \$1,500 from Waste Management for a Farmers Market.

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 used for charter experiences and live music for family friendly entertainment.

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: 7-E

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM THOMAS W. GAFFERY IV, Community Development Director

SUBJECT

ACCEPT various donations for Shirakawa Park interpretive signage

RECOMMENDATION

Staff recommend the City Council accept various donations for Shirakawa Park interpretive signage

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 used to offset the purchase and installation costs for interpretive signage at Shirakawa Park. The signage will depict a photo of Tokio & Kikue Shirakawa and describe the history of the land where the park now sits. A future budget resolution will be brought forward for City Council consideration to allocate these funds.

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

- Exhibit A: Summary of Donations

Exhibit A: Summary of Donations

Subject to City Council Acceptance

Donor	Amount
Pam & Bob Handley	\$750
Fumiye Shirakawa	\$1,000
Hiroko Tanaka, Julie Maldonado & Ann Hiyama	\$1,000
Western Pioneer Financial & Properties	\$1,000

Informational

Donor	Amount
Nickolas Dounias & Leslie Shirakawa	\$300
Jordan Fernandez	\$100
Keith Inouye	\$100
Mark Ishibashi	\$500
Audrey & Derek Kamemoto	\$200
Brad Shirakawa	\$200
Roger Shirakawa	\$100
Candice Toyoda & Jerry Marks	\$50



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-F

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM ANGELA VASQUEZ, Deputy City Clerk

SUBJECT

APPROVE Resolution No. 2568, Calling and Giving Notice of a General Municipal Election to be Held in the City of Fowler on Tuesday, November 8, 2022 for the Election of Certain Officers; Requesting the Board of Supervisors of the County of Fresno to Consolidate and Canvass the Election; Authorizing the County Clerk/Registrar of Voters of Fresno County to Render Specific Services to the City of Fowler Relating to the Conduct of the General Municipal Election and Appropriating Funds to Pay for Said Services; and Establishing Regulations for Candidates Pertaining to Candidate Statements.

RECOMMENDATION

Staff recommends City Council approve a resolution to conduct the November 8, 2022 General Municipal Election for the purpose of electing two (2) members of the City Council, each for a four (4) year term until November 2026. The resolution provides a notice and call for a General Municipal Election, authorizes a consolidation of the General Municipal Election with the Statewide General Election, requests Fresno County Board of Supervisors to authorize the Fresno County Registrar of Voters to render specific election services to the City of Fowler, authorizes the City of Fowler to reimburse the County of Fresno for elections services performed, and establishes conditions of filing candidate statements.

BACKGROUND

On November 8, 2022, an election will be held in the City of Fowler ("City") to fill two (2) City Council seats.

1. Calling and Giving Notice of the November 8, 2022 General Municipal Election; and Nomination Period

Pursuant to Elections Code section 12101, the 2022 General Municipal Election must be called prior to the opening of the nomination period. The Notice of Election that lists the time and date of the election and the offices to be filled must be published no sooner than July 4, 2022, and no later than July 18, 2022.

The nomination period for the election on November 8, 2022 opens on July 18, 2022 and closes on August 12, 2022. However, if an incumbent does not seek re-election, the nomination period is extended five (5) days to August 17, 2022. The five (5) day extension does not apply to vacant seats.

2. Requesting Consolidation of the Fowler Municipal Election with the Statewide General Election to be Held on the Same Date

Effective January 1, 2016, Senate Bill (SB) 415 prohibits a city from holding an election on any date other than a statewide election date to prevent a voter turnout of below average. City will be SB 415 compliant by holding its election on November 8, 2022 in consolidation with the Statewide General Election, as permitted by Elections Code section 10403, subdivision (a).

3. Requesting that Fresno County Board of Supervisors Authorize the Fresno County Registrar of Voter to Render Specific Services to the City Relating to the Conduct of the General Municipal Election, and Permitting County Reimbursements for Rendered Specific Services

Fresno County Elections Division operates under the supervision of the Fresno County Registrar of Voters. Fresno County Elections Division is responsible for conducting Statewide General Elections, making it well-versed and capable of conducting the City's General Municipal Election in accordance with election process requirements pursuant to Elections Code section 10418. For the County's Elections Division's services on November 8, 2022, Elections Code section 10002 requires the City to reimburse the County of Fresno in full upon the County's presentation of a bill to City.

4. Establishing Conditions for Filing of Candidate Statements

Elections Code section 13307 provides that City Council must establish the conditions for filing of candidate statements prior to the filing for the November 2022 Election. These conditions include setting a word-limit of two hundred (200) words per statement and requiring candidates to make a pre-payment to the County at the time the candidate files the nomination papers, which includes the cost of printing, handling, and translating the candidate's statement to required foreign languages. These conditions will help limit the size of the sample ballot pamphlet and reduce the cost that the City will have to repay the County for.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The estimated cost to conduct the regularly scheduled election will be budgeted and accounted for in the 2022-23 budget. Staff is estimating the total cost for the November Election to be no more than 6,000 thousand dollars (\$6,000.00). If additional costs are incurred, staff will return to City Council with a budget amendment request.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachment

- Resolution No. 2568

RESOLUTION NO. 2568

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE
HELD IN THE CITY OF FOWLER ON TUESDAY, NOVEMBER 8, 2022 FOR THE
ELECTION OF CERTAIN OFFICERS; REQUESTING THE BOARD OF
SUPERVISORS OF THE COUNTY OF FRESNO TO CONSOLIDATE AND CANVASS
THE ELECTION; AUTHORIZING THE COUNTY CLERK/REGISTRAR OF
VOTERS OF FRESNO COUNTY TO RENDER SPECIFIED SERVICES TO THE CITY
OF FOWLER RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL
ELECTION AND APPROPRIATING FUNDS TO PAY FOR SAID SERVICES; AND
ESTABLISHING REGULATIONS FOR CANDIDATES PERTAINING TO
CANDIDATE STATEMENTS**

WHEREAS, the next Statewide General Election will take place on Tuesday, November 8, 2022; and

WHEREAS, the City of Fowler will hold a General Municipal Election on Tuesday, November 8, 2022, for the election of two (2) City Council Members, each for a full four (4) year term; and

WHEREAS, the City of Fowler desires the Board of Supervisors of the County of Fresno to consolidate the City's General Municipal Election with the Statewide General Election, pursuant to Part 3, Division 10 of the Elections Code (commencing with Section 10400) to be held on the same date and that, within the City of Fowler, the precincts, vote center locations, ballot drop box locations, and election officers of the two (2) elections be the same; the County Clerk/Registrar of Voters canvass the returns of the General Municipal Election; and the election be held in all respects as if there were only one (1) election; and

WHEREAS, it is the desire of the Fowler City Council to adopt a Resolution requesting the Board of Supervisors of the County of Fresno to render specified services to the City of Fowler relating to the conduct of a General Municipal Election pursuant to California Elections Code section 10002; and

WHEREAS, Elections Code section 10002 requires the City of Fowler to reimburse the County of Fresno in full for the services performed upon presentation of a bill to the City of Fowler; and

WHEREAS, the Fowler City Council has determined that each candidate for elective office who submits a statement to be sent to the voters with the sample ballot shall be charged a sum not greater than the actual prorated cost of printing, handling, and translating the candidate's statement as a result of providing this service.

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

1. A General Municipal Election is called and ordered for the City of Fowler to be held on Tuesday, November 8, 2022, for the purpose of the election of two (2) members of the City Council to be elected at-large, each for a full four (4) year term.

2. Pursuant to the requirements of Elections Code section 10403, the Board of Supervisors of the County of Fresno is hereby requested to consent and agree to the consolidation of the General Municipal Election and the Statewide General Election on Tuesday, November 8, 2022.

3. In accordance with Elections Code section 10403, Fowler City Council acknowledges that the consolidated election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election pursuant to Elections Code section 10418.

4. The Board of Supervisors of the County of Fresno is requested to direct the County Clerk/Registrar of Voters to take any and all steps necessary for and related to the holding of the consolidated election in a manner consistent with law, including, without limitation: the provision of all election materials and equipment; publication of notices; the hiring, training and supervision of election officers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials; the collection of submitted ballots; the tallying and canvassing of votes; and the certification of election results.

5. A sum be appropriated and set aside from the appropriate funds of the City of Fowler to reimburse the County of Fresno in full for the services to be performed as herein requested and that said sum be paid to the County of Fresno upon demand and presentation of a bill to the City of Fowler.

6. The candidate shall, if he or she elects to submit an election statement of no more than two hundred (200) words to be included with the sample ballot and sent to the registered voters, pay all costs associated with said election statement; Pursuant to Elections Code section 13307, the candidate is required to make an estimated pre-payment to the County at the time the candidate files the nomination papers.

The foregoing Resolution was duly passed, approved, and adopted on the 21st 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: 7-G

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM ANGELA VASQUEZ, Deputy City Clerk

SUBJECT

APPROVE Resolution No. 2569 approving amendments to and adoption of the City's Conflict of Interest Code.

RECOMMENDATION

Staff recommend the City Council approve Resolution No. 2569 approving amendments to and adoption of the City's Conflict of Interest Code.

BACKGROUND

The Political Reform Act (Government Code section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The City maintains a conflict of interest code as necessary to comply with applicable law. The required disclosure categories have been updated to provide clarity and the list of designated official and employees who must file statements of economic interest have been updated to account for the changes made to the City's various position titles.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

None.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2569

RESOLUTION NO. 2569
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER ADOPTING
A CONFLICT OF INTEREST CODE FOR DESIGNATED EMPLOYEES OF THE CITY
OF FOWLER

WHEREAS, the Political Reform Act (Gov. Code, § 81000, et seq.) requires state and local governmental agencies to adopt and promulgate conflict of interest codes;

WHEREAS, the Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regulations, § 18730) which contains the terms of the standard conflict of interest code; and

WHEREAS, the Fair Political Practices Commission amends the standard conflict of interest code terms on a regular basis to conform to amendments made to the Political Reform Act; and

WHEREAS, the City of Fowler maintains a conflict of interest code and routinely reviews and updates the code as necessary to comply with applicable law; and

WHEREAS, the required disclosure categories need to be updated to provide clarity, and the listed designated officials and employees who must file statements of economic interests needs to be updated to account for the addition and elimination of various positions as a result of changes to the City of Fowler's organizational structure.

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

1. The Conflict of Interest Code for the City of Fowler is hereby amended and adopted as set forth in Exhibit "A" attached to this Resolution.

2. Officials and designated employees shall file statements of economic interest as required by Government Code section 18730, upon assuming office and leaving office, and during each year in office, in accordance with the Conflict of Interest Code and Appendices "A" and "B."

3. Designated employees shall file the statements of economic interest with the Fowler City Clerk, who shall make the statements available for public inspection and reproduction in accordance with Government Code section 81008. Statements for all designated employees shall be retained by the City Clerk.

4. Resolution No. 2262 and previous resolutions regarding the adoption of the Conflict of Interest Code shall be superseded and replaced by this Resolution.

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The foregoing resolution was adopted at a meeting of the City Council of the City of Fowler on the 21st day of June, 2022, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The Foregoing resolution is hereby approved this 21st day of June, 2022.

APPROVED:

Mark Rodriquez, Mayor Pro-Tem

ATTEST:

Angela Vasquez, Deputy City Clerk

EXHIBIT A
CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the City of Fowler.

Individuals holding designated positions shall file their statements of economic interests with the City Clerk, who will make the statements available for public inspection and reproduction. (Gov. Code, § 81008.) All statements will be retained by the City, and the original may be forwarded to the Fresno County Clerk of the Board if required.

APPENDIX A
CITY OF FOWLER/CITY OF FOWLER AS SUCCESSOR AGENCY TO THE FOWLER
REDEVELOPMENT AGENCY

DESIGNATED EMPLOYEES

The following employees are responsible for filing in the categories assigned below:

<u>ADMINISTRATION</u>	<u>DISCLOSURE CATEGORY ASSIGNED</u>
City Clerk/Secretary of Successor Agency	1 & 2
Deputy City Clerk/Human Resource Officer	1 & 2
Finance Director	1 & 2
Community and Economic Development Director	1 & 2
Building Official	2
Code Enforcement Officer	2
Permit Technician	2
City Engineer	1 & 2
City Planner	1 & 2
Public Works Director	1 & 2
Recreation and Senior Center Supervisor	1 & 2
Assistant/Deputy City Attorney	1 & 2
*Consultant	1 & 2
 <u>POLICE & FIRE</u>	
Police Chief	1 & 2
Police Lieutenant	2
Fire Chief	1 & 2

*The City Manager may determine whether a consultant is acting in a capacity that will allow the individual to make or participate in the making of governmental decisions. In this case, the individual will be required to file a statement of economic interests.

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

When a designated employee is required to disclose investments and sources of personal information, he/she need only disclose investments in business entities and sources of income which do business in the City, plan to do business in the City, or have done business in the City within the past two years. In addition to other activities, a business entity is doing business within the City if it owns real property within the City. When a designated employee is required to disclose interests in real property, he need only disclose real property which is located in whole or in part within or not more than two miles outside the boundaries of the City or within two miles of any land owned or used by the City.

Designated employees shall disclose their financial interests pursuant to the appropriate disclosure categories as indicated in Appendix A.

Disclosure Category No. 1 (Broad Responsibilities)

Designated officials and employees in this category must disclose all reportable investments and business positions in business entities, and reportable sources of income (including loans, gift, and travel payments) from any source, that is either (a) located in the City of Fowler, (b) planning to do business in the City of Fowler, or (c) have done business in the City of Fowler during the two previous calendar years, and reportable interests in real property located in the jurisdiction of the City of Fowler. Notwithstanding the foregoing, gifts are reportable regardless of the location of the donor.

Disclosure Category No. 2 (Decision-Making Responsibilities)

Designated officials and employees in this category must disclose all reportable investments and business positions in business entities, and reportable sources of income (including loans, gifts, and travel payments) from any source, that is located in, doing business in, or planning to do business in the City of Fowler, and is either (a) subject to the regulatory, permitting, or licensing authority of the official's or employee's department or division, or (b) provides services, supplies, materials, machinery, or equipment of the type utilized by the official's or employee's department or division. Notwithstanding the foregoing, gifts are reportable regardless of the location of the donor.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-H

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM RUDY ALCARAZ, Police Chief

SUBJECT

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

RECOMMENDATION

Staff recommends that City Council adopt an ordinance adopting a Military Equipment Use Policy in accordance with Assembly Bill 481 ("AB 481").

BACKGROUND

AB 481 was enacted in 2021 and became effective on January 1, 2022, and is codified in Government Code sections 7070 through 7075. This new law requires law enforcement agencies ("LEAs") to obtain approval from the applicable governing body of a military equipment use policy before obtaining funding, acquiring, or using military equipment. The policy must be adopted by ordinance. In the May 3, 2022 Fowler City Council Meeting the Council unanimously approved the introduction of this ordinance.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

None.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Ordinance No. 2022-03
- Policy 705

ORDINANCE NO. 2022-03

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF FOWLER ADOPTING A MILITARY EQUIPMENT USE POLICY

The City Council of the City of Fowler does hereby ordain as follows:

SECTION 1. Findings.

The City Council finds:

- A. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, which codified procedures of funding, acquisition and use of military equipment by law enforcement agencies under Government Code sections 7070 through 7075.
- B. Assembly Bill 481 requires law enforcement agencies to obtain approval from the applicable governing body by ordinance adopting a military equipment use policy prior to taking certain actions relating to funding, acquisition, or use of military equipment.
- C. Assembly Bill 481 allows a city council of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations pursuant to Government Code section 7071.
- D. Assembly Bill 481 requires law enforcement agencies to annually submit to the applicable governing body a military equipment report for each approved type of military equipment for as long as the military equipment is available for use, and to make each annual report publicly available on its website for as long as the equipment is available for use.
- E. Assembly Bill 481 requires a city council that has adopted an ordinance approving a military equipment use policy to annually review the military equipment report submitted by the law enforcement agency to determine whether each type of military equipment identified in the report continues to comply with the standard of approval.
- F. Assembly Bill 481 requires a city council that has adopted an ordinance approving a military equipment use policy to annually review the ordinance and vote on whether to renew the ordinance at a regular meeting.
- G. Policy 705 of the Fowler Police Department Policy Manual has been prepared by the Fowler Police Department as its proposed military equipment use policy, and it has been published on the Fowler Police Department's internet website since April 1, 2022.
- H. A duly noticed public hearing was conducted by the City Council at its regular meeting on May 3, 2022, to consider Policy 705.

SECTION 2. Determinations.

A. Based on the above-findings and the information provided to the City Council at the public meeting, the City Council determines that Policy 705 of the Fowler Police Department Policy Manual complies with standards for approval under Government Code section 7071:

1. The identified military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

2. Policy 705 of the Fowler Police Department Policy Manual will safeguard the public's welfare, safety, civil rights, and civil liberties.

3. The purchase and use of the identified military equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

4. All military equipment use prior to the adoption of Policy 705 of the Fowler Police Department Policy Manual complied with applicable Department policy in effect at that time, and adoption of Policy 705 will ensure future compliance.

B. Policy 705 of the Fowler Police Department Policy Manual is approved and adopted.

SECTION 3. This Ordinance shall take effect thirty (30) days after its adoption but will not be codified in the City's Municipal Code.

SECTION 4. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one (1) insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five (5) days prior to the Council meeting at which the ordinance is adopted, and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

* * * * *

The foregoing Ordinance No. 2022-03 was introduced at a regular meeting of the City Council of the City of Fowler held on May 3, 2022, and was thereafter duly adopted at a regular meeting of said City Council held on June 21, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Rodriquez, Mayor Pro Tem

ATTEST:

Angela Vasquez, Deputy City Clerk

Military Equipment

705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Fowler Police Department (“Department”).

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (“MRAP”) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (“HMMWV”), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached, excluding unarmored all-terrain vehicles and dirt bikes.
- Tracked armored vehicles that provide ballistic protection to their occupants and utilize a track system instead of wheels for forward motion.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld ram designed to be operated by one person.
- Firearms and ammunition of fifty (.50) caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.

- Specialized firearms and ammunition of less than fifty (.50) caliber, including firearms and accessories identified as assault weapons pursuant to Penal Code sections 30510 and 30515, except standard Department-issued firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools, including, but not limited to, grenades.
- Munitions containing tear gas or oleoresin capicum ("OC"), excluding standard Department-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices ("LRAD").
- Kinetic energy weapons and munitions, including, but not limited to, projectile launchers, bean bag rounds, and rubber bullet.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.
- Notwithstanding Government Code section 7070 paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

705.2 POLICY

It is the policy of the Department that Department members comply with the provisions of Government Code section 7071.

705.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a Department member to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Department (Government Code § 7071).

- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

705.4 MILITARY EQUIPMENT INVENTORY

The Department does not currently own any qualifying military equipment.

If the Department acquires military equipment, pursuant to the governing body's approval, the Department shall properly maintain an appropriate military equipment inventory pursuant to Government Code section 7072.

With an established inventory, the Department may maintain a level of listed-supplies of expendable and component materials that are used with the Department's approved-military equipment. The Department may replenish the listed-supplies up to the established-quantities on the inventory list without the prior approval of the governing body. The Department's autonomy to appropriately replenish listed-supplies ensures that essential equipment is readily available.

705.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting this military equipment use policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment use policy is submitted to the governing body and is available on the Department website at least thirty (30) days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment use policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to Title 10 of the United States Code section 2576a.

- (b) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

705.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment may be used by any other law enforcement agency or members in this jurisdiction if such military equipment has been approved for use in accordance with this policy. Military equipment, not listed in Section 705.4, used by other jurisdictions providing mutual aid to this jurisdiction shall comply with their respective military use policies in rendering mutual aid.

705.7 ANNUAL REPORT

Upon approval of this policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one (1) year of approval, and annually thereafter for as long as the military equipment is available for Department use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code section 7072 for the preceding calendar year for each type of military equipment in the Department inventory.

705.8 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one (1) well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

In accordance with Section 705.3(g) of this Policy and Government Code section 7070, subdivision (d)(7), members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment in this policy. The

Department will monitor all complaints, concerns, and questions to ensure timely responses are completed. Complaints, concerns, or questions may be submitted by any of the following means:

1. Via email to: policeadmin@ci.fowler.ca.us
2. Via phone call to: (559) 834-3113 ext. 111
3. Via postal mail to: Fowler Police Department, Attn: Chief of Police, 128 South Fifth Street, Fowler, CA 93625



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-I

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM WILMA TUCKER, City Manager

SUBJECT

APPROVE an agreement with Fresno Humane Animal Services for animal control and shelter services for the period beginning June 1, 2022 through June 30, 2025, on a time and materials basis, in an amount not to exceed \$30,000.

RECOMMENDATION

Staff recommend the City Council approve an agreement with Fresno Humane Animal Services (FHAS) for animal control and shelter services for the period beginning June 1, 2022 through June 30, 2025, on a time and materials basis, in an amount not to exceed \$30,000.

BACKGROUND

Staff determined improvements were necessary in the quality of services, cost of services, and responsiveness of the City's animal control and shelter services provider. The City's previous provider charged a flat rate of \$1,000 per month for animal control and shelter services, regardless of the number of animal intakes. FHAS will charge the City \$300 per animal intake during the first year of the agreement. From March 2021 to March 2022, 19 dogs were taken in by the City of Fowler.

FHAS' 2021 "save rate" in 2021 was 92%. Not only will FHAS provide improved services, they will also provide the City with new and expanded services to benefit residents and their pets. These expanded services include microchipping clinics, vaccination clinics, services for cats, and improved outreach and support. FHAS will also assist the City in launching programs to update the Fowler Municipal Code, provide service for managing cat overpopulation, the enforcement of rabies vaccination, and spay/neuter education and enforcement.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The costs for animal control and shelter expenses are a component of the Public Works General Fund budget. Staff determined contracting with FHAS to be less expensive than the City’s previous animal services provider.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Agreement

CITY OF FOWLER
CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

This Contract Services Agreement for Professional Services ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Fresno Human Animal Services ("Vendor"), an IRS 501(c)(3) organization, with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on July 1, 2022 ("Effective Date").

RECITALS

- A. City desires to engage the services of a qualified vendor for Animal Control Services ("Services") more fully described in **Exhibit A**, which is attached hereto and incorporated by reference.
- B. Vendor is engaged in the business of providing these Services and hereby warrants and represents that Vendor is qualified, experienced, and capable of providing these Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary thereto.
- C. City desires to contract with Vendor to provide these 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 Vendor agree as follows:

AGREEMENT

- 1. **Scope of Work.** Vendor agrees to perform the services as more fully described in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). Changes in the scope of Services, including work incidental to the Services, shall be made in writing and particularly describe the changes in Services, payment/costs, and schedule/term, as applicable.
- 2. **Schedule.** City and Vendor shall mutually agree on a schedule for performing the Services. The schedule shall be subject to modification based on the City's operational needs. City will notify Vendor in advance of any modification to the schedule.
- 3. **Term of Agreement; Commencement of Services.** The term of this Agreement shall begin on the Effective Date and shall terminate on June 30, 2025, unless extended by mutual written agreement of the Parties. Notwithstanding the preceding sentence, this Agreement may be terminated during the term in accordance with Section 17 herein.
- 4. **Payment for Services.** City shall pay Vendor for the Services performed pursuant to this Agreement as follows: time and materials, per **Exhibit A**. The total amount paid by City to Vendor pursuant to this Agreement shall not exceed Thirty Thousand Dollars (\$30,000).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Vendor for Services satisfactorily performed pursuant to this Agreement. Vendor shall submit an invoice to City containing detailed billing information regarding the Services provided and City shall tender payment to Vendor within thirty (30) days after receipt of invoice.

- 5. **Independent Contractor Status.** Vendor and its subcontractors, if any, shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Vendor 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. Vendor 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 Vendor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Vendor's employees or subcontractors, any claim or right of action against City.

6. Vendor Representations; Standard of Care; Compliance with Law. Vendor represents that Vendor and any subcontractors utilized by Vendor are and will be qualified in the field for which Services are being provided under this Agreement, and Vendor 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. Vendor 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 anti-discrimination and anti-harassment laws. Vendor shall comply with all Labor Code requirements for public works projects if applicable to Vendor's work under this Agreement.

7. [Reserved]

8. Subcontractor Provisions. Vendor 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 Vendor 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 Vendor; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Vendor 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. Vendor shall keep complete records showing the type of Services performed. Vendor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Vendor and its subcontractors for inspection and audit purposes. Vendor shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Vendor under this Agreement.

11. [Reserved]

12. [Reserved]

13. City Name and Logo. Vendor shall not use City's name or insignia, photographs relating to the City projects or work for which Vendor's services are rendered, or any publicity pertaining to the Vendor's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

14. Conflicts of Interest. Vendor warrants that neither Vendor nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Vendor's or its employees' performance of the Services. Vendor further warrants that neither Vendor nor any of its employees have real property, business interests or income that will be affected by the Services. Vendor 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, Vendor 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 Vendor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Vendor or its successor, or for any breach of any obligation under the terms of this Agreement.

16. City Right to Employ Other Vendors. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Vendor, this Agreement and the performance of the Services are non-exclusive and City reserves the right to employ other vendors or contractors 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 fourteen (14) days prior written notice to Vendor. Upon receipt of a termination notice pursuant to this subsection, Vendor shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Vendor: 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 Vendor Upon Termination. Vendor shall be paid compensation for Services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Vendor's compensation has not become due, Vendor 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 Vendor'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, Vendor shall promptly discontinue all Services affected, unless the notice of termination directs otherwise.

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

19. Indemnity and Defense. Vendor 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 Vendor or its subcontractors relating to the performance of 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. Vendor 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. Vendor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Vendor as a result of the sale of the Equipment and/or performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Vendor, its employees, agents, and representatives. Vendor agrees to obtain and maintain a 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 Vendor 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, Vendor shall not assign the payment of any monies due Vendor 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 Vendor directly to Vendor.
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 ninety-six (96) hours after deposit.
23. Entire Agreement. This Agreement, including any referenced Exhibits, represents the entire agreement between City and Vendor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein.
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. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.
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 Vendor in the County of Fresno, California. Vendor shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.
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. Contractor shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

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

FRESNO HUMANE ANIMAL SERVICES

CITY OF FOWLER


Teri Rockhold
Executive Director

Wilma Tucker
City Manager

Date: June 16, 2020

Date: _____

1510 West Dan Ronquillo Drive
Fresno CA 93706
(559) 600-7387

128 South 5th Street
Fowler, CA 93625
(559) 834-3113

EXHIBIT A

SCOPE OF SERVICES

Section I – Responsibilities

1. Responsibilities of Fresno Human Animal Services (FHAS):
 - a. FHAS will pick up dogs that City of Fowler staff has impounded and are being held at Fowler Impound Yard within 24 hours of being notified.
 - b. Impounded animals will receive all care outlined by UC Davis Shelter vet guidelines.
 - c. Comply with all State and City laws in relation to animal control operations.
 - d. Collect City fees and provide City a quarterly reconciliation.
 - e. Provide Standard of Care specifications for Impound Yard.
 - f. Provide City specifications for microchip scanners and training documentation for City staff.
 - g. Work with City staff on protocols for intake of all types of animals consistent with State law.
 - h. FHAS shall support the delivery of rabies vaccination clinics and other community services.
2. Responsibilities of the City of Fowler (City):
 - a. Impound Yard
 - i. Maintain Impound Yard and kennels free of debris, safe and secure.
 - ii. Comply with Standard of Care for all animals held at Impound Yard.
 - iii. Equipment and supplies must be stored appropriately at Impound Yard.
 - b. Intake of Animals
 - i. Before impound, City shall scan for microchip, look for identification and attempt to locate owner within neighborhood.
 - ii. Whether impounded or returned to owner, all animals must be entered into FHAS database.
 - iii. City shall develop a lost animal social media posting template and process documentation.
 - iv. Animal will also be posted on local social media.
 - v. FHAS must also be notified ASAP so we can post on our L& F page as well.
 - vi. Intake all animals consistent with State law.
 - c. Animal Identification
 - i. City shall provide publicly accessible microchip scanners at City Hall/Police Department and the Senior Center.
 - ii. City shall develop lost animal signage for parks.
 - iii. Lost animal social media posting template shall include information about publicly accessible microchip scanners.
 - d. Regulatory Framework
 - i. City shall bring forward for City Council consideration proposed revisions to Fowler Municipal Code related to animal control.
 - ii. City shall develop documented policies and processes to implement Fowler Municipal Code.
 - iii. City staff shall develop a revised business process for animal licensing.
 - e. Community Services
 - i. City shall work with FHAS to deliver four (4) clinics per calendar year to offer rabies vaccinations, microchipping, and other vaccinations.
 - ii. City shall support FHAS in applications for future grant funds to support community outreach events, vaccination programs, spay & neuter programs, and other animal welfare programming.
 - iii. City shall provide opportunities to FHAS to engage at community events.

Section II – Fee Schedule

\$300 per animal intake through June 30, 2023

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to commencement of the Services, Vendor shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Vendor shall cause any subcontractor with whom Vendor 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 Vendor'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. Vendor shall maintain the following types of insurance with limits no less than specified:

(i) 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 project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Worker's Compensation Insurance as required by the State of California.

(iii) Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(iv) Umbrella or Excess Liability. In the event Vendor 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 Vendor 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) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Services performed pursuant to this Agreement, the Vendor'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 Vendor's insurance and shall not contribute with it.

(iii) 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.

(iv) Vendor grants to the City a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City by virtue of the payment of any loss under such insurance. Vendor 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.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Fowler Risk Services. The City may require the Vendor 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. Vendor 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 Vendor's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Vendor'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 Vendor fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Vendor, and the Vendor shall pay the cost thereof to City upon demand, and City shall furnish Vendor with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Vendor under this Agreement.

e. Subcontractors. If the Vendor should subcontract all or any portion of the work to be performed in this Agreement, the Vendor 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 Vendor to City under this Agreement.

EXHIBIT C
CERTIFICATE OF INSURANCE



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-J

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM SCOTT CROSS, City Attorney

SUBJECT

APPROVE Agreement for professional Legal Services as City Attorney with Lozano Smith.

RECOMMENDATION

Staff recommend the City Council approve the agreement for professional legal services as City Attorney with Lozano Smith.

BACKGROUND

The law firm of Lozano Smith has provided legal services as City Attorney under contract with the City of Fowler for approximately 30 years. The current three-year legal services agreement expires on June 30, 2022. Scott Cross was appointed as City Attorney in June 2019. The firm is requesting a new three-year legal service agreement beginning July 1, 2022, increasing the attorney hourly rate from current \$210/ hour to \$220/hour in year one (7/1/22 – 6/30/23), \$225/hour in year two, and \$235/hour in year three. The firm is also requesting an increase to the current council and Planning Commission meeting from flat rate from \$650 to \$675 in year one, and then charging the hourly rate for meeting attendance beginning in year two. The paralegal and law clerk rate will increase from the current \$100/hour to \$110/hour in years one and two, an increase to \$115/hour in year three.

Saff is recommending approval for a variety of reasons including the following:

- 1) The institutional knowledge of City operations and history Lozano Smith brings to the table.
- 2) Recurring training the firm provides including ethics training, and training on new laws as they become effective, etc.

3) Proposed hourly rates are substantially below what other law firms are charging municipal clients as well as other non-municipal public agency clients.

4) Lozano Smith is a full-service firm able to handle most of the City's legal service needs, including litigation, as a result, the City rarely needs to contract out for specialized legal services where the rates can be significantly higher.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The new agreement will result in less than a 4.0% annual increase over the three-year period which equates to approximately \$7,500 annual increases using the prior two-year actual data as a comparative.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Agreement for Professional Legal Services as City Attorney



CITY OF FOWLER

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY

THIS AGREEMENT is entered into effective July 1, 2022, between the CITY OF FOWLER, a municipal corporation ("City") and LOZANO SMITH, a professional corporation ("Attorney"). The term City shall also include all boards, commissions, and other bodies of the City.

1. SCOPE OF WORK AND DUTIES

City hires Lozano Smith, and appoints Scott G. Cross as principal attorneys acting as City Attorney and Assistant City Attorney, to render such legal services as are customarily rendered by a City Attorney, including attending meetings of the City Council, Planning Commission, Redevelopment Successor Agency, and other boards and bodies of the City, and its affiliated agencies, as directed by City. Representation shall include, but not necessarily be limited to, drafting and reviewing ordinances, resolutions and City agreements, and consulting with or advising City staff on legal issues that arise within their areas of operation, and generally advising the City Council and City staff concerning the legal affairs of City.

Attorney, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, tort defense, labor representation, criminal prosecution, redevelopment, finance, franchising, contract representation and other matters, except where conflicts exist or where the City Council may otherwise direct. Attorney shall represent City in initiating and defending all litigation unless otherwise directed by the City Council.

All of these duties shall be performed, as directed by the City Council, and Attorney will keep the City Council and the City Manager informed as to the progress and status of all pending matters. All legal services can be authorized only by the City Council or the City Manager. Attorney will manage and control the delivery of legal services in a competent, professional, and cost-effective manner. Where appropriate, Attorney may from time to time recommend the use of special counsel. In that event, Attorney shall coordinate the work of special counsel. Notwithstanding the foregoing, it is expressly understood that Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorneys of record on behalf of City.

2. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for Attorney to effectively render its professional services under this Agreement. City further agrees to abide by this Agreement, and to pay in a timely manner for Attorney's bills for fees, costs, and expenses.

3. LEGAL FEES, BILLING PRACTICES, AND PERSONNEL

City shall compensate Attorney for legal services provided within the scope of work and duties as follows:

- From July 1, 2022 through June 30, 2023, City shall pay to Attorney: \$220.00 per hour for attorney services, \$110.00 per hour for paralegal and law clerk services, and a flat rate of \$675.00 per meeting for attendance at regularly scheduled City Council and Planning Commission meetings.
- From July 1, 2023 through June 30, 2024, City shall pay to Attorney: \$225.00 per hour for attorney services, and \$110.00 per hour for paralegal and law clerk services, inclusive of attendance at City Council and Planning Commission meetings.
- From July 1, 2024 through June 30, 2025, City shall pay to Attorney: \$235.00 per hour for attorney services, and \$115.00 per hour for paralegal and law clerk services, inclusive of attendance at City Council and Planning Commission meetings.

In addition to paying legal fees, City shall reimburse Attorney for customary and reasonable costs and expenses incurred by Attorney in the course of providing legal services to City. Costs will include, but are not limited to, all third party expenses, duplicating, long distance telephone, postage charges, delivery charges, computerized legal research, facsimile charges, and filing fees.

Attorney shall render to City a statement for fees for services and costs incurred every calendar month. City shall pay Attorney's statement within thirty (30) days after issuance of each statement. Each statement shall clearly indicate the basis of the fees, including the working attorney, hours worked, hourly rate (or flat meeting rate) and a brief description of the work performed, and a description of costs charged.

The City Attorney will exercise discretion to use whichever attorneys, paralegals and staff that he/she determines best suited to the rendering of legal services in a competent and economically efficient manner.

4. THIRD PARTY COSTS AND EXPENSES

Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Upon advance City Manager approval and proper documentation, City shall pay directly or reimburse Attorney for directly incurred out-of-pocket disbursements, costs, and expenses of providing said services.

5. INDEPENDENT CONTRACTOR/LAWFUL PERFORMANCE

Attorney shall perform all legal services required under this Agreement as an independent contractor. Attorney shall fully comply with the provisions of law regarding performance of this Agreement, including but not limited to, laws regarding licensure, professional canons of ethics and conflict of interest statutes, rules and regulations. Attorney must certify and comply with the following: (a) that Attorney has no ethical or legal conflicts which would in general disqualify Attorney from representing City; (b) that Attorney will refrain from initiating any legal action against City (or their respective officers, agents and employees

in their official capacity as such) by way of complaint or cross-complaint during the term of this Agreement or any services rendered pursuant thereto, whichever later occurs; and (c) that Attorney will promptly disclose upon knowledge or discovery of any specific facts which would or could potentially disqualify Attorney from representing City pursuant to this Agreement.

6. HOLD HARMLESS

Attorney agrees to protect indemnify and save harmless City against all claims, demands and causes of action by Attorney's employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by Attorney hereunder and resulting from the negligent acts or omissions of Attorney, Attorney's agents, employees or subcontractors.

7. INSURANCE

Attorney shall procure and maintain, at its sole cost and expense, comprehensive general liability and property damage insurance, including automobile and excess liability insurance and professional liability insurance against all claims for injuries against persons or damages to property resulting from Attorney's negligent acts or omissions rising out of or related to Attorney's performance under this Agreement. The minimum amount of such insurance shall be \$1,000,000. Attorney shall also carry Workers' Compensation Insurance in accordance with applicable laws of the State of California. Such coverage shall be maintained in effect during the term of this Agreement and shall not be subject to reduction in coverage below the limits established, nor shall the insurance be canceled or terminated without thirty (30) days prior written notice to City.

8. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect until June 30, 2025. City may discharge Attorney at any time. Attorney may withdraw from City's representation at any time, to the extent permitted by law and the rules of Professional Conduct, upon at least thirty (30) days written notice. Upon notice of discharge or withdrawal, Attorney shall deliver all documents and records of City to City and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

9. NOTICE

Any notice required by law or by this Agreement shall be deemed delivered upon personal delivery or when deposited in the United States Mail, postage prepaid, and addressed as described below or to any subsequently noticed change or address, whichever applies:

City Council
CITY OF FOWLER
128 South 5th Street
Fowler, CA 93625

Scott G. Cross
LOZANO SMITH
7404 North Spalding Avenue
Fresno, CA 93720

10. EFFECTIVE DATE

This Agreement shall be effective July 1, 2022.

11. ASSIGNMENT

This Agreement shall not be assigned by Attorney without prior written consent of City.

12. MAKING OF AGREEMENT

No member of Attorney who is a public official has participated in his/her official capacity with City in the discussion, negotiation, or making of this Agreement, nor has any member of Attorney advised the City Council, any member thereof, or any member of City's staff with regard to this Agreement. City has not sought advice from any member of the Attorney firm with regard to this Agreement and understands that such advice cannot and will not be provided to City by any member of the Attorney firm.

13. SUPERSESSION

This Agreement supersedes any and all prior agreements or amendments thereto entered into for City Attorney services between City and Attorney.

CITY

CITY OF FOWLER

By: _____
Mark Rodriguez, Mayor Pro Tem

Date: June ____, 2022

ATTEST:

By: _____
Angela Vasquez, Deputy City Clerk

Date: June ____, 2022

ATTORNEY

LOZANO SMITH

By: 
Karen M. Rezendes, Managing Partner

Date: June 13, 2022



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-K

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM DAVID PETERS, City Engineer

SUBJECT

AWARD the Golden State Blvd Bike / Pedestrian Path (Adams to Clayton) Project ATPL 5173 (037)

RECOMMENDATION

Staff recommends the City Council award the Golden State Blvd Bike / Pedestrian Path (Adams to Clayton) Project and authorize staff to enter into an agreement with RJ Berry Jr, Inc. to construct the project in the amount of \$232,500.00. The project includes the construction of a Class I asphalt concrete bicycle and pedestrian path from Adams Ave to Clayton Ave, concrete and asphalt ADA curb ramps, and striping and signage.

BACKGROUND

On June 15, 2022, the City received three responsive bids for the Golden State Blvd Bike / Pedestrian Path (Adams to Clayton) Project. The project proposes the construction of a Class I asphalt concrete bicycle and pedestrian path from Adams Ave to Clayton Ave, concrete and asphalt ADA curb ramps, and striping and signage. The bids received ranged from \$232,500.00 to \$349,028.00. The Engineer's Estimate for the project was \$205,000.

A portion of the project is located within Fresno County and will require an encroachment permit and maintenance agreement prior to completion of the project. The maintenance agreement will be presented to City Council for consideration at a near-term upcoming meeting.

RJ Berry Jr, Inc. is based in Selma, California and has a current and active Class A, General Engineering license in the State of California.

Attached is the summary of the three responsive bids received.

ENVIRONMENTAL REVIEW

The Notice of Exemption document has been posted to the State Clearinghouse. Under CEQA, this project is exempt under Categorical Exemption Class: 1; 14 CCR 15301(c) - Minor alterations to existing highways such as the addition of bicycle facilities. Under NEPA, Caltrans has determined that the project is a Categorical Exclusion under 23 CFR 771.117(c): activity (c)(3) - Construction of bicycle and pedestrian lanes, paths, and facilities.

FISCAL IMPACT

The project is financed with a combination of federal funds obtained through the Active Transportation Program and local funds.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Bid Summary
- Agreement

CITY OF FOWLER - Golden State Blvd Bike / Ped Trail

BID SUMMARY 06/15/2022

#1

#2

#3

Engineer's Estimate

RJ Berry Jr. Inc.

American Paving Co

Terra West Construction

BASE BID SCHEDULE

Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	Mobilization, Demobilization, Bonds and Insurance	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	1	LS	Traffic Control System	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$19,000.00	\$19,000.00	\$23,000.00	\$23,000.00
3	1	LS	Dust Control	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$2,000.00	\$2,000.00
4	1	LS	Clearing and Grubbing	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$43,000.00	\$43,000.00
5	719	TN	HMA Path (F)	\$150.00	\$107,850.00	\$110.00	\$79,090.00	\$116.00	\$83,404.00	\$162.00	\$116,478.00
6	1	EA	ADA Concrete Curb Ramp	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$6,100.00	\$6,100.00
7	5	EA	ADA HMA Curb Ramp	\$2,500.00	\$12,500.00	\$2,200.00	\$11,000.00	\$2,500.00	\$12,500.00	\$3,700.00	\$18,500.00
8	1	EA	Add Truncated Domes to Existing Ramp	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
9	3	EA	Adjust Sewer Manhole Frame and Cover to Grade	\$750.00	\$2,250.00	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$1,800.00	\$5,400.00
10	46	LF	HMA Type 'E' Dike	\$10.00	\$460.00	\$100.00	\$4,600.00	\$90.00	\$4,140.00	\$150.00	\$6,900.00
11	1	LS	Traffic Signal Modification	\$20,000.00	\$20,000.00	\$28,500.00	\$28,500.00	\$33,000.00	\$33,000.00	\$27,500.00	\$27,500.00
12	1	LS	Traffic Striping, Pavement Markings & Pavement Markers	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$13,000.00	\$13,000.00	\$1,100.00	\$1,100.00
13	1	LS	Miscellaneous Facilities	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$37,000.00	\$37,000.00	\$23,000.00	\$23,000.00
14	87	CY	Roadway Excavation (F)	\$100.00	\$8,700.00	\$630.00	\$54,810.00	\$300.00	\$26,100.00	\$650.00	\$56,550.00
15	175	LF	Concrete Curb Removal	\$15.00	\$2,625.00	\$20.00	\$3,500.00	\$6.00	\$1,050.00	\$40.00	\$7,000.00
TOTAL BASE BID					\$205,385.00		\$232,500.00		\$257,794.00		\$349,028.00

AGREEMENT

THIS AGREEMENT made at Fowler, in Fresno County, California, by and between RJ Berry Jr., 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:

Golden State Bicycle & Pedestrian Trail

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 Two Hundred Thirty Two Thousand Five Hundred Dollars (\$232,500.00) 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,

PROPOSAL TO THE CITY OF FOWLER

hereinafter called the Owner, for

GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH

ATPL 5173 (037)

The work to be done and referred herein is in the City of Fowler, Fresno County, State of California, and extends over existing rights of way within the City.

The work is to be constructed in accordance with the Special Provisions and contract annexed hereto and also in accordance with the 2010 State Standard Plans and 2010 Standard Specifications, of the State of California, Department of Transportation.

The work to be done is shown on a set of Plans, entitled: "GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH."

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following unit prices, to-wit:

BID FORM
GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH ATPL 5173 (037)
BASE BID SCHEDULE

Bidder: R. J. Berry Jr., Inc.

BASE BID SCHEDULE

Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount
1.	1	LS	Mobilization (\$10,000 Maximum)	10,000 ⁰⁰	10,000 ⁰⁰
2.	1	LS	Traffic Control	3000 ⁰⁰	3000 ⁰⁰
3.	1	LS	Dust Control	2000 ⁰⁰	2000 ⁰⁰
4.	1	LS	Clearing & Grubbing	15,000 ⁰⁰	15,000 ⁰⁰
5.	719	TN	HMA Path (F)	110 ⁰⁰	79,090 ⁰⁰
6.	1	EA	ADA Concrete Curb Ramp	5500 ⁰⁰	5500 ⁰⁰
7.	5	EA	ADA HMA Curb Ramp	2200 ⁰⁰	11,000 ⁰⁰
8.	1	EA	Add Truncated Domes to Existing Ramp	2000 ⁰⁰	2000 ⁰⁰
9.	3	EA	Adjust Sewer Manhole Frame & Cover to Grade	1500 ⁰⁰	4500 ⁰⁰
10.	46	LF	HMA Dike Type "E"	100 ⁰⁰	4600 ⁰⁰
11.	1	LS	Traffic Signal Modification	28,500 ⁰⁰	28,500 ⁰⁰
12.	1	LS	Traffic Striping, Pavement Markings & Pavement Markers	4000 ⁰⁰	4000 ⁰⁰
13.	1	LS	Miscellaneous Facilities	5000 ⁰⁰	5000 ⁰⁰
14.	87	CY	Roadway Excavation (F)	630 ⁰⁰	54,810 ⁰⁰
15.	175	LF	Concrete Curb Removal	20 ⁰⁰	3500 ⁰⁰

(F) - Final Pay Quantity

Total: \$ 237,500⁰⁰

The Total Base Bid Schedule is

Two Hundred Thirty-Two Thousand
Five Hundred Dollars
 _____ Dollars and NO Cents. (in words)

The Bid Prices set forth herein shall include any and all applicable taxes.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICE AND ITEM TOTALS, THE UNIT PRICE SHALL PREVAIL.

ABBREVIATIONS USED IN BID SCHEDULE

CF - Cubic Foot

CY - Cubic Yard

EA - Each

SF - Square Foot

SY - Square Yard

TN – Ton

VF – Vertical Foot

LF - Linear Foot

LS - Lump Sum

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Contractors. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within ten (10) days not including Saturdays, Sundays and legal holidays, after the bidder

SIGNATURE PAGE

PROJECT: GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH
CITY OF FOWLER
CONTRACT: ATPL 5173 (037)

Accompanying this proposal is security (check one only) in amount equal to at least ten (10%) of the total amount of the bid:

Bid Bond (☒); Certified Check (); Cashier's Check (); Cash (\$)

The names of all person interested in the foregoing proposal as principals are as follows;

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

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

Class A+B License No 433753 Expires 1-31-23 DIR # 1000004267

(Furnishing Contractor License information as part of this proposal is optional and is requested to facilitate verification of licensure)

[Signature] 6-14-22
Signature of Bidder Dated
Robert J. Berry Jr., President

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

BUSINESS ADDRESS: 2020 High St., Suite B
Selma, Ca

Zip Code: 93662

MAILING ADDRESS: P.O. Box 468
Selma, Ca

Zip Code: 93662

BUSINESS PHONE: 559-896-1680

FAX NUMBER: 559-896-1682

GOLDEN STATE BIKE/PEDESTRIAN PATH
ATPL 5173 (037)

NONCOLLUSION AFFIDAVIT

PROJECT: GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH
CITY OF FOWLER
CONTRACT: ATPL 5173 (037)

To the City Council of the City of Fowler:

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Robert J. Barry, Jr.
(Name)

being first duly sworn, deposes and says that he or she is

President
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of R. J. Barry Jr., Inc.
(Bidding Entity)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Title 23 United States Code Section 112)

(Calif Public Contract Code Section 7106; Stats. 1988, c. 1548, Section 1.)

NOTE: The above Noncollusion Affidavit is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SUBCONTRACTORS LIST

PROJECT: GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH
CITY OF FOWLER

CONTRACT: ATPL 5173 (037)

BIDDER: R.J. Berry Jr., Inc.

SUBCONTRACTORS

The bidder hereby designates below the names and business addresses of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

Bidders are cautioned that this listing requirement is in addition to the requirements for compliance with Disadvantaged, Minority, or Women-owned Business Enterprises (DBE/MBE/WBE) programs as provided for in the Specifications.

SUBCONTRACTOR 1: Fresno Concrete Const., Inc.

Business Address: Fresno, Ca.

Class: _____ License No. 389141 - DIR#1000004109

Item No. or Description of Work: 6,7,8 portion - concrete work and Domes

Dollar Amount or Percentage of Total Bid: \$14,256⁰⁰

SUBCONTRACTOR 2: Central Valley Engineering + Surveying, Inc.

Business Address: Selma, Ca.

Class: _____ License No. PLS 8719 - DIR#1000012663

Item No. or Description of Work: Surveying

Dollar Amount or Percentage of Total Bid: \$4400⁰⁰

SUBCONTRACTOR 3: Chy Miranda Trucking, Inc.

Business Address: Fresno, Ca.

Class: _____ License No. N/A Trucker + Supplier

Item No. or Description of Work: _____

Item 5 - Furnish + Haul Asphalt Concrete

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 4: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 5: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 6: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 7: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATIONS

**PROJECT: GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH
CITY OF FOWLER
CONTRACT: ATPL 5173 (037)**

CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES

All contractors and subcontractors shall give the following certifications to the Owner and forward this certification to the Owner within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the state prevailing wage rate shall be paid to employees where this rate exceeds the federal wage rate."

B. "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this contract."

C. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor/subcontractor shall forfeit, as a penalty, twenty-five dollars for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

R.J. Berry Jr., Inc.

(Contractor/Subcontractor)

By: [Signature]
(Signature)

Robert J. Berry Jr., President
(Typed Name and Title)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

**PROJECT: GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH
CITY OF FOWLER
CONTRACT: ATPL 5173 (037)**

The bidder R.J. Berry Jr., Inc., proposed subcontractor _____, hereby certifies that he has ☒ has not _____, participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

R.J. Berry Jr., Inc.
(Company)
By: [Signature]
President
(Title)

Date: 6-14-22

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-2.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Local Agency Bidder DBE Commitment (Construction Contracts)

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

PROJECT: GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH
CITY OF FOWLER
CONTRACT: ATPL 5173 (037)

The bidder ☒ proposed subcontractors _____, under penalty or perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

☒ No Exceptions

No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of the Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor: R. J. Berry Jr., Inc.
By: [Signature] Date: 6-14-22
Title: President

GOLDEN STATE BIKE/PEDESTRIAN PATH
ATPL 5173 (037)

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

**PROJECT: GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH
CITY OF FOWLER
CONTRACT: ATPL 5173 (037)**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard FormLLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

"None to Disclose"

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

GOLDEN STATE BIKE/PEDESTRIAN PATH
ATPL 5173 (037)

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Federal Project Number:

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: <u>FRESNO CONCRETE</u> City, State: <u>FRESNO, CA</u>	<u>CONCRETE</u> <u>W. RAMP</u> <u>W. TOWER</u> <u>W. DOME</u>	<u>14256</u>		<u>389141</u> <u>100004109</u>	<u>Y</u>		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input checked="" type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>4</u> yrs.
Name: <u>HARKER STRIPING</u> City, State: <u>SAN JOSE, CA</u>	<u>1-2</u> <u>12 STRIPING</u>	<u>4100</u>		<u>615222</u> <u>100004812</u>	<u>N</u>		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input checked="" type="checkbox"/> <\$15 million Age of Firm: <u>3</u> yrs.
Name: <u>POWER DESIGN</u> City, State: <u>EL PASO, TX</u>	<u>MARKING - MARKERS</u> <u>11. TRAFFIC</u> <u>SIGNAL MOD, 27cell</u>			<u>851246</u> <u>1000001983</u>	<u>N</u>		<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>2</u> yrs.
Name: <u>VINCENY, CA</u>							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u> </u> yrs.
Name: <u> </u>							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u> </u> yrs.
Name: <u> </u>							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u> </u> yrs.
Name: <u> </u>							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u> </u> yrs.
Name: <u> </u>							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u> </u> yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.
Federal Project Number:

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: <u>CHARLIS P COMPANY</u> City, State: <u>STOCKTON, CA</u>	1-2 12 STRIPING MARKINGS - HALLWAY	12725.-		374600	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input checked="" type="checkbox"/> <\$15 million Age of Firm: 43 yrs.
Name: <u>PACWEST</u> City, State: <u>CHOWCHILLA, CA</u>	11. TRAFFIC SIGNAL MOD.	32259.41		1047006	N		<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 4 yrs.
Name: <u>ST. FRANCIS ELECTRIC</u> City, State: <u>SAN FRANCISCO, CA</u>	11. TRAFFIC SIGNAL MOD.	44750.-		1003811	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 74 yrs.
Name: <u>SEBASTIAN</u> City, State: <u>FRESNO, CA</u>	11. TRAFFIC SIGNAL MOD.	27860.-		940822	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input checked="" type="checkbox"/> > \$15 million Age of Firm: 74 yrs.
Name: _____ City, State: _____							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: _____ yrs.
Name: _____ City, State: _____							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: _____ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

(This guaranty shall be executed by the successful bidder in accordance with the instructions in the Special Provisions. The bidder may execute the guaranty on this page at the time of submitting his bid).

GUARANTY

TO THE OWNER: CITY OF FOWLER

**PROJECT: GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH
CITY OF FOWLER**

CONTRACT: ATPL 5173 (037)

The undersigned guarantees the constructions and installation of the following work included in this project:

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

R.J. Berry, Jr., Inc.
by R.J. Berry, Jr. President
Date: 6-14-22 Contractor

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 OF FOWLER
GOLDEN STATE BOULEVARD BIKE/PEDESTRAIN PATH
ATPL 5173 (037)

ADDENDUM NO. 1

The contract Documents shall be modified as follows:

1. Revise Bid Date as follows:

~~June 14, 2022 at 11:30am~~ **June 15, 2022 at 2:30pm**

2. Replace Sheets, L-1, L-2, L-3, CD-1, X-1, and E-1 with attached.
3. Add the Sections below to the contract documents.

10.14 ROADWAY EXCAVATION (F)

Payment under this item shall be considered full compensation for all labor, material, tools, equipment and incidental required to excavate, grind, compact, grade, embankment grade, import or export soil. Bid quantity shown is estimated from theoretical dimensions, and shall be considered a Final Pay Quantity unless the project design is modified by a Contract Change Order. This bid item will be paid for Per Cubic Yard.

10.15 CONCRETE CURB REMOVAL

Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to sawcut, remove, and dispose of existing concrete curb in accordance with the Plans. This bid item will be paid per Linear Foot.

4. Replace Bid Form with attached.
5. Bid date changed 2:30pm

END OF ADDENDUM No. 1

All other conditions shall remain unchanged.

NOTICE: All bidders shall sign and submit the below acknowledgment of this addendum with their bid.

Contractor R. J. Berry Jr., Inc.
By R. J. Berry Jr. President
Date 6-14-22



David Peters
David Peters, PE
City Engineer

June 8, 2022
Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, R. J. Berry Jr., Inc.

hereinafter referred to as Principal, and

The Ohio Casualty Insurance Company

as Surety, are held and firmly bound unto the City of Fowler

in the sum of Ten Percent of Total Amount Bid (10% of Bid)

lawful money of the United States of America, for payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, said Principal will, within 10 days upon receipt of Notice of Award for:

CITY OF FOWLER

GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH

ATPL 5173 (037)

and in accordance with the terms of the specifications, Information for Bidders, and the bid and acceptance thereof, enter into a contract for the performance and completion of said work and give required bonds, then this obligation shall be void, otherwise, the penalty of this bond, which accompanies the bid, shall be declared forfeited to the Obligee.

WITNESS our hand this 9th day of June, 20 22.

R. J. Berry Jr., Inc.

Principal

Robert J. Berry Jr. President

Title The Ohio Casualty Insurance Company

(Seal)

(Seal)

By:

Surety

Dona Lisa Buschmann, Attorney-In-Fact

GOLDEN STATE BIKE/PEDESTRIAN PATH
ATPL 5173 (037)

ACKNOWLEDGMENT

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

State of California
County of Placer

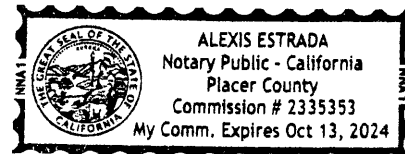
On June 9, 2022 before me, Alexis Estrada, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205493-977442**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alexis Estrada, Dona Lisa Buschmann, Edward D. Johnson, J. Buschmann, Jana B. Pilgard, Julie A. Shiroma, Kathy Rangel, Lisa Bracero, Maggie Bender-Johnson, Robert D. Laux, Stephen D. Bender

all of the city of Sacramento state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of June, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

R. J. BERRY JR., INC.
PO Box 468
Selma, CA 93662
CSLB No.: 433753
DIR PWCR No.: 1000004267

RECEIVED
JUN 15 2022
BY:

RECEIVED
JUN 15 2022
BY: 2:20 pm
n.m

CITY CLERK
City of Fowler
128 South 5th Street
Fowler, CA 93625

BID:
GOLDEN STATE BOULEVARD BIKE/PEDESTRIAN PATH
ATPL 5173 (037)
BID DATE & TIME:
2:30 p.m., Wednesday, June 15, 2022

'Do Not Open Until the Time of Bid Opening'



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-L

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM DAVID PETERS, City Engineer

SUBJECT

ACCEPT the Adams Avenue Reconstruction – Phase 2 & 3 – STPL 5173 (033) & (035) Project

RECOMMENDATION

Staff recommend the City Council accepts the Adams Avenue Reconstruction – Phase 2 & 3 project and authorize the City Engineer to file the Notice of Completion.

BACKGROUND

The City Council previously awarded a contract to Don Berry Construction for the Adams Avenue Reconstruction – Phase 2 & 3 project at a regularly scheduled council meeting on May 4, 2021. The project was constructed in accordance with the plans and specifications to the satisfaction of the City Engineer and the Public Works Director for a total amount of \$1,289,691.84. The one-year warranty period will begin upon the recording of the Notice of Completion, which will follow the Council's acceptance of the project.

ENVIRONMENTAL REVIEW

As part of the preliminary engineering phase, a Notice of Exemption was filed on May 12, 2020 to satisfy CEQA requirements. A Categorical Exclusion was approved by Caltrans under NEPA on April 22, 2020.

FISCAL IMPACT

Total project cost was \$1,598,911.84. This project was funded by Surface Transportation Block Grant (\$1,355,662.00) and local funds (\$243,249.84).

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- None



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-M

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM DAVID PETERS, City Engineer

SUBJECT

APPROVE Resolution No. 2570 for a project list of SB 1 Local Streets and Road Maintenance and Rehabilitation Account funds for fiscal year 2022-23.

RECOMMENDATION

Staff recommends the City Council adopts Resolution No. 2570 designating resurfacing of Fresno Street from 5th Street to 3rd Street as the 2022-23 SB 1 Local Streets and Roads project.

BACKGROUND

In April 2017, the California State Legislature passed Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017. As part SB 1, specific transparency and accountability provisions must be met to ensure that the public is aware of the projects that have been completed utilizing SB 1 funds.

In 2019, all City streets were evaluated and rated as part of a pavement management system update. The pavements have been evaluated to determine their Pavement Condition Index (PCI). The PCI scale ranges from 100 (new road) to 0 (gravel road). Typically, street maintenance strategies are aligned with the following PCI scale:

PCI Range	Treatment
100-85	No Treatment
85-70	Slurry Seal
70-50	Cape Seal or Thin Overlay
50-25	Thick Overlay
25-0	Reconstruction

Each year, the City is required to update and provide a list of proposed projects to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), in accordance with SB 1. This list must include:

- Location of the project
- Proposed schedule of completion
- Estimated useful life of the improvement

Additionally, cities and counties must annually adopt a resolution with a list of projects they anticipate funding with SB1 funds. The project lists must be submitted to the California Transportation Commission (CTC) by July 1st to be eligible for SB 1 funding for the following fiscal year.

For FY22/23, the City is expected to receive \$146,173 from the RMRA fund. Based on the recently completed Pavement Management System adopted by the City in 2019, staff has identified candidate projects for the RMRA funding program. Candidate projects were identified utilizing the pavement condition index (PCI) identified for each City roadway segment and the funding levels available in the current fiscal year. Larger PCI values represent better condition roads and lower PCI values represent poorer condition roads.

The candidate projects for FY 22-23 are:

Project	Description	Location	PCI
Fresno Street	Resurface roadway	5 th Street to 3 rd Street	24
7 th Street	Resurface roadway	Modesto Street to Adams Ave	29
7 th Street	Resurface roadway	Vine Street to Fresno Street	30

The recommended FY 22-23 project is resurfacing of Fresno Street from 5th Street to 3rd Street.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Adoption of the project list will allow the City to maintain eligibility to receive the FY 22-23 SB1 funds.

CONFLICT OF INTEREST

There are no known conflicts of interest associated with this action.

Attachments

- Resolution No. 2570

RESOLUTION NO. 2570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 TO BE FUNDED BY ROAD MAINTENANCE AND REHABILITATION ACCOUNT REVENUES IN ACCORDANCE WITH THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB 1)

WHEREAS, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions to ensure the residents of the City of Fowler (“City”) are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$146,173 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, this is the sixth (6th) year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community’s transportation priorities and the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate one (1) street within the City this year and similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in an “at-risk” condition. This revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a “good” condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure, with a focus on basic maintenance and safety, investing in complete streets

infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED by the City Council of the City of Fowler, State of California, that:

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2022-23 Road Maintenance and Rehabilitation Account revenues:

Project	Description	Location	Estimated Useful Life	Anticipated Year of Construction
Fresno Street Rehabilitation	Resurface roadway	5 th Street to 3 rd Street	10-15 Yr	2022

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 21st 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 COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-N

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM MARGARITA MORENO, Finance Director

SUBJECT

Actions pertaining to the Fowler Senior Meals (CDBG 19232-CV)

- APPROVE Amendment I to Agreement with the City of Fowler (CDBG 19232-CV)
- ADOPT Resolution No. 2571 amending the 2021-2022 Adopted Budget to appropriate \$9,026 Coronavirus Aid, Relief, and Economic Security Act Community Development Block Grant funding

RECOMMENDATION

Staff recommend the City Council approve Amendment I to Agreement No. 20-512 with the City of Fowler for the Fowler Senior Meals, Coronavirus Aid, Relief, and Economic Security Act Community Development Block Grant Project No. 19232-CV, and adopt Resolution No. 2571.

BACKGROUND

Fresno County's Urban County community development entitlement area received CDBG-CV funds from HUD through the CARES Act. The funds are to be used to prevent and respond to the spread of COVID-19 and other infectious diseases. The Project consists of the procurement of meals for senior citizens in the City. The Project will ensure the most vulnerable residents are receiving adequate nutrition, while minimizing those residents' exposure to communicable disease at grocery stores or restaurants. Due to savings from other completed projects and represent the remainder of the City's CDBG-CV funds, this amendment will increase CDBG-CV funding for senior meals by \$9,025.85; from \$29,055 to \$38,080.85.

On December 15, 2020, the County and the City entered into Agreement No. 20-512, whereby \$29,055 in CDBG-CV funds were made available to the City for the Fowler Senior Meals, Project No. 19232-CV. On January 28, 2022, the Director of Public Works and Planning approved an extension to

the close-out date of Project No. 19232-CV, pursuant to Section VII of the Agreement. Effective upon execution with no change in term through June 30, 2023, and increasing the maximum Coronavirus Aid, Relief, and Economic Security Act Community Development Block Grant funding by \$9,025.85 to a total Coronavirus Aid, Relief, and Economic Security Act Community Development Block Grant funding amount not to exceed \$38,080.85.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Funds will be appropriated in the Cares Fund.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Amendment I to Agreement with City of Fowler
- Resolution No. 2571

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AMENDMENT I TO AGREEMENT

THIS AMENDMENT I TO AGREEMENT, ("Amendment I"), is made this ____ day of _____, 2022 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the CITY OF FOWLER ("City").

WITNESSETH

WHEREAS, the County has received funds to administer and implement the program for the Community Development Block Grant Coronavirus Response ("CDBG-CV") Program activities of the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), the Coronavirus Aid, Relief, and Economic Security Act, ("CARES Act"); Public Law 93-383; and the laws of the State of California; and

WHEREAS, on December 15, 2020, the County and the City entered into Agreement 20-512, ("Agreement"), whereby \$29,055 in CDBG-CV funds were made available to the City for the Fowler Senior Meals, Project No. 19232-CV ("Project"); and

WHEREAS, on January 28, 2022, the Director approved an extension to the close out date of the project to June 30, 2023, per the terms of Section VII, Paragraph D; and

WHEREAS, the City now has an additional \$9,025.85 from its allocation of CDBG-CV funds that may be made available to the Project; and

WHEREAS, the City has requested these additional CDBG-CV funds in the amount of \$9,025.85 be made available to the Project for the purposes of this Agreement.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the City and the County agree to amend the Agreement as follows:

- 1. Page 1, Lines 17-19, is amended to read:
"WHEREAS, the Subrecipient has estimated that the total cost of the Project is \$38,080.85, and has requested the sum of \$38,080.85 from the County's allocation of CDBG-CV funds to complete the Project; and"
- 2. The budget for the Project on Page 2, Lines 7 and 8, is amended to read:

1	" Meal Procurement		<u>\$38,080.85</u>
2		Total	\$38,080.85"

3 3. The proposed funding summary for the Project on Page 2, Lines 14 and 15, is
4 amended to read:

5	"CDBG-CV		\$38,080.85
6	Local Contribution		<u>\$ 0</u>
		Total	\$38,080.85"

7 4. That the dollar figure set forth on Page 2, Line 11, Page 3, Lines 1 and 21, and
8 Page 7, Line 9, of the Agreement, is amended to read "\$38,080.85".

9 County and City agree that this Amendment I is sufficient to amend the Agreement,
10 and that upon execution of this Amendment I, the Agreement and this Amendment I together shall
11 be considered the Agreement.

12 The Agreement, as hereby amended, is ratified and continued. All remaining provisions,
13 terms, covenants, conditions, and promises contained in the Agreement shall remain in full force
14 and effect.

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1 IN WITNESS WHEREOF, the parties have executed this Amendment I as of the day and
2 year first hereinabove written.

3
4 CITY OF FOWLER

COUNTY OF FRESNO

5
6 By: _____
7 City Manager

Brian Pacheco, Chairman of the
Board of Supervisors of the
County of Fresno

8 Date: _____

Date: _____

9
10 ATTEST:

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

11
12
13 _____
14 City Clerk, City of Fowler

By: _____

15 APPROVED AS TO LEGAL FORM:

16
17
18 _____
19 City Attorney

20
21 REMIT TO:

22 FUND NO: 0001
23 SUBCLASS NO: 10000
24 ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: CV19232
ACTIVITY CODE: 7307

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

RESOLUTION NO. 2571

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
APPROVING AND ADOPTING THE BUDGET AMENDMENT FOR ADDITIONAL
FUNDING FOR THE FOWLER SENIOR MEALS FISCAL YEAR 2021/2022**

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

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

WHEREAS, the budget amendment request attached provides additional funding for the senior meals

NOW, THEREFORE, BE IT RESOLVED, the Fowler City Council hereby resolves that the FY 2021/2022 budget be amended to reflect additional funding for senior meals as described in the attachment hereto.

PASSED, APPROVED AND ADOPTED this 21ST 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



REQUEST FOR BUDGET AMENDMENT

Resolution 2571

Requested by: Margarita Moreno			
Account Numbers:		Fund Name Description	
Revenues:		Increase	Decrease
208.3650	Program Income	\$9,026	
Appropriations:		Increase	Decrease
208.5111	Covid 19	\$9,026	

Reason(s) for Budget Amendment:

To align the expenses and revenues to the first quarter of FY 2021/2022 budget, staff is requesting budget amendments to the following funds:

- To appropriate additional funding for senior meals.

Department Director _____ Date _____

Approval Required Budget Amendment:

Finance Director _____ Date _____

Signature

City Manager _____ Date _____

Signature

City Council: ☐ Approved ☐ Resolution # _____ ☐ Denied Date _____



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Ai

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM DARIO DOMINGUEZ, Public Works Director

SUBJECT

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.

RECOMMENDATION

Staff recommends the City Council 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.

BACKGROUND

Staff along with the City's consultant, ARC Alternatives, developed a procurement process to solicit pricing for the Fire Station Solar Project. The Request for Proposals was released on January 31, 2022 and closed on March 4, 2022. ARC Alternatives received proposals from four vendors. ARC Alternatives and staff hosted interviews with two of the vendors and in consensus agreed that Pacific Solar, Inc. was the most qualified vendor. At the April 19, 2022, City Council meeting ARC Alternatives presented the findings, and Council directed staff to move forward into negotiations with Pacific Solar, Inc.

Highlights of the Pacific Solar, Inc., proposal and contractual terms follow:

- Project Size (kWdc): 67.20 kWdc
- First Year Production: 98,338.75
- Yield (kWh/kWdc): 1,463.37

- Capital Cost per Watt: \$2.31
- Capital Cost per KWh (20 years): \$0.0669
- O&M: Initial 5 year term for \$2,500, with options to extend for 3 consecutive 5 year renewals up to 20 years.

Concurrently with the procurement process, ARC Alternatives has assisted staff with the preparation and submission of the California Energy Commission Energy Conservation Assistant Act (ECAA) loan application and the interconnection application with Pacific Gas & Electric to make sure the City's project is grandfathered under the Net Energy Metering (NEM) 2.0.

As part of the ECCA loan preparation process, ARC Alternatives and the CEC determined that the project is estimated to pay itself back with energy savings in approximately 7 years, as opposed to the 16 years that was presented to Council on April 19, 2022. Initially, it was assumed to be 16 years but after analyzing the project costs, the financial terms of the application will be a 7 year payback period. The term shortens because the 7 years of project savings is assumed to be used to pay off the loan. After the 7 year payback period, the City will realize the entire project savings. The total cost of the loan is less with the 7 year term and the City is still cash flow positive after the second year. The City would have ECAA loan payments of approximately \$26,000 per year, at the 1% interest rate for a total project cost of \$182,924.

Once implemented, the project is projected to generate roughly \$770,000 in total bill savings, before project costs, over the 20-year period. Using the ECAA loan terms and considering O&M costs, the project is projected to be cash flow positive in year 2 of operation and generate roughly \$570,000 of cumulative net benefit over the 20-year period.

The project schedule is dependent of the ECCA loan. The loan needs to be approved by CEC and is likely to be approved in July 2022. Pacific Solar can then proceed with construction and is expected to be completed by the end of this calendar year.

The City is awarding this contract as authorized under California Government Code Section 4217.

ENVIRONMENTAL REVIEW

Solar and energy conservation improvements at existing facilities are categorically exempt pursuant to CEQA Guidelines section 15301.

FISCAL IMPACT

The funding of the project is the ECCA loan amount of \$182,924. Annual payments are estimated to be approximately \$26,000. Staff would be bringing a future budget amendment to appropriate funding. The first payment will be due 12 months after the completion of the project.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Pacific Solar, Inc. Photovoltaic Solar Agreement
- Pacific Solar, Inc. Operations and Maintenance Agreement & Exhibits
- Updated escalators per Council request



PACIFIC SOLAR

A VALLEY PACIFIC COMPANY

PHOTOVOLTAIC SYSTEM AGREEMENT

THIS AGREEMENT is made this Tuesday, June 21, 2022
 by and between City of Fowler
 hereinafter called the Owner, whose address 220 E Main St Fowler, CA 93625
 and VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR
 ,hereinafter called Contractor, License No. 812149
 , whose address is 4920 E YALE FRESNO CA 93727
 LENDER: _____

In consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

- Contractor agrees to construct and complete in a good, workmanlike and substantial manner, upon the real property hereinafter described, procuring all labor materials, components, permits, PG&E inspections, state rebates, design, and any other facilities needed therefore, a

PROJECT DESCRIPTION: 67.2 KW SYSTEM
 (hereinafter called the "Project," upon the following described real property:
PROJECT ADDRESS: 220 E Main St Fowler, CA 93625
 (hereinafter called the "Property"). The Owner will locate and point out the property lines to Contractor

- The project is to be constructed and completed in strict conformance with plans and specifications for the same signed by the parties hereto and incorporated herein by reference, a copy of which plans and specifications have been filed with the Construction Lender named above (If there is no Construction Lender, all references to same in this contract are to be disregarded).

The system, is also to be constructed and completed in strict compliance with all laws, ordinances, rules and regulations of the applicable governmental authorities, and Contractor is to apply for and obtain all required permits and licenses, paying all fees therefore, and all other fees required by such governmental authorities. Unless otherwise specifically provided in the plans and specifications, the Owner will pay all assessments and charges of any kind required by governmental authorities and public utilities for financing or repaying the costs of hookup charges and the like.

- In consideration of the covenants and agreements herein contained being performed and kept by Contractor, including the supplying of all labor, materials and services required by this contract, and the construction and completion of the Project, Owner agrees to pay to Contractor the sum of

SYSTEM PRICING DETAILS

(Please Initial)	INSTALLED SYSTEM PRICE (BEFORE REBATE)	\$	155,020.52
<div style="border: 1px solid black; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center;"> </div>	(Including sales tax and shipping)		
	ESTIMATED CALIFORNIA SOLAR REBATE TO BE PAID TO CONTRACTOR		
	CONTRACT PRICE (NET TO CUSTOMER)	\$	155,020.52

IN INSTALLMENTS AS FOLLOWS:

	AMOUNT	%	DUE	Est. Date
First Installment-----	\$ 15,502.05	10 %	Upon Signing of Contract	6/24/2022
Second Installment-----	\$ 77,510.26	50 %	Upon Equipment Procurement	8/8/2022
Third Installment-----	\$ 46,506.16	30 %	Upon Permit Signoff	8/22/2022
Final Installment-----	\$ 15,502.05	10 %	Upon PTO	12/1/2022
TOTAL-----	\$ 155,020.52			

All payments are due net 10 days. Commencement of work shall be defined as delivery of materials to site.

System completion occurs upon building or electrical sign-off. Utility inspection typically occurs 4 to 14 days after permit sign-off.

SYSTEM LABOR AND COMPONENT DETAILS

STANDARD COMPONENTS:

140 Q Cell G10.2-480
140 Tigo TS4- Module Level Shutdown Devices
1 Solectria 50 TL
1 Also energy revenue Grade Production Meter
1 50kw 480/208 Transformer
1 200 Amp Disconnect NEMA 3R
Ironridge Racking and S-5 stanfing seam mounting components per Uniform Building Code
AC and DC disconnects per National Electric Code and utility
Wiring and conduit between pv panels and 50 ft allowance from PV system to house panel
Roofing sealant and flashings as needed

Project Notes:

- Layout attached as Exhibit A
- Operations & Maintenance agreement attached as Exhibit B
- Project is a Public Works Project, Prevailing Wage rates will be paid accordingly
- Design plans will be provided for review and approval prior to submittal

STANDARD LABOR:

Design System and secure building or electric permit
Install specified system with good workman-like manner
Complete and submit all utility interconnection documents
Coordinate all building, electrical and utility inspections

ADDITIONAL WORK:

(The following items or specific prices are included in the contract price stated above)

If progress payments are to be made through the Lender, Owner represents that the loan fund is sufficient to pay the contract price and all extra work that may be ordered by Owner. Owner will do everything possible to expedite payments. The Owner hereby irrevocably authorizes the Lender to make all payments directly to the Contractor when due.

If corrective or repair work remains to be accomplished after the Project is ready for occupancy, the Owner may withhold payment of a sufficient amount to pay for the completion of such work, but shall not withhold any greater amount. Upon completion of all such corrective work by Contractor, Owner shall pay the balance of the contract sum to Contractor.

4. The Contractor agrees to commence work hereunder within 30 days of Owner's payment of the First Installment stated in Section 3 of this Photovoltaic System Agreement, to prosecute said work thereafter diligently and continuously to completion, and in any and all events to substantially complete the same within 30 days after commencement of work as aforesaid, subject to such delays as are permissible under Section 5 below. In no event shall the Contractor commence said work or place any materials on the Property prior to receipt of such notice from the Owner.

5. Time is of the essence of this contract and Contractor shall substantially complete the work during the time provided for in Section 4 above. However, the time during which Contractor is delayed in said work by (a) the acts of Owner or his agents or employees or those claiming under agreement with or permission from Owner, or by (b) the Acts of God which Contractor could not have reasonably foreseen and provided against, or by (c) unanticipated stormy or inclement weather which necessarily delays the work, or by (d) any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of Contractor and which he cannot reasonably overcome, or by (e) the failure of Owner to make progress payments promptly, shall be added to the time for completion of the work by a fair and reasonable allowance. Furthermore, the Contractor shall have the right to stop work if any payment, including payment for extra work, is not made to Contractor as provided in this Contract. In the event of such nonpayment, Contractor may keep the job idle until all payments then due are received.



6. Contractor shall at his own expense carry all workmen's compensation insurance to protect Contractor's employees and public liability insurance necessary for the full protection of Contractor and Owner from injury to persons or property arising from the acts of Contractor or his Subcontractors during the progress of the work. Certificates of such Insurance shall be filed with Owner and with the Construction Lender if Owner so requires, and shall be subject to the approval of both of them as to adequacy of protection. Owner shall obtain and pay for insurance against injury to his own employees, if any, and persons on the site at Owner's direction. The Contractor shall not be responsible for an damage occasioned by the Owner or Owner's agents, Acts of God, earthquake, or other causes beyond the control Contractor, unless otherwise herein provided.
7. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with California Code of Civil Procedures and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Owner, Contractor, Architect and all Subcontractors, Sub-Subcontractors, material suppliers, and other parties concerned with the construction of the project are Bound, each to the other, by this arbitration clause, provided each party has signed this contract or a contract that incorporates this contract by reference, or signs any other agreement to be bound by this arbitration clause. On the demand of the arbitrator or any party to an arbitration initiated under the arbitration provisions of this contract, Owner, Contractor, and any Subcontractors, Sub-Subcontractors, or other party bound by this arbitration provision agrees to join, become a party to, and be bound by such arbitration proceedings. If any party refuses or neglects to appear at or participate in such arbitration proceedings, the arbitrators are empowered to decide the controversy in accordance with whatever evidence is presented by the party or parties who do participate.
8. Contractor guarantees all equipment, material, supplies, and work furnished on the project against defective construction or workmanship for a period of ten years following the completion of the project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment or material. Contractor shall supply the Owner with all warranty and guaranty documents relevant to the equipment and materials incorporated into the job and guaranteed by its suppliers or manufacturers.
9. If either party hereto becomes involved in arbitration or litigation arising out of this contract or the performance of it, the court or tribunal in such arbitration or litigation and their costs and expenses of such arbitration and litigation, including expert witness fees and attorney's fees, shall be the burden of each party.
10. Upon the completion of the Project, the Contractor agrees to remove all debris and surplus materials from the Owner's property (including under area of structure) and leave said property in a neat and broom clean condition.
11. This contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract exists between the parties. This contract can be modified only by an agreement in writing signed by both parties.
12. This agreement shall be construed in accordance with, and governed by, the laws of the State in which the project is located.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P. O. Box 26000, Sacramento, California 95826.

13. Changes to the Agreement

(a) Prior to installation, the following conditions may change the expected costs and benefits of the Solar Facility to both you and VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR:

- (i) Any changes or additions to the design or equipment of your Solar Facility.
- (ii) Any change in the system's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator ("PVWatts calculator") ("Final Year One Production Estimate").



(iii) If any of these conditions occur, VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR may choose to modify the terms of this Agreement or cancel the Agreement. If VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR chooses to modify the terms, VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR will notify you in writing and you will have five (5) business days to accept the modified terms or cancel this Agreement pursuant to Section 12(e). If you do not respond to VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR within five (5) business days, VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR may deem you to have cancelled the Agreement. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. In order to be enforceable, the order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract. A contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation by the contractor for work performed, based upon legal or equitable remedies designed to prevent unjust enrichment.

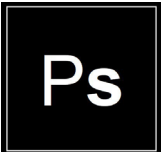
(b) You may choose to accept changes under this Section in writing or by electronic mail. If a change pursuant to this Section increases the Upfront Payment after you have already paid it to VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR, you agree to immediately pay VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR the increase in the Upfront Payment. VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR may suspend installation until this payment is received.

(c) If for a period of one hundred twenty (120) days VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR fails to perform its obligations required to commence installation of the Solar Facility and you have fulfilled all of your obligations under this Agreement, you may cancel this Agreement, in which case VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR will refund to you the Upfront Payment set forth in System Pricing Details, provided that your Property was accessible and in a state fully ready to permit the installation of the Solar Facility. It is your obligation to exercise reasonable efforts to respond to VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR in a timely manner on questions and requests for approvals and/or appointments. If you cause Solar Facility to be delayed in excess of thirty (30) days due to your unresponsiveness, VALLEY PACIFIC BUILDERS DBA PACIFIC SOLAR may cancel this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day of _____

OWNER: _____
City of Fowler

CONTRACTOR: _____
P DAVID WASEMILLER



OPERATIONS & MAINTENANCE AGREEMENT

<u>Valley Pacific Builders dba Pacific Solar ("Pacific Solar")</u> Name and Title for Notices: Address: Pacific Solar 228 N Fairfax Clovis Ca 93619	<u>City of Fowler ("Customer")</u> Name and Title for Notices: Address: City of Fowler Fire Department 220 E Main St Fowler, CA 93625
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This Operations and Maintenance Agreement (this "Agreement") is entered into as of June 21, 2022 (the "Effective Date") between Pacific Solar and Customer. Customer hereby engages Pacific Solar, and Pacific Solar hereby accepts such engagement, to perform certain maintenance services for the systems identified in Exhibit A hereto ("Systems"), located on the sites described in Exhibit A hereto (the "Sites") in accordance with the terms and conditions set forth below. Therefore, in consideration of the promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pacific Solar and Customer (each a "Party" and together, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of this Agreement begins on the Commencement Date for each System and ends five (5) years after the Commencement Date for each System (the "Term"), unless sooner terminated in accordance with the provisions hereof. This Agreement may be extended at Customer's option to up to twenty (20) years in the form of three subsequent five (5) year extensions.

2. **Services.**

(a) **System Services.** Starting on each System's Commencement Date and continuing for five (5) years unless terminated earlier or renewed according to the provisions of this Agreement, Pacific Solar shall perform and provide for the Systems all the system services pursuant to the specific service package selected by Customer as specified in Exhibit B.1 (the "Systems' Services"). If Customer elects to extend this Agreement the services provided will continue for each subsequent five (5) year period for up to twenty (20) years from System's Commencement Date, unless this Agreement is otherwise terminated in accordance with the provisions hereof.

(b) **Additional Services.** N/A

(c) **Transactional Services.** N/A

(d) **Emergency.** If Pacific Solar or Customer learn of an event occurring at the Sites or any adjoining property that poses actual or imminent risk of serious personal injury to any person or material physical damage to the Systems or to the interconnection facilities (an "Emergency"), each Party shall immediately notify the other Party thereof, and Customer and Pacific Solar shall jointly attempt to formulate a response. Pacific Solar may, in the good-faith determination of Pacific Solar, take immediate preventative or remedial action that may be necessary to ensure the (i) continued operation of the Systems and (ii) safety of personnel and property at the Sites. All such remedial or preventative actions shall be deemed Transactional Services approved hereunder for which Customer may issue a purchase order as soon as practicable. In the event that such Emergency results in any part from the breach of any obligation by, or the negligent conduct or willful misconduct of Pacific Solar or any of its employees, agents, or subcontractors, no charge shall be due and owing from Customer for such remedial or preventative action.

3. **Commencement of System Services.** For each System, Pacific Solar will begin providing the System's Services when the System: (i) is capable of the commercial delivery of energy to the full extent of its designed capacity, (ii) has begun delivering energy for sale or use, (iii) has been issued a Permission to Operate letter by Southern California Edison, and (iv) has been accepted by Customer according to the terms and conditions contained within the design-build contract (the "Design-Build Contract") between Pacific Solar and Customer (the "Commencement Date").

4. **Compensation.** On the Commencement Date for each System, and on each yearly anniversary of that date during the Term, Customer shall pay, the Subscription Services fee for the System (as described in Exhibit A, and set forth in Exhibit C, the "Subscription Services Fee"). All Transactional Services performed hereunder shall be billed monthly in arrears for the Transactional Service performed during the preceding month. Customer shall pay all amounts invoiced hereunder within thirty (30) days after the invoice date. Any amounts not paid when due hereunder shall bear interest at the rate of 1.0% per month (prorated on a daily basis) or the highest rate allowable by law, whichever is lower.

5. **Taxes.** Pacific Solar shall invoice Customer separately for any sales, use or ad valorem taxes or other governmental taxes or fees imposed by any governmental authority in connection with the Services performed hereunder.

6. **Termination.**

(a) **Termination Without Cause.** Customer may terminate this Agreement, without cause, by giving Pacific Solar at least ninety (90) days' prior written notice.

(b) **Termination for Cause.** If either Party hereunder defaults in the performance of any obligation hereunder, and said default is not cured within thirty (30) days after the defaulting Party receives written notice thereof, the non-defaulting Party may terminate this Agreement for cause upon ten (10) days' notice; provided that, if the default cannot reasonably be remedied within such thirty (30)-day period and the defaulting Party exercises diligent efforts to cure such default, the defaulting Party shall be afforded such additional time to cure such default as may be reasonably required.

(c) **Termination for Non-Payment.** Notwithstanding the provisions of Section 6(b) above, if, thirty (30) days after any payment hereunder has become due, Customer has failed to pay such amount, then Pacific Solar will notify Customer, and, three (3) days after such notification, if Customer still has failed to pay such amount, Pacific Solar may suspend the provision of Services. (30) thirty days after Customer receives notice from Pacific Solar, Customer still has failed to pay such amount, then Pacific Solar may terminate this Agreement for non-payment.

(d) **Consequences of Termination.** Termination of this Agreement shall not affect any rights or obligations of either Party that accrues prior to the date of such termination or that, expressly or by implication, are intended to survive termination. If either Party terminates this Agreement pursuant to this Section 6, Customer shall pay Pacific Solar for all Transactional Services satisfactorily performed by Pacific Solar prior to the effective date of such termination and (i) if terminated pursuant to clause (b), Pacific Solar shall return to Customer the proportionate share of the annual Subscription Services Fee paid by Customer for the portion of the Term remaining following the effective date of such termination, or (ii) if otherwise terminated pursuant to clauses (a) or (c), Pacific Solar shall retain the proportionate share of the annual Subscription Services Fee paid by Customer for the portion of the year in which such termination occurs.

7. **Manner of Pacific Solar's Performance.** In performing and providing the Services, Pacific Solar shall use commercially-reasonable efforts to (a) comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations, including, without limitation, obtaining and maintaining all requisite permits and licenses pertaining to the Services and (b) take all reasonable measures to avoid injury to any person or property and minimize interference with Customer's activities at the Site. All persons employed, contracted or otherwise utilized by Pacific Solar in

performing or providing the Services shall be fully qualified and skilled in their trade.

8. **Access to Sites.**

(a) On each date of Service with respect to the Sites and for so long as any Services are provided by Pacific Solar hereunder, Customer shall enable Pacific Solar or any of its subcontractors or agents to gain free, unobstructed, access to the Sites for the purpose of performing the Services hereunder and shall keep the Sites free and clear from any encumbrances, obstructions or hazardous materials.

9. **Warranty.**

(a) **Service Warranty.** Pacific Solar warrants, for a period one (1) year from the date of performance of any specific Service hereunder (the "Warranty Period"), that such Services shall be performed in a good and workmanlike manner in accordance with both industry practices generally acceptable in the location in which such Services are provided and all requirements of law (the "Service Warranty").

(b) **Exclusive and Limited Remedies.** Provided Pacific Solar is notified of a defect covered by the Service Warranty within the Warranty Period, Pacific Solar shall, at its option and its sole cost and expense, either repair, replace or re-perform any such non-conforming services. Such repair, replacement or re-performance will constitute Customer's sole and exclusive remedy for any breach of the Services Warranty and shall not extend the Warranty Period.

(c) **Limitation and Exclusion of Warranties.** THE SERVICES WARRANTY SET FORTH IN THIS SECTION 9 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE. Pacific Solar shall not be liable for breach of the Services Warranty to the extent such breach arises from: (i) modifications, alterations or repairs to the System not performed by Pacific Solar; (ii) nonconformities caused by the Systems not being operated by Customer or any third party in accordance with any manuals and revisions thereto (including the replacement of worn or failed parts); or (iii) any damage to the Systems caused by accident, vandalism, malicious mischief, theft or attempted theft or any other Force Majeure Event (as defined below).

(d) The warranties provided under this Agreement are in addition to and separate from any warranties provided under the Design-Build Contract, secured by the performance bond provided under the Design-Build Contract, provided by equipment manufacturers, or required by State law. Nothing set forth herein shall be deemed to modify these separate and distinct warranties.

10.

Indemnification.

(a) To fullest extent permitted by California law, Pacific Solar agrees to and does hereby defend, indemnify and hold harmless Customer, and its officers, employees, agents and independent contractors (the "Indemnified Parties") against every claim or demand made, and every liability, loss, damage, or expense, including attorney's fees, of any nature whatsoever, that may be incurred by reason of:

(1) Liability for: (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents (as defined in the Design-Build Contract); or (4) any other loss, damage or expense, sustained by any person, firm or corporation arising from any act, omission, negligence, or breach by Pacific Solar or any person, firm or corporation employed by, under contract with, or acting on behalf of Pacific Solar, arising out of or in any way connected with the Services performed by Pacific Solar, its employees, contractors or agents pursuant to this Agreement or the Contract Documents, whether or not said injury or damage occurs on Customer property, except for liability that results directly from the sole or active negligence, or the willful misconduct of an Indemnified Party; and

(2) Any dispute between Pacific Solar and Pacific Solar's subcontractors, suppliers, or sureties, including, but not limited to, any failure or alleged failure of Pacific Solar (or any person hired or employed directly or indirectly by the Pacific Solar) to pay any subcontractor or materialman of any tier or any other person employed in connection with the Services or filing of any stop notice or mechanic's lien claims.

(3) Pacific Solar, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Customer, its officers, agents or employees, on account of or founded upon any cause, damage, negligence, breach, or injury identified in this Section and shall pay or satisfy any judgment that may be rendered against Customer, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(4) Upon termination, subject to the confidentiality obligations contained in the Contract Documents, Pacific Solar shall provide Customer with all documents produced maintained or collected by Pacific Solar pursuant to this Agreement, whether or not such documents are final or draft documents.

(b) To the furthest extent permitted by California law, and up to the cumulative amount of the Subscription Services Fees that have accrued as of the filing date of any claim to which the indemnity obligation of Customer described in this Section applies, Customer shall defend, indemnify, and hold harmless Pacific Solar, its agents, representatives, officers, consultants and employees against any and all third-party claims of any

kind, nature, or description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from or connected with personal or bodily injuries, death or property damage resulting from the sole and active negligence, or willful misconduct of Customer.

(c) Notwithstanding (a) and (b) above, neither Pacific Solar nor the Customer shall be required to defend, indemnify, and hold harmless the other for its own negligent acts and omissions or willful misconduct. It is the intent of the Parties that, where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss, damage, expense or liability attributable to that Party's negligence.

11. **Insurance.**

(a) Pacific Solar shall obtain and maintain throughout the Term of this Agreement, at its sole cost and expense, the insurance coverage described in Exhibit D attached hereto.

12. **LIMITATION ON LIABILITY.**

(a) **CONSEQUENTIAL DAMAGES.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN AND THE LIABILITIES ARISING FROM OR RELATED TO EITHER PARTY'S WILLFUL MISCONDUCT OR NEGLIGENCE, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES, EMPLOYEES OR CONTRACTORS BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY OF ITS AFFILIATES OR EMPLOYEES, OR TO ANY THIRD PARTY, FOR (I) ANY LOSS OF PROFIT OR REVENUE, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SIMILAR OR ADDITIONAL DAMAGES WHETHER INCURRED OR SUFFERED AS A RESULT OF THE UNAVAILABILITY OF FACILITIES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, OR (II) FOR ANY OTHER REASON, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERING SUCH LOSS OR DAMAGE. HOWEVER, FOR THE AVOIDANCE OF DOUBT, NOTHING CONTAINED WITHIN THIS SECTION WILL REDUCE OR RELIEVE PACIFIC SOLAR'S OBLIGATION TO PAY ANY GUARANTEE PAYMENT REQUIRED UNDER THE PERFORMANCE GUARANTEE AGREEMENT.

(b) **LIABILITY CAP.** EXCEPT WITH RESPECT TO THE INDEMNITY OBLIGATIONS SET FORTH HEREIN AND LIABILITIES ARISING FROM EITHER PARTY'S WILLFUL MISCONDUCT OR NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, IN ANY GIVEN YEAR, EXCEED THE SUBSCRIPTION SERVICES FEE ATTRIBUTABLE TO SUCH YEAR.

13. **Assignment; Successors and Assigns.** Each Party's rights, duties and obligations under this Agreement shall not be assigned without the prior written consent of the other Party; provided, however, that Pacific Solar may assign this Agreement to affiliates of Pacific Solar without the prior written consent of Customer. Notwithstanding anything to the contrary herein, Pacific Solar may delegate its duties hereunder to its subcontractors,

provided that Pacific Solar shall continue to be primarily responsible for all of its obligations hereunder.

14. **Notices.** Unless otherwise specified in this Agreement, all notices, demands and consents provided for in this Agreement shall be in writing and shall be given to Customer or Pacific Solar at the address set forth herein, or at such other address and/or to the attention of such other person as each may specify hereafter in writing. Such notice or other communication shall be: (a) mailed by United States registered or certified mail, return receipt requested, postage prepaid and deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office and deemed given on the third (3rd) business day following such deposit; (b) sent by reputable overnight carrier (e.g., Federal Express, UPS, DHL, Purolator) and deemed given when delivered to such carrier; (c) sent by facsimile and deemed given on the date sent; or (d) delivered by hand and deemed given on the date delivered.

15. **Force Majeure.** Other than with respect to failure to make payments due under this Agreement, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to any cause beyond its reasonable control, including, but not limited to, fire, earthquake, wind, flood, water, the elements, acts of God, third-party labor disputes, utility curtailments, power failures, explosions, civil disturbances, vandalism, governmental actions, shortages of equipment or supplies, unavailability of transportation or acts or omissions of third parties (any such event, a "**Force Majeure Event**"). If the performance of Services by Pacific Solar is delayed due to inclement weather or other cause or circumstance beyond Pacific Solar's control, Pacific Solar shall be excused from

its obligation to perform the Services, and such performance shall be rescheduled to a future date, if possible.

16. **Amendments.** Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by each of the Parties hereto in writing.

17. **Complete Agreement.** This Agreement constitutes the entire agreement between Customer and Pacific Solar as to the matters set forth herein, and any and all previous agreements (written or oral) entered into between the Parties hereto with respect to the matters set forth herein shall be deemed merged herewith. In the event of a conflict between the terms of this Agreement and any exhibit attached hereto, the terms of this Agreement shall control.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall comprise a single instrument.

19. **Severability.** If any provisions of this Agreement shall be found to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and this Agreement shall be enforced to the greatest extent permitted by law.

20. **Independent Contractor.** Pacific Solar shall perform the Services hereunder as an independent contractor and not as an agent or employee of Customer, its parent, subsidiary or affiliate.

21. **Law and Venue.** This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of California, without regard to conflict of laws provisions that would mandate the application of the laws of another jurisdiction. Any litigation between the parties shall be conducted exclusively in the state or federal courts in the State of California, and each Party hereby unconditionally submits to the exclusive jurisdiction of such courts. Venue shall be exclusively within the federal courts located in Fresno County, California.

[REST OF PAGE BLANK – SIGNATURES ON PAGE 5]

By their signatures hereunder the Parties hereby execute this Operations and Maintenance Agreement as of the Effective Date first above written.

PACIFIC SOLAR

By: _____

Name: _____

Title: _____

CITY OF FOWLER

By: _____

Name: _____

Title: _____

Exhibit A

	Systems		
1. Site Details:	Facility	Address	Size (kWdc)
	City of Fowler Fire Department	220 E Main St. Fowler, CA 93625	67.2
2. Description of System:	Pacific Solar Roofmount PV		
3. Subscription Services Fee:	a. First Year Payment: \$500 b. Annual Escalator: 0.0% for first five(5) years 3.0% annual escalator thereafter. c. Payments due within thirty (30) days after the Commencement Date for each System and within thirty (30) days after each yearly anniversary of such dates. d. Subscription Services Fee for each Site is itemized in Exhibit C – Payment Schedule		
4. Duration of Pacific Solar’s Operation and Maintenance Obligations:	Five (5) years, beginning on the Commencement Date for each System. Customer has option to extend this to up to twenty (20) years in the form of three (3) five (5) year renewals at the option of Customer.		
5. Monitoring Connection:	Pacific Solar-provided cellular connection, as part of the Pacific Solar Monitoring System (SMS).		

Exhibit B.1
System Services

On the terms and conditions set forth in this Agreement, Customer elects to receive, and Pacific Solar agrees to provide System Services as indicated below:

Description of System Services

1. Customer Service Support Hotline:
 - a. Technical support line: 1-559-251-5592 (during normal business hours).
 - b. Support technicians specialize in remote troubleshooting and providing step-by-step diagnosis instructions.
2. Pacific Solar Performance Monitoring Website:
 - a. Customer web site updated every 15 minutes for monitoring operational and environmental performance of the Pacific Solar solar power system.
 - b. All site data can be downloaded to Customer's computer in Microsoft Excel format.
 - c. Customer will be provided with login credentials for use during the term of this Agreement.
3. Performance Reports:
 - a. Actual vs. expected performance of the System on both a monthly and annual basis with a comparison of performance to a typical weather year.
 - b. Environmental benefits will be estimated and included.
 - c. Annual Operations and Maintenance records will be provided to Customer upon request.
 - d. Optional custom reports can be supplied on a time and material basis.
4. Daily Performance Monitoring and Notification:
 - a. Continuous monitoring of Customer's System via experienced solar monitoring technicians.
 - b. Operational status (inverter and system on/off) and performance alerts (actual vs. expected performance) are continuously monitored by the Pacific Solar Operations Center (SOC) system computers and monitoring technicians automatically receive alerts of system anomalies.
 - c. Monitoring technicians identify and respond to system alerts including contacting Customer's system administrator.
5. Preventative Maintenance, Inspections & Testing:
 - a. Array
 - i. Inspect PV modules for damage, discoloration or de-lamination.
 - ii. Inspect mounting system for damage or corrosion.
 - iii. Perform Surface Cleaning of all Modules, pressure washer not to exceed 1500PSI
 - b. Inverter
 - i. Clean all filters and fans.
 - ii. Inspect inverter pad and container.
 - iii. All other preventive maintenance required by OEM warranty.
 - c. Electrical BOS
 - i. Inspect ground braids, electrodes and conductors for damage.
 - ii. Perform thermo-graphic analysis of combiner boxes, inverters, transformers, and conductor connections to buses, breakers or disconnects.
 - d. Meteorological Station(if installed)
 - i. Inspect weather measurement equipment for damage.
 - ii. Clean pyranometers and reference cells.
 - e. Site Conditions
 - i. Inspect drainage conditions.
 - ii. Inspect vegetation for array shading or fire hazards.
 - iii. Inspect safety conditions and proper signage.
 - f. Maintenance Reporting
 - i. Record results of all inspections.
 - ii. Take photographs of any damage or defects identified.
 - iii. Inform Owner and warranty providers of all deficiencies identified.
 - iv. Provide Owner with corrective action plans.
6. Performance Review:
 - a. Review of the following System performance data with a Pacific Solar performance engineer and provide a corrective action plan where applicable:
 - i. Expected vs. Actual system production (kWh);
 - ii. System Availability;
 - iii. Recoverable Degradation;
 - iv. Performance Index;
 - v. Operation and Maintenance Records;
 - vi. Safety, Accidents and Environmental Reporting.

7. Corrective Maintenance includes:
 - a. On-site troubleshooting & diagnostics of all system components;
 - b. Inverter and Data Acquisition System resets;
 - c. Processing of OEM warranty claims on behalf of Customer and verification of replaced equipment;
 - d. Full scope repair and replacement of equipment.

Exhibit C
Payment Schedule

This Payment Schedule reflects an annual price escalator equal to 0.0% for the first five years. If Customer chooses to extend the Term the annual price escalator will be 3.0%

Year 1 : \$500
Year 2 : \$500
Year 3 : \$500
Year 4 : \$500
Year 5 : \$500
Year 6 : \$515
Year 7 : \$530
Year 8 : \$546
Year 9 : \$563
Year10: \$580
Year11: \$597
Year12: \$615
Year13: \$633
Year14: \$652
Year15: \$672
Year16: \$692
Year17: \$713
Year18: \$734
Year19: \$756
Year20: \$779

Exhibit D

Pacific Solar Insurance

1. Commercial General Liability in the minimum amount of \$1,000,000 combined single limit (which may be satisfied by Pacific Solar's obtaining primary coverage in an amount not less than \$1,000,000 per occurrence and umbrella coverage in an amount equal to the difference between \$1,000,000 and the amount of such primary liability coverage), and \$2,000,000 in aggregate, including (a) broad form contractual liability coverage (which shall also expressly cover and designate the Pacific Solar's indemnity obligations in Section 10), (b) explosion, collapse and underground property damage (as necessary) and (c) products/completed operations;

2. Comprehensive Automobile Liability in the minimum amount of \$1,000,000 combined single limit, including owned, hired and non-owned vehicles;

3. Excess Liability in the minimum amount of \$1,000,000 over \$1,000,000 which shall be in excess of the primary coverage referred to in clauses 1 and 2 above; and

4. Workers' Compensation in the minimum amount required by statute and Employers' Liability with minimum limit of \$500,000 or as required by law.

The insurance described in clauses 1 and 2 above shall only respond to any allegation, claim, loss, damage, demand or judgment or other cause of action arising out of the obligations of Pacific Solar under this Agreement and shall be primary in connection therewith. All insurance to be obtained by Pacific Solar shall be in form and substance satisfactory to Customer, shall name Customer as an additional insured and shall be issued by insurers with a Best rating of A:VI or better (unless, in each instance, Customer has given Pacific Solar prior written approval of an insurer with a lower rating). Pacific Solar shall provide Customer with certificates evidencing all insurance coverage required by this Insurance Annex within five days from the date of this Agreement. Pacific Solar shall provide Customer with evidence satisfactory to Customer that such policies and bond have been renewed not less than 30 days prior to the scheduled expiration date thereof. Customer will not reimburse Pacific Solar for Pacific Solar's cost of such insurance or bond or for any and all coverage that Pacific Solar obtains for its own account or any coverage above Customer's requirements.

System Details

Solar System Size	67.2
Pacific Solar Design Build Cost	\$155,020.52
Implementation Consulting Support	\$12,401.64
Contingency	\$15,502.05
Total Project Cost	\$182,924.21

		Approximate Annual Loan								
7 Year Term, 3.5% Utility Escalation	Year	Base Annual Use	Base Annual Cost	Solar Production	Annual Bill Savings	Cumulative Bill Savings	Re-payment [1]	O&M Cost	Annual Net Benefit	Cumulative Net Benefit
	1	110,000	\$34,518	98,337	\$28,513	\$28,513	\$27,188	\$500	\$825	\$826
	2	110,000	\$35,726	97,845	\$29,400	\$57,913	\$27,188	\$500	\$1,712	\$2,538
	3	110,000	\$36,977	97,356	\$30,312	\$88,225	\$27,188	\$500	\$2,624	\$5,162
	4	110,000	\$38,271	96,869	\$31,252	\$119,477	\$27,188	\$500	\$3,564	\$8,726
	5	110,000	\$39,610	96,385	\$32,219	\$151,697	\$27,188	\$500	\$4,531	\$13,257
	6	110,000	\$40,997	95,903	\$33,216	\$184,912	\$27,188	\$515	\$5,513	\$18,770
	7	110,000	\$42,432	95,423	\$34,241	\$219,154	\$27,188	\$530	\$6,523	\$25,293
	8	110,000	\$43,917	94,946	\$35,298	\$254,451	\$0	\$546	\$34,752	\$60,045
	9	110,000	\$45,454	94,471	\$36,385	\$290,836	\$0	\$563	\$35,822	\$95,867
	10	110,000	\$47,045	93,999	\$37,505	\$328,341	\$0	\$580	\$36,925	\$132,792
	11	110,000	\$48,691	93,529	\$38,658	\$366,999	\$0	\$597	\$38,061	\$170,853
	12	110,000	\$50,396	93,061	\$39,845	\$406,844	\$0	\$615	\$39,230	\$210,083
	13	110,000	\$52,159	92,596	\$41,067	\$447,911	\$0	\$633	\$40,434	\$250,517
	14	110,000	\$53,985	92,133	\$42,326	\$490,237	\$0	\$652	\$41,674	\$292,191
	15	110,000	\$55,874	91,672	\$43,622	\$533,859	\$0	\$672	\$42,950	\$335,141
	16	110,000	\$57,830	91,214	\$44,957	\$578,815	\$0	\$692	\$44,265	\$379,406
	17	110,000	\$59,854	90,758	\$46,331	\$625,146	\$0	\$713	\$45,618	\$425,024
	18	110,000	\$61,949	90,304	\$47,746	\$672,892	\$0	\$734	\$47,012	\$472,036
	19	110,000	\$64,117	89,853	\$49,203	\$722,095	\$0	\$756	\$48,447	\$520,483
	20	110,000	\$66,361	89,403	\$50,703	\$772,798	\$0	\$779	\$49,924	\$570,407
	Total	2,200,000	\$976,164	1,876,056	\$772,798		\$190,314	\$12,078	\$570,406	

[1] As calculated by ARC Alternatives, final loan repayment amounts schedule will be based loan approval by CEC and the City staff

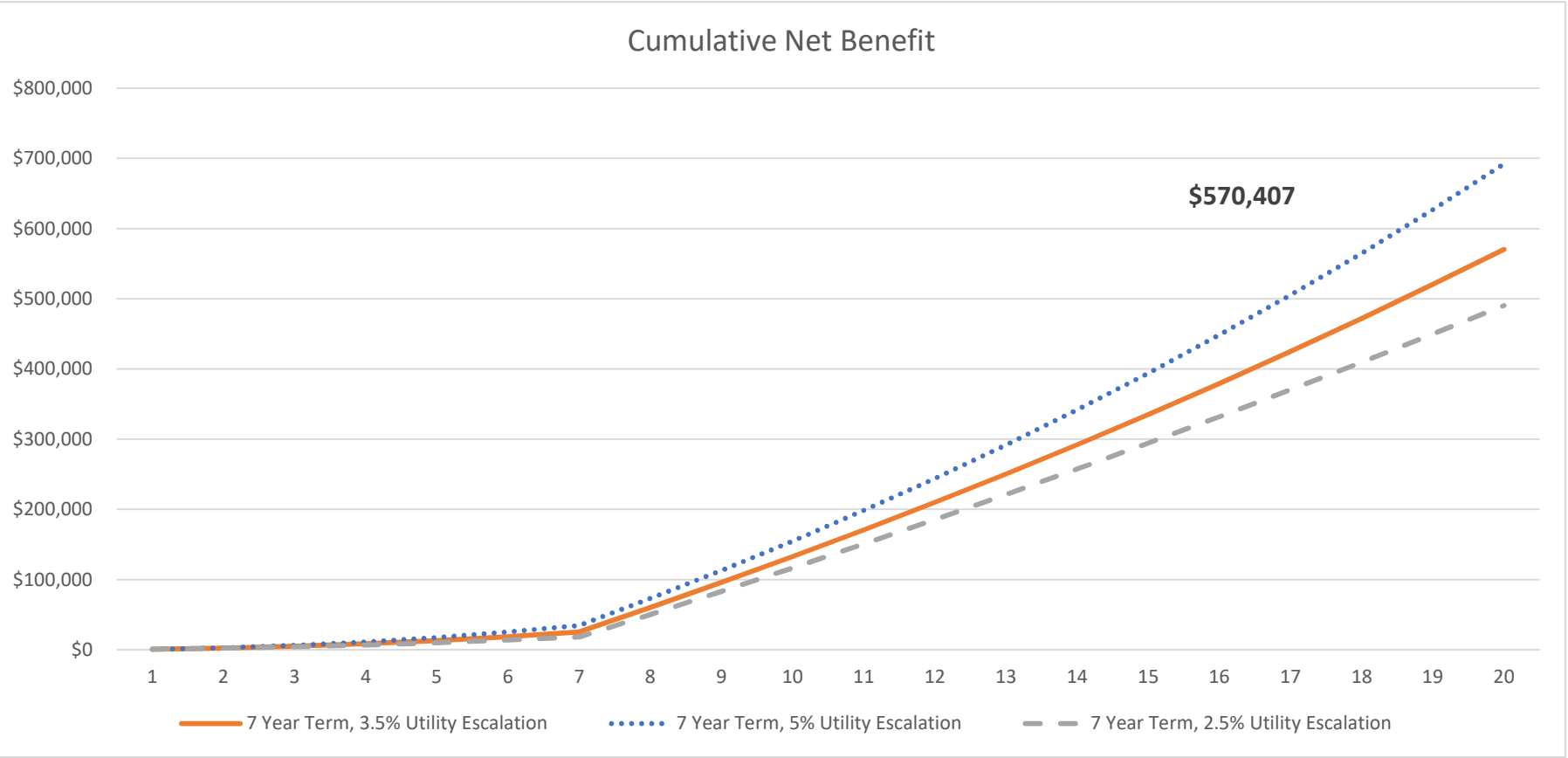
		Approximate Annual Loan								
7 Year Term, 5% Utility Escalation	Year	Base Annual Use	Base Annual Cost	Solar Production	Annual Bill Savings	Cumulative Bill Savings	Re-payment [1]	O&M Cost	Annual Net Benefit	Cumulative Net Benefit
	1	110,000	\$34,518	98,337	\$28,513	\$28,513	\$27,188	\$500	\$825	\$826
	2	110,000	\$36,244	97,845	\$29,796	\$58,309	\$27,188	\$500	\$2,108	\$2,934
	3	110,000	\$38,056	97,356	\$31,137	\$89,446	\$27,188	\$500	\$3,449	\$6,383
	4	110,000	\$39,959	96,869	\$32,538	\$121,984	\$27,188	\$500	\$4,850	\$11,233
	5	110,000	\$41,957	96,385	\$34,002	\$155,986	\$27,188	\$500	\$6,314	\$17,547
	6	110,000	\$44,055	95,903	\$35,532	\$191,519	\$27,188	\$515	\$7,829	\$25,377
	7	110,000	\$46,257	95,423	\$37,131	\$228,650	\$27,188	\$530	\$9,413	\$34,790

8	110,000	\$48,570	94,946	\$38,802	\$267,452	\$0	\$546	\$38,256	\$73,046
9	110,000	\$50,999	94,471	\$40,548	\$308,001	\$0	\$563	\$39,985	\$113,032
10	110,000	\$53,549	93,999	\$42,373	\$350,374	\$0	\$580	\$41,793	\$154,825
11	110,000	\$56,226	93,529	\$44,280	\$394,654	\$0	\$597	\$43,683	\$198,508
12	110,000	\$59,037	93,061	\$46,272	\$440,926	\$0	\$615	\$45,657	\$244,165
13	110,000	\$61,989	92,596	\$48,355	\$489,281	\$0	\$633	\$47,722	\$291,887
14	110,000	\$65,089	92,133	\$50,531	\$539,811	\$0	\$652	\$49,879	\$341,765
15	110,000	\$68,343	91,672	\$52,805	\$592,616	\$0	\$672	\$52,133	\$393,898
16	110,000	\$71,760	91,214	\$55,181	\$647,796	\$0	\$692	\$54,489	\$448,386
17	110,000	\$75,348	90,758	\$57,664	\$705,460	\$0	\$713	\$56,951	\$505,337
18	110,000	\$79,116	90,304	\$60,259	\$765,719	\$0	\$734	\$59,525	\$564,862
19	110,000	\$83,072	89,853	\$62,970	\$828,689	\$0	\$756	\$62,214	\$627,076
20	110,000	\$87,225	89,403	\$65,804	\$894,493	\$0	\$779	\$65,025	\$692,101
Total		2,200,000	\$1,106,853	1,876,056	\$894,493	\$190,314	\$12,078	\$692,100	

[1] As calculated by ARC Alternatives, final loan repayment amounts schedule will be based loan approval by CEC and the City staff

						Approximate Annual Loan Re-payment				
7 Year Term, 2.5% Utility Escalation	Year	Base Annual Use	Base Annual Cost	Solar Production	Annual Bill Savings	Cumulative Bill Savings	[1]	O&M Cost	Annual Net Benefit	Cumulative Net Benefit
	1	110,000	\$34,518	98,337	\$28,513	\$28,513	\$27,188	\$500	\$825	\$826
	2	110,000	\$35,381	97,845	\$29,083	\$57,596	\$27,188	\$500	\$1,395	\$2,221
	3	110,000	\$36,265	97,356	\$29,665	\$87,261	\$27,188	\$500	\$1,977	\$4,198
	4	110,000	\$37,172	96,869	\$30,258	\$117,519	\$27,188	\$500	\$2,570	\$6,768
	5	110,000	\$38,101	96,385	\$30,863	\$148,383	\$27,188	\$500	\$3,175	\$9,944
	6	110,000	\$39,054	95,903	\$31,481	\$179,863	\$27,188	\$515	\$3,778	\$13,721
	7	110,000	\$40,030	95,423	\$32,110	\$211,974	\$27,188	\$530	\$4,392	\$18,114
	8	110,000	\$41,031	94,946	\$32,752	\$244,726	\$0	\$546	\$32,206	\$50,320
	9	110,000	\$42,057	94,471	\$33,408	\$278,134	\$0	\$563	\$32,845	\$83,165
	10	110,000	\$43,108	93,999	\$34,076	\$312,209	\$0	\$580	\$33,496	\$116,660
	11	110,000	\$44,186	93,529	\$34,757	\$346,967	\$0	\$597	\$34,160	\$150,821
	12	110,000	\$45,291	93,061	\$35,452	\$382,419	\$0	\$615	\$34,837	\$185,658
	13	110,000	\$46,423	92,596	\$36,161	\$418,580	\$0	\$633	\$35,528	\$221,186
	14	110,000	\$47,583	92,133	\$36,885	\$455,465	\$0	\$652	\$36,233	\$257,419
	15	110,000	\$48,773	91,672	\$37,622	\$493,087	\$0	\$672	\$36,950	\$294,369
	16	110,000	\$49,992	91,214	\$38,375	\$531,462	\$0	\$692	\$37,683	\$332,052
	17	110,000	\$51,242	90,758	\$39,142	\$570,604	\$0	\$713	\$38,429	\$370,481
	18	110,000	\$52,523	90,304	\$39,925	\$610,529	\$0	\$734	\$39,191	\$409,672
	19	110,000	\$53,836	89,853	\$40,724	\$651,253	\$0	\$756	\$39,968	\$449,640
	20	110,000	\$55,182	89,403	\$41,538	\$692,791	\$0	\$779	\$40,759	\$490,399
Total		2,200,000	\$847,232	1,876,056	\$692,791		\$190,314	\$12,078	\$490,398	

[1] As calculated by ARC Alternatives, final loan repayment amounts schedule will be based loan approval by CEC and the City staff





CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Aii

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM DAVID PETERS, City Engineer

SUBJECT

Median treatment to the State Route 99 improvement project.

RECOMMENDATION

No action.

BACKGROUND

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

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Median barrier treatment design





CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Ci

REPORT TO THE CITY COUNCIL

June 21, 2022

FROM THOMAS W. GAFFERY IV, Community Development Director

SUBJECT

INTRODUCTION of an Ordinance amending Title 3, Chapter 1, of the Fowler Municipal Code regarding business licenses

RECOMMENDATION

Staff recommend the City Council hear the introduction of an Ordinance amending Title 3, Chapter 1, of the Fowler Municipal Code regarding business licenses

BACKGROUND

The current sections of the Fowler Municipal Code related to business licenses need revisions for clarity, simplicity, and compliance with State Law. In addition, the fee structure for business licenses is incomplete and confusing.

The proposed amendment include:

- Clarified definitions, removal of redundancies, simplification to ease readability; and
- Brings the Code for exempt business licenses into consistency with State Law; and
- Delegates the business license responsibilities to the City Manager or designee to align the Code with current practice; and
- Transitions the few quarterly business licenses to annual business licenses, for consistency; and
- Makes the appeal process consistent with other parts of the Code; and
- Transitions the business license fees to adoption by resolution as opposed to ordinance, for consistency with other City fee adoption practices.

After adoption of this ordinance, staff will bring forward a resolution adopting the business license fees.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Staff do not anticipate any fiscal impact due to this ordinance.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Ordinance 2022-04

ORDINANCE 2022-04

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOWLER AMENDING
TITLE 3, CHAPTER 1, OF THE FOWLER MUNICIPAL CODE REGARDING
BUSINESS LICENSES**

WHEREAS, the licensing of businesses within the City of Fowler is authorized by State Law; and

WHEREAS, revisions to the Fowler Municipal Code are necessary for clarity, simplicity, and compliance with State Law; and

WHEREAS, the fees structure for business licenses is currently incomplete and confusing; and

WHEREAS, successful business activity is essential for a thriving community.

THE CITY COUNCIL OF THE CITY OF FOWLER DOES ORDAIN AS FOLLOWS:

SECTION 1: Title 3, Chapter 1 of the Fowler Municipal Code is hereby amended to read:

Article 1. - General Provisions

3-1.101 - Licenses required.

For the purpose of raising revenue for the City, every person conducting, carrying on, or engaging in any business within the City shall pay a fee to the City as set forth in this chapter.

"Person" shall mean and include all domestic and foreign corporations, associations, syndicates, joint stock companies or corporations, partnerships, clubs, Massachusetts business or common law trusts, societies, and individuals.

"Business" shall mean and include all professions, trades, occupations, and all and every kind of endeavor or calling carried on for profit or livelihood.

"Amusement machine" shall mean a mechanical, electric, electronic, or video machine used for a person's enjoyment.

"City Manager" shall mean the City Manager for the City of Fowler, or a designee.

~~The provisions of this chapter are enacted to raise revenue and for the regulation of certain businesses as provided in this chapter~~

3-1.103 - Applications.

Every person required to have a license under this chapter shall make an application with all the information necessary therefor to the City Clerk. ~~In addition, every person requesting a license to sell concealable firearms shall also make an application with all the information necessary therefor to the Fowler Police Department.~~

3-1.104 - License form and issuance.

Upon ~~a due~~ submission of an application and the payment of the prescribed license fees, the City ~~Clerk~~ Manager ~~or designee~~ shall issue a license which shall contain:

- (a) The name of the person to whom the license is issued;
- (b) The business licensed;
- (c) The place where such business is to be transacted and carried on;
- (d) The date of the expiration of such license;
- (e) The statement "This license is issued without verification that the licensee is subject to or exempt from licensing by the State of California"; and

- (f) Such other information as may be necessary for the enforcement of the provisions of this chapter.

3-1.107 - Renewal.

Repealed in its entirety. ~~In all cases the applicant for the renewal of the license required by the provisions of this chapter shall submit to the City Clerk, for the guidance of the City Clerk in ascertaining the amount of the license fee to be paid by the applicant, a written statement, upon a form provided by the City Clerk, sworn to before a person authorized to administer oaths, setting forth such information concerning the business of the applicant during the next preceding year or quarter as may be required by the City Clerk to enable the City Clerk to ascertain the amount of the license fee to be paid by the applicant pursuant to the provisions of this chapter. No renewal license shall be issued unless all prior license fees due from such person or business shall have first been paid.~~

3-1.108 - Duplicate licenses.

Repealed in its entirety. ~~A duplicate license may be issued by the City Clerk to replace any license previously issued pursuant to the provisions of this chapter, which license has been lost or destroyed, upon the licensee filing an affidavit attesting to such fact and paying to the City Clerk a duplicate license fee as established by Council resolution.~~

3-1.109- Posting of licenses.

- (a) All licenses issued pursuant to the provisions of this chapter shall be posted and kept in the following manner:

- (1) Any licensee transacting and carrying on business at a fixed place of business in the City shall keep the license posted in a ~~convenient and~~ conspicuous place upon the premises ~~where such business is carried on~~.
- (2) Any licensee transacting ~~and carrying on a business~~, but not operating at a fixed place of business in the City, shall keep the license upon ~~his~~ their person at all times while transacting and carrying on such business.
- (b) Failure to display. It is unlawful for any person who willfully fails to exhibit a business license certificate issued in accordance with this chapter, upon demand from any City official. Violation of this provision is subject to the penalty provisions of this chapter.

3-1.110 - Statements: Effect and confidentiality.

- (a) If any person required to file a statement by this chapter fails to do so, such person shall be required to pay a license fee at the maximum rate prescribed in this chapter for such business and shall be guilty of a violation of this chapter as provided in this chapter.
- (b) No statement required by this chapter shall be conclusive upon the City or its officers as to matters set forth therein; nor shall the filing thereof preclude the City from auditing or collecting such sums as are actually due and payable pursuant to the provisions of this chapter.
- (c) All personal information or personal finance data provided to the City ~~statements filed~~ pursuant to this chapter shall be and remain confidential in nature and not subject to public inspection. The City ~~Clerk~~ shall retain custody thereof, and the

same shall not be disclosed to other officials except in the performance of their duties under this chapter.

3-1.111 - Statements: Failure to file, determination of fees, notices, and hearings.

- (a) Failure to file or correct: Determinations. If any person shall fail to file any required statement within the time prescribed, or if, after demand therefor made by the City Manager Clerk, any person shall fail to file a corrected statement, the City Manager Clerk may determine the amount of license fee due from such person by means of such information as the City Manager Clerk may be able to obtain.
- (b) Determinations: Notices. If such a determination is made, the City Manager Clerk shall give a notice of the amount so assessed by serving the notice personally or by depositing the notice in the United States Post Office at Fowler, California, postage prepaid, addressed to the person so assessed at ~~his~~ their last known address.
- (c) Hearings: Applications. Such person, within ten (10) days after the mailing observing of such notice, may make an application in writing to the City Manager Clerk for a hearing on the amount of the license fee. If such an application is not made within the time prescribed, the City Manager Clerk shall cause the matter to be set for a hearing before the Council within fifteen (15) days.
- (d) Hearings: Notices. The City Manager Clerk shall give at least ten (10) days' notice to such person of the time and place of the hearing in the manner set forth in this section for the service of notices of assessment.

- (e) Hearings: Findings. The Council shall consider all evidence produced and shall make written notice of its findings thereon, which shall be final.
- (f) Findings: Notices. A notice of such findings shall be served upon the applicant in the manner set forth in this section for the service of notices of assessment.

3-1.112 - Statements: Extensions.

The City Manager ~~Clerk~~ shall have the power, for good cause shown, to extend the time for filing any required sworn statement for a period not exceeding thirty (30) days and in such case to waive any penalty which would otherwise have accrued. The City Manager ~~Clerk~~ shall have the further power, with the consent of the Council, to compromise any claim as to the amount of the license fee due.

3-1.113 - Business records.

All persons doing business within the City shall at all times maintain and keep such books or reports as will enable them to easily and readily furnish such information to the City ~~Clerk~~ as required in order to enforce and collect the license fees required to be paid pursuant to the provisions of this chapter.

3-1.115 - Fees: Due dates.

All license fees required by the provisions of this chapter shall be payable in advance, ~~as follows:~~

- (a) Annual license fees, on January 1 of each year, ~~;~~

(b) ~~Quarterly license fees, on January 1, April 1, July 1, and October 1 of each year;~~
and

~~(e)~~ (b) Daily license fees, each day in advance.

~~All license fees shall be payable in advance on the due date, in lawful money of the United States, at the office of the City Clerk.~~

3-1.116 - Delinquencies: Penalties.

(a) Annual license fees. Every annual license fee which is not paid within a period of thirty (30) days after its due date ~~the time such annual license fee becomes due and payable~~ shall be subject to declared to be delinquent, and the City Clerk shall thereupon add to such license fee and collect a penalty fee of ten (10%) percent of the license fee so delinquent as set by Council Resolution. If such license fee is not paid within sixty (60) days after its due date ~~the time such license fee becomes due and payable~~, an additional sum of fifteen (15%) percent of such license fee shall be added to such license fee and collected as a penalty fee shall be collected as set by Council Resolution.

(b) *Repealed in its entirety.* ~~Quarterly license fees. Every quarterly license fee which is not paid within a period of ten (10) days after the time such license fee becomes due and payable shall be declared to be delinquent, and the City Clerk shall thereupon add to such license fee and collect a penalty of ten (10%) percent of the license fee so delinquent. If such license fee is not paid within twenty (20) days after the time such license fee becomes due and payable, an additional sum of~~

~~fifteen (15%) percent of such license fee shall be added to such license fee and collected as a penalty.~~

- (c) Daily license fees. Every daily license fee which is not paid at the close of business on the day such license fee was due shall be subject to a penalty fee as set by Council Resolution ~~and payable shall be declared to be delinquent, and the City Clerk shall thereupon add to such license fee and collect a penalty of ten (10%) percent of such fee so delinquent. If such license fee is not paid within two (2) days after the time such license fee becomes due and payable, an additional sum of fifteen (15%) percent of such license fee shall be added to such license fee and collected as a penalty.~~

3-1.117 - Collection and attorneys' fees.

The amount of any license fee and penalty imposed by the provisions of this chapter shall be deemed a debt to the City. It shall be unlawful for any ~~Any~~ person carrying on any business without first having procured a license from the City, ~~so to~~ To do shall make the business owner be liable to an action in the name of the City in any court of competent jurisdiction for the amount of the license fee and penalties imposed on such business pursuant to this chapter. In addition, there shall be imposed the costs of collection, including reasonable attorney fees to the prevailing party, in any such action.

3-1.119 - Enforcement.

- (a) Duties of the City Manager ~~Clerk and Chief of Police~~. It shall be the duty of the City ~~Clerk~~ Manager to enforce each and all of the provisions of this chapter. The City Manager shall have the authority to delegate all provisions of this chapter to

~~appropriate staff, and the Chief of Police shall render such assistance in such enforcement as from time to time may be required by the City Clerk and/or the Council.~~

- (b) Inspections. The City Manager Clerk, ~~in the exercise of the duties imposed upon him by the provisions of this section, and acting through his deputies or duly authorized assistants,~~ shall examine, ~~or cause to be examined,~~ all places of business in the City to ascertain whether the provisions of this chapter are being complied with.
- (c) Right of entry. The City Clerk ~~and each and all of his assistants, and any police officer,~~ shall have the power and authority to enter, free of charge, and at any reasonable ~~time~~ time, any place of business required by the provisions of this chapter to be licensed and demand an exhibition of the license certificate.
- (d) *Repealed in its entirety.* ~~Failure to comply. Any person having such license certificate theretofore issued in his possession or under his control, and who willfully fails to exhibit such license upon demand, shall be guilty of a misdemeanor and subject to the penalty provisions of this chapter. It shall be the duty of the City Clerk and each of his assistants to cause a complaint to be filed against any and all persons found to be violating any of the provisions of this chapter.~~

3-1.120 - Unlisted businesses: Minimum license fees.

- (a) Any business which is not specifically listed by this chapter may be assessed a fee established for a similar type of business which is listed in this chapter. The City

Manager Clerk shall make the determination, subject to appeal to the Council as provided in this article.

- ~~(b) If any business is unlisted and cannot be reasonably classified as set forth in subsection (a) of this section, then such business shall pay a minimum license fee as established by resolution.~~

3-1.121 - Appeals.

- ~~(a) Filing. Any person aggrieved by any decision of an administrative officer or agency a City official or employee with respect to the issuance or refusal to issue the license approval, denial, revocation, or suspension of a business license as required by the provisions of this chapter, may appeal to this decision in accordance with the procedures set forth in Fowler Municipal Code section 5-22.201, et seq. the Council by filing a notice of appeal with the City Clerk.~~
- ~~(b) Repealed in its entirety. Hearings: Time: Place. The Council shall thereupon fix a time and place for hearing such appeal.~~
- ~~(c) Repealed in its entirety. Hearings: Notices. The City Clerk shall give a notice to such person of the time and place of the hearing by serving such notice personally or by depositing it in the United States Post Office at Fowler, California, postage prepaid, addressed to such person at his last known address.~~

Article 2. - Exemptions and Apportionment

3-1.201 - Exemptions: Charitable, religious, and educational activities.

- (a) Authorized. The provisions of this chapter shall not apply to any not-for-profit organization as described by California Business and Professions Code section

16000, subdivision (b). ~~be deemed or construed to require the payment of a license fee to conduct, manage, or carry on any business, occupation, or activity by any institution or organization which is conducted, managed, or carried on wholly for the benefit of charitable purposes, or from which profit is not derived, either directly or indirectly, by any individual, firm, or corporation; nor shall any license fee be required for the conduct of any entertainment, concert, exhibition, or lecture on scientific, historical, literary, religious, or moral subjects within the City whenever the receipts from such entertainment, concert, exhibition, or lecture are to be appropriated to any church, or school, or for any religious or benevolent purpose; nor shall any license fee be required for the conduct of any entertainment, dance, concert, exhibition, or lecture by any religious, charitable, fraternal, educational, military, State, County, or municipal organization or association whenever the receipts from such entertainment, dance, concert, exhibition, or lecture are to be appropriated for the purpose and objects for which such organization or association was formed and from which profit is not derived, either directly or indirectly, by any individual, firm, or corporation; provided, however, the provisions of this section shall not be deemed to exempt any such organization or association from complying with the provisions of any law of the City requiring a permit from the Council or any commission or officer to conduct, manage, or carry on any profession, trade, calling, or occupation.~~

- (b) Verified statements: Filing. Any person claiming an exemption pursuant to the provisions of this section shall file a verified statement with the City Clerk stating the facts upon which the exemption is claimed.

- (c) Exempt licenses: Issuance. The City ~~Clerk~~, upon a proper showing contained in the verified statement, shall issue a license to such person claiming an exemption pursuant to the provisions of this section without the payment to the City of the license fee required by the provisions of this chapter.
- (d) Exempt licenses: Revocation. The City ~~Clerk~~ may revoke any license granted pursuant to the provisions of this section upon information that the licensee is not entitled to the exemption.

3-1.202- Exemptions: ~~Disabled v~~Veterans.

- (a) Authorized. ~~Every honorably discharged soldier, sailor, marine, or coastguardsman of the United States, who is unable to earn a livelihood by manual labor, shall have the right to hawk, peddle, or vend goods, wares, and merchandise, except spirituous liquors, malt, vinous, or other intoxicating liquors, without the payment of any license fee whatsoever, and it is hereby made the duty of the City Clerk to issue a license therefor to such honorably discharged soldier, sailor, marine, or coastguardsman upon his producing his discharge and making proof of his disability. The provisions of this chapter shall not apply to any~~
honorably discharged and/or disabled veteran as described by Business and Professions Code section 16001, 16001.5, 16001.7, and 16001.8, except for businesses involved in the sale of alcohol or tobacco products.
- (b) Verified statements: Filing. Any person claiming an exemption pursuant to the provisions of this section shall file a verified statement with the City ~~Clerk~~ stating the facts upon which the exemption is claimed.

- (c) Exempt licenses: Issuance. The City ~~Clerk~~, upon a proper showing contained in the verified statement, shall issue a license to such person claiming an exemption pursuant to the provisions of this section without the payment to the City of the license fee required by the provisions of this chapter.
- (d) Exempt licenses: Revocation. The City ~~Clerk~~ may revoke any license granted pursuant to the provisions of this section upon information that the licensee is not entitled to the exemption.

3-1.203 - Exemptions: Federal and State law exemptions.

- (a) Authorized. The provisions of this chapter shall not be deemed or construed to apply to any person transacting or carrying on any business exempt by virtue of the Constitution or applicable statutes of the United States or the State from the payment to municipal corporations of such taxes as are set forth in this chapter.
- (b) Verified statements: Filing. Any person claiming an exemption pursuant to the provisions of this section shall file a verified statement with the City Clerk stating the facts upon which the exemption is claimed.
- (c) Exempt licenses: Issuance. The City ~~Clerk~~, upon a proper showing contained in the verified statement, shall issue a license to such person claiming an exemption pursuant to the provisions of this section without the payment to the City of the license fee required by the provisions of this chapter.
- (d) Exempt licenses: Revocation. The City ~~Clerk~~ may revoke any license granted pursuant to the provisions of this section upon information that the licensee is not entitled to the exemption.

3-1.204 - Exemptions: Interstate and intercity apportionments.

- (a) None of the fees provided for by this chapter shall be so applied as to occasion an undue burden upon interstate or intercity commerce or be violative of the equal protection and due process clauses of the Constitutions of the United States and the State.
- (b) When, by reason of the provisions of the Constitution of the United States or the Constitution of the State, the fees imposed by this chapter cannot be enforced without there being an apportionment according to the amount of business transacted and carried on in the City, the City ~~Clerk~~ may make such apportionment of the fee as is necessary or desirable to overcome the constitutional objections.
- (c) In any case where a fee is believed by a certificate holder or an applicant for a certificate to place an undue burden upon interstate or intercity commerce or be violative of such constitutional clauses, ~~he~~ they may apply to the City ~~Clerk~~ for an adjustment of the fee. Such application may be made before, at, or within six (6) months after the payment of the prescribed fee. The applicant, by sworn statement and supporting testimony, shall show his method of business, the gross volume, or estimated gross volume, of business, and such other information as the City ~~Clerk~~ may deem necessary in order to determine the extent, if any, of such undue burden or violation. The City ~~Clerk~~ shall then conduct an investigation and, after having first obtained the written approval of the City Attorney, shall fix as the fee for the applicant an amount that is reasonable and nondiscriminatory or, if the fee

has already been paid, shall order a refund of the amount over and above the fee so fixed.

Article 3. - Fees Based on Gross Receipts

3-1.303 - Amounts due and businesses required to pay license fees based upon gross receipts.

~~Those businesses named in this article, or as identified and set forth by resolution of the Council, shall pay license fees in the amounts and pursuant to the provisions of this article as established by resolution of the Council.~~ Those businesses named identified in this section, shall pay license fees based on gross receipts in the amounts, and pursuant to the provisions of this article as established by resolution of the Council. The only businesses subject to payment of license fees based upon gross receipts shall be:

- (a) Laundry Equipment. Any business that is limited exclusively to renting, leasing, or operating laundry equipment, whether or not coin operated. This section shall not apply to coin-operated laundry equipment owned and operated by a retail establishment providing coin-operated laundry equipment for general use.
- (b) Coin-operated vending machines. Any business that is limited exclusively to renting, leasing, or operating coin-operated vending machines.

3-1.304 - Coin-operated vending machines.

~~Repealed in its entirety. The annual license fee for operating, maintaining, servicing, and furnishing all coin-operated vending machines shall be based on the entire gross receipts which are received from such activities conducted within the City.~~

~~One license may be issued to a business having several machines in different locations.~~

~~The license may be revoked as provided in this chapter upon the licensee's failure to provide adequate financial data upon which to determine the fees due.~~

Article 4. - Flat Rate Fees

3-1.401 - Enumerated.

~~Those businesses named in this article, or as identified and set forth by resolution of the Council, shall pay license fees based upon flat rates as~~ Business license fees shall be established by resolution of the Council.

~~Annual Fee~~ ~~Retail Sales~~

\$ 40.00	Air conditioning sales and service
40.00	Appliance sales and service
140.00	Automobiles, new and used
40.00	Auto parts and accessories
40.00	Children's wear
40.00	Department and variety stores
40.00	Drapery shops
40.00	Equipment rentals
40.00	Farmer's co-ops
40.00	Farm equipment dealers
40.00	Feed, fuel, and ice dealers
40.00	Florists
40.00	Furniture stores, new and used
60.00	Hardware stores
40.00	Hobby shops
60.00	Jewelry stores
40.00	Liquor stores
120.00	Lumber companies
40.00	Men's and women's apparel, new and used
40.00	Motorcycle sales and repair
40.00	Nursery and garden supply
40.00	Paint, glass, and wallpaper stores
40.00	Pawnbrokers
40.00	Pet shops and grooming
40.00	Pump sales and repair
40.00	Radio and television sales

40.00	Rubber stamp stores
40.00	Service stations
40.00	Shoe stores
40.00	Sporting goods
40.00	Stained glass windows, lamps, and the like
40.00	Stamp and/or coin shops
40.00	Stationery and book stores
40.00	Tire sales and/or recapping
40.00	Tobacco shops, periodicals and magazines
40.00	Toy stores
40.00	Tractor sales and service
40.00	Trailer sales
40.00	Thrift shops
40.00	Video sales and rentals

Annual Fee Public Services

\$ 40.00	Advertising counsel
40.00	Answering service
40.00	Barber and/or beauty salons
120.00	Billboard advertising
40.00	Collection agencies
40.00	Credit bureaus
40.00	Designers
40.00	Duplicating and/or mimeographing service
40.00	Funeral escort service
40.00	Furniture movers
40.00	Garage storage
40.00	Gymnasiums, health clubs, and/or spas
40.00	House moving
40.00	Income tax preparation
40.00	Interior decorators
40.00	Junk dealers
40.00	Landscape gardeners and/or architects
40.00	Laundromats, coin-operated
40.00	Laundry and/or dry cleaners
40.00	Locksmiths and keymakers
40.00	Newspaper publishers and printers
40.00	Public stenographers
40.00	Pest exterminators
40.00	Public scales
40.00	Sales promotion service
40.00	Sanitation companies and/or garbage collectors
40.00	Shoe shining
40.00	Studio photographers
40.00	Taxicabs and/or transit service
40.00	Taxidermists

40.00 — Towing service
 40.00 — Telephone service
 40.00 — Travel agencies
 40.00 — Tree spraying service
 40.00 — Tree trimming and/or surgery
 40.00 — Trucking and hauling
 40.00 — Upholstery shops
 40.00 — Warehouse storage
 40.00 — Water softening service
 40.00 — Yard maintenance

Annual Fee — Repair Services

\$ 40.00 — Automobile, truck, and/or tractor repair
 40.00 — Automobile wrecking
 40.00 — Bicycle repair
 40.00 — Boat repair
 40.00 — Electrical
 40.00 — Electroplating
 40.00 — Glass repair
 40.00 — Harness shops
 40.00 — Motorcycle repair
 40.00 — Plumbing and heating
 40.00 — Pump repair
 40.00 — Shoe repair

Annual Fee — Training Facilities

\$ 40.00 — Barber schools
 40.00 — Beauty and/or cosmetology schools
 40.00 — Dancing schools
 40.00 — Music studios and/or instruction
 40.00 — Preschool nurseries

Annual Fee — Medical Services

\$ 40.00 — Bacteriologists
 40.00 — Chemists or pharmacists
 40.00 — Chiropractors and/or osteopaths
 40.00 — Dental technicians
 40.00 — Dentists
 40.00 — Doctors of medicine or surgery
 120.00 — Hospitals
 40.00 — Nursing and convalescent homes
 40.00 — Oculists
 40.00 — Opticians
 40.00 — Optometrists
 40.00 — Radiologists
 40.00 — Retirement homes

40.00 ——— X-ray technicians
40.00 ——— Veterinarians

~~Annual Fee Professional Services~~

~~\$ 40.00 ——— Accountants
40.00 ——— Appraisers
40.00 ——— Architects
40.00 ——— Assayers
40.00 ——— Attorneys
40.00 ——— Court reporters and/or public stenographers
40.00 ——— Draftsmen
\$ 40.00 ——— Engineers, civil, mechanical, and the like
40.00 ——— Funeral directors
40.00 ——— Geologists
40.00 ——— Insurance brokers
40.00 ——— Private investigators and adjusters
40.00 ——— Money lenders and/or brokers
40.00 ——— Real estate brokers
40.00 ——— Stock brokers
40.00 ——— Surveyors~~

~~Annual Fee Commodity Processing~~

~~\$120.00 ——— Canneries
120.00 ——— Cold storage lockers
120.00 ——— Cotton gin compresses
40.00 ——— Creameries and/or dairies
120.00 ——— Frozen food processors
120.00 ——— Fruit and produce brokers
40.00 ——— Hatcheries
40.00 ——— Honey processing
40.00 ——— Paper converting
120.00 ——— Poultry and/or meat processing and meat packers
120.00 ——— Processing, storage, packing, and shipping plants~~

~~Annual Fee Manufacturing~~

~~\$ 120.00 ——— Concrete pipe
120.00 ——— Fabrication and/or assembly plants~~

~~Annual Fee Maintenance Services~~

~~\$ 40.00 ——— Car washes
40.00 ——— Janitorial service
40.00 ——— Towels, rugs, linens, and uniform service~~

~~Annual Fee Construction Services~~

~~\$ 60.00 ——— Building contractors
40.00 ——— Cabinet shops~~

60.00 ————— Concrete aggregate
60.00 ————— Construction
60.00 ————— Fire protection and/or sprinkler systems
40.00 ————— Laminators

~~Annual Fee — Food Outlets~~

\$ 40.00 ————— Bakeries
40.00 ————— Bars
40.00 ————— Coffee shops
40.00 ————— Confectioneries
40.00 ————— Food and beverage caterers
40.00 ————— Convenience stores, groceries, supermarkets, and the like
40.00 ————— Meat markets
40.00 ————— Milk depots
40.00 ————— Restaurants
40.00 ————— Soft drink stands and/or drive-ins
40.00 ————— Specialty foods

~~Annual Fee — Delivery Service from Outside the City Limits~~

\$ 20.00 ————— Once per week or less
40.00 ————— Twice per week or less
60.00 ————— More than twice per week

~~Daily Fee — Entertainment~~

\$ 10.00 ————— Theatrical and/or musical productions
10.00 ————— Shooting galleries
10.00 ————— Merry-go-rounds and similar riding devices
10.00 ————— Boxing and wrestling matches and exhibitions
10.00 ————— Circuses and carnivals
120.00 ————— Movie theaters
60.00 ————— Bowling alleys
60.00 ————— Billiards and/or pool halls

~~Solicitors and Peddlers~~

The following categories shall be charged Ten and no/100ths (\$10.00) Dollars per day for each person involved with direct contact of the public:

————— Itinerant vendors
————— Magazine sales (permitted in nonresidential areas only)
————— Transient photographers
————— Handbill distribution

————— Gifts and Novelties

The following categories shall be charged Ten and no/100ths (\$10.00) Dollars per day for each person involved with direct contact of the public:

————— Parade vendors

~~Annual Fee Door-To-Door Sales (on a regular basis)~~

~~\$ 40.00 Amway sales~~
~~40.00 Cosmetic sales~~
~~40.00 Household commodities~~

~~Quarterly Fee Seasonal Businesses~~

~~\$ 25.00 Christmas tree sales~~
~~25.00 Fireworks sales~~
~~10.00 Ice cream trucks~~

~~Annual Fee Miscellaneous~~

~~\$ 300.00 Fortune telling, palmistry, clairvoyants, mediums, astrologers, and street fakirs~~
~~40.00 Drugless practitioners~~
~~40.00 Arts and crafts shows and boutiques~~
~~40.00 Party service~~
~~120.00 Swap meets~~
~~No charge Yard sales (no more than two (2) per year)~~

3-1.402 - Amusement machines and jukeboxes.

Repealed in its entirety.

(a) ~~"Amusement machine" shall mean a mechanical, electric, electronic, or video machine used for a person's enjoyment.~~

(b) ~~"Jukebox" shall mean a mechanical or electrical machine which plays tapes or records for a person's listening enjoyment.~~

(c) ~~The license fee for each such machine, whether, kept or placed in connection with another business, shall be established by resolution.~~

Article 6. - Violations: Penalties

3-1.602 - Penalties.

Any person violating any of the provisions of this chapter, or knowingly ~~or~~ and intentionally misrepresenting to any officer or employee of the City any material fact in procuring the license or permit provided for by this chapter, shall be punishable as set forth in Chapter 2 of Title 1 of this Code.

SECTION 2. The City Council has determined that the Project is exempt from the California Environmental Quality Act under CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption).

SECTION 3. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. The City Clerk is further directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated within the City of Fowler, within fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five (5) days prior to the City Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

The foregoing ordinance was introduced at a regular meeting of the City Council held on _____, 2022, and was adopted at a regular meeting of said Council held on _____, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Mark Rodriquez, Mayor Pro-Tem

ATTEST:

Angela Vasquez, Deputy City Clerk