



**MEETING OF THE FOWLER CITY COUNCIL
AGENDA
TUESDAY, NOVEMBER 1, 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/89113598612?pwd=elRtWndSc1dCdG0zdndVV3Jzd1NtQT09>

Telephone Number: (253) 215-8782

Meeting ID: 891 1359 8612

Passcode: 464079

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

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

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

1. Meeting Called to Order
2. Roll Call
3. Invocation by Pastor Rod Haro from the Worship Centre
4. Pledge of Allegiance
5. Ceremonial
- 5-A. City of Fowler Sesquicentennial Celebration proclamation
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 November 1, 2022

- 7-B. APPROVE Minutes of the October 18, 2022 City Council Meeting
- 7-C. APPROVE Resolution No. 2603, A Resolution of the City Council of the City of Fowler Authorizing Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 (AB 361) (City Attorney)
- 7-D. APPROVE Resolution No. 2604 approving the Employee Benefits Handbook (City Manager)
- 7-E. APPROVE disposal of six inoperable vehicles within the Police Department (Finance)
- 7-F. APPROVE City Hall as one of two locations for the installation of flag retirement drop boxes and authorize the expenditure of \$500 to sponsor half the cost of two drop boxes (Public Works)
- 7-G. APPROVE Agreement for Common Use of Easements for the Kirby Canal Pipeline in Tract 5952 and authorize the City Manager to execute the agreement and related documents on behalf of the City of Fowler (Public Works)
- 7-H. ACCEPT the FY 21-22 Streets Project (Public Works)
- 7-I. APPROVE Resolution No. 2605 adopting Standard Plan M-18 pertaining to park design standards (Public Works)
- 7-J. Actions pertaining to San Joaquin Air Pollution Control District (SJAPCD) Public Benefit Grant Program Agreement (Public Works)
 - i. APPROVE Resolution No. 2606 amending the 2022-2023 Adopted Budget to reflect a budget amendment for the change in Sales Orders in the amount of \$20,118
- 8. Contested Consent Calendar - Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.
- 9. General Administration
 - 9-A. Police Department/Senior Center
 - i. Presentation of the David T. Cardenas Senior Center and Police Headquarters elevations (informational)
 - 9-B. Public Works
 - i. APPROVE an agreement with Provost & Pritchard Consulting Group in the amount of \$453,531 to provide design and construction phase services for Well 9
 - ii. California Transportation Commission 2023 Active Transportation Program (ATP) Grant Update

10. Staff Communications (City Manager)
11. Councilmember Reports and Comments
12. Adjourn

Next Ordinance No. 2022-09
Next Resolution No. 2607

CERTIFICATION: I, Angela Vasquez, Deputy City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, October 28, 2022.

Angela Vasquez

Angela Vasquez
Deputy City Clerk



THE CITY COUNCIL OF THE^{5-A}
City of Fowler
PROCLAMATION

City of Fowler Sesquicentennial Celebration

Whereas, in 2022, the community of Fowler celebrated its sesquicentennial; and

Whereas, residents enjoyed a pop-up museum, fireside chats, and special activities at the Fowler Fall Festival; and

Whereas, residents and volunteers devoted hundreds of hours to this endeavor; and

Whereas, this proclamation will be placed in a time capsule that will be opened in 2072; and

Whereas, the Council hopes the future of Fowler is prosperous and bright; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Fowler celebrates the community of Fowler's sesquicentennial

IN WITNESS WHEREOF, we have set our hands and affixed the Seal of the City of Fowler, California this 1st day of November 2022

Mayor Pro-Tem Mark Rodriquez

Councilmember Karnig Kazarian

Councilmember Daniel Parra

Councilmember Juan Mejia

CITY OF FOWLER
WARRANTS LIST
November 1, 2022

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	40339-40393	October 18 thru October 26	\$ 550,207.85
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 550,207.85</u>
<u>PAYROLL COSTS</u>			
Second October Bi-Monthly Payroll		October 31, 2022	\$ 102,075.26
TOTAL PAYROLL COSTS			<u>\$ 102,075.26</u>
TOTAL CASH DISBURSEMENTS			<u><u>\$ 652,283.11</u></u>

SUPERION
DATE: 10/27/2022
TIME: 12:14:23

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40339' and '40393'
ACCOUNTING PERIOD: 4/23

FUND - 100 - GENERAL FUND										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT		
1001	40339	10/18/22	14735	VALLEY PACIFIC BUILDERS,	7300	1ST INSTALLMENT	0.00	15,502.05		
1001	40340	10/19/22	14152	A-C ELECTRIC CO	5000	SCADA REVIEW	0.00	384.00		
1001	40341	10/19/22	14519	AMAZON CAPITAL SERVICES	6200	TAPE STREETS	0.00	19.34		
1001	40341	10/19/22	14519	AMAZON CAPITAL SERVICES	6030	OFFICE SUPP-FIN	0.00	19.51		
1001	40341	10/19/22	14519	AMAZON CAPITAL SERVICES	6200	PED SIGNAL SUPPLY	0.00	120.80		
TOTAL CHECK								0.00	159.65	
1001	40342	10/19/22	12489	BATTERY SYSTEMS INC	6200	BATTERYBACKHOESTREET	0.00	358.13		
1001	40343	10/19/22	14020	BRYANT L. JOLLEY, CPA	6030	AUDIT 20-21	0.00	38,400.00		
1001	40344	10/19/22	10024	BSK ASSOCIATES	5000	TCP PURGE/TRAP	0.00	240.00		
1001	40345	10/19/22	14356	COMCAST	6120	COMCAST BUSINESS-PD	0.00	134.92		
1001	40346	10/19/22	13275	FERGUSON WATERWORKS #142	5000	SUPPLIES WATER	0.00	101.61		
1001	40347	10/19/22	10104	FPOA	100	EMP DED 09/15/22	0.00	225.00		
1001	40347	10/19/22	10104	FPOA	100	EMP DED 09/30/22	0.00	225.00		
1001	40347	10/19/22	10104	FPOA	100	EMP DED 10/15/22	0.00	225.00		
TOTAL CHECK								0.00	675.00	
1001	40348	10/19/22	14734	HARO, ROD JR	500	UB REFUND	0.00	91.92		
1001	40349	10/19/22	10149	ICMA-RC 457 PLAN 303879	100	EMP DED 09/15/22	0.00	40.00		
1001	40349	10/19/22	10149	ICMA-RC 457 PLAN 303879	100	EMP DED 09/30/22	0.00	40.00		
1001	40349	10/19/22	10149	ICMA-RC 457 PLAN 303879	100	EMP DED 10/15/22	0.00	40.00		
TOTAL CHECK								0.00	120.00	
1001	40350	10/19/22	14732	KNOFF, DAVID W	500	UB REFUND	0.00	55.76		
1001	40351	10/19/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	66.00		
1001	40351	10/19/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	352.00		
1001	40351	10/19/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	462.00		
1001	40351	10/19/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	484.00		
1001	40351	10/19/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	750.00		
1001	40351	10/19/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	886.25		
1001	40351	10/19/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	1,452.00		
1001	40351	10/19/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	1,629.88		
1001	40351	10/19/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	1,980.00		
1001	40351	10/19/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	3,872.00		
1001	40351	10/19/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	4,426.25		
TOTAL CHECK								0.00	16,360.38	
1001	40352	10/19/22	14736	MARK KING	6400	SESQUIC PARTITION	0.00	382.00		
1001	40353	10/19/22	10202	MID VALLEY PUBLISHING, I	6400	NEWSPAPER SESQ	0.00	875.00		
1001	40354	10/19/22	10237	P G & E - SACRAMENTO	6260	UTILITIES	0.00	513.60		
1001	40354	10/19/22	10237	P G & E - SACRAMENTO	6200	UTILITIES	0.00	1,255.67		

SUPERION
DATE: 10/27/2022
TIME: 12:14:23

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40339' and '40393'
ACCOUNTING PERIOD: 4/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40354	10/19/22	10237	P G & E - SACRAMENTO	6700	UTILITIES	0.00	1,826.64
1001	40354	10/19/22	10237	P G & E - SACRAMENTO	6080	UTILITIES	0.00	2,396.44
1001	40354	10/19/22	10237	P G & E - SACRAMENTO	5000	UTILITIES	0.00	8,024.06
TOTAL	CHECK						0.00	14,016.41
1001	40355	10/19/22	10249	QUILL	6150	INDEX CARDS	0.00	4.57
1001	40355	10/19/22	10249	QUILL	6030	TAPE DISPENSER	0.00	6.53
1001	40355	10/19/22	10249	QUILL	6020	MARGIN TABS	0.00	12.84
1001	40355	10/19/22	10249	QUILL	6020	SCOTCH TAPE	0.00	15.25
1001	40355	10/19/22	10249	QUILL	6020	NAME PLATE	0.00	22.44
1001	40355	10/19/22	10249	QUILL	6010	NAME TAGS	0.00	28.32
1001	40355	10/19/22	10249	QUILL	6020	PORTFOLIOS	0.00	30.04
1001	40355	10/19/22	10249	QUILL	6030	NAME PLATES	0.00	41.59
1001	40355	10/19/22	10249	QUILL	6020	BINDER DIVIDERS	0.00	70.35
1001	40355	10/19/22	10249	QUILL	6150	COPY PAPER	0.00	70.82
1001	40355	10/19/22	10249	QUILL	6700	TONER	0.00	174.32
1001	40355	10/19/22	10249	QUILL	6150	CONFERENCE SUPPLIES	0.00	340.97
TOTAL	CHECK						0.00	818.04
1001	40356	10/19/22	10251	R & R AUTO REPAIR SHOP	6120	OIL CHANGE #FORD	0.00	71.67
1001	40356	10/19/22	10251	R & R AUTO REPAIR SHOP	6120	OIL CHANGE #30	0.00	71.67
TOTAL	CHECK						0.00	143.34
1001	40357	10/19/22	14358	SPARKLETTES	6120	WATER SVC PD AUG22	0.00	130.99
1001	40357	10/19/22	14358	SPARKLETTES	6020	WATER SVC ADMIN AUG22	0.00	209.57
TOTAL	CHECK						0.00	340.56
1001	40358	10/19/22	14737	THE PIN CENTER	6400	COINS-SESQ	0.00	1,560.00
1001	40359	10/19/22	14535	THOMAS GAFFERY	6160	PRINTING	0.00	56.57
1001	40359	10/19/22	14535	THOMAS GAFFERY	6160	LEAGUE-TRAVEL-GAFFERY	0.00	778.74
1001	40359	10/19/22	14535	THOMAS GAFFERY	6160	APA-TRAVEL-GAFFERY	0.00	1,002.54
TOTAL	CHECK						0.00	1,837.85
1001	40360	10/19/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL-SNR CTR	0.00	54.56
1001	40360	10/19/22	13543	UNIFIRST CORPORATION	6020	MATS/MOPTS ADMIN	0.00	68.20
TOTAL	CHECK						0.00	122.76
1001	40361	10/19/22	10725	VERIZON WIRELESS	6150	CELL PHONE 9/23/22	0.00	230.14
1001	40362	10/19/22	14259	VISUAL EDGE IT INC DBA I	6020	COPIER SVC 11/5/22	0.00	160.46
1001	40362	10/19/22	14259	VISUAL EDGE IT INC DBA I	6160	COPIER SVC 11/5/22	0.00	160.47
1001	40362	10/19/22	14259	VISUAL EDGE IT INC DBA I	5000	COPIER SVC 11/5/22	0.00	160.47
1001	40362	10/19/22	14259	VISUAL EDGE IT INC DBA I	6150	COPIER SVC 11/5/22	0.00	160.47
TOTAL	CHECK						0.00	641.87
1001	40363	10/19/22	14738	ZERONOX	5000	1-ION E CART-WATER	0.00	22,497.89
1001	40363	10/19/22	14738	ZERONOX	6200	1-ION E CART-ST	0.00	22,497.89
1001	40363	10/19/22	14738	ZERONOX	6200	1-ION E CART-ST	0.00	22,497.89
1001	40363	10/19/22	14738	ZERONOX	6260	1 E-CART-PARKS	0.00	30,790.88
1001	40363	10/19/22	14738	ZERONOX	5000	1 E-CART-WATER	0.00	30,790.89
TOTAL	CHECK						0.00	129,075.44

SUPERION
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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

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ACCTPA21

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FUND - 100 - GENERAL FUND									
CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		40366	10/26/22	14746	ALEJO DELGADO	6400	BAND TRUNK OR TREAT	0.00	1,350.00
1001		40367	10/26/22	10007	ALERT-O-LITE, INC	6200	SUPPLIES-WATER	0.00	100.32
1001		40367	10/26/22	10007	ALERT-O-LITE, INC	6200	SUPPLIES STREETS	0.00	302.30
TOTAL		CHECK						0.00	402.62
1001		40368	10/26/22	14519	AMAZON CAPITAL SERVICES	6020	TREATS-PRESCHOOL	0.00	71.11
1001		40369	10/26/22	11293	BROWNING CONTRACTORS INC	500	HYDRANT REFUND	0.00	939.68
1001		40370	10/26/22	10024	BSK ASSOCIATES	5000	TCP PURGE/TRAP	0.00	192.00
1001		40370	10/26/22	10024	BSK ASSOCIATES	5000	TCP PURGE/TRAP	0.00	240.00
TOTAL		CHECK						0.00	432.00
1001		40371	10/26/22	10043	CARROT-TOP INDUSTRIES	7500	FLAG POLES	0.00	1,352.49
1001		40371	10/26/22	10043	CARROT-TOP INDUSTRIES	7500	FLAG POLES	0.00	10,671.23
TOTAL		CHECK						0.00	12,023.72
1001		40372	10/26/22	10045	CASCADE FIRE EQUIPMENT C	6130	HOSE HOOK	0.00	195.92
1001		40372	10/26/22	10045	CASCADE FIRE EQUIPMENT C	6130	HOSE HOOK/REDUCER	0.00	308.70
TOTAL		CHECK						0.00	504.62
1001		40373	10/26/22	12429	CENTRAL VALLEY AIRLESS I	6200	STRIPPER GUN REPAIR	0.00	2,343.60
1001		40374	10/26/22	11653	CIVICPLUS LLC	6025	MUNICODE-ORDBANK/LINK	0.00	350.00
1001		40374	10/26/22	11653	CIVICPLUS LLC	6025	MUNICODE-ANNUAL O.H.	0.00	500.00
TOTAL		CHECK						0.00	850.00
1001		40375	10/26/22	14356	COMCAST	6700	CABLE 9/25-10/24	0.00	98.20
1001		40376	10/26/22	12582	DARLEY	6130	MICROMASK, CPR 4/22	0.00	364.28
1001		40377	10/26/22	10113	FOWLER ACE HARDWARE	6010	TRUNK OR TREAT	0.00	47.92
1001		40378	10/26/22	10114	FOWLER BUTANE SERVICES	6200	PROPANE-PW	0.00	0.02
1001		40378	10/26/22	10114	FOWLER BUTANE SERVICES	6260	PROPANE-PW	0.00	15.58
TOTAL		CHECK						0.00	15.60
1001		40379	10/26/22	14748	FOWLER IMPROVEMENT ASSOC	6080	FIA-SESQUICENT	0.00	48.86
1001		40380	10/26/22	10488	FOWLER UNIFIED SCHOOL DI	6260	SEPT22 FUEL	0.00	567.52
1001		40380	10/26/22	10488	FOWLER UNIFIED SCHOOL DI	5000	SEPT22 FUEL	0.00	567.53
1001		40380	10/26/22	10488	FOWLER UNIFIED SCHOOL DI	6200	SEPT22 FUEL	0.00	567.53
1001		40380	10/26/22	10488	FOWLER UNIFIED SCHOOL DI	6200	JULY22 FUEL	0.00	682.11
1001		40380	10/26/22	10488	FOWLER UNIFIED SCHOOL DI	6260	JULY22 FUEL	0.00	682.12
1001		40380	10/26/22	10488	FOWLER UNIFIED SCHOOL DI	5000	JULY22 FUEL	0.00	682.12
1001		40380	10/26/22	10488	FOWLER UNIFIED SCHOOL DI	5000	AUG FUEL 22	0.00	2,413.85
TOTAL		CHECK						0.00	6,162.78
1001		40381	10/26/22	14238	INFOSEND, INC	5000	SALES TAX UB BILLING	0.00	90.49
1001		40381	10/26/22	14238	INFOSEND, INC	5000	QTRWTROCT22 FLYER	0.00	306.36

SUPERION
DATE: 10/27/2022
TIME: 12:14:23

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40339' and '40393'
ACCOUNTING PERIOD: 4/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40381	10/26/22	14238	INFOSEND, INC	6400	TRUNK/TREAT22 FLYER	0.00	347.76
1001	40381	10/26/22	14238	INFOSEND, INC	6400	TIME CAPSULE 22FLYER	0.00	358.11
1001	40381	10/26/22	14238	INFOSEND, INC	5000	UB BILLING 9/29/22	0.00	423.69
1001	40381	10/26/22	14238	INFOSEND, INC	5000	UB POSTAGE 9/29/22	0.00	990.24
TOTAL	CHECK						0.00	2,516.65
1001	40382	10/26/22	14269	LOUIE'S PORTABLE WELDING	6200	FLAG POLE WELDING	0.00	300.00
1001	40383	10/26/22	14745	MCCLATCHY COMPANY LLC	6150	PUB NOT-P.C-CUP	0.00	606.48
1001	40384	10/26/22	10215	NELSON HARDWARE & GIFTS	6200	STREET SUPPLY MAINT	0.00	113.55
1001	40384	10/26/22	10215	NELSON HARDWARE & GIFTS	6200	STREET SUPPLY MAINT	0.00	196.84
TOTAL	CHECK						0.00	310.39
1001	40385	10/26/22	10237	P G & E - SACRAMENTO	6200	WALTER/FRES 10/14/22	0.00	12.96
1001	40385	10/26/22	10237	P G & E - SACRAMENTO	6200	TRACT 5834 10/14/22	0.00	44.90
1001	40385	10/26/22	10237	P G & E - SACRAMENTO	6200	TRACT 5212 10/14/22	0.00	94.16
1001	40385	10/26/22	10237	P G & E - SACRAMENTO	6200	T5088 10/14/22	0.00	146.89
1001	40385	10/26/22	10237	P G & E - SACRAMENTO	6200	TRACT 5198 10/14/22	0.00	153.53
1001	40385	10/26/22	10237	P G & E - SACRAMENTO	6200	UTILITIES	0.00	4,905.52
TOTAL	CHECK						0.00	5,357.96
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	6150	STRIPING PLANS ARMS	0.00	115.44
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	6150	TCP COORDINATION	0.00	120.00
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	6150	TRACT 6274 CONSTRUCT	0.00	196.96
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	6150	TTM 5952 PLANCHECK	0.00	220.00
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	6150	SPR22-03ROSESHARON	0.00	360.00
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	6150	TRACT 6188 CONSTRUCT	0.00	414.35
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	6150	CITY ENGINEER SERV	0.00	500.00
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	6150	ENCROACHMENT PERMIT	0.00	1,061.32
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	2030	21-22 STREETS CON	0.00	1,100.00
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	6150	TRACT 6381 PLAN REVIE	0.00	1,790.00
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	2030	21-22 STREETS CON	0.00	1,849.74
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	2300	TTM 5952 INSPEC	0.00	3,190.52
1001	40386	10/26/22	12060	PETERS ENGINEERING GROUP	6150	MISC ENG SERVICE	0.00	8,204.65
TOTAL	CHECK						0.00	19,122.98
1001	40387	10/26/22	10249	QUILL	6150	OFFICE SUPP-PLAN	0.00	16.31
1001	40387	10/26/22	10249	QUILL	6020	OFFICE SUPP-ADMIN	0.00	21.26
1001	40387	10/26/22	10249	QUILL	6200	SUPPLIES-PW	0.00	24.82
1001	40387	10/26/22	10249	QUILL	6010	FRAMES FOR PROCS	0.00	47.67
1001	40387	10/26/22	10249	QUILL	6200	SUPPLIES-PW	0.00	110.56
TOTAL	CHECK						0.00	220.62
1001	40388	10/26/22	11179	R G EQUIPMENT	6200	SUPPLIES-STREETS	0.00	61.74
1001	40389	10/26/22	13355	SITE ONE LANDSCAPE SUPPL	6260	SERVICE-PARKS	0.00	1,818.04
1001	40390	10/26/22	10283	SKF SANITATION DIST	7700	SETTLEMENT AGMT	0.00	70,270.23
1001	40391	10/26/22	13543	UNIFIRST CORPORATION	6020	MATS/MOPS ADMIN	0.00	26.20
1001	40391	10/26/22	13543	UNIFIRST CORPORATION	6700	MATS/MOPS SNRCNTR	0.00	54.56

SUPERION
DATE: 10/27/2022
TIME: 12:14:23

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40339' and '40393'
ACCOUNTING PERIOD: 4/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40391	10/26/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL-SNR CTR	0.00	54.56
1001	40391	10/26/22	13543	UNIFIRST CORPORATION	6020	MATS/MOPS ADMIN	0.00	62.10
1001	40391	10/26/22	13543	UNIFIRST CORPORATION	6200	UNIFORMS-PW	0.00	168.14
1001	40391	10/26/22	13543	UNIFIRST CORPORATION	6200	UNIFORMS-PW	0.00	239.33
TOTAL	CHECK						0.00	604.89
1001	40392	10/26/22	14290	XEROX FINANCIAL SERVICES	6150	LEASE 9/25-10/24	0.00	339.25
1001	40392	10/26/22	14290	XEROX FINANCIAL SERVICES	6160	LEASE 9/25-10/24	0.00	339.25
1001	40392	10/26/22	14290	XEROX FINANCIAL SERVICES	6020	LEASE 9/25-10/24	0.00	339.25
1001	40392	10/26/22	14290	XEROX FINANCIAL SERVICES	6120	LEASE 9/25-10/24	0.00	339.25
1001	40392	10/26/22	14290	XEROX FINANCIAL SERVICES	6200	LEASE 9/25-10/24	0.00	339.25
TOTAL	CHECK						0.00	1,696.25
TOTAL	CASH ACCOUNT						0.00	351,168.05
TOTAL	FUND						0.00	351,168.05

SUPERION
DATE: 10/27/2022
TIME: 12:14:23

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40339' and '40393'
ACCOUNTING PERIOD: 4/23

FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40364	10/19/22	14433	PRICE PAIGE & COMPANY	2120	BANK REC 6/21	0.00	332.00
1001	40364	10/19/22	14433	PRICE PAIGE & COMPANY	2120	BANK REC 6/22	0.00	4,485.00
TOTAL CHECK							0.00	4,817.00
1001	40393	10/26/22	12060	PETERS ENGINEERING GROUP	2120	CUP 18-04 JIB	0.00	685.80
1001	40393	10/26/22	12060	PETERS ENGINEERING GROUP	2120	CITY WTR MTR CON	0.00	3,105.00
TOTAL CHECK							0.00	3,790.80
TOTAL CASH ACCOUNT							0.00	8,607.80
TOTAL FUND							0.00	8,607.80

SUPERION
DATE: 10/27/2022
TIME: 12:14:23

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40339' and '40393'
ACCOUNTING PERIOD: 4/23

FUND - 501 - WATER WELL MAINTENANCE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40365	10/19/22	10910	CITY OF SANGER	5010	SKGSA 22-23	0.00	190,432.00
TOTAL CASH ACCOUNT							0.00	190,432.00
TOTAL FUND							0.00	190,432.00
TOTAL REPORT							0.00	550,207.85

**MINUTES OF THE FOWLER CITY COUNCIL MEETING
Tuesday, October 18, 2022**

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

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

City Staff Present: City Manager Tucker, David Wolfe (attending on behalf of Lozano Smith), Public Works Director Dominguez, Community Development Director Gaffery, Recreation Supervisor Hernandez, City Planner Marple, Finance Director Moreno, City Engineer Peters, Deputy City Clerk Vasquez, Police Sergeant Yang

5. PUBLIC COMMENT

Several members of the public spoke. Council requested that the Eagle Scout flag retirement drop box item be added to the next council meeting agenda.

5-A. Presentation by Fresno County Community Development Division

6. CONSENT CALENDAR

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

7. CONTESTED CONSENT CALENDAR

N/A

8. GENERAL ADMINISTRATION

8-A. Planning

- i. APPROVE naming of the “David T. Cardenas Senior Center and Police Headquarters”**

Councilmember Kazarian made a motion to APPROVE naming of the “David T. Cardenas Senior Center and Police Headquarters”, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Kazarian, Mejia, Parra, Rodriquez

- ii. Assemblymember Joaquin Arambula Proclamation**

8-B. Finance

- i. **Fiscal Year 2022-23 1st Quarter Financial Report (Informational)**
- ii. **APPROVE resolution No. 2601 revising the Policy on Credit Card Issuance, Usage, and Reporting**

Councilmember Kazarian made a motion to APPROVE resolution No. 2601 revising the Policy on Credit Card Issuance, Usage, and Reporting, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Kazarian, Parra, Mejia, Rodriquez

8-C. Public Works

- i. **Provide STAFF DIRECTION regarding citizen request at 129 N. Second Street**

Councilmember Mejia recused himself due to owning interest in real property within 500 feet of the item. Staff was directed to provide an ATP grant update at the next council meeting.

9. CITY MANAGER

9-A Council to review and approve utility bill insert regarding Fowler Card Room Ordinance Discussion at the November 15, 2022 Council Meeting

Councilmember Parra made a motion to approve utility bill insert regarding Fowler Card Room Ordinance Discussion at the November 15, 2022 Council Meeting, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Parra, Mejia, Kazarian, Rodriquez

10. CITY ATTORNEY

10-A. APPROVE Resolution No. 2602 Establishing Fire Academy Training Grant Program

Councilmember Mejia made a motion to APPROVE Resolution No. 2602 Establishing Fire Academy Training Grant Program, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Mejia, Parra, Kazarian, Rodriquez

11. STAFF COMMUNICATIONS (CITY MANAGER)

- Updates were provided by Public Works Director Dominguez, Community Development Director Gaffery, and Recreation Supervisor Hernandez.

12. COUNCILMEMBER REPORTS AND COMMENTS

- Updates were provided by Councilmember Mejia, Councilmember Parra, and Mayor Pro-Tem Rodriquez.

13. CLOSED SESSION

No reportable action was taken on any of the two items.

14. ADJOURNMENT

Having no further business, the meeting adjourned at 8:49 p.m.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-C

REPORT TO THE CITY COUNCIL

November 1, 2022

FROM: SCOTT CROSS, City Attorney

SUBJECT

APPROVE Resolution No. 2603, A Resolution of the City Council of the City of Fowler Authorizing Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 (AB 361)

RECOMMENDATION

The City Council approved Resolution No. 2592 on September 20, 2022, to allow City Council members to attend City Council meetings via remote teleconferencing pursuant to AB 361. The Resolution also authorized the City's other commissions to meet remotely for as long as the City Council authorizes. Resolution No. 2603 must be approved if the City Council desires to continue with remote teleconferencing for City Council and various City commission meetings as authorized by Government Code Section 54953 as amended by AB 361.

BACKGROUND

AB 361 amended the Ralph M. Brown Act last year to allow legislative bodies the option of continuing to conduct meetings via remote teleconference or virtually without complying with the typical Brown Act requirements necessary for legislative body members to attend meetings remotely. One of the requirements for being allowed to use the remote teleconferencing authorized under AB 361 is that the legislative body must make certain findings every 30 days to continue conducting meetings at which legislative body members may attend remotely without complying with the typical pre-AB 361 Brown Act requirements for remote attendance at city council meetings.

This resolution with the required findings must be approved to continue with remote teleconferencing for City Council and various City commission meetings as authorized by Government Code Section 54953 as amended by AB 361. If approved, a continuing resolution will be brought forward at future

City Council meetings (at least every 30 days) for the Council to consider the required findings to continue authorized remote teleconferencing.

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. 2603

RESOLUTION NO. 2603

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 City Council approved Resolution No. 2522 on October 19, 2021, authorizing teleconferencing and remote attendance at City Council meetings and other City commission meetings in accordance with Government Code Section 54953 as amended by AB 361, and subsequently approved a series of resolutions in accordance with Government Code Section 54953(e)(3) to continue with remote attendance at meetings; and

WHEREAS, thirty days elapsed between the August 16, 2022, and September 20, 2022, City Council meetings, and the original authorization for remote meetings expired; and

WHEREAS, the City Council approved Resolution No. 2592 on September 20, 2022, to re-authorize the use of remote attendance at meetings, and the City Council desires to continue authorizing remote attendance at meetings as authorized by Government Code Section 54953 as amended by AB 361; and

WHEREAS, neither the state of emergency proclaimed by the Governor on March 4, 2020, nor the state of emergency declared by the Fowler City Council on March 17, 2020, has been rescinded and the state of emergency remains in effect; and

WHEREAS, Government Code Section 54953, as amended by AB 361, requires the City Council to make certain findings every thirty (30) days after approving Resolution No. 2592 in order to continue with remote teleconferencing.

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

1. The City Council has reconsidered the circumstances of the COVID-19 state of emergency and finds that the following circumstances exist:

A. The state of emergency continues to directly impact the ability of members of the public, City Council members, and members of other City commissions to meet safely in person; and

2. This Resolution shall be effective immediately and a similar resolution shall be a standing item on City Council meeting agendas each month to reconsider the circumstances of the COVID-19 state of emergency and determine whether the state of emergency continues to directly impact the ability of members of the public, City Council members, and members of other City commissions to meet safely in person, or whether state or local officials continue to impose or recommend measures to promote social distancing, until the necessary findings required for continuing remote teleconferencing are no longer approved by the City Council.

The foregoing resolution of the City Council of the City of Fowler was duly and regularly introduced and approved at a regular meeting of the City Council on November 1, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

November 1, 2022

FROM WILMA TUCKER, City Manager

SUBJECT

APPROVE Resolution No. 2604 approving the Employee Benefits Handbook

RECOMMENDATION

Staff recommend the City Council approve Resolution No. 2604 approving the Employee Benefits Handbook.

BACKGROUND

On March 18, 2008, Resolution No. 1785G regarding employee benefits was approved by City Council. Portions of this resolution have been superseded by various State and Federal regulations. In addition, staff recommend a number of changes for clarification and competitiveness in the employment market. Key changes include:

- Retitling the document to better reflect its scope.
- Formatting, simplification, and clarification edits, including more precise definitions.
- Clarified sick, disability, and bereavement leave regulations to ensure compliance with State law.
- Added new vacation leave accumulation tier for FLSA exempt employees.
- Clarified holiday schedule, use of personal holiday, holiday CTO, and holidays for police employees.
- Clarified and expanded sections on call-back time and court standby time.
- Codified the vehicle allowance.

- Codified the retiree health benefits tier.

The Handbook will serve as the policy document from which will then guide staff to create administrative directives addressing leave utilization, outside employment, travel, vehicle usage, and others to effectively implement the Handbook provisions.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Some changes made by adopting the handbook may result in fiscal impact due to additional employee overtime or expanded leave utilization. Such additional costs in this fiscal year will be funded as authorized in the current budget or future budget amendments will be presented to Council, if and as necessary. It is anticipated these costs will be offset by improved employee satisfaction, engagement, and retention.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2604
- Employee Benefits Handbook

RESOLUTION NO. 2604
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
PROVIDING BENEFITS AND CONDITIONS OF EMPLOYMENT

WHEREAS, the City Council, by Resolution No. 1785G provides certain benefits and conditions of employment for City employees; and

WHEREAS, the City Council desires to make changes to the benefits and conditions of employment; and

WHEREAS, the establishment of offices and positions, along with salary classifications for those offices and positions, shall be made, as is currently the practice, by separate resolution; and

WHEREAS, the City Council reaffirms the City does not currently have a personnel system, and unless there is a written agreement to the contrary, all employees are considered at-will employees; and

WHEREAS, the City Council desires to delegate to the City Manager the authority to create policies and regulations to administer and implement the benefits provided in this Resolution, as well as creation and implementation of any legally required or necessary policies to ensure the efficient processing of employment related procedures, and effective functioning of City services; and

WHEREAS, except for Resolution No. 1785G expressly repealed by this Resolution, it is the intent of the City Council that all existing resolutions, ordinances, Council directives, and agreements, if any, addressing benefits and conditions of employment which have not been repealed or superseded by resolution or other Council action, shall remain in full force and effect. If another prior Resolution is in conflict with this Resolution, this Resolution shall prevail. Further, it is the intent of the City Council that this Resolution not be deemed to impair any vested rights an employee may have; and

WHEREAS, the City Manager has notified all employees regarding the proposed changes to the benefits and conditions set forth in this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that Resolution No. 1785G is hereby repealed, and the City of Fowler Employee Benefits Handbook, attached hereto as Exhibit A, is hereby approved and incorporated herein as part of this Resolution and shall be effective on November 1, 2022.

PASSED APPROVED AND ADPOTED on November 1, 2022, at a regular meeting of the City Council of the City of Fowler by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mark Rodriquez, Mayor Pro-Tem

ATTEST:

Angela Vasquez, Deputy City Clerk

CITY OF FOWLER
EMPLOYEE BENEFITS HANDBOOK

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INTRODUCTION

The City of Fowler Employee Benefits Handbook (“Handbook”) has been approved by Resolution of the Fowler City Council at a duly authorized City Council meeting and may be amended by Resolution of the City Council. References herein to “Resolution” are deemed to mean all Resolutions of the City Council approving this Handbook and any amendments thereto.

SECTION 1. EMPLOYMENT STATUS.

(a) At-Will Positions. All positions within the City of Fowler are designated as “at will” positions, unless there is a written agreement approved by the City Council to the contrary. At will means that either the City or the employee can terminate the employment at any time.

(b) Personnel Officer. The City Manager or their designee, shall act as the Personnel Officer for the City of Fowler. The Personnel Officer shall be responsible for ascertaining and establishing the duties, responsibilities, and working job titles of all positions in the City.

(c) Authority. The Personnel Officer shall establish practices, policies and procedures as may be necessary to effectuate the provisions of this Handbook, the duties of the positions, and the law. The Personnel Officer shall maintain an official personnel file for all City employees.

(d) Full-Time Positions. Full-Time is defined as forty (40) hours of actual attendance during a week, or eighty (80) hours of actual attendance on duty during a two-week period, less time off on authorized leaves of absence as provided for in this Handbook. A week shall be defined as the period from 12:00 a.m. Sunday to 11:59 p.m. Saturday.

(e) Part-Time Positions. The City Manager is further authorized to create part-time, temporary, or contract positions within the City as may be necessary. No employee in a part-time position shall work more than one thousand (1,000) hours in a calendar year, or thirty-nine (39) hours per work week. These positions shall not be included in the Position Authorization Resolution, unless such position is provided with medical benefits.

(f) Hours of Work. The regular minimum workday for full-time employees shall be eight (8) hours, 8:00 a.m. to 5:00 p.m., with a one (1) hour meal period. The Personnel Officer shall have the authority to approve any deviations from these hours of work based on operational need.

(g) Outside Employment. No employee shall engage in any outside employment which would lessen or interfere with their ability to perform City duties competently and with their best effort. No employee shall engage in any outside employment which may involve a conflict of commitment, conflict of interest, or perception of a conflict of interest. The Personnel Officer is responsible for promulgating policies and procedures to implement this directive.

(h) Resignation. An employee wishing to resign from City service must do so in writing to the Personnel Officer and state an effective date of the resignation. Resignations shall be considered final once accepted by the Personnel Officer and may be rescinded no later than the effective date of the resignation only with the written approval of the Personnel Officer. Employee Health Benefits shall be provided through the calendar month of the employee’s last day of employment.

SECTION 2. LEAVE OF ABSENCE WITHOUT PAY.

(a) Granting. The Personnel Officer may grant a leave of absence from duty without pay to an employee for a period not exceeding one year.

(b) Benefits. During such leave without pay, no benefits outlined in this Handbook or any Resolution will be provided, except for those required by law. Furthermore, except for situations that qualify for protected leave status (FMLA, CFRA, PDL, active Workers' Compensation claims, etc.), employees must exhaust all available accumulated leave balances before they can request leave without pay.

SECTION 3. SICK LEAVE.

(a) Full-Time Employees. Full-time employees shall accumulate sick leave at the rate of eight (8) hours for each completed calendar month of employment.

(b) Part-Time Employees. Part-time employees shall accumulate twenty-four (24) hours of sick leave annually on July 1.

(c) Accumulation of Sick Leave.

(1) There shall be no maximum accumulation of sick leave hours for both full-time and part-time employees.

(2) Accumulated or accrued sick leave balance shall not be vested and upon employee separation from City service employees shall not receive any compensation for any unused sick leave hours.

(d) An Employee May Take Sick Leave for the Following:

(1) Illnesses, injury, or disability related to pregnancy.

(2) Exposure to contagious disease.

(3) Medical, dental, vision, other physical or medical examinations or treatments by a licensed practitioner when approved in advance by the department head or designee, based on operational need.

(e) Family Care. Family care, meaning illness or injury of an immediate family as defined in Section 4(c).

(1) Employees may use up to one-half (1/2) of an employee's annual accrued sick leave hours for family care, consistent with California Labor Code Section 233.

(2) The Personnel Officer may authorize the use of accrued sick leave for family care beyond the maximum set forth above. Such requests must be accompanied by a physician's statement or other appropriate verification.

(f) Physician's Statement. The department head or designee may require the employee to provide a licensed health care provider's statement or other appropriate verification when absent due to illness/injury.

(g) Sick Leave While on Vacation. Leave on account of sickness while on vacation shall be allowed only if the employee is confined to a hospital and employee provides verification of such.

(h) Reporting and Requesting Sick Leave. The Personnel Officer shall develop a policy for reporting and requesting absences. An employee shall be responsible for reporting an absence or requesting an absence consistent with such policy. Extenuating circumstances may prevent an employee from calling in before the start of their shift, but the employee shall make every effort to call in as close to the start of the shift as possible.

(i) Pregnancy Related Disability Leave or Transfer.

(1) Leave of Absence. Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related leave for up to four (4) months, in addition to any family care medical leave which the employee may be entitled under the Family Care and Medical Leave Policy.

(2) Temporary Transfer Before Childbirth. Any employee affected by pregnancy is entitled to transfer less strenuous or hazardous duties if the transfer is medically necessary and the transfer can be reasonably accommodated.

(3) Substitutions of Paid Leave for Pregnancy-Related Disability Leave. An employee taking pregnancy-related disability leave must substitute any available sick pay for the employee's leave and may, at the employee's option, substitute any accrued vacation time for the employee's leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

(4) Leave Effects on Benefits. If an employee taking a pregnancy-related disability leave is also eligible for family medical leave under this policy, then the employee is entitled to the City's continuation of benefits as described herein up to a maximum of four (4) months in a twelve (12) month period.

(j) Other Disability Leaves.

(1) In addition to medical or pregnancy-related disability leaves, employees may take a temporary disability leave of absence, if necessary, to reasonably accommodate a workplace injury or an ADA-qualified disability. Any disability leave under this section may run concurrently with any medical leave to which the employee is entitled to.

(2) Employees taking disability leave must comply with the Family and Medical Leave Act and California Family Rights Act regarding the substitution of paid leaves, notice, and medical certification. Employees will not receive pay during disability leave.

(3) If the employee's disability leave extends beyond twelve (12) weeks in a twelve (12) month period, the employee will not be entitled to any continued employee contributions towards any employee benefit plan. An employee may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

(k) Wellness Incentive Program. Employees who have accumulated not less than twenty (20) days (one hundred sixty (160) hours) of unused sick leave are eligible to participate in the City's sick leave buy back policy defined as follows:

(1) For those employees that have accumulated not less than twenty (20) days (one hundred sixty (160) hours) of unused sick leave, the employee may request the City to buy back up to fifty percent (50%) of the employee's unused sick leave hours accumulated for the preceding year, a maximum of six (6) days (forty-eight (48) hours).

(2) For those employees that have accumulated not less than thirty (30) days (two hundred forty (240) hours) of unused sick leave, the employee may request the City to buy back up to one hundred percent (100%) of the employee's unused sick leave hours accumulated for the preceding year, a maximum of twelve (12) days (ninety-six (96) hours).

(3) For purposes of calculating available buy back of sick leave hours, the one-year period shall run from November 1 to October 31. Employees must remain employed with the City for this entire one-year period in order to be eligible to receive the benefits of this policy.

(4) An employee's election to have the City buy back unused sick leave hours shall be made in writing submitted to the Personnel Officer between October 1 and October 31. Upon an employee's timely election, the City will pay the employee for the eligible sick leave with the November 15 payroll.

(5) Two examples of how the policy works are as follows: (1) If an employee accumulated twenty-six (26) days of unused sick leave hours as of October 31, and eight (8) days were from the entire preceding year, the employee would be eligible to have the City buy back four (4) days (50%) of the preceding year unused sick leave hours; (2) If an employee accumulated thirty-five (35) days of unused sick leave hours as of October 31, and twelve (12) days were from the entire preceding year, the employee would be eligible to have the City buy back twelve (12) days (100%) of the preceding years unused sick leave hours.

(6) An employee who leaves employment with the City prior to the end of the entire preceding year (October 31) shall not be eligible to participate in the buy back program for that year and will not be entitled to any compensation for accrued and unused sick leave hours upon separation of unemployment.

(7) FLSA Exempt employees shall not be eligible for the Wellness Incentive Program.

(8) The Wellness Incentive Program shall expire on October 31, 2022.

SECTION 4. BEREAVEMENT LEAVE.

(a) Usage. The Personnel Officer may grant up to five (5) days of Bereavement Leave for each death of an immediate family member for both full-time and part-time employees. Employee must be in a paid status at the time of request for Bereavement Leave. Bereavement Leave need not be used all at once. Bereavement Leave must be used within six (6) months of granting.

(b) Verification. The department head or designee may require the employee to provide verification to be eligible for Bereavement Leave. If requested, the employee shall provide verification within thirty (30) days of the first day of the leave. Verification includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

(b) Other Leave. Up to eighty (80) hours of sick leave may be used to supplement Bereavement Leave for each death of an immediate family member, with the approval of the Personnel Officer. Other accumulated leave balances may also be used to supplement Bereavement Leave, with the approval of the Personnel Officer.

(c) Immediate Family is Defined as

(1) The employee's spouse or domestic partner.

(2) The employee's or the employee's spouse's or domestic partner's parent, grandparent, great grandparent, sibling, child, grandchild, aunt, or uncle, whether related by birth or marriage.

(3) A person related by blood or marriage to the employee or employee's spouse or domestic partner living in the immediate household of the employee who is not a domestic employee or sublessee.

SECTION 5. MILITARY LEAVE.

(a) Military Leave for City employees shall be granted in accordance with State and Federal law.

SECTION 6. JURY SERVICE.

(a) Any full-time or part-time employee on any shift or work schedule shall be granted leave with pay for the actual time spent on jury service, not to exceed the number of hours in the employee's hours of work. Jury service time shall include travel time and the meal period provided by the Court. If an employee's jury service plus the time to change into appropriate work attire, and report for City Service is more than seventy-five percent (75%) of their hours of work, employees do not need to report for work following the completion of jury service.

(b) Full-Time Employees. A full-time employee performing jury service shall receive their regular salary.

(c) Part-Time Employees. A part-time employee performing jury service shall receive their regular hourly rate of pay for only those hours scheduled to work.

(d) Notification. Employees shall notify their department head or designee when employee receives initial jury service notification. Employee shall notify their department head or designee when actual jury service is required.

(e) Verification. Employee shall request a receipt from the Court for verification of actual jury service and provide receipt to department head or designee.

(f) Compensation. Employee need not request compensation from the Court for jury service, but if provided, shall be remitted to the City. Employee may keep any mileage or meal payments made by the Court.

SECTION 7. CALIFORNIA FAMILY RIGHTS ACT AND FEDERAL FAMILY AND MEDICAL LEAVE ACT.

(a) Family Leave Rights. Eligible City employees shall receive the rights and benefits of the California Family Rights Act ("CFRA") and the Family and Medical Leave Act ("FMLA") referred to collectively herein as "Family Leave." as outlined in an Administrative Regulation established by the Personnel Officer.

(b) Eligibility. To be eligible for family medical leave the employee must have worked for:

(1) The City for at least twelve (12) months;

(2) At least 1,250 hours in the twelve (12) calendar months immediately preceding the leave; and

(3) For FMLA purposes, the City must employ fifty (50) employees for an employee. At times, the City has less than fifty (50) employees on the City's payroll.

(4) The CFRA eliminated the 50-employee requirement, and as such, City employees are eligible for CFRA irrespective of the number of employees on payroll.

(c) Qualifying Reasons for FMLA/CFRA Leave. An employee may take up to twelve (12) weeks of unpaid job-protected family medical leave within a twelve (12) month period for any of the following reasons:

(1) Birth of a child (including baby bonding with newborn within one year of birth).

(2) Placement of a child with the employee for adoption or foster care and to bond with child within one year of placement.

(3) Serious health condition of employee that prevents employee from working.

(4) To care for an immediate family member with a serious health condition.

(5) A qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or call to covered active-duty status. For CFRA purposes, leave may be taken to care for an employee's domestic partner.

(d) Amount and Calculation of Leave. FMLA and CFRA Leave shall include up to a total of twelve (12) weeks of unpaid, job protected leave during the twelve (12) month period measured backward from the date the employee uses FMLA/CFRA leave. Women disabled by pregnancy may be eligible to take up to four (4) months of job protected pregnancy disability leave prior to taking FMLA/CFRA leave. Other disability leave will run concurrent with FMLA/CFRA leave.

An employee may take FMLA leave for greater than twelve (12) weeks for certain qualifying reasons under the FMLA. For instance, an eligible employee may take up to twenty-six (26) work weeks of leave to care for a covered service member with a serious injury or illness).

(e) Notice of Leave. If an employee's leave is foreseeable, the employee must provide the City at least thirty (30) days prior notice. If an employee is not able to provide a thirty (30)day notice, the employee must provide notice as soon as practicable. After receiving an employee's notice, the City must comply with the requisite notice and procedural requirements for requesting leave, absent unusual circumstances. Failure to provide such notice may be grounds for delay of leave.

An employee's notice must include sufficient information for the City to determine if the employee qualifies for FMLA/CFRA protected leave and the anticipated timing and duration of the leave. The City can request for FMLA/CFRA leave to be supported by a medical certification.

(f) Exhaustion of Paid Leave and Use of Sick Leave. Employees shall use the following: (1) accumulated vacation and (2) accumulated compensatory time off during a qualifying FMLA/CFRA designated leave. An employee may use accumulated sick leave if the basis of the FMLA/CFRA designated leave could also be considered a basis for using sick leave. An employee's FMLA/CFRA designated leave will run concurrent with vacation, compensatory time off, and sick leave utilized by the employee.

(g) Maintenance of Benefits. During FMLA/CFRA designated leave, the City will maintain any employee, health, dental, vision, and life insurance coverage for a maximum of twelve (12) weeks.

(h) Reinstatement Rights. Upon return from FMLA/CFRA designated leave, an employee is generally entitled to be returned to the same, equivalent or a comparable position with the equivalent pay, benefits, and other employment terms. There are exceptions to this general rule including but not limited to "key employees" as defined by law and under specified conditions.

SECTION 8. LEAVE OF ABSENCE FOR POLICE OFFICERS FOR INJURY OR ILLNESS IN LINE OF DUTY.

(a) Labor Code Section 4850 requires that any City police officer (as defined therein) who is temporarily or permanently disabled by injury or illness arising out of and in the course of their duties shall be entitled to leave of absence without loss of salary, in lieu of any temporary disability payments or maintenance allowance payments, for the period of disability but not exceeding one year, or until such earlier date as employee is retired for permanent disability. Any temporary disability payments otherwise payable to any such City police officer by the City's workers' compensation insurer shall be paid to the City.

SECTION 9. VACATION.

(a) Accumulation. Employees in full-time positions shall accumulate vacation leave with pay at the following rates, based on the table below. Employees in part-time positions shall accumulate vacation leave at a pro-rated amount based on hours worked in each calendar month.

<u>Range</u>	<u>Years of Service from Hire Date</u>	<u>Accumulation Rate</u>
I	Less than 5 years	6.67 hours per month
II	Over 5 but less than 10 years	10 hours per month
III	Over 10 years	13.33 hours per month
IV	FLSA Exempt Employees, regardless of hire date	13.33 hours per month

(b) When Vacation Leave to be Taken. Employees shall submit vacation requests in accordance with the process prescribed by the Personnel Officer. Vacation approvals shall be based on the City's operational needs. Employee vacation requests shall be approved by the Department Head, Department Head requests shall be approved by the City Manager, and City Manager vacation requests shall be approved by the Mayor.

(c) Maximum Accumulation. The maximum hours of vacation leave an employee may accumulate or accrue at any one time is 320 hours. No additional vacation leave shall accrue beyond 320 hours until the total accumulated leave balance falls below the maximum.

(1) Employees with balances above 320 hours. Retention. Any employee who has accumulated a vacation leave balance of more than 320 hours as of December 1, 2022, shall continue to accrue vacation leave above 320 hours until November 30, 2023. As of December 1, 2023, employees will not accrue vacation leave until the employee's vacation leave balance is less than the 320-hour maximum.

(2) Employees with balances above 320 hours. Cash-Out. Any employee who has accumulated a vacation leave balance of more than 320 hours as of December 1, 2022, may cash-out all or a portion of the balance above 320 hours by submitting a written cash-out request to the Personnel Officer by June 30, 2023.

(d) Separation. Upon employee separation, any unused vacation leave shall be paid as a lump sum as part of the employee's final compensation.

SECTION 10. HOLIDAYS

(a) Holidays Observed. "Holiday" wherever used in this Resolution, shall mean and refer only to the following days of each year:

- (1) January 1 (New Year's Day)
- (2) January 15 (Martin Luther King, Jr. Birthday)
- (3) Third Monday in February (Presidents Day)
- (4) March 31 (Cesar Chavez Day)
- (5) Good Friday (Friday before Easter)
- (6) Last Monday in May (Memorial Day)
- (7) Fourth of July
- (8) First Monday in September (Labor Day)
- (9) Second Monday in October (Indigenous Peoples' Day)
- (10) November 11 (Veterans Day)
- (11) Thanksgiving Day
- (12) Friday after Thanksgiving Day
- (13) One-half ($\frac{1}{2}$) day, beginning at 12:00 noon on December 24
- (14) December 25 (Christmas)
- (15) One-half ($\frac{1}{2}$) day, beginning at 12:00 noon on December 31
- (16) A Personal Holiday which shall be accumulated as eight (8) hours of Personal Holiday leave on July 1 of each year. At no time shall the Personal Holiday balance exceed eight (8) hours. Employees may request use of Personal Holiday consistent with Section 9 of this Resolution. Personal Holiday hours must be used in a single eight (8) hour increment. Upon employee separation, employees shall not receive any payment for unused Personal Holiday hours.
- (17) Any day or part of a day declared by the City Council, by ordinance or resolution, to be a Holiday.

(a) City Offices. City offices and other facilities, except those providing essential public services, such as police and fire protection, shall be closed on said holidays.

(b) Holiday Schedule. Each year, the Personnel Officer shall create a Holiday Schedule for the purpose of addressing holidays falling on weekends.

(c) Full-Time Employees. Every full-time employee shall be entitled to leave of absence without loss of pay on every holiday, unless required to work, in which case they shall be compensated for such work with Holiday CTO.

(d) Holiday Compensatory Time Off (CTO).

(1) Earning Holiday CTO. If an employee is required to work on a holiday as part of their regular shift, the employee shall earn the number of Holiday CTO hours equal to the number of hours the employee is normally scheduled to work on the day the holiday is observed. If an employee is required to work on a holiday not as a part of their regular shift, the employee shall be compensated as overtime pursuant to Section 11 of this Resolution.

(2) Use and Payment of Holiday CTO. Holiday CTO must be used within 180 days of being earned. After 180 days, the Holiday CTO will automatically be paid out at the employee's overtime rate.

(3) FLSA Exempt Employees. FLSA exempt employees required to work on a holiday shall be granted informal holiday time off at the discretion of the City Manager.

(e) Holiday Leave for Police Sergeants, Corporals, and Officers.

(1) Eligibility. Police Sergeants, Corporals, and Officers shall accrue Holiday Leave in lieu of Holidays or Holiday CTO.

(2) Accumulation. Eligible employees shall accrue ten (10) hours of Holiday Leave per month in lieu of the Holidays in Section 10(a).

(3) Maximum Accumulation. The maximum accumulation of Holiday Leave is 120 hours. Employees who reach this maximum accumulation will receive an automatic pay down of any hours above this amount at the employee's overtime rate of pay.

(4) Resignation. At resignation, accumulated Holiday Leave will be paid at the employee's current base rate of pay.

SECTION 11. OVERTIME.

(a) Defined. Overtime is defined as authorized time worked in excess of forty (40) hours in a Week.

(b) Authorization. Overtime shall be authorized and assigned by the City Manager, Department Head, or designee.

(c) Compensation. Overtime shall be compensated in cash or in compensatory time off (CTO) as determined by the Department Head. Employees eligible to receive overtime shall be compensated at the rate of one and one-half times their hourly straight time rate.

(d) Compensatory Time Off.

(1) Requesting Use. The process for requesting use of earned CTO shall be the same process as requesting use of Vacation within this Resolution.

(2) Cash-Out. If an employee has been unable to take their CTO and has a CTO balance in excess of one hundred twenty (160) hours as of December 31 of each year, the employee shall be paid in cash for all hours in excess of one hundred twenty (160).

(3) Payment Upon Separation. Upon separation from City service, the employee shall receive a lump sum payment for any earned CTO.

(e) Call-Back Time. Call-back work is work performed at a time outside of and not continuous with an employee's regular work schedule. A non-exempt employee called back to work shall receive no less than three (3) hours pay at the overtime rate unless such callback is within three (3) hours of the beginning of the employee's next shift, in which case the employee shall only be paid for the hours remaining before the beginning of the employee's next shift. An employee may be called back to work at the discretion of the City Manager or Department Head due to exigent circumstances or operational need.

(f) Court Standby Time. An employee required to be on standby for court appearance as a part of their regular duties must notify their Department Head or designee as soon as the employee receives notice from the court.

(1) During Regular Shift. Employee shall not receive any additional compensation for court time during their regular shift. If the employee is called to court and the court time extends beyond their regular shift, the employee shall be compensated at their overtime rate for the actual time spent beyond their regular shift.

(2) Standby and not Called. When an employee is subpoenaed for a court appearance on their scheduled day off but not called to court, the employee shall receive three (3) hours of overtime compensation.

(3) Standby and Called. When an employee is subpoenaed for a court appearance on their scheduled day and called to court, the employee shall receive a minimum of three (3) hours of overtime, or the actual time of the standby and court appearance, whichever is greater.

SECTION 12. ADMINISTRATIVE LEAVE FOR FLSA EXEMPT EMPLOYEES.

(a) Eligibility. The City Manager, department heads, and other FLSA exempt employees shall be eligible for Administrative Leave.

(b) Granted. Eligible employees shall be granted Administrative Leave as follows.

<u>Employee</u>	<u>Hours per Fiscal Year</u>
City Manager	96 hours
Other FLSA Exempt Employees	80 hours

(c) Regulations.

(1) Balances. Administrative Leave balances shall be granted as a lump sum on July 1. At no point in time shall the Administrative Leave balance exceed those set by this Resolution, unless otherwise approved by City Council Resolution or Contract. FLSA exempt employees hired on a temporary basis, shall earn prorated administrative leave monthly in arrears.

(2) New Employees. New employees eligible to receive Administrative Leave shall be granted such leave on a pro-rated allocation based on hire date.

(3) Payment. Administrative Leave is not eligible for any “buyback” provisions and shall not be paid upon separation from City service.

(4) Usage. Employees may request use of Administrative Leave consistent with Section 9 of this Resolution.

SECTION 13. SALARY STEPS AND EVALUATIONS.

(a) Starting Rate.

(1) City Manager. The City Manager's rate of pay may be set by a City Council approved employment agreement.

(2) Step Placement for New Employees. A new employee of the City shall be placed at Step A for the specified range unless the City Manager determines it is in the best interest of the City to place the employee above Step A. The City Manager shall document any placement above Step A with a written justification memorandum to be placed in the employee's personnel file.

(3) Additional Requirement for Department Heads. A new Department Head may only be placed above Step A with City Council approval. Based upon the City Manager's recommendation, the City Council may enter into an employment agreement with a Department Head. This agreement may contain provisions inconsistent with this Resolution.

(b) Evaluations and Advancement.

(1) Annual Evaluations for Full-Time Employees. All full-time employees shall receive an annual written performance evaluation on or around their anniversary date of employment.

(2) Evaluations for Part-Time Employees. Part-time employees who have been appointed for more than twelve (12) months shall receive a written performance evaluation for that time period, and each successive twelve (12) month time period.

(3) Salary Step Placement. After completion of an annual performance evaluation, the Department Head shall provide a recommendation to the City Manager if a salary step advancement is recommended. If the annual performance evaluation is conducted after the salary step advancement date, and advancement is recommended, that advancement shall be retroactive to the first pay period commencing after their anniversary date of employment.

(c) Early Salary Step Advancement. The City Manager shall have the authority to provide employees a one-time early advancement of one salary step as a tool for employee retention or extraordinary skill advancement. The City Manager shall document any early step advancement with a written justification memorandum to be placed in the employee's Personnel File.

(d) Training & Professional Development. The City shall cover employee expenses for training that is required by law, training that is required to maintain certifications, training that is required as a condition of employment, and training that is determined by the Department Head to be necessary for employee professional development. The City Manager shall implement a Travel Expense Reimbursement Policy.

SECTION 14. HEALTH BENEFITS.

- (a) Definition. Health Benefits shall mean medical, dental, and vision care provided to the employee by the City.
- (b) Premiums. The Council, by Resolution, shall set the monthly employee share of Health Benefits premiums, generally as a part of the annual budget process.
- (c) Full-Time Employees. All full-time employees are eligible for Health Benefits beginning the first day of their first full calendar month of employment.
- (d) Part-Time Employees. Part-time employees shall not be eligible for health benefits.
- (e) Opt-Out Provision. Employees eligible for Health Benefits may choose to opt-out at any time, where and how currently allowed by the City's contracted Health Benefits provider. Once disenrolled from Health Benefits, the employee shall receive an additional non-pensionable cash allowance of \$300 per month.
- (f) COBRA. Upon separation from employment eligible employees may continue coverage of their health insurance in accordance and for the length of time permitted by the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

SECTION 15. AUTOMOBILE ALLOWANCE.

(a) Eligibility. Automobile allowance shall be issued at the discretion of the City Manager based on operational need. Employees who are assigned a City-owned vehicle are not eligible for an automobile allowance.

(b) Rates. Automobile allowances for eligible employees shall not exceed the following:

<u>Employee</u>	<u>Monthly Automobile Allowance</u>
City Manager	Set per employment contract
Department Heads	\$500
Other Employees	\$250

(c) Procedures. The Personnel Officer is charged with promulgating procedures for driving on City business.

SECTION 16. RETIREMENT AND RETIREES.

(a) Social Security & CalPERS. Eligibility for Social Security and CalPERS, including placement as a Classic or PEPRA member, shall be determined by the appropriate State and/or Federal agencies.

(b) Retiree Health Plan. The City shall offer a Retiree Health Plan, where and how currently allowed by the City's contracted health benefits provider, and the monthly retiree premium contribution shall be set annually by Council Resolution.

(c) Eligibility for Retiree Health Plan Enrollment. Employees are eligible to enroll in the Retiree Health Plan only when all the following conditions are met:

(1) Employee must request enrollment in the Retiree Health Plan in writing to the Personnel Officer prior to separation from City service.

(2) Employee must have at least five (5) years of consecutive and continuous CalPERS service credit with the City of Fowler immediately prior to separation from City service which shall not include resignation in lieu of disciplinary action or termination.

(3) At the time of separation, employee may not have any pending disciplinary action that could result in employee termination.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-E

REPORT TO THE CITY COUNCIL

November 1, 2022

FROM MARGARITA MORENO, Finance Director

SUBJECT

APPROVE disposal of six inoperable vehicles within the Police Department.

RECOMMENDATION

Approve disposal of the identified surplus equipment in Exhibit A.

BACKGROUND

The Police Department has identified six vehicles that have been stored at the City Yard and that are no longer utilized in law enforcement operations. Each of these vehicles have significant mileage and/or mechanical issues where the repair costs exceed the value of the vehicle. The City of Fowler has already replaced five of these vehicles with newer, low mileage patrol vehicles.

It is recommended that the items on Exhibit A be disposed of through a public sale or other appropriate means and that the Department of Motor Vehicles registration records on the vehicles listed on Exhibit A remove the City of Fowler as the registered owner of these vehicles.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact as this action does not include the appropriation or expenditure of funds. Any revenue generated from the sale of these vehicles will be included in an upcoming budget amendment to appropriate the funds.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Exhibit A: Surplus List

City of Fowler Police Department Surplus list

Year	Make	Model	California License Number	VIN	Current Location	Unit Number
1998	Ford	Crown Victoria	1176305	2FAFP71W8WX157809	City Yard	22
2002	Ford	Crown Victoria	1255371	2FAFP71W92X157764	City Yard	25
2011	Ford	Crown Victoria	1383069	2FABP7BV4BX177134	City Yard	65
2011	Ford	Crown Victoria	1383068	2FABP7BVBX177138	City Yard	60
2013	Ford	Explorer	1431816	1FM5K8AR6DGC73688	City Yard	70
2009	Chevrolet	Impala	1317316	2G1WB57N091120278	City Yard	UC Veh.

Fire boots 11 M (Haix-Fire structure boot)



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-F

REPORT TO THE CITY COUNCIL

November 1, 2022

FROM DARIO DOMINGUEZ, Public Works Director

SUBJECT

APPROVE City Hall as one of two locations for the installation of flag retirement drop boxes and authorize the expenditure of \$500 to sponsor half the cost of two drop boxes

RECOMMENDATION

Staff recommend the City Council approve the installation of a flag retirement drop box at City Hall and authorize the expenditure of \$500 to sponsor half the cost of two drop boxes as requested by the Eagle Scouts.

BACKGROUND

At the October 18, 2022 City Council meeting, Eagle Scout candidate Frank Kazarian presented a proposal to install flag retirement drop boxes at one or more City facilities. Mr. Kazarian requested City assistance in funding the project. The City Council directed staff to bring this item back at a subsequent City Council meeting. Staff recommend a flag retirement drop box be installed at City Hall. The Eagle Scouts are pursuing a second location with the Fowler branch of the Fresno County Public Library, should that site fall through, the City Manager will work with the Eagle Scouts to secure a second location within the city. Public Works will assist Mr. Kazarian and his Boy Scouts Troop in the installation, where needed.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

This project can be funded from the approved fiscal year 2022-23 General Government budget.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Proposal
- Information for Beneficiaries



Navigating the Eagle Scout Service Project

Information for Project Beneficiaries

Thank You and Congratulations

Congratulations on your selection as an Eagle Scout service project beneficiary, and thank you for the opportunity you are making available to an Eagle Scout candidate. Support from community organizations is important to Scouting—just as important as Scouting’s contributions are to the community. Scouts provide important services, and benefiting organizations such as yours provides a vehicle for personal growth.

The Eagle Scout Rank and the Service Project

Service to others is an important part of the Scout Oath: “... to help other people at all times.” Each year tens of thousands of Scouts strive to achieve the coveted Eagle Scout rank by applying character, citizenship, and Scouting values in their daily lives. One of the rank requirements is to *plan, develop, and give leadership to others in a service project helpful to any religious institution, school, or community*. Through this requirement, Scouts practice what they have learned and gain valuable project management and leadership experience.

Typical Projects

There are thousands of possible Eagle Scout projects. Some involve building things, and others do not. There have been all kinds: making birdhouses for an arboretum, conducting bicycle safety rodeos, constructing park picnic tables or benches, upgrading hiking trails, planting trees, conducting well-planned blood drives, and on and on. Other than the general limitations noted below, there are no specific requirements for project scope or for how many hours are worked, and there is no requirement that a project have lasting value. What is most important is the *impact or benefit* the project will provide to your organization. In choosing a project, remember it must be something a group with perhaps limited skills can accomplish under the leadership of your Eagle Scout candidate. In order to fulfill the requirement, the *Scout* must be the one to lead the project. Therefore, it is important that you work with the Scout and not with the Scout’s parents or leaders.

Project Restrictions and Limitations

- Fundraising is permitted only for facilitating a project. Efforts that primarily collect money, even for worthy charities, are not permitted.
- Routine labor, like a service Scouts may provide as part of their daily lives such as mowing or weeding a church lawn, is not normally appropriate. However, if project scale and impact are sufficient to require planning and leadership, then it may be considered.
- Projects are not to be of a commercial nature or for a business, though some aspects of a business operation provided as a service, such as a community park, may qualify.
- The Scout is not responsible for any maintenance of a project once it is completed.

Approving the Project Proposal and Project Scheduling

Once a potential project is identified, you must approve your Scout’s proposal. Regular communications with the Scout can make this quick and easy, but be sure you have both discussed and considered all aspects of the project to ensure your Scout has a clear understanding of your expectations and limitations. Keep in mind the Scout’s proposal is merely an overview—not a comprehensive plan.

Some projects may take only a few weeks or months to plan and carry out, while others may take longer. Scouts working toward the Eagle rank are typically busy, so scheduling flexibility may be important. The proposal must also have several approvals, besides yours, before project planning occurs and work begins. Therefore, if a proposed project must be completed by a certain rapidly approaching date, it may be a good idea to consider something different. Remember, too, that all work must be completed before the Scout’s 18th birthday.

Approving Project Plans

After the proposal is approved by the BSA local council, your Scout must develop a plan for implementing the project. Before work begins, you should ask to see the plan. It may come in any format you desire or are willing to accept. It could even be a detailed verbal description. That said, the BSA includes a “Project Plan” form in your *Scout’s Eagle Scout Service Project Workbook*, and we recommend that you ask your Scout to use it. If in your plan review you have any concerns the project may run into trouble or not produce the results you want, do not hesitate to require improvements *before* work begins.

Permits, Permissions, and Authorizations

- If the project requires building permits, etc., your Scout needs to know about them for planning purposes. However, your organization must be responsible for all permitting. This is not a duty for the Scout.
- Your organization must sign any contracts.
- If digging is involved, it is your responsibility to locate, mark, and protect underground utilities as necessary.
- If you need approval from a committee, your organization’s management, or a parent organization, etc., be sure to allow additional time and let the Scout know if their help is needed.

Funding the Project

Eagle service projects often require fundraising. Donations of any money, materials, or services must be preapproved by the BSA unless provided by your organization; by the Scout or the Scout’s parents or relatives; or by the Scout’s unit or its chartered organization. The Scout must make it clear to donors or fundraising event participants that the money is being raised on the project beneficiary’s behalf, and that the beneficiary will retain any leftover funds. If receipts are needed, your organization must provide them. If your organization is not allowed to retain leftover funds, you should designate a charity to receive them or turn them over to your Scout’s unit.

Supervision

To meet the requirement to “give leadership to others,” your Scout must be given every opportunity to succeed independently without direct supervision. The Scout’s unit must provide adults to assist or keep an eye on things, and your organization should also have someone available. The Scout, however, *must* provide the leadership necessary for project completion without adult interference.

Safety

Through the proposal and planning process, the Scout will identify potential hazards and risks and outline strategies to prevent and handle injuries or emergencies. Scouts as minors, however, *cannot be held responsible for safety*. Adults must accept this responsibility. Property owners, for example, are responsible for issues and hazards related to their property or employees and any other individuals or circumstances they would normally be responsible for controlling. If during project execution you have any concerns about health and safety, please share them with the Scout and the unit leaders so action may be taken. If necessary, you may stop work on the project until concerns are resolved.

Project Completion and Approval

After the project has been completed, your Scout will ask for your approval on their project report. The report will be used in the final review of the Scout’s qualifications for the Eagle Scout rank. If the Scout has met your reasonable expectations, you should approve the project; if not, you should ask for corrections. This is not the time, however, to request changes or additions beyond what was originally agreed.

The Eagle Scout service project is an accomplishment a Scout will always remember. Your reward will be a helpful project and, more important, the knowledge you have contributed to a young Scout’s growth.



Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Candidate's Promise*		<i>Sign below before you seek the other approvals for your proposal.</i>	
On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 4. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chose as beneficiary.			
Signed _____		Date _____	

* Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project has been approved.

Unit Leader Approval*		Unit Committee Approval*	
I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.		This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.	
Signed _____	Date _____	Signed _____	Date _____
Name (Printed) _____		Name (Printed) _____	

Beneficiary Approval*		Council or District Approval	
This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) to which we have agreed. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.		I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the <i>Guide to Advancement</i> , No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.	
Our Eagle Candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."			
Yes _____ No _____			
Signed _____	Date _____	Signed _____	Date _____
Name (Printed) _____		Name (Printed) _____	

* While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (*). Council or district approval, however, must come after the others.

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to each other. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name:		Birth date:	
Email Address:		BSA PID number:	
Address:	City:	State:	Zip:
Preferred telephone(s):		Life Board of Review date:	

Current Unit Information

Check One: <input type="radio"/> Troop <input type="radio"/> Crew <input type="radio"/> Ship	Unit Number:
Name of District:	Name of Council:

Unit Leader Check One: ☐ Scoutmaster ☐ Crew Advisor ☐ Skipper

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Unit Committee Chair

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Unit Advancement Coordinator

(If your unit has one)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Project Beneficiary

(Name of religious institution, school or community)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Project Beneficiary Representative

(Name of contact person for the project beneficiary)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Your Council Service Center

Contact Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Project Coach

(Your council or district project approval representative may help you learn who this will be.)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-G

REPORT TO THE CITY COUNCIL

November 1, 2022

FROM DAVID PETERS, City Engineer

SUBJECT

APPROVE Agreement for Common Use of Easements for the Kirby Canal Pipeline in Tract 5952 and authorize the City Manager to execute the agreement and related documents on behalf of the City of Fowler.

RECOMMENDATION

Staff recommend the City Council approve the Agreement for Common Use of Easements and authorize the City Manager to execute the agreement on behalf of the City of Fowler.

BACKGROUND

The City of Fowler previously approved Tract 5952, at the southwest corner of South Sunnyside Avenue and East South Avenue. Conditions of approval for the 73-lot subdivision include replacing an existing mortar joint irrigation line with a reinforced concrete rubber gasket pipe between the storm drain basin and the park on the south side of the subdivision. The pipeline is under the jurisdiction of Consolidated Irrigation District and is located within an easement granted by the developer.

The pipeline will be installed this fall by the Developer. An Agreement for Common Use of Easements was developed to document responsibilities of both the City of Fowler and Consolidated Irrigation District within the easement area.

Consolidated Irrigation District approved this agreement at its July 13, 2022 Board Meeting. To complete the process the City is required to approve the agreement such that construction of the park improvements can be completed after both CID and the City sign the agreement.

ENVIRONMENTAL REVIEW

Approval of the agreement does not constitute a “project” pursuant to the California Environmental Quality Act.

FISCAL IMPACT

The underlying pipeline project is being constructed at the cost of the developer and will be maintained by CID. This agreement provides for the City’s park facilities to be constructed within the pipeline easement. The City may incur maintenance costs for the park should there be any issues that arise from the pipeline.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Agreement for Common Use of Easements and Exhibits
- Pipeline Improvement Plans
- CID Meeting Minutes from 7/13/2022 approving the agreement

FREE RECORDING IN ACCORDANCE
WITH CALIFORNIA GOVERNMENT
CODE SECTIONS 6103 AND 27383
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

CITY OF FOWLER
128 S 5TH STREET
FOWLER, CA 93625

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX IS \$0

AGREEMENT FOR COMMON USE OF EASEMENTS

THIS AGREEMENT FOR COMMON USE OF EASEMENTS ("Agreement") is made and entered into as of November _____, 2022 ("Effective Date"), by and between CONSOLIDATED IRRIGATION DISTRICT, a California Irrigation District ("District") and the CITY OF FOWLER, a general law city and municipal corporation ("City"). District and City are sometimes collectively referred in this Agreement as the "Parties" or singularly as a "Party" or by their individual names.

RECITALS

A. WHEREAS, District was organized on September 8, 1921, and provides water from the Kings River for irrigation and groundwater recharge; and

B. WHEREAS, District is a California Irrigation District organized and existing under and by virtue of the Irrigation District Law, Division 11, of the California Water Code; and

C. WHEREAS, District must have full access to and control over its facilities and the operation thereof; and

D. WHEREAS, District holds a forty-five-foot (45') easement for ditches, canals, pipelines and other conveyance facilities over, under, across and through certain real property in Fowler, California and more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference (collectively "District Easement"). District's Kirby Canal Pipeline is located in the District Easement; and

E. WHEREAS, City has been offered for dedication a forty-five-foot (45') easement for landscape, irrigation, pedestrian and related purposes over, under, across and through certain real property in Fowler, California and more particularly described in Exhibit "B" which is attached hereto and incorporated herein by this reference (collectively "City Easement"). City will construct and maintain street landscaping and sidewalk within the City Easement (collectively "City Improvements"); and

F. WHEREAS, the City Easement lies entirely within the boundary of, and entirely overlaps, the existing District Easement, which the overlapping portion is being hereby designated as the "Area of Common Use"; and

G. WHEREAS, District and City wish to establish certain conditions under which the Area of Common Use shall be used by the Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereby agree as follows:

1. **District's Consent.** District hereby consents to the use by City of the Area of Common Use for purposes of constructing, maintaining, and operating the City Improvements. City's use of the Area of Common Use shall be subject to (i) the District's right to fully use the Area of Common Use for all of the District's purposes, and (ii) the terms and conditions set forth in this Agreement. The Parties acknowledge that the District has a prior right in the Area of Common Use and the District does not by this Agreement subordinate any rights it may have in the Area of Common Use to any use thereof by the City. City acknowledges that the District, by consenting to the City's use of the Area of Common Use, is making no representation or warranty regarding the existence or non-existence of any third-parties claiming a right, title, or interest in or to the Area of Common Use.

2. **City Improvements.** City shall, at its own cost and expense, and with the District's prior written approval, locate, construct, operate, maintain, repair, and replace the City Improvements in the Area of Common Use in such a manner and using such material as may be required so that the City Improvements will not at any time damage, impair, or interfere with the present or future uses by the District of the District Easements. The City is specifically required to coordinate the construction of the City Improvements so that it does not interfere with the District's water delivery, operations, and maintenance schedules.

3. **Ownership of Facilities/Improvements.** All of the City Improvements constructed or installed pursuant to this Agreement shall be the property of City, and all appurtenances and facilities installed by District or existing in the Area of Common Use, which are related to District's facilities, shall be the property of District. Except as herein otherwise provided, neither District nor City shall have any right, title, or control over the other's property, other than it may already have under applicable law.

4. **Common Use.** Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate the District Easements in the Area of Common Use. Both District and City shall use the Area of Common Use in such a manner as not to unreasonably interfere with the rights of one another and nothing herein shall be construed as a release or waiver of any claim for compensation or damages that District or City may now have, or may hereafter acquire, resulting from the construction or alteration of existing facilities or the construction or alteration of additional facilities by either District or City, which causes damage to or unreasonable interferes with the use of the Area of Common Use by the other Party. Each Party shall construct, operate, or maintain its improvements in the Area of Common Use in a manner that does not diminish or restrict the ability of the other Party to use the Area of Common Use for the purpose identified in this Agreement. Neither Party shall have the right to increase the extent of its use of the Area of Common Use as identified in this Agreement without the express written authorization of the other Party.

5. **City Reimbursement.**

(a) City shall be responsible to pay, and shall reimburse District upon request, for any actual reasonable cost incurred by District for work performed by District that is caused by or required by City's construction, maintenance, or use of the City Improvements. District shall

provide reasonable advanced written notice to the City of the necessity of such work prior to commencement.

(b) Except as described above, District and City shall be responsible for the maintenance, repair, alteration, improvement, or relocation of their respective facilities within the Area of Common Use.

(c) Nothing in this Agreement shall relieve one Party of any responsibilities towards the other Party for damage done upon to the other's property located outside of the Area of Common Use.

6. **Indemnification.**

(a) District shall not be responsible for any damages to or for the costs of replacement or repair of any City or third-party facility located in the Area of Common Use, and City shall indemnify and hold District harmless for any such cost and/or damages except for any such claims arising out of the willful misconduct or sole negligence of District or its directors, officers, employees, authorized volunteers, or contractors.

(b) To the fullest extent permitted by law: (i) City agrees to be solely responsible for any and all injuries, damages, and claims to persons or property arising out of its use of the Area of Common Use, except for any such claims arising out of the willful misconduct or sole negligence of the District or its directors, officers, employees, authorized volunteers, or contractors, or those claims that violate the City's sovereign immunities. City agrees to defend, hold harmless, and indemnify District, its directors, officers, employees, or authorized volunteers against any and all such injuries, damages, and claims arising out of the City's use of the Area of Common Use; and (ii) District agrees to be solely responsible for any and all injuries, damages, and claims to persons or property arising out of its use of the Area of Common Use, except for any such claims arising out of the willful misconduct or sole negligence of the City or its officials, officers, employees, authorized volunteers, or contractors, or those claims which violate the District's sovereign immunities. District agrees to defend, hold harmless, and indemnify City, its officials, officers, employees, or authorized volunteers against any and all such injuries, damages, and claims arising out of the District's use of the Area of Common Use. This indemnification shall not be restricted to any insurance proceeds.

(c) In the event of concurrent negligence on the part of City or any of its officers, officials, employees, agents, or volunteers, and the District or any of its officers, officials, employees, agents, or volunteers, the liability for any and all such claims, demands, and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(d) This section shall survive termination or expiration of this Agreement.

7. **Notice of Work.** Except in the event of an emergency, or as necessary to maintain the flow of water in District's facilities, each Party shall give the other reasonable notice before performing or permitting any work affecting the other's facilities in the Area of Common Use, and shall furnish the other Party with plans and specifications describing the work to be done before commencement of the work. The reviewing Party shall have the right to specify reasonable conditions on, or changes in, the proposed work and schedule when necessary to prevent damage to its facilities or interference with its operations in the Area of Common Use.

Neither Party shall permit installation of facilities by others in the Area of Common Use without the written consent of the other Party. Each Party agrees to repair any damages to the other Party's facilities caused by work directed or performed by it within the Area of Common Use. Except that, where City's facilities or City Improvements within the Area of Common Use must necessarily be damaged, destroyed, or removed by District to accommodate repair, maintenance, modification, or replacement of District's facilities, District shall identify such City Improvements to be impacted and notify City in writing at least five (5) business days prior to beginning such work on the District's facilities so that the Parties may meet and confer to determine an appropriate manner to accommodate the District's work while minimizing the impact to City Improvements, and if District notifies City as required herein, District shall have no obligation to restore City's affected facilities or City Improvements. Notwithstanding the above, in the event of an emergency, no such notice shall be required and either Party may proceed to do what is reasonably necessary to prevent serious loss or damage and to protect the public health and safety. An emergency shall be deemed to exist if immediate action is reasonably required to prevent serious loss or damage to life or property, or to protect the public health and safety.

8. **Further Assurances.** From time to time and at any time after the execution and delivery of this Agreement, each of the Parties, at its own expense, shall execute, acknowledge, and deliver any further instruments, documents and other assurances reasonably requested by the other Party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other Party, to evidence or carry out the intent of this Agreement.

9. **Limitations; Obligations.**

(a) Prior to construction and installation of City Improvements, City, at its sole cost and expense, shall obtain all necessary permits, licenses, authorizations, approvals, or other governmental dispensations required to proceed with City's activities pursuant to this Agreement.

(b) City shall ensure that all activities performed in the Area of Common Use with respect are performed (i) in conformance with all applicable federal and State laws and regulations, and (ii) in a good and workmanlike manner.

(c) City shall promptly pay all claims, especially those secured by a mechanic's or materialman's lien against the District's Easements or any interest therein, for labor or materials furnished or alleged to have been furnished to or for City at or for use on the Area of Common Use.

(d) City agrees at all times to keep City Improvements in a state of good and safe repair, at City's sole cost and expense.

10. **Inspection.** City agrees to notify the District's General Manager, or his designee, at least two (2) business days before City work commences within the Area of Common Use. The District may inspect the work to ensure that City Improvements, as built, conform to all permits, authorizations, and approvals allowing for the construction and installation of City Improvements. Such inspections may extend to all phases of the work, including, but not limited to the materials to be used. Failure of the District to detect any deviations, deficient materials, or workmanship or any other defects in the City Improvements shall not (i) release the City from any obligation to correct such defects or from any liability resulting therefrom, or (ii) impose any liability on the District.

11. **Term.** The term of this Agreement shall be ten (10) years, commencing on the Effective Date of this Agreement and ending on the tenth (10th) anniversary thereof. After the initial ten (10) years, the term of this Agreement is automatically extended for additional one (1)-year terms, unless at least thirty (30) days prior to the end of the previous term either Party gives written notice of termination. Notwithstanding any other provision in this Agreement to the contrary, it is understood and agreed by both Parties that the District has a prior right in the Area of Common Use and the District does not by this Agreement subordinate any rights it may have in the Area of Common Use to any use thereof by the City and the rights granted to the City hereunder are permissive in character. Upon termination of this Agreement, City shall promptly stop the use of and remove said City Improvements from the District Easements, at City's sole cost and expense.

12. **Liability Insurance.** Each Party shall procure and maintain for the duration of this Agreement Commercial General Liability ("CGL") insurance against claims for injuries to persons or damages to property which may arise from or in connection with their respective use of the Area of Common Use. Coverage shall be at least as broad as Insurance Services Office ("ISO") Form CG 0001 covering on an "occurrence" basis, with limits no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately or the general aggregate limit shall be twice the required occurrence limit. District and its directors, officers, employees, agents and consultants, shall be covered as additional insureds on City's CGL policy. The insurance policies required by this Section 12 shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice (10 days for nonpayment) has been provided to each Party.

13. **Notices.** All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 13. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

To District: Consolidated Irrigation District
c/o General Manager
P.O. Box 209
Selma, California 93662
Telephone: (559) 896-1660
Facsimile: (559) 896-3830

To City: City of Fowler
c/o Wilma Tucker, City Manager
128 S. 5th Street
Fowler, California 93625
Telephone: (559) 834-3113
Facsimile: (559) 834-0185

Either Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after

it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

14. **Relationship of Parties.** Neither Party hereto is, nor shall it become or be deemed to be, a partner or a joint venture with the other by reason of the provisions of this Agreement, nor shall this Agreement be construed to authorize either Party to act as the agent for the other. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Parties hereto with any third parties.

15. **Entire Agreement.** This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

16. **Amendments.** No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreed amendment in writing duly authorized and signed by representatives of both Parties.

17. **Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, and administrators of the respective Parties.

18. **Assignment.** Neither Party hereto shall assign this Agreement, or any interest herein, without the prior written consent of the other Party. Any such attempted assignment in violation of this Agreement shall be null and void.

19. **Governing Law; Venue.** This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California. Venue for the purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be in Fresno County, California.

20. **Severability.** If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

21. **Headings.** The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

22. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument.

23. **Binding Effect.** This Agreement shall "run with the land" and be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

24. **Attorney's Fees.** Should any action or proceeding be commenced between the Parties hereto concerning this Agreement, or the rights and duties of any Party in relation thereto, the Party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the losing Party a reasonable sum for its attorneys', paralegals', accountants', and other professional fees and costs incurred in connection with such action or proceeding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY

**City of Fowler,
A general law city and municipal corporation**

By: _____

Name: _____

Title: _____

DISTRICT

**Consolidated Irrigation District,
A California irrigation district**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: Scott G. Cross

Firm: Lozano Smith

Title: City Attorney

APPROVED AS TO FORM:

By: _____

Name: Lauren D. Layne

Firm: Banker Manock & Jensen, PC

Title: Attorneys for District

EXHIBIT "A"
District Easement

That real property, situated in the County of Fresno, State of California, being a portion of the Northwest Quarter of Section 21, Township 15 S., Range 21 E, M.D.B & M., more particularly described as follows:

Parcel No. 1

A strip of land forty-five (45) feet in width, the centerline of said strip being described as follows: BEGINNING at a point on the South line of the Northeast quarter of the Northwest quarter of said section 21, said point bears South 89° 38' 00" West a distance of 469.55 feet from the southeast corner of the Northeast quarter of the Northwest quarter of said Section 21; thence North 69° 55' 09" West a distance of 899.50 feet to a point on the West line of the Northeast quarter of the Northwest quarter of said Section 21; said point bears South 0° 11' 18" West a distance of 1,007.40 feet from the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 21.

Sidelines of said strip being lengthened and shortened to terminate at the West and South lines of the Northeast quarter of the Northwest quarter of said Section 21.

Parcel No. 2

That portion of the Southerly 261.44 feet of the northerly 1,007.40 feet of the westerly 20.00 feet of the Northeast quarter of the Northwest quarter of said Section 21 lying southerly of Lot 54 of Tract Map No. 5952 recorded in Book 91 of plats at pages 95 thru 100 F.C.R. and Northerly of Parcel 1.

Containing 1.04 acres more or less.

End of description.

This real property description has been prepared by me, Ruben Aparicio III, or under my direction, in conformance with the Professional Land Surveyors' Act.

Dated:

Ruben Aparicio III



EXHIBIT "B"
City Easement

That real property, situated in the County of Fresno, State of California, being a portion of the Northwest Quarter of Section 21, Township 15 S., Range 21 E, M.D.B & M., more particularly described as follows:

Parcel No. 1

BEGINNING at a point on the South line of the Northeast quarter of the Northwest quarter of said Section 21, said point bears South 89° 38' 00" West a distance of 290.65 feet from the southeast corner of the Northeast quarter of the Northwest quarter of said Section 21; thence North 69° 55' 09" West a distance of 649.89 feet to the beginning of a curve, concave southwesterly, having a radius of 45.00 feet, thence westerly along said curve through a central angle of 18°40'18" an arc length of 14.66 feet, to a compound curve, concave northeasterly having a radius of 50.00 feet, thence northwesterly along said curve through a central angle of 44°30'49" an arc length of 38.85 feet, thence North 69° 55' 09" West along the South lines of Lots 42, 52, 53, and 54 of Tract Map No. 5952 recorded in Book 91 of plats at pages 95 thru 100 F.C.R. a distance of 387.65 feet to the West line of the Northeast quarter of the Northwest quarter of said Section 21, thence South 0° 11' 18" West along said west line a distance of 90.39 feet, thence South 69° 55' 09" East a distance of 831.01 feet to said South line, thence North 89° 38' 00" East a distance of 243.31 feet to the Point of Beginning.

Containing 1.87 acres more or less.

End of description.

This real property description has been prepared by me, Ruben Aparicio III, or under my direction, in conformance with the Professional Land Surveyors' Act.

Dated:

Ruben Aparicio III



CONSOLIDATED IRRIGATION DISTRICT

PLANS FOR CONSTRUCTION OF PIPELINE IMPROVEMENTS

CONSOLIDATED IRRIGATION DISTRICT NOTES:

- NO WORK THAT INTERFERES WITH CID'S OPERATION AND MAINTENANCE ACTIVITIES WILL BE PERMITTED.
- WORK THAT IS BELOW THE NORMAL OPERATING WATER LEVEL IN CID'S CANALS SHALL INCLUDE PROVISIONS FOR BYPASSING POTENTIAL STORM WATER FLOWS OR UPSTREAM DISCHARGES INTO THE CANAL BY GROWERS.
- PIPELINES THAT ARE 36-INCHES IN DIAMETER OR LARGER AND PROPOSED AT THE FOLLOWING LOCATIONS SHALL BE RUBBER GASKET REINFORCED CONCRETE PIPE (RGCRP) IN ACCORDANCE WITH ASTM C-76, CLASS III. PIPE AT RAILROAD CROSSINGS SHALL BE CLASS V. WITHOUT EXCEPTION, RGCRP SHALL BE MANUFACTURED BY CENTRIFUGAL SPUN OR WET CAST OR DRY CAST METHODS.
 - WITHIN OR ADJACENT TO EXISTING OR FUTURE ROAD RIGHTS-OF-WAY
 - WITHIN EXISTING OR FUTURE PAVED AREAS
 - EASEMENTS THAT ARE WITHIN OR ADJACENT TO EXISTING OR PLANNED RESIDENTIAL OR COMMERCIAL PROPERTIES
 - EASEMENTS THAT ARE IN CLOSE PROXIMITY TO EXISTING OR PLANNED STRUCTURES (ABOVE OR BELOW GROUND) THAT COULD BE ADVERSELY AFFECTED BY PIPELINE LEAKAGE
- PIPELINES THAT ARE 36-INCHES IN DIAMETER OR LARGER AND PROPOSED AT OTHER LOCATIONS SHALL BE RGCRP IN ACCORDANCE WITH ASTM C-76, CLASS III OR CLASS V, AND MAY BE MANUFACTURED BY OTHER METHODS THAT WILL MEET THE REQUIREMENTS OF ASTM C-76. CID MAY REQUIRE SPUN OR WET CAST MANUFACTURED RGCRP AT ANY LOCATION BASED ON SPECIFIC SITE CONDITIONS.
- PIPELINES THAT ARE LESS THAN 36-INCHES IN DIAMETER SHALL BE RGCRP IN ACCORDANCE WITH THE ABOVE PROVISIONS, OR POLYVINYL CHLORIDE (PVC) PIPE. PVC PIPE 12" IN DIAMETER OR LESS SHALL BE SCHEDULE 40. PVC PIPE GREATER THAN 12" IN DIAMETER SHALL HAVE A MINIMUM WALL THICKNESS OF THE DIAMETER DIVIDED BY 32.5 MIN. WALL THICKNESS = DIA. / 32.5). THE USE OF STEEL PIPE WILL BE CONSIDERED ON A CASE BY CASE BASIS.
- ELBOWS FOR REINFORCED CONCRETE PIPE SHALL BE SHOP FABRICATED. FIELD CONSTRUCTED PIPE ELBOWS WILL NOT BE ALLOWED.
- STEEL REINFORCED CONCRETE FOR ALL CANAL AND PIPELINE STRUCTURES AND FIBER REINFORCED CONCRETE FOR CANAL LINING SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI. CEMENT SHALL BE PORTLAND CEMENT, TYPE II, AND SHALL CONFORM TO ASTM C-150. A MINIMUM OF 5 1/2 SACKS OF CEMENT TO EACH CUBIC YARD OF CONCRETE SHALL BE USED. THE NET WATER-CEMENT RATIO SHALL NOT EXCEED 0.60 BY WEIGHT. MAXIMUM SLUMP NOT EXCEED 4-INCHES UNLESS APPROVED BY CID FOR SPECIFIC APPLICATIONS.
- REINFORCING STEEL FOR CONCRETE SHALL CONFORM TO DESIGNATION A-615 GRADE 60 FOR DEFORMED AND PLAIN BILLET STEEL BARS. ALL REINFORCING BAR BENDS SHALL HAVE A MINIMUM RADIUS OF SIX BAR DIAMETERS AND SPLICES SHALL BE LAPPED FORTY BAR DIAMETERS.
- MISCELLANEOUS METAL SHALL BE HOT DIP GALVANIZED. FABRICATED STEEL STRUCTURES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
- CID IS NOT RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES, BACKFILLING OF CANALS, GROUND PREPARATION FOR NEW CONSTRUCTION, OR DEWATERING OF EXISTING FACILITIES.
- FOLLOWING INSTALLATION AND BACKFILL OF NEW PIPELINES, A HYDROSTATIC FIELD TEST SHALL BE CONDUCTED. THE PIPE SHALL BE FILLED AND KEPT FILLED WITH WATER FOR AT LEAST 24 HOURS PRIOR TO THE START OF FIELD TESTING. THE PRESSURE FOR TESTING SHALL BE EQUAL TO 120% OF THE MAXIMUM OPERATION PRESSURE AS DETERMINED BY CID. MAXIMUM LEAKAGE DURING TESTING SHALL NOT EXCEED 150 GALLONS PER DAY PER DIAMETER INCH PER MILE OF PIPE. TESTING AND REPAIR SHALL CONTINUE UNTIL ACTUAL LEAKAGE IS REDUCED TO THE ALLOWABLE LEAKAGE FOR 24 HOURS. REGARDLESS OF ACTUAL LEAKAGE, ALL VISIBLE LEAKS SHALL BE REPAIRED. OF VISIBLE LEAKAGE OR LEAKAGE IN EXCESS OF ALLOWABLE PERSISTS, THE JOINT OR JOINTS OF PIPE SHALL BE REMOVED, REPLACED WITH NEW PIPE, AND RETESTED.
- CONTRACTORS OR AGENCIES PERFORMING WORK WITHIN CID RIGHT-OF-WAY SHALL PROVIDE A CERTIFICATE OF INSURANCE TO THE DISTRICT WITH THE FOLLOWING MINIMUM COVERAGE AMOUNTS AND SHALL MAINTAIN SAID INSURANCE UNTIL THE WORK IS COMPLETE. CERTIFICATE SHALL NAME CID, ITS OFFICERS, AGENTS, AND EMPLOYEES AS ADDITIONAL INSURED PARTIES.

GENERAL LIABILITY	
GENERAL AGGREGATE	\$2,000,000
PRODUCTS & COMPLETED OPERATIONS, AGGREGATE	\$2,000,000
PERSONAL & ADVERTISING INJURY, AGGREGATE	\$2,000,000
EACH OCCURRENCE	\$2,000,000
FIRE DAMAGE (ANY ONE FIRE)	\$50,000
MEDICAL EXPENSE (ANY ONE PERSON)	\$5,000
AUTOMOBILE LIABILITY	
COMBINED BODILY INJURY AND/OR PROPERTY DAMAGE, SINGLE LIMIT	\$2,000,000

CONSOLIDATED IRRIGATION DISTRICT PIPELINE ACCEPTANCE

ALL NEW PIPELINE AND APPURTENANT STRUCTURES WILL NOT BE CONSIDERED ACCEPTED BY CID UNTIL A PRESSURE TEST HAS BEEN COMPLETED AND ACCEPTED BY CID. THE CONTRACTOR SHALL UTILIZE HYDROSTATIC ISOLATION PLUG(S) (I.E. REINFORCED RUBBER TEST PLUGS) AT EACH END OF THE NEWLY INSTALLED PIPE AND SHALL BE RESPONSIBLE TO IMPORT WATER IN ORDER TO CONDUCT THE TEST. CID'S INSPECTOR SHALL APPROVE THE PLUG INSTALLATION PRIOR TO PERFORMING THE PRESSURE TEST.

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, TAKEN TO BE N89°35'00"E AS SHOWN ON TRACT MAP NO. 5198 RECORDED IN VOLUME 78 OF PLATS AT PAGES 54 AND 55, FRESNO COUNTY RECORDS.

BENCHMARK:

DEC. 78 FCBM, STAMPED LL 79 ON NE CLOVIS & SOUTH 1.4 W OF JP 32.5 N YEL STR ON S. 25.2 E OF YEL STR ON CLOVIS 42.6 E OF TELCO MH
ELEV.= 295.836 U.S.G.S. DATUM

TOPOGRAPHIC LEGEND

AC	ASPHALT CONCRETE	TC	TOP OF CURB
BOL	BOLLARD POST	TOE	TOE OF SLOPE
C	CONCRETE	TOP	TOP OF SLOPE
D	DIRT	TW	TOP OF WALL
EP	EDGE OF PAVEMENT	W	WATER MAIN
GB	GRADE BREAK	TP	TELEPHONE POLE
GFL	GUTTER FLOW LINE	TR	TREE
GUY	GUY WIRE		CENTERLINE
HWL	HIGH WATER LEVEL		PROPERTY LINE
P	PAVEMENT		SECTION LINE
PP	POWER POLE	OE	EXISTING OVERHEAD ELECTRICAL
SD	STORM DRAIN		EXISTING EASEMENT
SS	SEWER MAIN	IRR	EXISTING IRRIGATION LINE
STP	STANDPIPE		
STRP	STRIPING		

CONSTRUCTION LEGEND

---	PROPOSED EASEMENT
---	PROPOSED PROPERTY LINE
---	PROPOSED CONCRETE
---	PROPOSED CURB AND GUTTER
---	PROPOSED IRRIGATION LINE, AS NOTED
○	PIPELINE TURNOUT/STANDPIPE
○	PROPOSED 4" AIR VENT

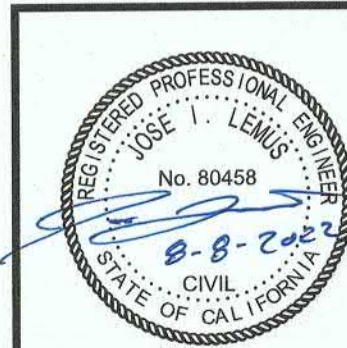
SHEET INDEX

SHEET NUMBER	DESCRIPTION
1	COVER SHEET
2	SITE PLAN
3	CID PIPELINE -- PLAN & PROFILE
4	TURNOUT -- PLAN & PROFILE
5	DETAIL SHEET
6	DETAIL SHEET
7	INLET & OUTLET STRUCTURE DETAILS

APPROVALS

Phil Desatoff
PHIL DESATOFF
GENERAL MANAGER, CONSOLIDATED IRRIGATION DISTRICT

8/18/22
DATE



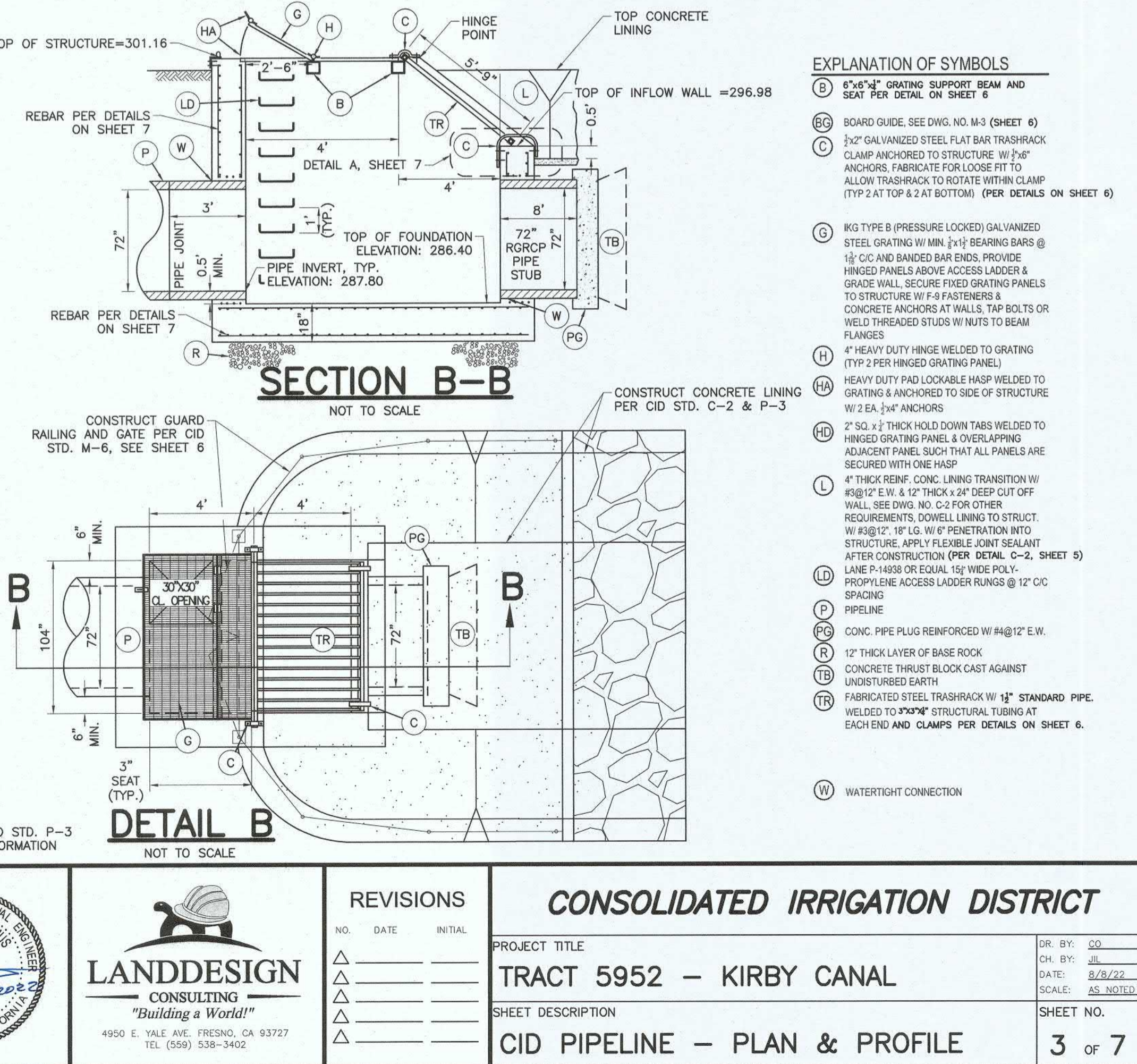
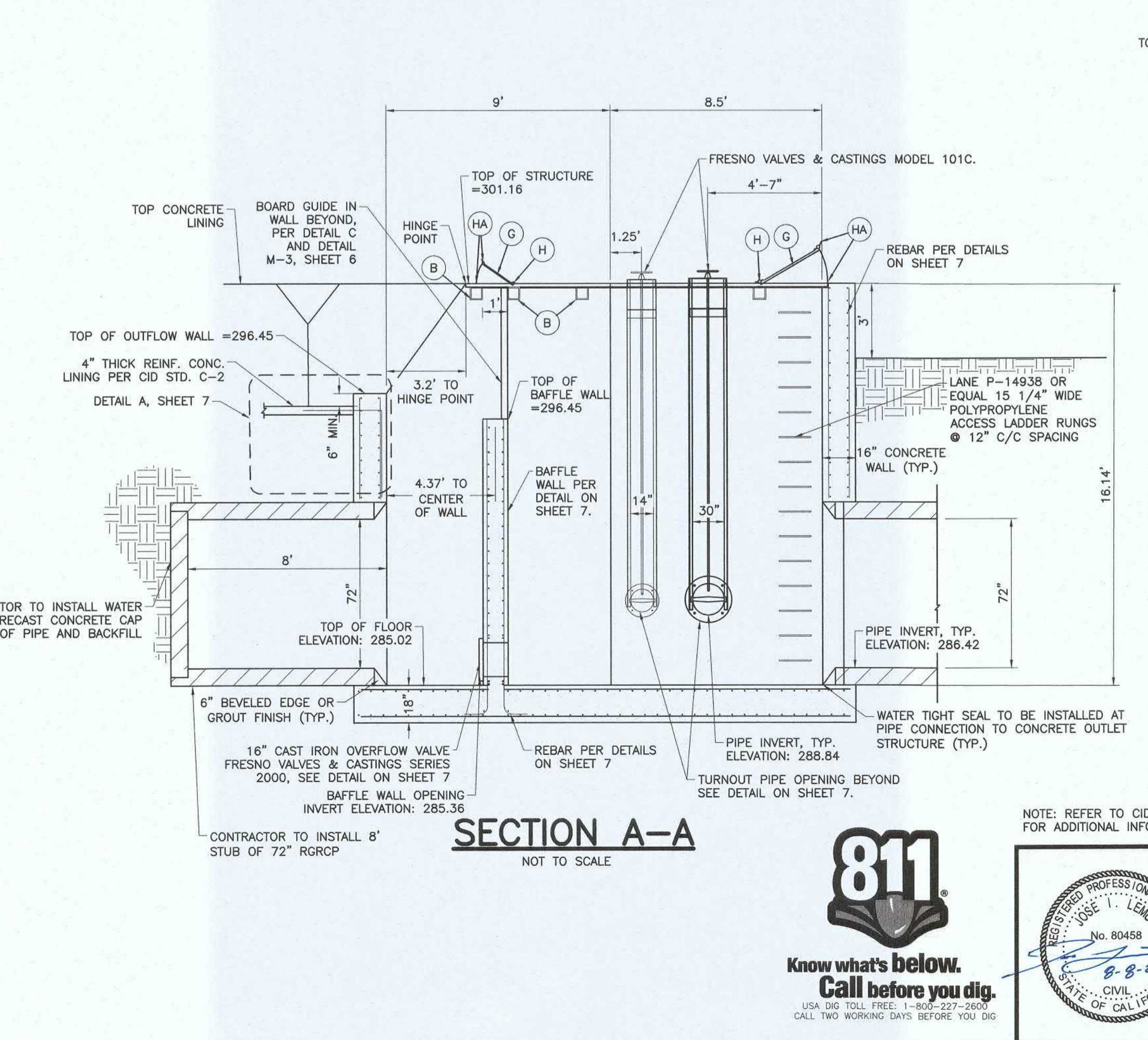
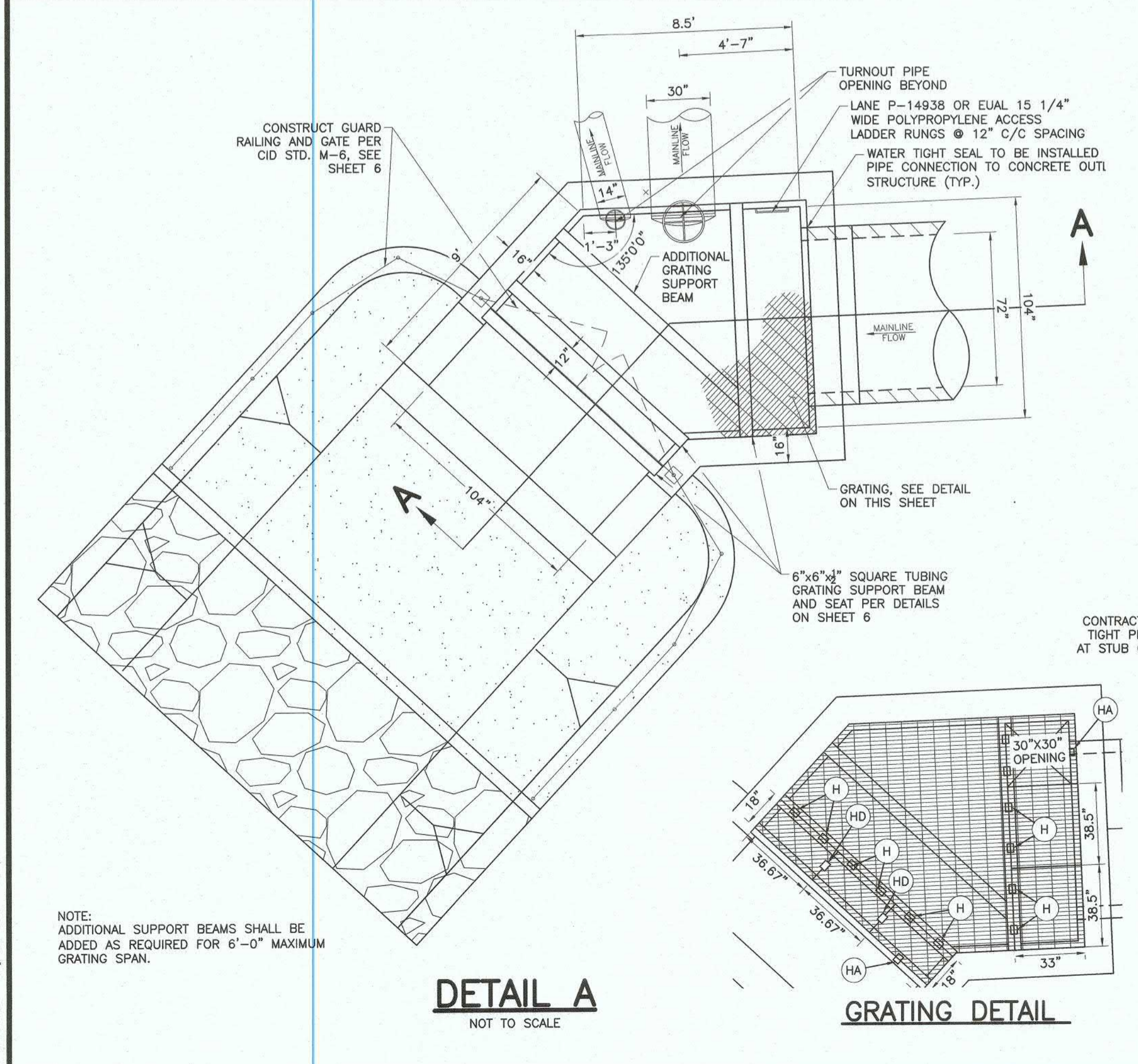
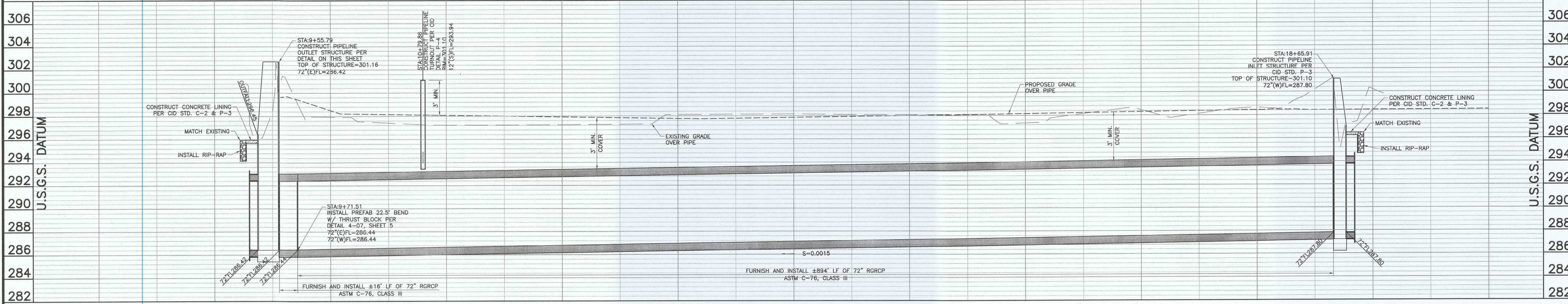
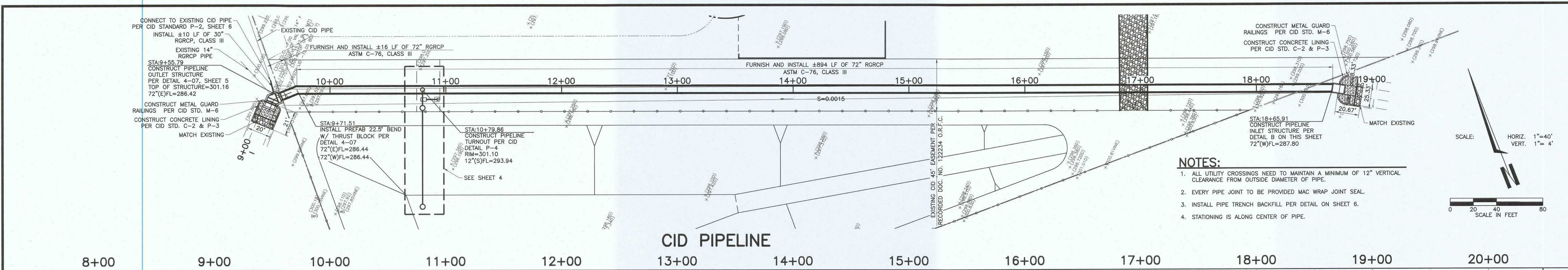
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CONSOLIDATED IRRIGATION DISTRICT

PROJECT TITLE
TRACT 5952 -- KIRBY CANAL

SHEET DESCRIPTION
COVER SHEET

DR. BY: CO
CH. BY: JL
DATE: 8/8/22
SCALE: AS NOTED
SHEET NO.
1 of 7



NOTE: REFER TO CID STD. P-3 FOR ADDITIONAL INFORMATION

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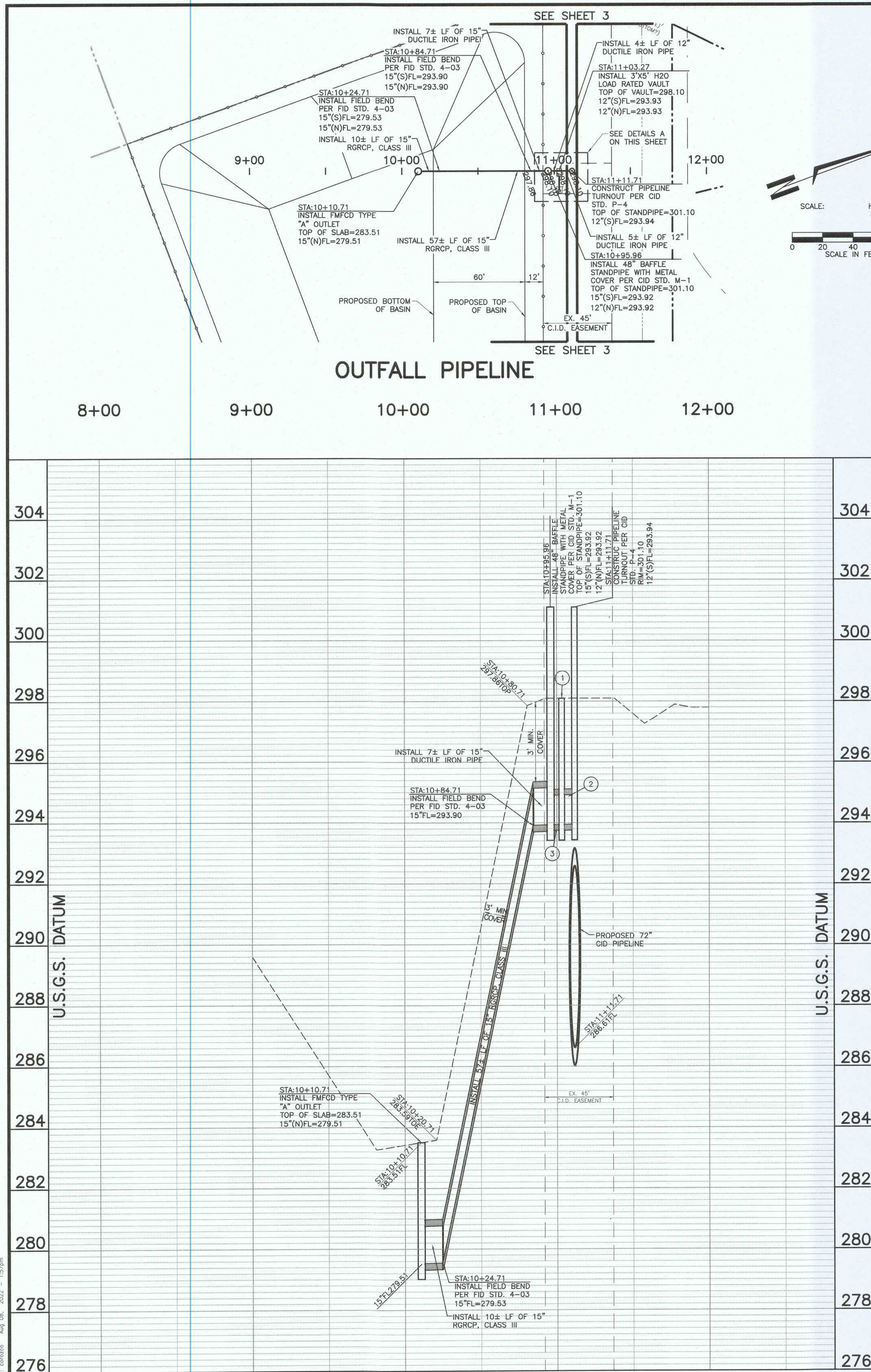
CONSOLIDATED IRRIGATION DISTRICT

PROJECT TITLE	DR. BY:
TRACT 5952 - KIRBY CANAL	CO

SHEET DESCRIPTION	DATE:
CID PIPELINE - PLAN & PROFILE	8/9/22

SHEET NO.	SCALE:
3 of 7	AS NOTED

DRAWING: S:\2021\121009\Improvements_Plan\CD\21009_CD03.dwg - LUC - D:\cib
PLOT BY: ccorcos Aug 08, 2022 - 1:57pm



NOTES:

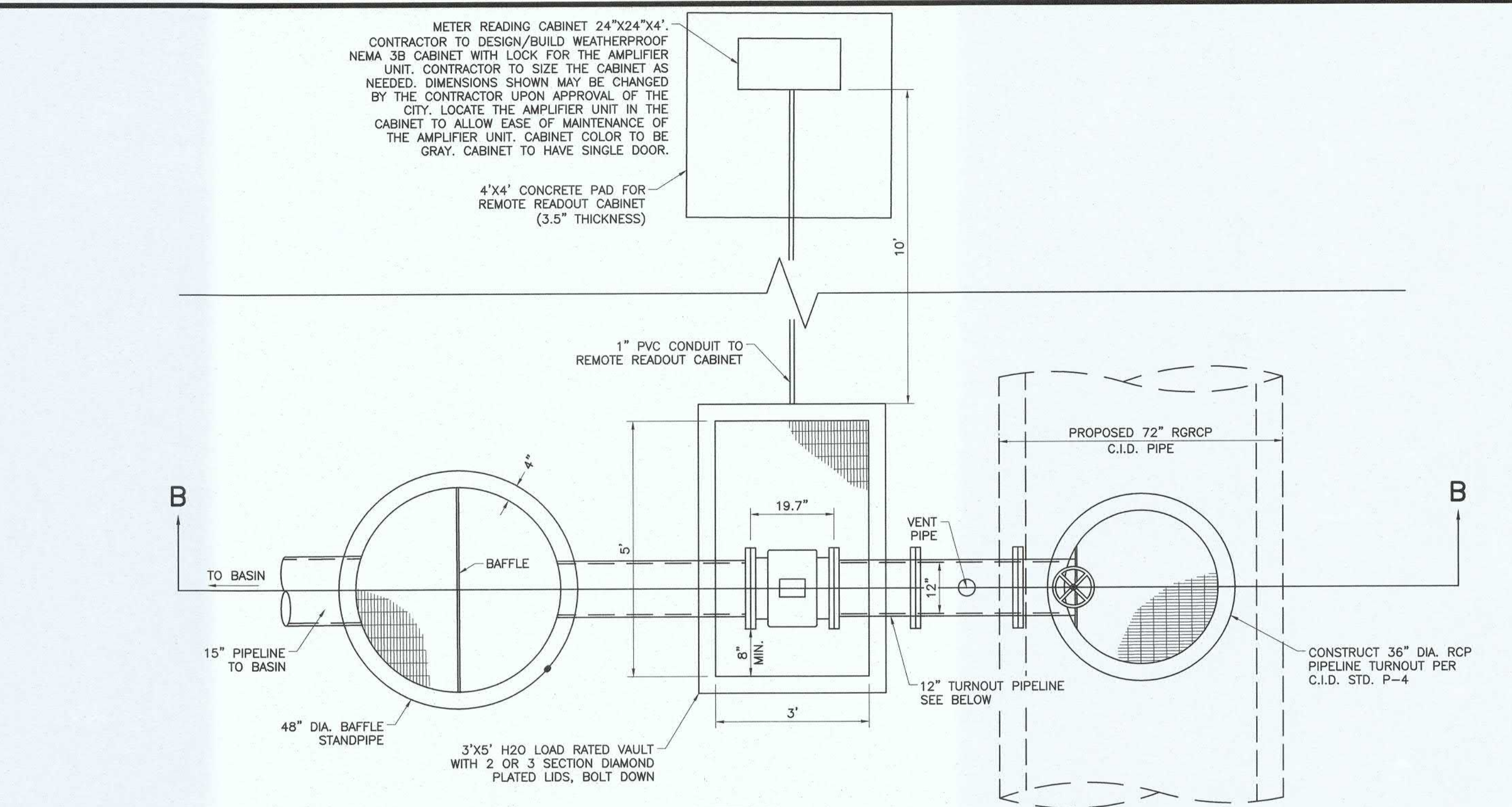
1. ALL UTILITY CROSSINGS NEED TO MAINTAIN A MINIMUM OF 12" VERTICAL CLEARANCE FROM OUTSIDE DIAMETER OF PIPE.
2. EVERY PIPE JOINT TO BE PROVIDED MAC WRAP JOINT SEAL.
3. INSTALL TID PIPE TRENCH BACKFILL PER DETAIL ON SHEET 5.
4. STATIONING IS ALONG CENTER OF PIPE.

KEYNOTES:

1. INSTALL 1/2" GALVANIZED STEEL BAFFLE WALL PLATE.
2. MATCH TOP OF PLATE TO TOP OF INLET PIPE. 26" MIN. HEIGHT.
3. INSTALL ACCESS LADDER PER C.I.D. STD. P-3
4. CUT 3" WEEP HOLE AT THE BASE OF THE BAFFLE WALL PLATE. SEAL PLATE TO FLOOR AT BOTTOM WITH INDUSTRIAL SILICONE.
5. JUNCTION BOX
6. MORTAR ALL JOINTS (TYP.)
7. PACK WITH NON SHRINK GROUT (TYP.)
8. INSTALL 1" REMOTE READOUT CONDUIT AND WIRE TO ADJACENT 4'X4' CONCRETE PAD FOR REMOTE READOUT CABINET.
9. 12"X4" DIP TEE FLG X FLG.
10. INSTALL 4" DRESSER COUPLING. COUPLING TO BE EPOXY COATED AND POLY WRAPPED

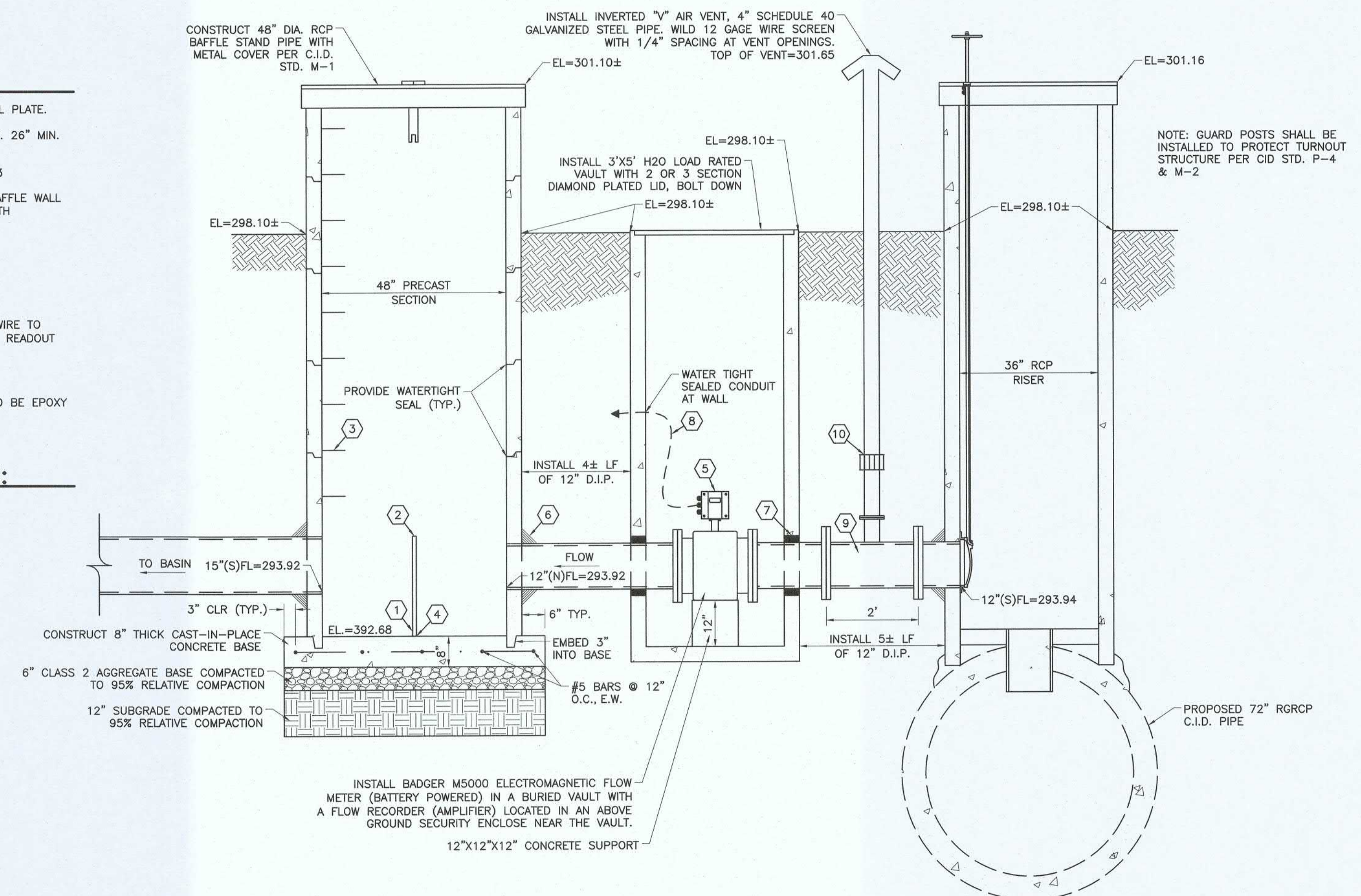
CONSTRUCTION KEYNOTES:

- STA:11+03.27
INSTALL 3'X5' H2O LOAD RATED VAULT
TOP OF VAULT=298.10
12"(S)FL=293.93
12"(N)FL=293.93
1. INSTALL 5± LF OF 12" DUCTILE IRON PIPE
 2. INSTALL 4± LF OF 12" DUCTILE IRON PIPE



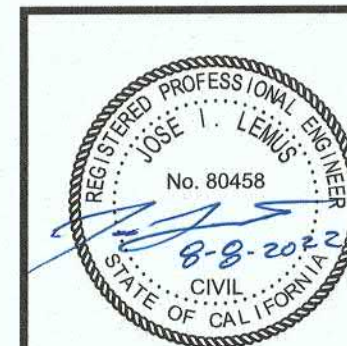
DETAIL A TURNOUT PIPELINE, FLOW METER VAULT, AND BAFFLE STANDPIPE

NOT TO SCALE



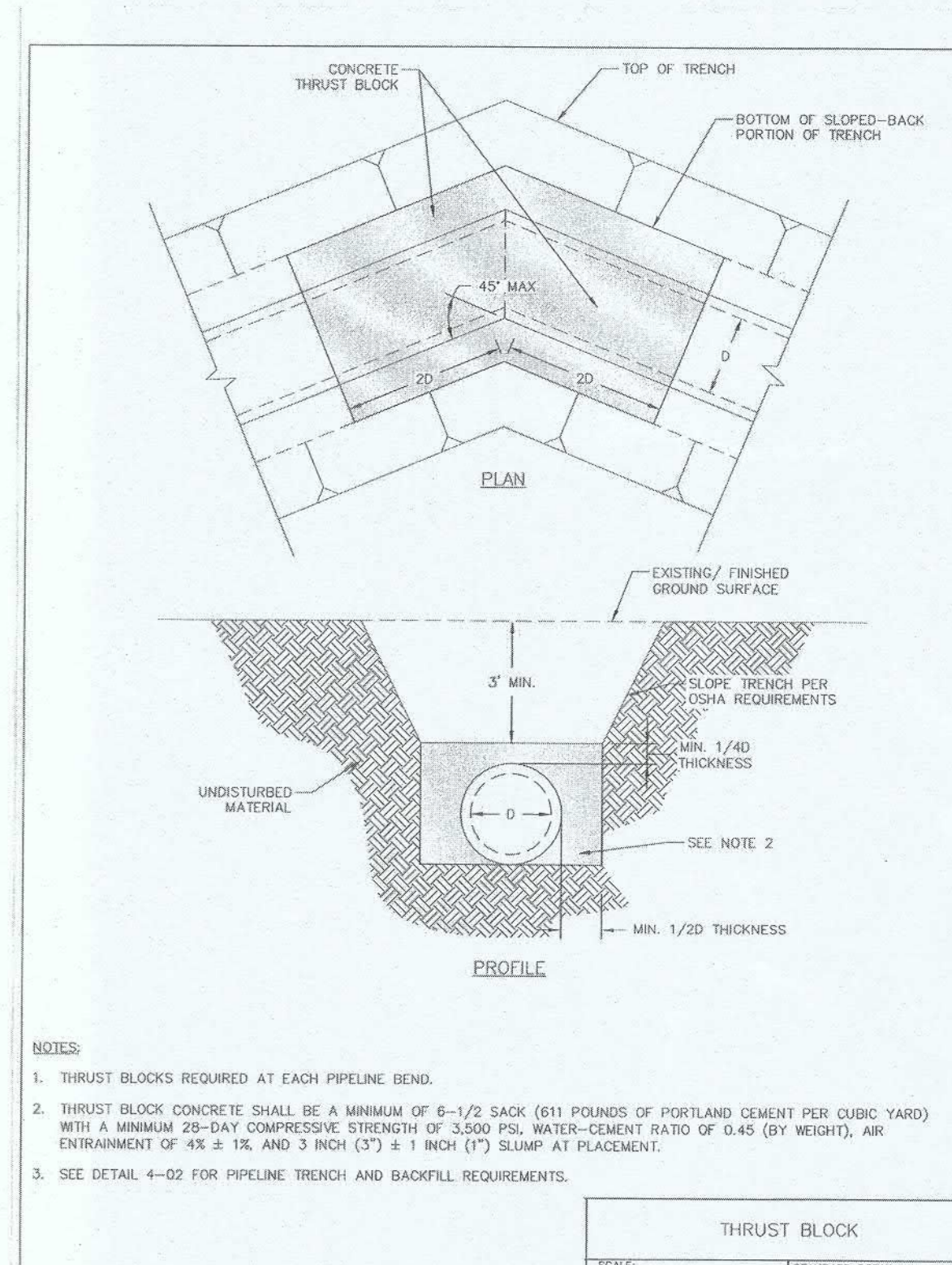
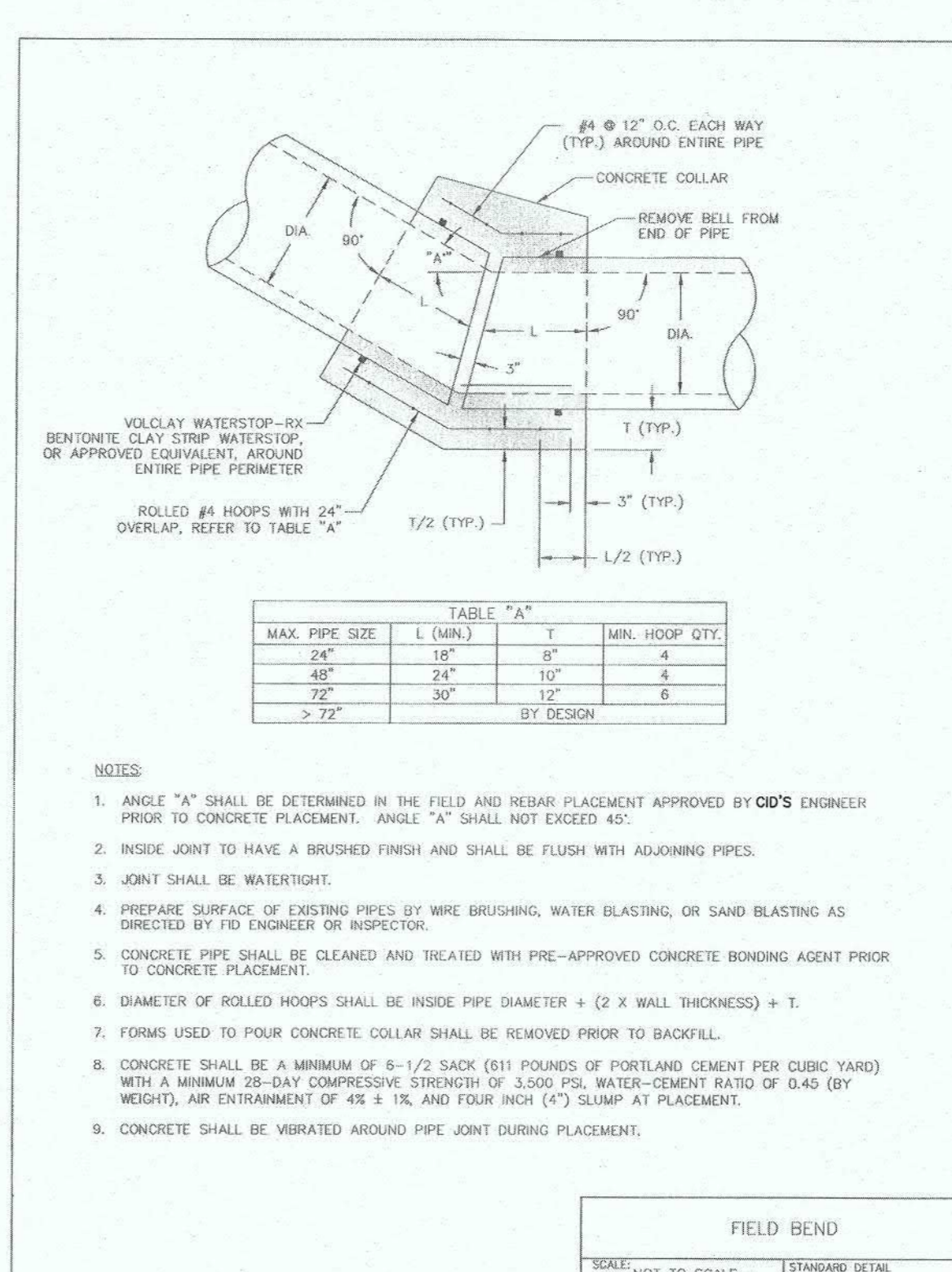
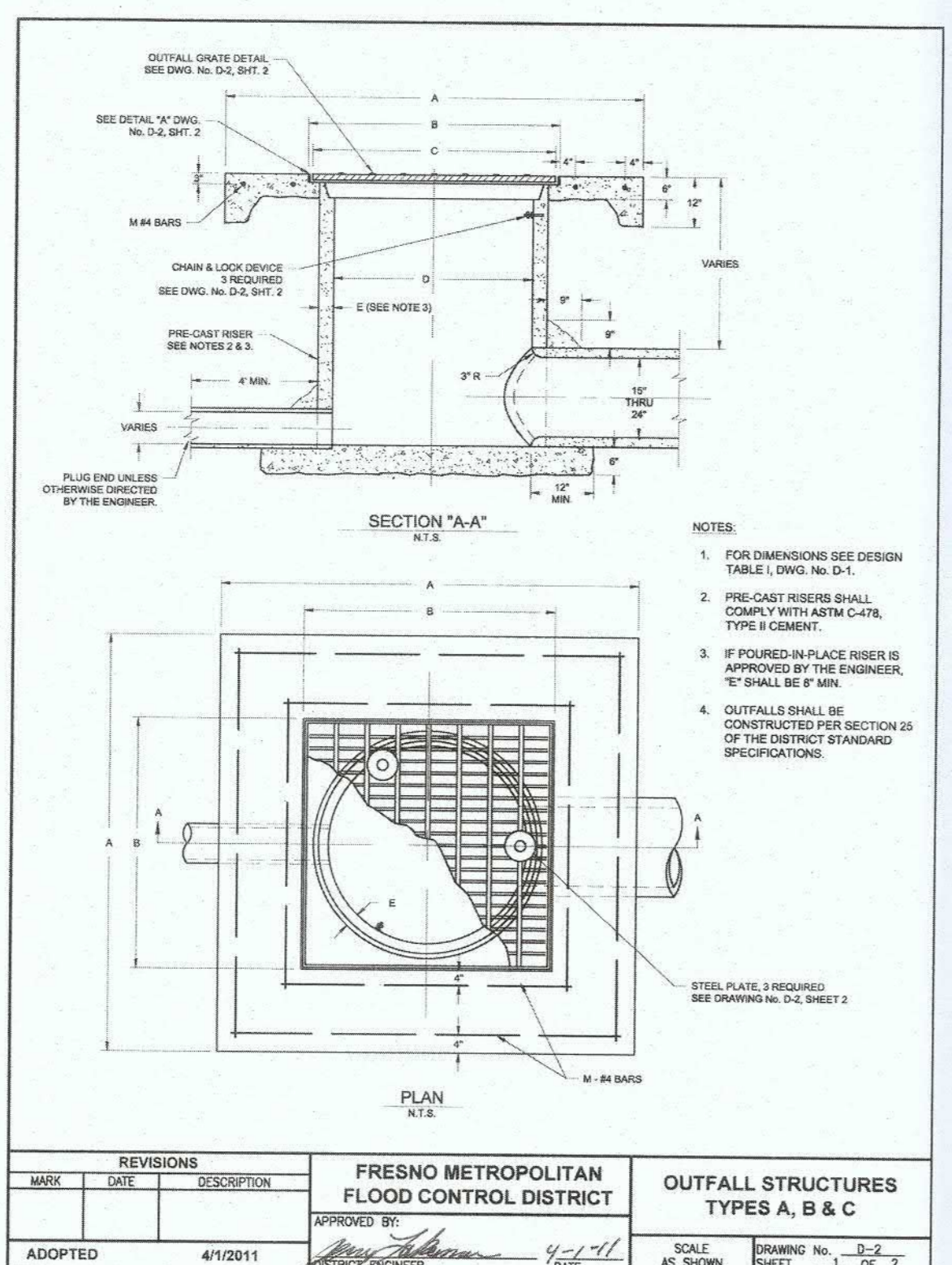
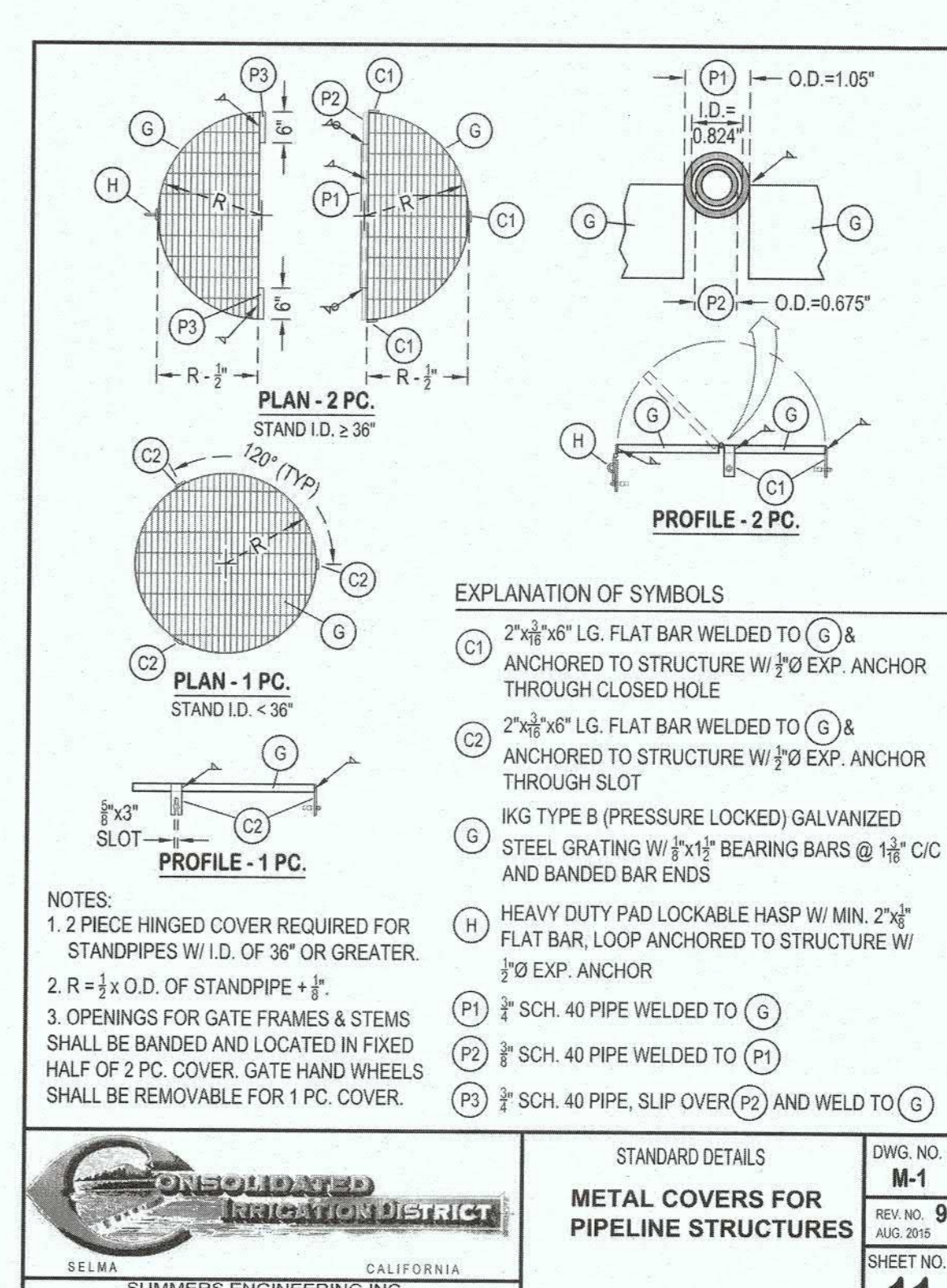
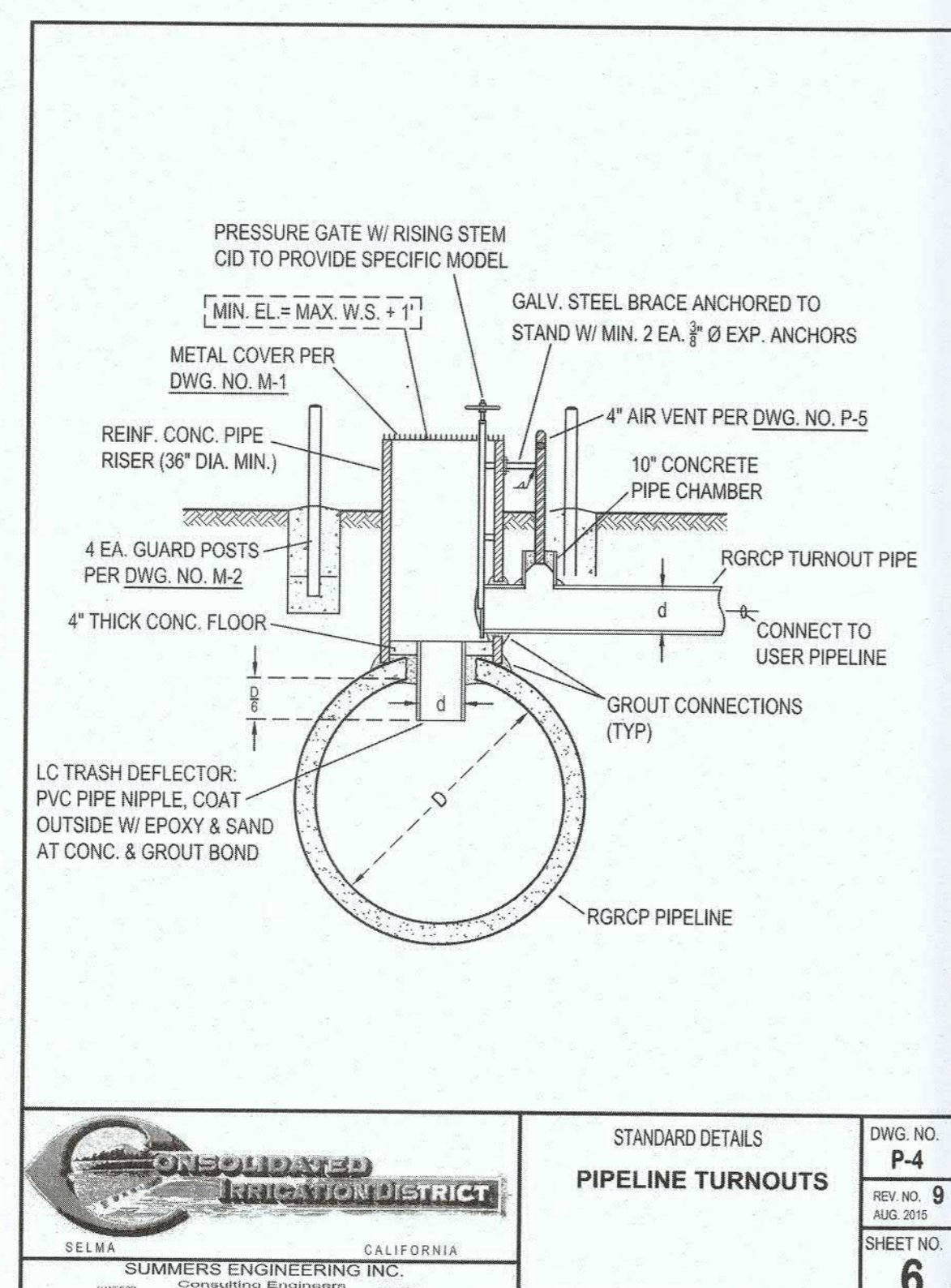
SECTION B-B TURNOUT PIPELINE, FLOW METER VAULT, AND BAFFLE STANDPIPE

NOT TO SCALE



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CONSOLIDATED IRRIGATION DISTRICT		
PROJECT TITLE		TRACT 5952 -- KIRBY CANAL
SHEET DESCRIPTION		TURNOUT -- PLAN & PROFILE
SHEET NO.		4 OF 7



STRUCTURAL SPECIFICATIONS

GENERAL: ALL WORK SHALL CONFORM TO THE CONSOLIDATED IRRIGATION DISTRICT STANDARD PLANS AND STANDARD SPECIFICATIONS AND THE PROJECT SPECIFICATIONS.

EARTHWORK: EARTHWORK SHALL BE IN ACCORDANCE WITH THE CONSOLIDATED IRRIGATION DISTRICT STANDARD SPECIFICATIONS AND THE THE PROJECT GEOTECHNICAL INVESTIGATION REPORT BY TECHNICON ENGINEERING SERVICES INC., DATED JUNE 6, 2005.

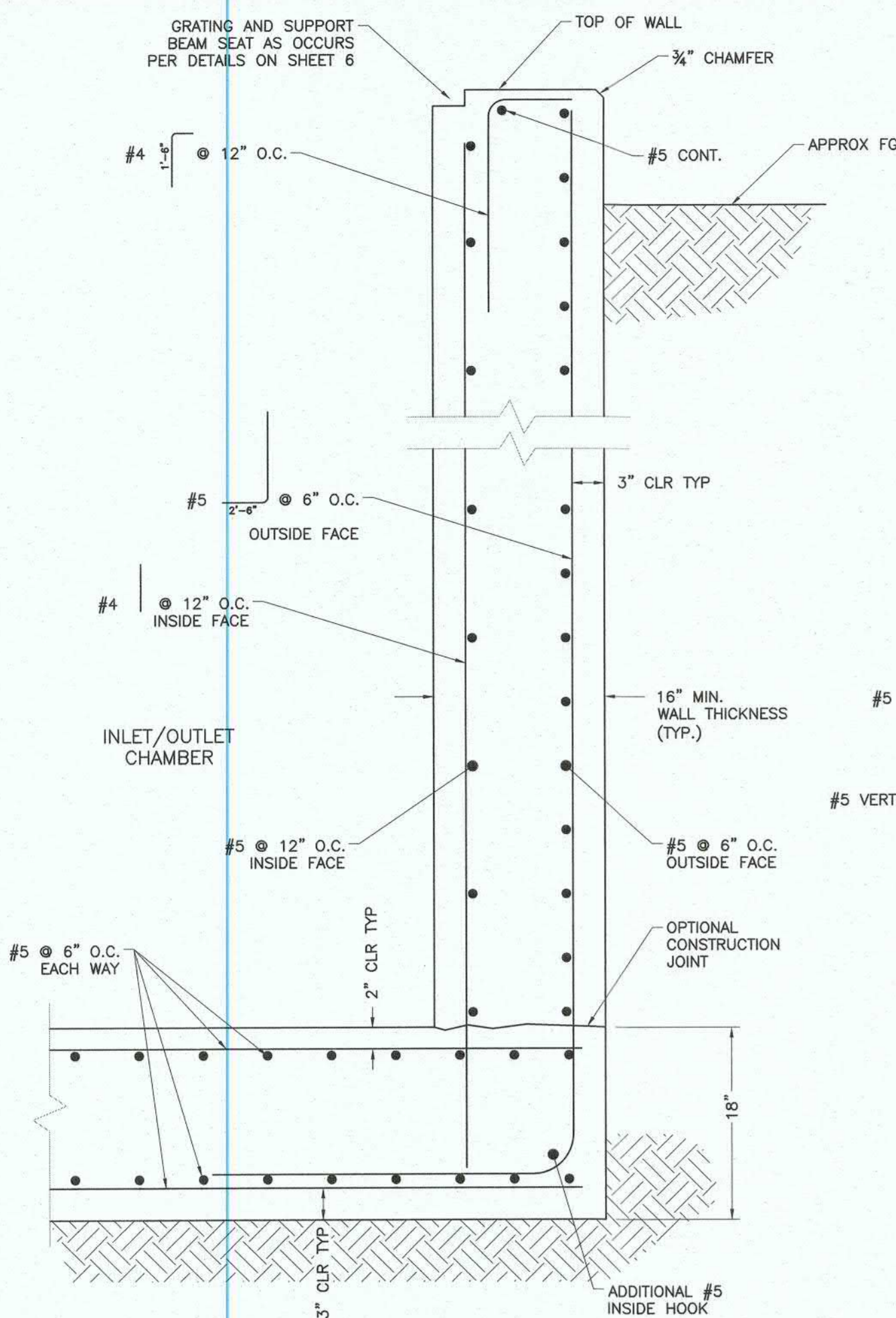
CONCRETE: CONCRETE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CONSOLIDATED IRRIGATION DISTRICT STANDARD SPECIFICATIONS AND THE CURRENT EDITION OF ACI 301 AND 318. CONCRETE SHALL BE READY-MIXED IN ACCORDANCE WITH THE CONSOLIDATED IRRIGATION DISTRICT STANDARD SPECIFICATIONS AND ASTM C94.

CONCRETE ELEMENT	MIN 28 DAY COMPRESSIVE STRENGTH (PSI)	MAX SIZE AGGREGATE (INCHES)	SLUMP (INCHES)	MAX. WATER WATER-CEMENT RATIO
INVERT SLAB	3000	1"	4"	0.50
TYPICAL WALL	3000	3/4"	4"	0.50

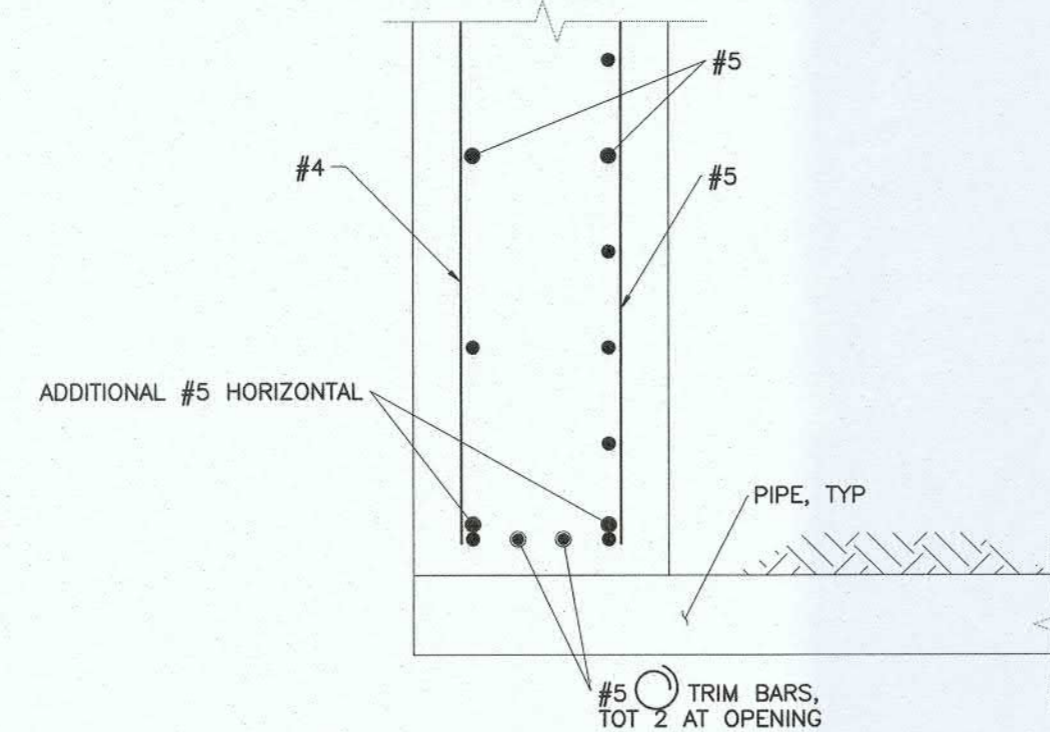
REINFORCING STEEL: BARS FOR REINFORCING SHALL BE GRADE 60 DEFORMED BARS CONFORMING TO ASTM A706 OR A615. LAP SPICES SHALL BE IN ACCORDANCE WITH ACI 318, CURRENT EDITION UNLESS NOTED OTHERWISE ON THE PLANS. BARS TO BE WELDED OR FIELD BENT SHALL CONFORM TO ASTM A706.

SHOP DRAWINGS: SHOP DRAWINGS FOR ENGINEER'S REVIEW WILL BE REQUIRED AS FOLLOWS:
 1. REINFORCING STEEL
 2. CONCRETE MIX DESIGN
 3. INLET/OUTLET STRUCTURES FALSEWORK

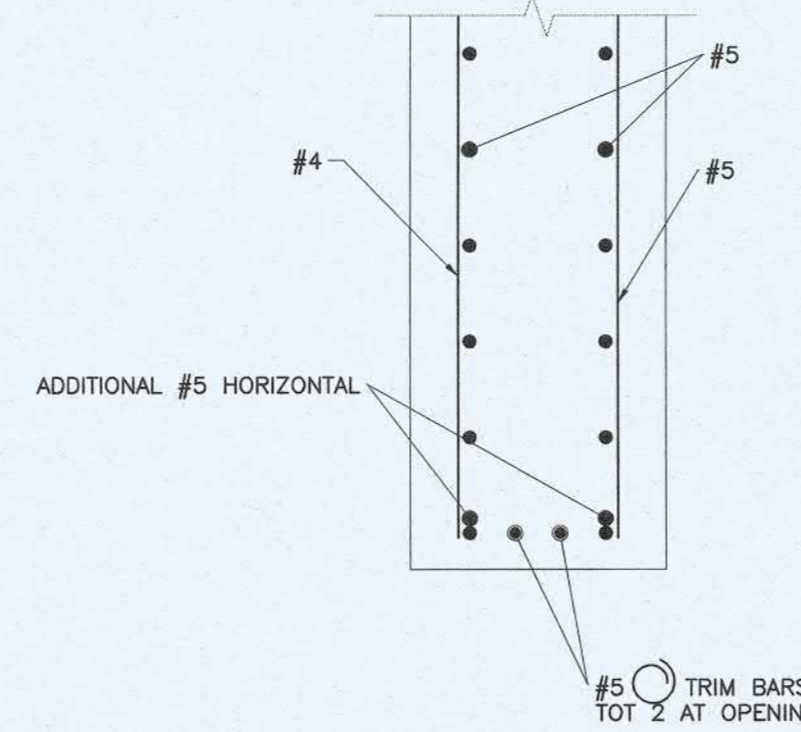
CONSTRUCTION LIABILITY: CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONSTRUCTION CONTRACTOR AND HIS SUBCONTRACTORS WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS; AND THE CONSTRUCTION CONTRACTOR AND HIS SUBCONTRACTORS FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.



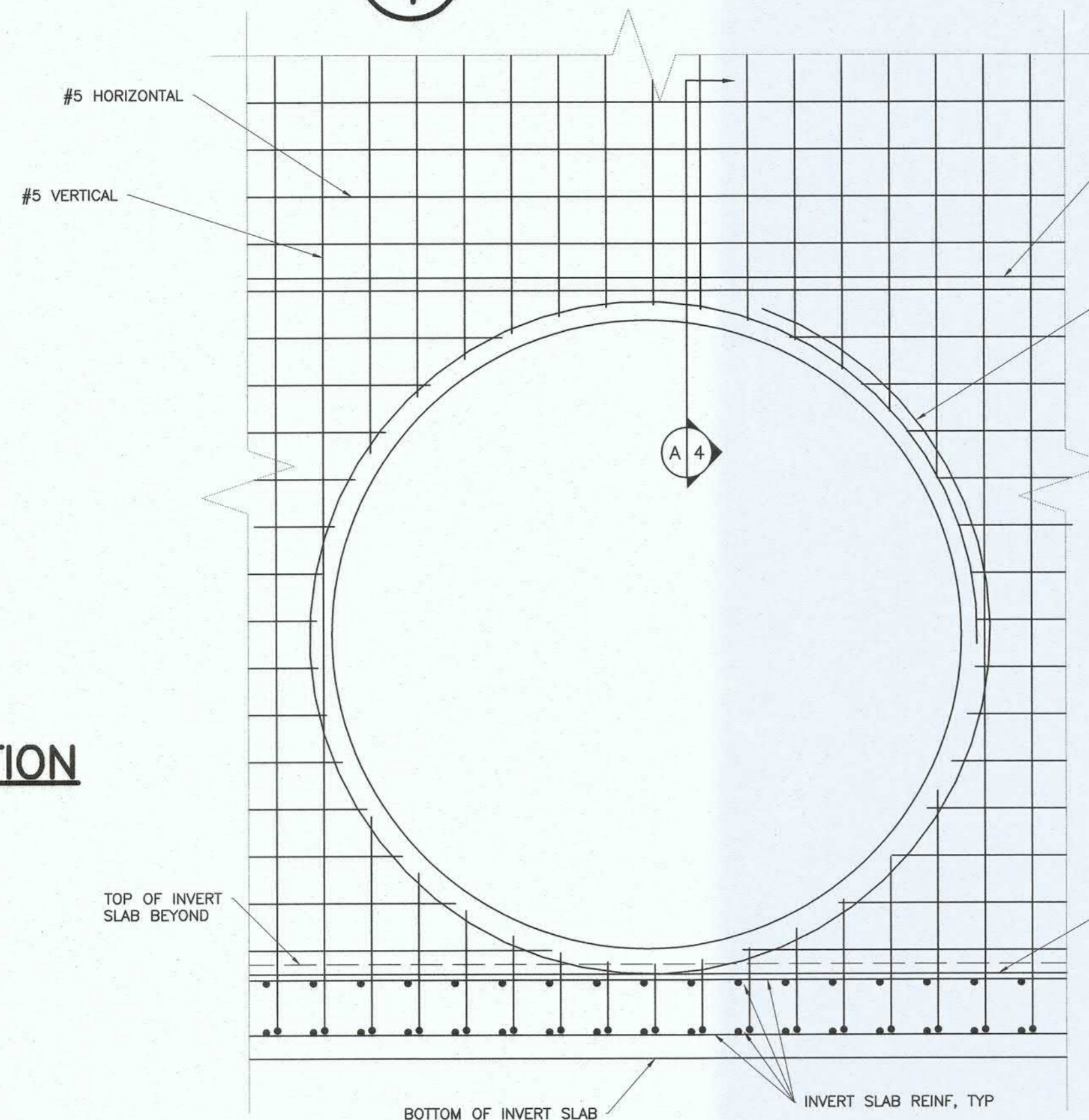
TYPICAL EXTERIOR WALL/INVERT SECTION



SECTION VIEW A

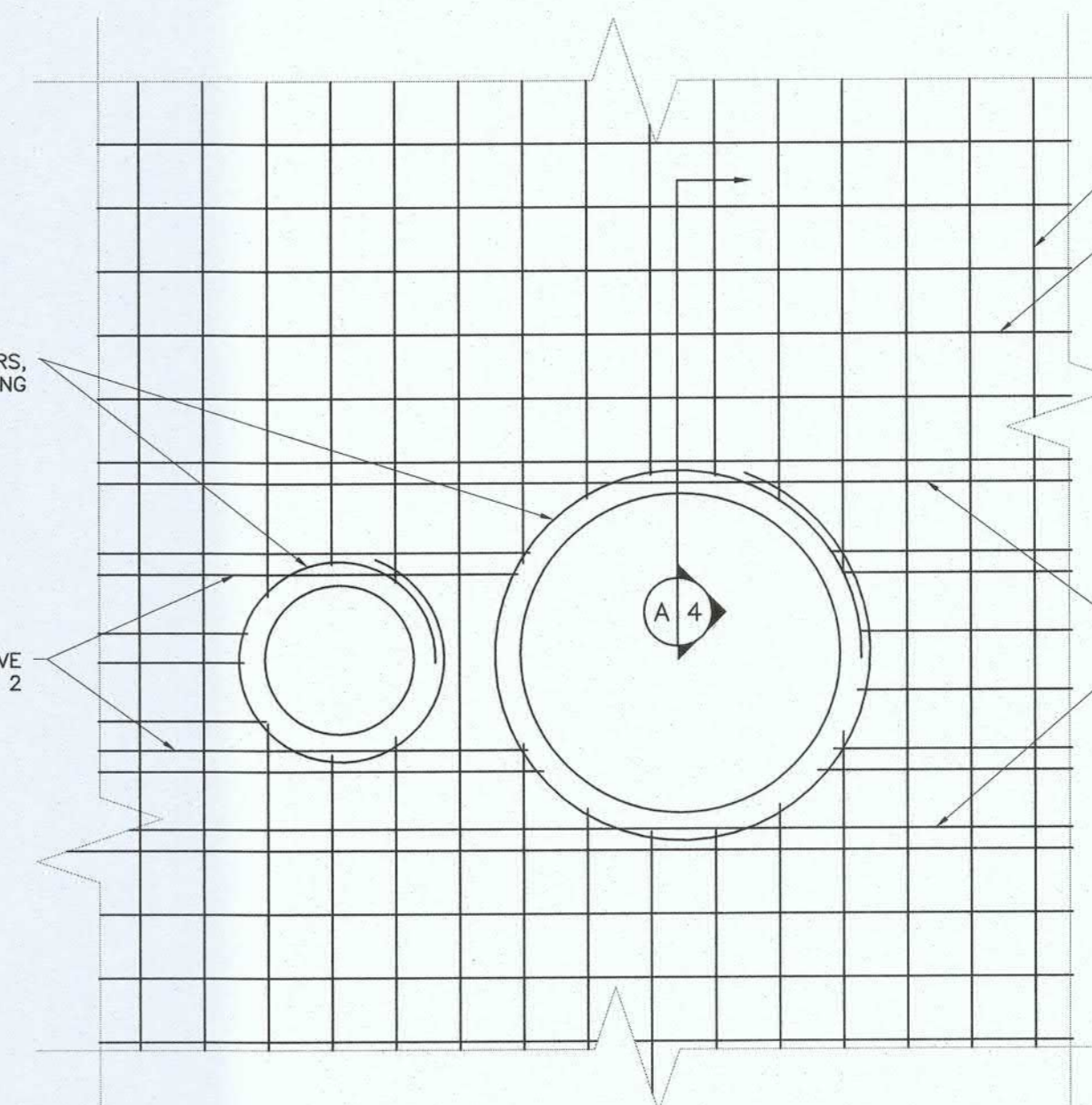


SECTION VIEW B



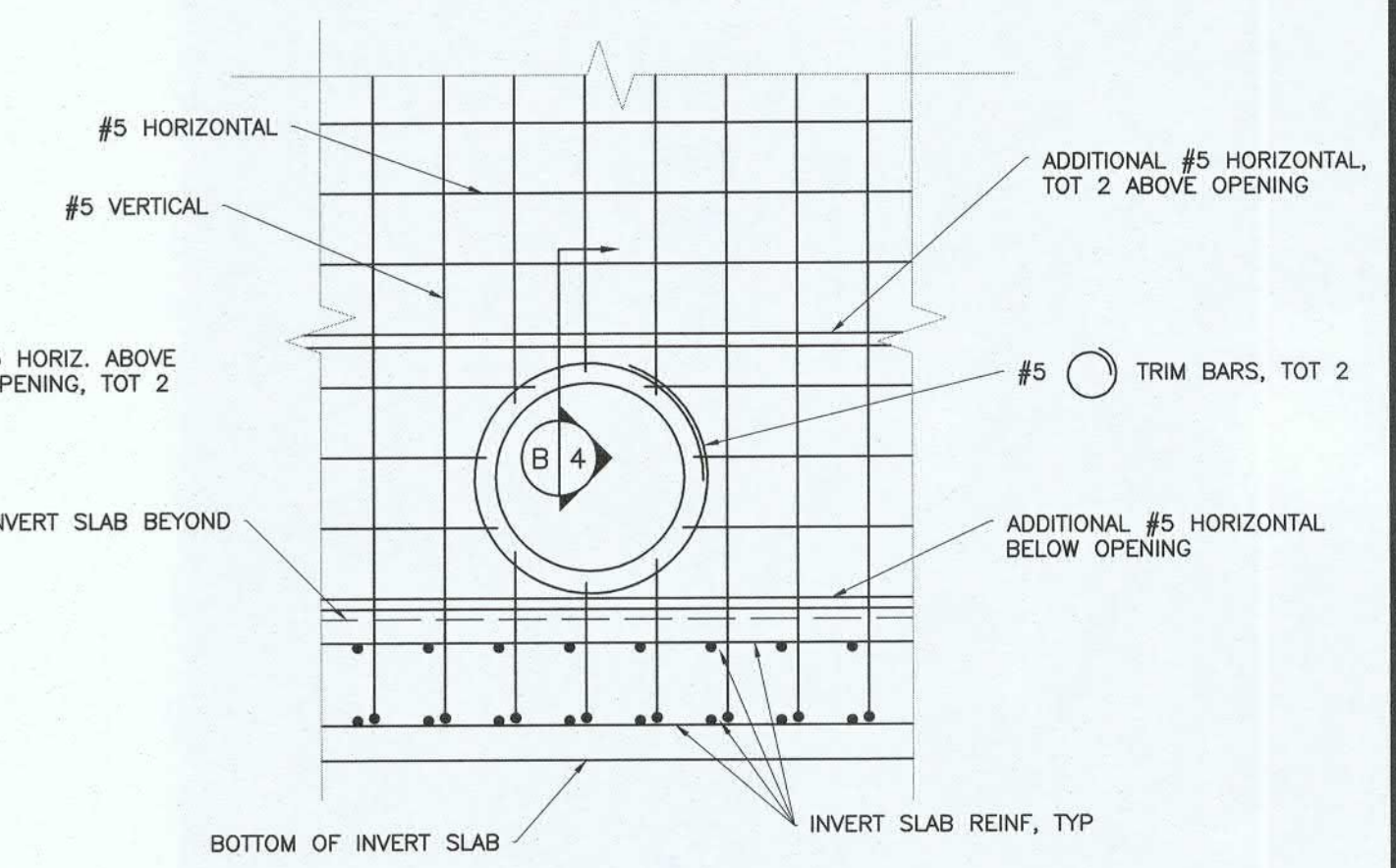
RGRCP WALL OPENING DETAIL

NOTES:
 1. FOR INVERT SLAB DETAILS NOT SHOWN, SEE TYPICAL EXTERIOR WALL/INVERT SECTION.
 2. FOR PIPE LOCATION AND DETAILS, SEE CID PIPELINE - PLAN & PROFILE SHEET



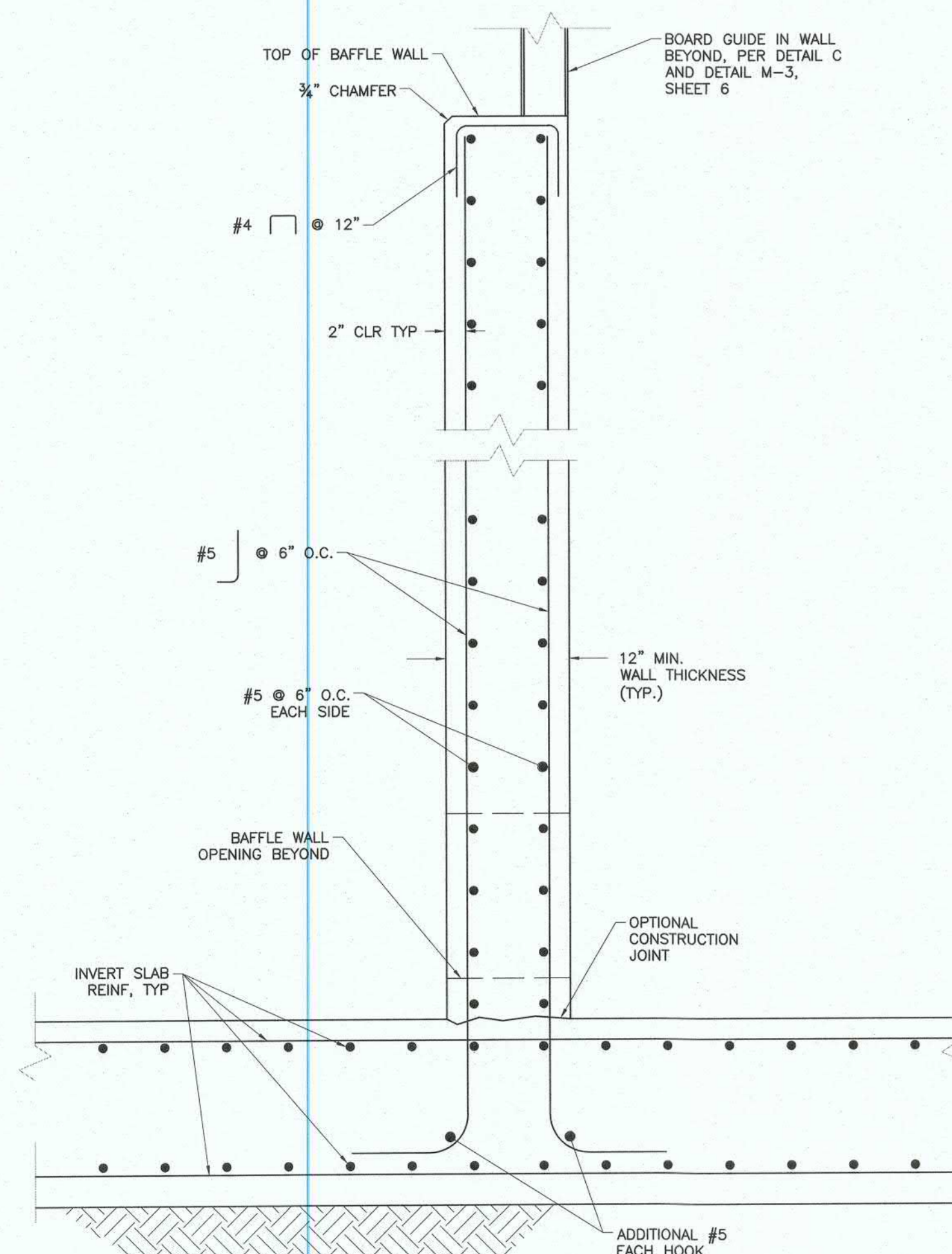
TURNOUT PIPE OPENING DETAIL

NOTES:
 1. FOR INVERT SLAB DETAILS NOT SHOWN, SEE TYPICAL EXTERIOR WALL/INVERT SECTION.
 2. FOR PIPE LOCATION AND DETAILS, SEE CID PIPELINE - PLAN & PROFILE SHEET



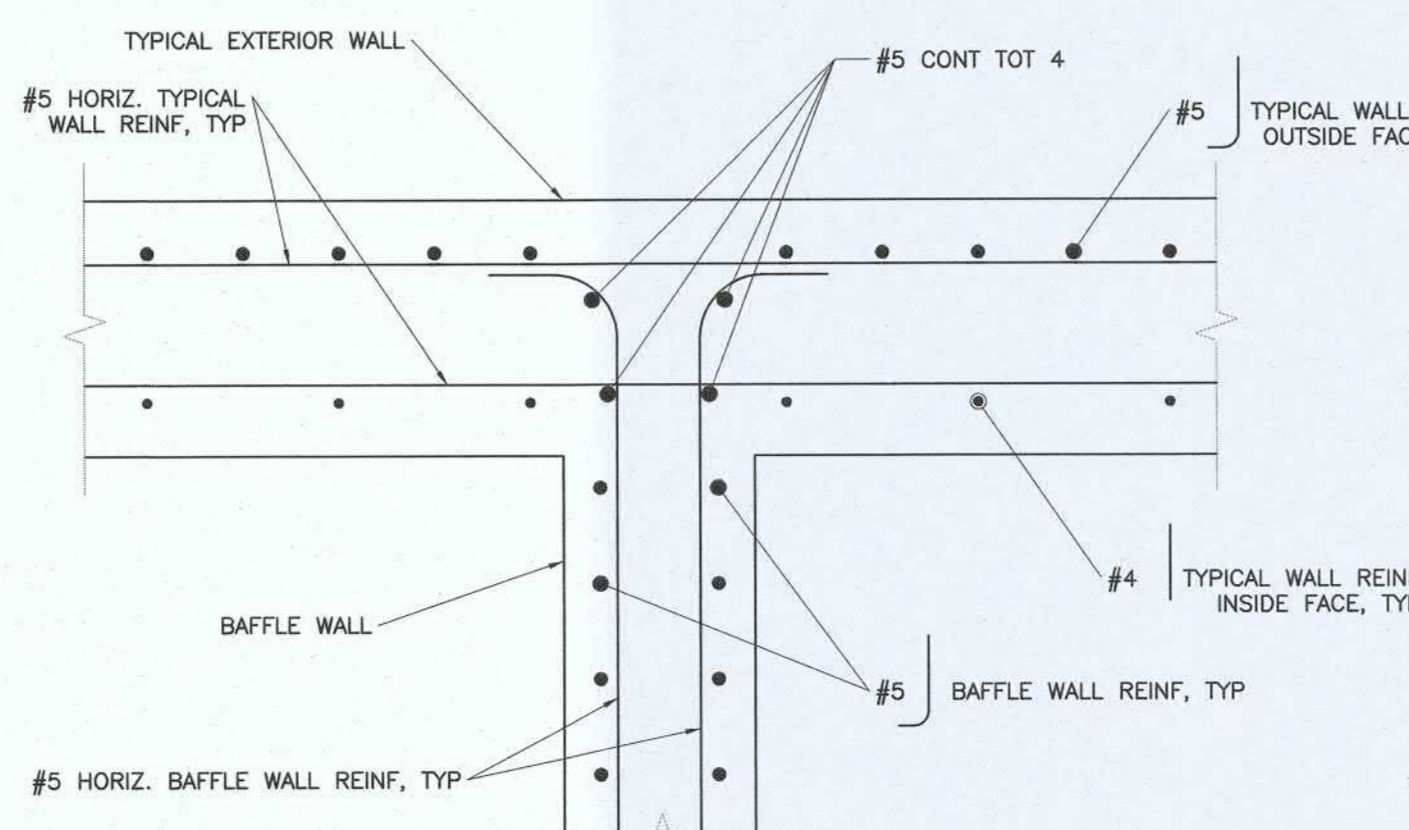
BAFFLE WALL OPENING DETAIL

NOTES:
 1. FOR INVERT SLAB DETAILS NOT SHOWN, SEE TYPICAL EXTERIOR WALL/INVERT SECTION.
 2. BAFFLE WALL OPENING TO BE CENTERED ALONG THE BAFFLE WALL LENGTH. FOR OPENING INVERT ELEVATION AND DETAILS, SEE CID PIPELINE - PLAN & PROFILE SHEET.

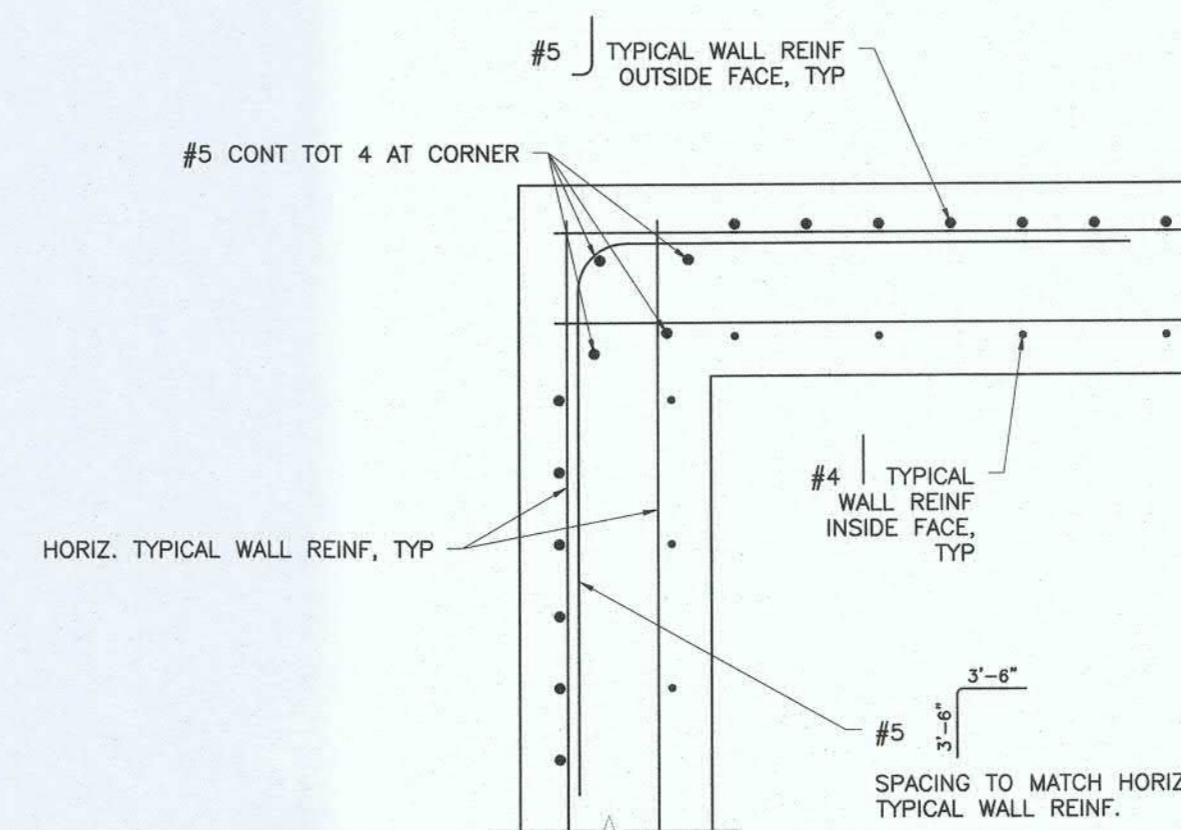


BAFFLE WALL TYPICAL SECTION

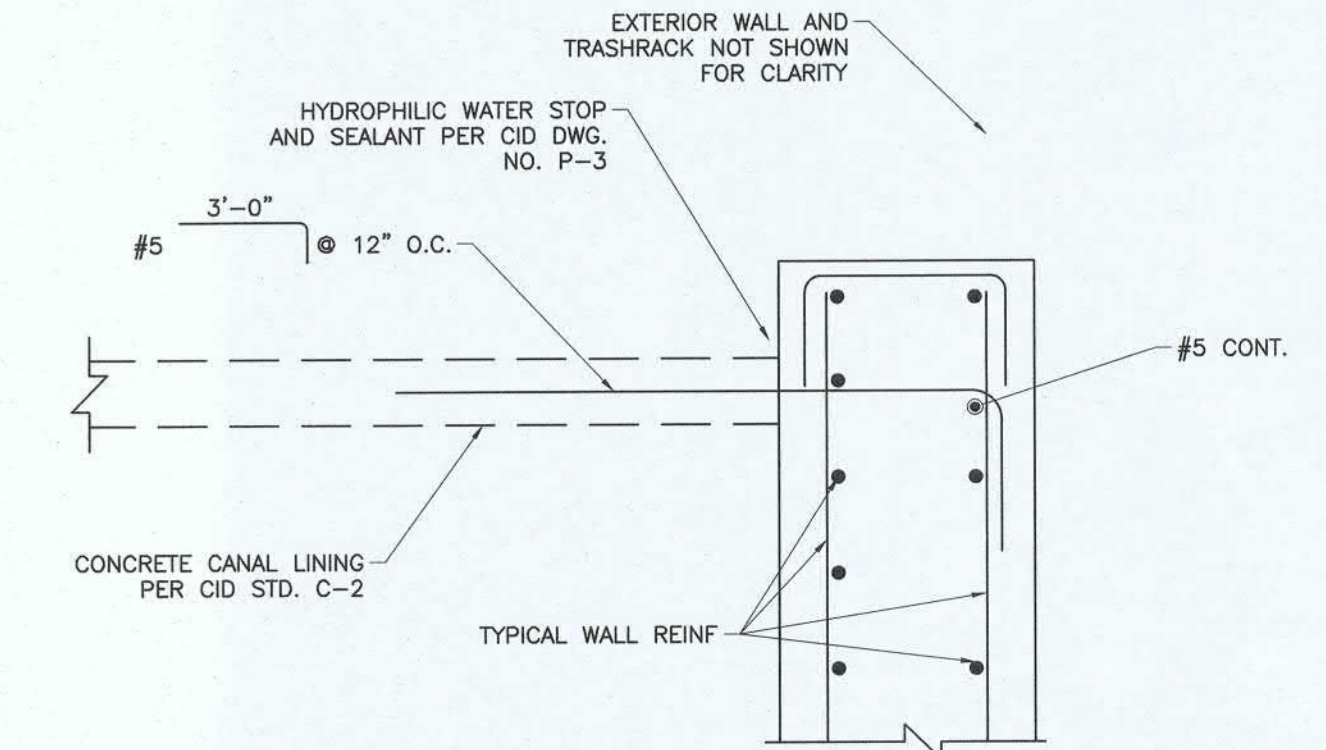
NOTE:
 FOR INVERT SLAB DETAILS NOT SHOWN, SEE TYPICAL EXTERIOR WALL/INVERT SECTION



BAFFLE WALL TO EXTERIOR WALL DETAIL



TYPICAL WALL CORNER DETAIL



NOTE:
 1. JOINT AT OUTLET STRUCTURE SHOWN. JOINT AT INLET STRUCTURE SIMILAR.

DETAIL A



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CONSOLIDATED IRRIGATION DISTRICT		
PROJECT TITLE		TRACT 5952 - KIRBY CANAL
SHEET DESCRIPTION		INLET & OUTLET STRUCTURE DETAILS
SHEET NO.		7 OF 7

**Consolidated Irrigation District Board of Director's Meeting
July 13, 2022**

Directors Present

Earl Hudson, President
Ray Moles, Vice President
Tony Lewis
Tom Chandler

Directors Absent

Mitch Ritchie

CID Staff

Phil Desatoff
Mike Carbajal
Walter Frost
Tanya Ruiz

Others Present

Lauren Layne – Legal Counsel
Austin Hubbell – MEI
Mariana Alvarenga – Leadership Counsel
Perman Sihota – Landowner
Paul Sihota - Landowner
Roy Jimenez – County of Fresno
Lance Jackson – Landowner
Keith Nakayama – Landowner
Gerald Nakayama – Landowner
Mitch Ritchie – Landowner (via telephone)
Kam Boparai – Boparai Farms
Jerry Rai – Landowner
Nick Sihota – Landowner

Call to Order

Director Earl Hudson called the meeting to order at 1:43 P.M.

1. Public Comments

Nick Sihota, Landowner, stated he would like to receive a second irrigation turn during the current water run instead of the District putting the water in the recharge basins. He also stated the Ditchtenders do not answer their phones and would like the District to implement a similar water schedule to Fresno Irrigation District.

2. Additions to or Deletions from the Agenda

None.

3. Disclosure of Possible Conflict of Interest

There were no conflicts of interest identified.

4. Consent Calendar (Recommend Approval) – Review & Take Action

After discussion, it was M/S/C (unanimously with Director Ritchie absent), (Moles/Lewis), to approve all items on the consent calendar.

a. Approval of June 8, 2022, Board Meeting Minutes

The minutes of the June 8, 2022, regular Board meeting minutes were approved.

b. Approval of June 29, 2022, Special Board Meeting Minutes

The minutes of the June 29, 2022, special Board meeting minutes were approved.

c. Authorize Special Payroll Warrants for August 2022

Payment of three special warrants covering the payrolls for August 4, 2022, and August 18, 2022, for up to \$70,000 each, were approved.

d. Approval of June 2022 Accounts Payable

After discussion on select bills, the Board approved payment of the following bills totaling \$233,647.28.

Date	Num	Name	Amount
07/13/2022	ACH	CALIFORNIA WATER SERVICE	349.68
07/13/2022	ACH	CATERPILLAR FINANCIAL - MJD01415	109.56
07/13/2022	ACH	CID REVOLVING FUND	150.00
07/13/2022	ACH	COMCAST	153.54
07/13/2022	ACH	HOME DEPOT CREDIT SERVICES	611.70
07/13/2022	ACH	JOHN DEERE FINANCIAL - JD 5115	1,063.74
07/13/2022	ACH	John Deere Financial - JD450K	2,171.54
07/13/2022	ACH	PACCAR - 7181746	1,760.00
07/13/2022	ACH	PACCAR FINANCIAL	2,018.50
07/13/2022	ACH	PACIFIC GAS & ELECTRIC	2,882.78
07/13/2022	ACH	QUILL CORPORATION	676.84
07/13/2022	ACH	RAY MOLES	116.38
07/13/2022	ACH	SUNLIFE FINANCIAL	880.82
07/13/2022	ACH	TOM CHANDLER	235.10
07/13/2022	ACH	VERIZON	794.16
07/13/2022	ACH	VOYA	20,780.26
07/13/2022	ACH	WASTE MANAGEMENT	186.58
07/13/2022	ACH	WELLS FARGO - CREDIT CARD	2,746.03
07/13/2022	9198	ACWA/JPIA BOND	900.00
07/13/2022	9199	ACWA/JPIA HEALTH BENEFITS	73,249.17
07/13/2022	9200	ACWA/JPIA WORKERS COMP	9,473.20
07/13/2022	9201	BAKER, MANOCK & JENSEN	7,187.00

07/13/2022	9202	CALTRONICS BUSINESS SYSTEMS	137.10
07/13/2022	9203	CASTECH	90.00
07/13/2022	9204	CINTAS	1,299.76
07/13/2022	9205	COVERALL MOUNTAIN & PACIFIC (FRESNO)	337.00
07/13/2022	9206	EARL HUDSON	338.61
07/13/2022	9207	F. N. F ROLL OFF SERVICE	421.74
07/13/2022	9208	FASTENAL COMPANY	96.18
07/13/2022	9209	FRESNO FENCE CONNECTION	175.00
07/13/2022	9210	FRESNO OXYGEN	20.33
07/13/2022	9211	FRESNO VALVES & CASTINGS	5,918.47
07/13/2022	9212	FRESNO WIRE ROPE & RIGGING, INC	539.40
07/13/2022	9213	Gar Bennett, LLC	38.57
07/13/2022	9214	HERCULES INDUSTRIES, INC.	2,380.54
07/13/2022	9215	HOLT LUMBER	8,568.67
07/13/2022	9216	INNOVATIVE CONTROLS	862.50
07/13/2022	9217	Kan Ventures, Inc.	1,500.00
07/13/2022	9218	KINGS RIVER TRACTOR, INC.	750.98
07/13/2022	9219	Kings River Water Association 48003	3,547.71
07/13/2022	9220	KINGS RIVER WATER DISTRICT	204.16
07/13/2022	9221	KROEGER EQUIP & SUPPLY	180.63
07/13/2022	9222	LEE'S SERVICE	9,318.91
07/13/2022	9223	LES SCHWAB TIRE SERVICE	641.01
07/13/2022	9224	MARTINS CHEVROLET	108.91
07/13/2022	9225	METRO NETWORKS	1,109.50
07/13/2022	9226	Mitchel Ritchie	209.36
07/13/2022	9227	NAPA AUTO SUPPLY, INC.	2,066.10
07/13/2022	9228	NELSON'S ACE HARDWARE	512.36
07/13/2022	9229	O' REILLY AUTO PARTS	583.44
07/13/2022	9230	PAPE MACHINERY EXCHANGE	657.54
07/13/2022	9231	PROVOST & PRITCHARD CONSULTING GROUP	23,390.66
07/13/2022	9232	QUINN COMPANY	454.84
07/13/2022	9233	REDNECK TRAILER SUPPLY	38.40
07/13/2022	9234	Sagaser, Watkins & Wieland PC	2,640.00
07/13/2022	9235	SELMA FIRE DEPARTMENT	145.00
07/13/2022	9236	SELMA UNIFIED SCHOOL DISTRICT	18,098.54
07/13/2022	9237	SIGNMAX	658.22
07/13/2022	9238	SOMACH, SIMMONS & DUNN	1,687.50
07/13/2022	9239	SUMMERS ENGINEERING, INC	12,096.49

07/13/2022	9240	TERMINAL AIR BRAKE SUPPLY	114.87
07/13/2022	9241	TONY LEWIS	211.70
07/13/2022	9242	VALLEY AG WATER COMMITTEE	3,000.00
	TOTAL		233,647.28

e. Approval of June 2022 Accounts Receivable

The Accounts Receivable report for June 2022 was approved.

f. Approval of CID Monthly Budget Report as of June 30, 2022

The overall budget is currently at 39.41 percent spent for the year to date with 50.00 percent of the fiscal year completed.

g. Accept Financial Report as of June 30, 2022

1. General Fund

The General Fund account shows a balance of \$1,180,720.40 after the approval of the monthly warrants. A copy is attached to the original minutes.

2. Savings

A summary of the Consolidated Irrigation District's savings accounts with the Local Agency Investment Fund (LAIF), and the Fresno County Treasurer's Investment Pool (FCTIP), is attached to the original minutes.

h. Accept Common Use Agreement with City of Fowler for Kirby Pipeline

A Common Use Agreement was submitted by the City of Fowler for the Kirby Pipeline and was presented to the Board of Directors. The Common Use Agreement was approved by the Board.

5. Correspondence: Items for Board Action

a. Conflict of Interest Code

After discussion, it was M/S/C (unanimously with Director Ritchie absent), (Lewis/Moles) to accept the District's current Conflict of Interest Code and submit the 2022 Multi-Agency Biennial Notice.

a. Fresno County Special District Data Sheet

Secretary Ruiz stated the Fresno County Auditor-Controller/Treasurer-Tax Collector Division is requesting an updated Organization Data Sheet in which each Director will need to sign.

b. Update Fresno County Treasury Wire Authorization

After discussion, it was M/S/C (unanimously with Director Ritchie absent), (Lewis/Moles) to approve the updated Fresno County Treasury Wire Authorization form to remove Vivian Delgado and add Tanya Ruiz.

c. Update Local Agency Investment Fund (LAIF) Authorization

After discussion, it was M/S/C (unanimously with Director Ritchie absent), (Moles/Lewis) to adopt Resolution 2022-10 to update the LAIF authorization form.

d. Review miscellaneous correspondence for possible action

No further correspondence.

6. Manager's Report, Presentation of Items for Board Action, and Public Hearings

a. Water Report

Mr. Desatoff stated after the water run is completed and carrying over temperature control pool (TCP), the District will have 5,262 acre feet of Consolidated water in storage. Mr. Desatoff stated there will be approximately 10,341-acre feet of Church water in storage. After discussion, the Board of Directors directed staff to deliver the remaining CID entitlement into the ponds for groundwater recharge. The TCP requirement will be reached with the remaining Church water entitlement.

Mrs. Layne updated the Board about new water theft legislation. She stated Assembly Bill 2505 makes the theft of water a misdemeanor with a possible fine up to \$3,000.00. The Board of Directors would like to review the new law and add this item to the agenda for the next Board Meeting.

b. SGMA Update

There was no additional presentation as all in attendance were present during the GSA meeting.

c. Report of Land Acquisition Effort

Mr. Desatoff stated the offer submitted on a one-hundred-and-twenty-acre parcel located at Nebraska and Walnut has been accepted with a 120-day due diligence period. Mr. Desatoff stated there is a potential forty-acre parcel that will be discussed in closed session.

d. Projects Update

Mr. Desatoff stated the Fowler Switch Canal check structure below Jensen on Annadale needs to be replaced. Mr. Desatoff stated the engineers have provided three possible estimates to complete the project. The engineer has provided an estimate of \$1.25 million to complete replacement of the structure, installing

larger pipeline and improve driving area. The second estimate is \$565,000 for repair to the existing check structure and improve the columns. The third estimate is \$334,000 for repairing and resurfacing the current structure. The Board of Directors would like staff to bid the project with the three alternatives.

7. Board Reports

None.

At 2:51 p.m., the Board went into Closed Session.

8. Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel

Closed session conference with legal counsel pursuant to Government Code Section 54956.9(d)(1) related to existing litigation:

- a. *James Irrigation District v. KRWA, et al.* (Fresno County Case number 19CECG00769).
- b. *State Water Resources Control Board, Division of Water Rights, KRWA Petition for Change Re License No. 11521.*
- c. *State Water Resources Control Board, Petitions to Revoke or Revise the Declaration of Fully Appropriated Stream Systems with respect to the Kings River System.*
- d. *State Water Resources Control Board, Semitropic Improvement District of Semitropic Water Storage District v. Kings River Water Association et. al; Complaint in Support of Petition to Revise and/or Revoke Declaration of Fully Appropriated Stream System for the Kings River.*

9. Closed Session Pursuant to Government Code Section 54956.9(d)(2) – Conference with Legal Counsel

Conference with legal counsel related to significant exposure to and/or anticipated litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: (1 case)

10. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator

Closed session pursuant to Government Code Section 54956.8 related to real property negotiations.

Agency Negotiator: Phil Desatoff

Negotiating Parties: CID

Negotiating Terms and Price

11. 3:20 p.m. – End of Closed Session; Report from Closed Session

No reportable action.

12. Next Scheduled Meetings

The next regular meeting is scheduled for Wednesday, August 10, 2022, at 1:00 P.M., or immediately following the CKGSA meeting.

13. Adjournment

There being no further business to come before the Board, this regular meeting was adjourned at 3:21 p.m.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-H

REPORT TO THE CITY COUNCIL

November 1, 2022

FROM DAVID PETERS, City Engineer

SUBJECT

ACCEPT the FY 21-22 Streets Project

RECOMMENDATION

Staff recommend the City Council accepts the FY 21-22 Streets project and authorize the City Engineer to file the Notice of Completion.

BACKGROUND

The City Council previously awarded a contract to Bush Construction for the FY 21-22 Streets project at a regularly scheduled council meeting on June 7, 2022. The project improvements include removal and reconstruction of existing asphalt concrete pavement, construction of concrete ADA curb ramp and concrete valley gutter, storm drain inlet, striping and signage. The improvements were constructed on Main Street from 3rd Street to Adams Avenue and Vine Street from Golden State Boulevard and 4th Street. 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 \$486,979.93. 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 June 8, 2022 to satisfy CEQA requirements.

FISCAL IMPACT

Total project cost was \$486,979.93. This project was funded by Measure C.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- None



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-I

REPORT TO THE CITY COUNCIL

November 1, 2022

FROM DAVID PETERS, City Engineer

SUBJECT

APPROVE Resolution No. 2605 adopting Standard Plan M-18 pertaining to park design standards.

RECOMMENDATION

Staff recommends approving Resolution No. 2605 adopting Standard Plan M-18 pertaining to park design standards.

BACKGROUND

In July 2021, the City Council adopted Ordinance No. 2021-02 amending sections 3-8.01 through 3-8.11, of Chapter 8, of Title 3, of the Fowler Municipal Code to update the City's development impact fee ordinance for new development, adding new fee categories for public facilities, and amending Section 902 of the Fowler Subdivision Ordinance pertaining to park fees and dedication of land for parks.

This action determined that open space improvements would not be included in the City's development fee program nor would they be subject to reimbursement by the City. To ensure a minimum standard and consistency in park designs under this revised policy, staff has developed a park amenity matrix outlining facilities that are to be included in the park improvements based on the size of the open space development. As the park size increases, additional amenities are required.

Staff is requesting adoption of Standard Plan M-18 park amenity matrix for inclusion in the City's Improvement Standards.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is not a fiscal impact to the City since the action is only adoption of a standard for future improvement projects.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2605
- Standard Plan M-18

RESOLUTION NO. 2605

**A RESOLUTION ADOPTING REVISED PUBLIC WORKS DESIGN STANDARDS
FOR THE DESIGN OF PUBLIC INFRASTRUCTURE FACILITIES**

WHEREAS, the City of Fowler has previously utilized and adopted improvement standards for construction of public infrastructure facilities; and

WHEREAS, periodic revisions or additions to the improvement standards are necessary to ensure proper design, construction and function of streets, sanitary sewer and stormwater infrastructure and other public facilities; and

WHEREAS, standard plans M-18 has been developed to indicate park amenities required for various park sizes in the City of Fowler.

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

1. Effective immediately, Standard Plan M-18 is hereby adopted for inclusion in the City Improvement Standards.

The foregoing resolution of the City of Fowler was duly and regularly adopted by the City Council of the City of Fowler at a regular meeting held on November 1, 2022, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED:

Mark Rodriquez, Mayor Pro-Tem

ATTEST:

Angela Vasquez, Deputy City Clerk

Park Size (Acres)	Benches	BBQ	Drinking Fountain	Flatwork ¹	Turf ²	2-5 Playstructure	Picnic Tables
0-0.5	2	1	1	Yes	Yes	No	No
0.5-1.0	4	2	1	Yes	Yes	Yes	Yes
1.0-2.0	8	4	2	Yes	Yes	Yes	Yes
>2.0	10	6	2	Yes	Yes	Yes	Yes

Park Size (Acres)	5-12 Playstructure	Restroom	Trash Can	BB or Pickelball Court	Walking Path ³	Site Lighting ⁴	Additional Feature ⁵
0-0.5	No	No	2	No	No	No	No
0.5-1.0	Yes	No	4	No	No	No	No
1.0-2.0	Yes	Yes	6	Yes	No	Yes	Yes
>2.0	Yes	Yes	8	Yes	Yes	Yes	Yes

NOTES:

1. FLATWORK TO BE INSTALLED TO PROVIDE ADEQUATE ACCESS TO AMENITIES FROM ADJACENT SIDEWALK.
2. TURF TO BE INSTALLED OVER 50% OF PARK AREA.
3. WALKING PATH TO BE INSTALLED AND TRAVERSE ENTIRE PARK AREA WITH CONNECTIONS TO ADJACENT STREET SIDEWALKS.
4. SITE LIGHTING TO BE INSTALLED TO PROVIDE MINIMUM 0.5 FOOT-CANDLE AND MAXIMUM 2.0 FOOT-CANDLE OVER ENTIRE PARK AREA.
5. THIS FEATURE WILL INCLUDE A PAVILLION, WATER FEATURE, OR OTHER AMENITY AS APPROVED BY STAFF.
6. NUMBERS IN THE MATRIX ABOVE INDICATE NUMBER OF UNITS REQUIRED BY PARK SIZE.
7. ALL PARKS SHALL INCLUDE PARK MONUMENT SIGN AND BE NAMED AS DIRECTED BY THE CITY COUNCIL.

REVISIONS		CITY OF FOWLER PARK AMENITY MATRIX	STD No. M-18
OCT 2022			



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-J

REPORT TO THE CITY COUNCIL

November 1, 2022

FROM DARIO DOMINGUEZ, Public Works Director

SUBJECT

Actions pertaining to San Joaquin Air Pollution Control District (SJAPCD) Public Benefit Grant Program Agreement

- i. APPROVE Resolution No. 2606 amending the 2022-2023 Adopted Budget to reflect a budget amendment for the change in Sales Orders in the amount of \$20,118

RECOMMENDATION

Staff recommend the City Council take the above action.

BACKGROUND

In 2019 City Council Resolution 2442 authorized the purchase of 5 Electric Utility Vehicles (EUVs) through the SJAPCD Public Benefit Grant. The total cost of the 5 EUVs was \$100,000 and quoted through Zero Nox Inc. The Grant would reimburse the City up to \$20,000 per EUV.

Since then, the prices in these EUV's has increased significantly to a total of \$129,074. Staff was able to negotiate with ZeroNox Inc and brought the total down to \$120,118 reflecting the Sales Order change.

The total amount of the Sales Order change including taxes is \$20,118. The attached Budget Amendment reflects the increased budget amounts per EUV and where the appropriations would come from each department.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2606

RESOLUTION NO. 2606

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
APPROVING AND ADOPTING THE BUDGET AMENDMENT FOR THE STATE OF
CALIFORNIA AB178 FUND FOR FISCAL YEAR 2022/2023**

WHEREAS, the FY 2022/2023 Annual Budget reflects the City of Fowler's ongoing commitment to providing core services; and

WHEREAS, the FY 2022/2023 Annual Budget was approved by the City Council on June 7, 2022, by Resolution 2563, and any subsequent amendments must be approved by Resolution; and

WHEREAS, the budget amendment request attached hereto specifies the details of the increased cost for the 5 Electric Utility Vehicles

NOW, THEREFORE, BE IT RESOLVED, the Fowler City Council hereby resolves that the FY 2022/2023 budget be amended to reflect \$20,118 appropriations as described in the attachment hereto.

PASSED, APPROVED AND ADOPTED this 1st day of November 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 2606

Requested by: Margarita Moreno			
Account Numbers:		Fund Name Description	
Revenues:		Increase	Decrease
Appropriations:			
5000-5720	Vehicles-1 E-Cart Water	\$6,312	
6260-5720	Vehicles-1 E-Cart Parks	\$6,312	
5000-5720	Vehicles-1 ION E Cart Water	\$2,498	
6200-5720	Vehicles-1 ION E-Cart Streets	\$2,498	
6200-5720	Vehicles-1 ION E-Cart Streets	\$2,498	

Reason(s) for Budget Amendment:

To align the expenses and revenues for of FY 2022/2023 budget, staff is requesting budget amendments to the following funds:

- To appropriate funding for the increased cost from general fund of \$11,308 and water fund of \$8,810 for the 5 electric utility vehicles

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: 9-Bi

REPORT TO THE CITY COUNCIL

November 1, 2022

FROM DARIO DOMINGUEZ, Public Works Director

SUBJECT

APPROVE an agreement with Provost & Pritchard Consulting Group in the amount of \$453,531 to provide design and construction phase services for Well 9.

RECOMMENDATION

Staff recommends the City Council approve the above proposed action.

BACKGROUND

City Staff solicited a Request for Qualifications for "Design and Engineering Services for Water Well No. 9." The goal of this solicitation was to find a highly qualified firm to provide engineering services for development of a new municipal water well site at the corner of South Avenue and Stanford Avenue.

Three proposals were submitted. After evaluating the proposals staff determined Provost & Pritchard Consulting Group to be the most qualified to perform the work. The decision was based on Provost & Pritchard's extensive experience with water well development in the Central Valley and familiarity with City staff and standards.

This action will authorize Provost & Pritchard to begin design work on the project which will include partially filling the existing drainage basin, development of a test well, and development of a municipal well and associated site improvements.

ENVIRONMENTAL REVIEW

This action will allow the Consultant to perform an environmental document in accordance with the California Environmental Quality Act.

FISCAL IMPACT

The project is funded through a \$3.7M California Department of Water Resources Small Community Drought Relief Program grant.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Agreement
- Provost & Pritchard Proposal

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 Provost & Pritchard Engineering Group, Inc. d.b.a. Provost & Pritchard Consulting Group ("Vendor"), a California Corporation, with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the last date indicated below ("Effective Date").

RECITALS

- A. City desires to engage the services of a qualified vendor for design and engineering services for a new Water Well No. 9 ("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 December 31, 2024, 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 Four Hundred Fifty Three Thousand five hundred thirty one Dollars (\$453,531) in accordance with the fee proposal included in Exhibit A.

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 and hold the City, its officials, officers, employees, and agents 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.

**PROVOST & PRITCHARD
CONSULTING GROUP**


Matthew W. Kemp
Chief Strategic Officer

Date: 10/26/2022

455 W. Fir Ave
Clovis, CA 93611
(559) 449-2700

CITY OF FOWLER

Wilma Tucker
City Manager

Date: _____

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

**EXHIBIT A
PROPOSAL AND
SCOPE OF SERVICES**

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, and agents.

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, and agents 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, and agents. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and agents 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) 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

EST. 1968

PROVOST &
PRITCHARD

CONSULTING GROUP

An Employee Owned Company

PROPOSAL

DESIGN AND ENGINEERING SERVICES FOR THE NEW WATER WELL NO. 9

CITY OF FOWLER

AUGUST 12, 2022



CITY OF FOWLER

DESIGN AND ENGINEERING SERVICES FOR THE NEW WATER WELL NO. 9

Proposal

August 12, 2022

Prepared for:

CITY OF FOWLER

128 S. Fifth Street
Fowler, CA 93625
Attn: Dario Dominguez

Submitted by:

PROVOST & PRITCHARD CONSULTING GROUP

455 W. Fir Ave
Clovis, CA 93611
Phone: (559) 449-2700
Fax: (559) 449-2715

www.provostandpritchard.com

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August 12, 2022

City of Fowler
Attn: Dario Dominguez
128 S. Fifth Street
Fowler, CA 93625

RE: Design and Engineering Services for New Water Well No. 9

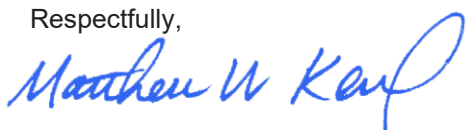
Mr. Dominguez:

Provost & Pritchard Consulting Group (Provost & Pritchard) understands that the City of Fowler (City) is looking for a qualified consultant to provide professional engineering and design services for City's New Water Well No. 9. We understand the City has received grant funding from the Department of Water Resources for this project. Provost & Pritchard prepared the Small Community Drought Relief Program grant application and we are ready to continue assisting the City through design and construction. We believe Provost & Pritchard is uniquely qualified to provide services required for successful implementation. The enclosed proposal package, demonstrates that the following key attributes make our firm the most qualified to ensure your project is successful:

- **Project Knowledge through Grant Application Preparation.** Having prepared the grant application for the Well No. 9 project, we are already familiar with the scope of work and project requirements. Our background knowledge will make it possible for us to seamlessly continue work on the planning and design phase through construction. We have successfully helped many communities obtain grant funding through the Department of Water Resources (DWR) Emergency Drought Program and are actively assisting with implementation of those projects. We are familiar with DWR requirements and will ensure the project deliverables meet all funding requirements. We can also assist the City with grant administration, such as preparing reimbursement requests, if those services are required.
- **Familiarity with City of Fowler Groundwater Wells.** Provost & Pritchard completed a 1,2,3-Trichloropropane (TCP) Mitigation Feasibility Study for the City of Fowler water supply wells and we are in the process of designing treatment facilities for the City's Well No. 7.
- **Local groundwater expertise.** Provost & Pritchard, through a team led by Heather Bashian, prepared the Groundwater Sustainability Plan (GSP) for South Kings Groundwater Sustainability Agency, of which the City of Fowler is a member. Ms. Bashian will contribute her ongoing knowledge and understanding of shifting requirements to help the City's new well proceed from design through construction as seamlessly as possible, including navigating the new GSA review requirements.

If you have any questions, or if you would like any additional information as you review our qualifications, please contact Project Manager Matt Kemp, PE or Principal-in-Charge Heather Bashian, PE at (559) 449-2700, or the email addresses listed below. We look forward to meeting with you to further discuss how Provost & Pritchard can provide these required services for the City of Fowler.

Respectfully,



Matthew W. Kemp, PE
Project Manager
mkemp@ppeng.com



Heather Bashian, PE
Principal-in-Charge
hbashian@ppeng.com

FIRM DESCRIPTION

In 1968, Provost & Pritchard Consulting Group began a tradition of engineering excellence in the San Joaquin Valley. Over the last 54 years, Provost & Pritchard has grown in size, services offered, and geography with eight office locations in Clovis, Bakersfield, Visalia, Modesto, Los Banos, Sacramento, Chico and Sonora, California. With more than 230 employees, our staff is diverse in their specialties, including civil engineering, water and wastewater specialists, hydrogeologists, grant writers, environmental planners, biologists, environmental specialists, city and land use planners, land surveyors, construction managers and field representatives, and support personnel.

ORGANIZATIONAL CHART

A group of qualified professionals have been assembled to provide the City of Fowler with design and engineering services for the site and facilities improvements for Well No 9.

Summaries of each individual's resume including education, credentials, and similar project experience, are included in the Key Staff Resumes section below.



TEAM LICENSES/CERTIFICATIONS AND AVAILABILITY

The following list represents the team available to serve the City of Fowler on this project.

Name	Title	Project Role/Area of Responsibility	California Licensure	Office Location	Availability
Provost & Pritchard Consulting Group					
Matthew Kemp, PE	Principal Engineer	Project Manager/Project Engineer	Civil Engineer #66088	Clovis	30%
Heather Bashian, PE	Director of Operations/ Principal Engineer	Principal-in-Charge; local Groundwater Sustainability Agency (GSA) coordination	Civil Engineer #73075	Clovis	15%
Stephen Spencer, PE	Principal Engineer	QA/QC	Civil Engineer #54634	Clovis	30%
Herb Simmons, PE	Principal Water Resources Engineer	Well Design	Civil Engineer #47854	Visalia	30%
Bryan Bowers, PLS	Land Surveyor	Land Survey	Professional Land Surveyor #8469	Clovis	30%
Amy Wilson	Senior Planner	Environmental Compliance/CEQA		Visalia	30%
Dena Giacomini	Principal Planner/ Biologist	Biological Resource Studies		Bakersfield	30%
Pezzoni Engineering, Inc. – Electrical Engineering					
Kevin Pezzoni, PE	President	Electrical Engineering	Electrical Engineer #16269	Modesto	25%
BSK Associates – Geotechnical Engineering					
Neva Popenoe, PE, GE	Project Manager/ Geotechnical Engineer	Geotechnical Engineering	Geotechnical Engineer #3024 Civil Engineer #73818	Fresno	30%
Tolleman Gorham, EIT	Staff Engineer II	Geotechnical Services	Engineer-in-Training	Fresno	30%
ASM Affiliates – Cultural Resources					
Peter A. Carey, M.A., RPA	Director/Principal Investigator	Cultural Resources	Registered Professional Archeologist	Tehachapi	15%

COMPANY RESOURCES PROXIMITY

Fowler City Hall is located just 20 miles from our Clovis office, and 33 miles from our Visalia office.

QUALIFICATIONS & PROJECT APPROACH

WELL EXPERTISE

Provost & Pritchard has a long history of assisting communities throughout the Central San Joaquin Valley developing new municipal groundwater supply wells. The graphic to the right represents a list of recent Well projects engineered by Provost & Pritchard staff.

Our firm has provided services ranging from grant writing, hydrogeologic studies, environmental compliance documents, design and construction documents, administering contractor bid solicitations, and providing management and engineering services during well construction. Well projects have included test hole drilling and sampling, pilot hole / production well construction, design of well site improvements and water treatment facilities. Select projects from the graphic on the right are highlighted in detail below.

RECENT PROJECT EXPERIENCE

WELL 7 TCP MITIGATION PROJECT

CITY OF FOWLER, CA

Provost & Pritchard completed a TCP Mitigation Feasibility Study for the City of Fowler water supply wells. This project involves the design of a granular activated carbon treatment plant for a single contaminated well site. Due to inadequate space at the well site, the treatment plant for this well will be located remotely within farmland purchased by the City, along with an easement for raw and treated water transmission pipelines tying into the existing system. The treatment plant will be enclosed by a masonry block wall with several gates allowing for ease of access to the onsite GAC vessels, chemical enclosure, and drainage basin.

WATER SUPPLY WELL

MALAGA COUNTY WATER DISTRICT

FRESNO COUNTY, CA

Provost & Pritchard was responsible for the design and construction review of a new water supply well and distribution pipeline, coordinated the construction of a test well, and conducted a hydrogeological analysis and site acquisition for the Malaga County Water District. The well included a capacity of 1,500 gallons per minute, variable speed drive, standby power, 10,000-gallon hydropneumatic tank, 868 linear feet of 14-inch pipeline, and appurtenances. The project also included amending the District's water supply permit.

RECENT WELL PROJECTS

Malaga County Water District
Well Nos. 3A and 5A

City of Hanford
Well No. 50

Armona Community Services District
Well No. 3 with Treatment Plant for Arsenic Removal

Okieville Highland Acres Mutual Water Company,
Emergency Water Supply Project

Riverdale Public Utility District
Well Nos. 6 and 7 (Arsenic Avoidance Project)

Caruthers Community Services District
Well No. 6 with Treatment Plant for Arsenic Removal

Caruthers Community Services District
Well No. 7

Richgrove Community Services District
New Well and Storage Tank

Pixley Public Utility District
New Well Nos. 5 and 6 (Arsenic Avoidance Project)

Teviston Community Services District
Well Replacement Project

Root Creek Water District
Municipal Well 6

California State University Fresno
Well No. 7 with On-site Sodium Hypochlorite Generation

City of Madera
New Well No. 38

City of Mendota
Well No. 10 and Water Main Extension

Tranquillity Irrigation District
Municipal Well Nos. 8 and 9

Saucelito School District
New Well and Storage Tank



Water Well 38 Design, Lane Engineers
City of Madera, CA

WATER WELL 38 DESIGN LANE ENGINEERS/CITY OF MADERA MADERA, CA

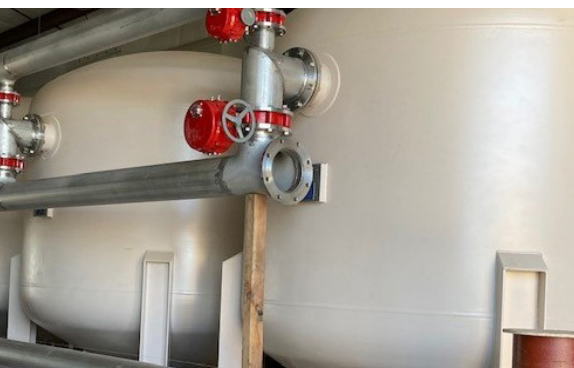
Provost & Pritchard prepared plans, specifications, and estimates for the design of a new water supply well to serve a new commercial development and will be owned and operated by the City of Madera. The design included new 1,500 gpm well pump, motor, controls, emergency backup generator, chlorination building, chlorination system and connecting piping to the City's water system. Many of the City's existing wells had DBCP and EDB contamination issues so, as part of the project, Provost & Pritchard evaluated multiple water producing aquifers during the drilling process to avoid water treatment through the use of zone sampling. Provost & Pritchard provided construction management during the well drilling and testing phase in order to coordinate the zone sampling and well design activities and provide final pump design recommendations.

PROJECT HIGHLIGHTS:

... includes drilling a new well, well site facilities, and a raw water pipeline that will deliver raw water to the Well No. 6 site for treatment and/or blending.

NEW WELL NO. 7 CARUTHERS COMMUNITY SERVICES DISTRICT FRESNO COUNTY, CA

Provost & Pritchard prepared a grant application through the State Water Resources Control Board (SWRCB) for a planning grant to evaluate a new well (Well No. 7) for the Caruthers Community Services District. The District was awarded a Proposition 1 Drinking Water Planning Grant, which included preparation of a preliminary engineering report, development of a hydrogeologic study, and coordination with the Caruthers Unified School District to develop an option agreement for purchase of property for the new well site. The project also included drilling of a test well, evaluation of test well results, development of environmental compliance documents, and design of a new well and well site facilities. Construction funding was subsequently granted through the SWRCB. The construction project began in April 2022, and includes drilling a new well, well site facilities, and a raw water pipeline that will deliver raw water to the Well No. 6 site for treatment and/or blending.



Well No. 6 and Water Treatment Plant, Caruthers
Community Services District – Fresno County, CA

WELL NO. 6 AND WATER TREATMENT PLANT CARUTHERS COMMUNITY SERVICES DISTRICT FRESNO COUNTY, CA

Provost & Pritchard completed a planning funding application to address arsenic constituents in the water supply of Caruthers Community Services District. The project was funded through Proposition 84. Initial stages of the project included design and construction review of a test well. The project ultimately included design and construction management of the new well (Well No. 6), a 1.2 MG water storage tank, a water transmission main from Well No. 5 to the Well No. 6 site, a booster pumping station, and pilot testing of arsenic treatment suppliers and identification of the preferred treatment method. Provost & Pritchard completed a funding application for construction funds to construct the water treatment plant. The water treatment plant construction is expected to be complete and the improvements operational by Fall 2022. The ongoing work includes construction review and support services.



Deep Water Supply Well No. 6, Riverdale Public Utility District – Fresno County, CA

DEEP WATER SUPPLY WELL NOS. 6 AND 7 RIVERDALE PUBLIC UTILITY DISTRICT

FRESNO COUNTY, CA

The Riverdale Public Utility District’s existing wells were out of compliance with the Maximum Contaminant Level (MCL) for arsenic. Provost & Pritchard was responsible for design, environmental documents and construction management of new groundwater supply wells to replace wells contaminated with arsenic. Pilot holes were drilled to 2,000 feet deep at each of the District’s well site to conduct zone sampling and testing. The final wells were constructed approximately 1,800 feet deep with perforated casing at the bottom 200 feet. Arsenic levels were below the MCL for arsenic and no treatment was required. Well capacities ranged from 1,000 to 1,350 gallons per minute. Future treatment options were evaluated and space for future treatment facilities was incorporated into each site design. Well site facilities included well pumps, site piping, a 360,000-gallon bolted steel storage tank, a booster pump station, variable frequency drives, motor control centers with shade structures, standby diesel engine generators, new PG&E electrical services and integration with the District’s SCADA system.

PROJECT HIGHLIGHTS:

Phase 1 consisted of a hydrogeological study, well site alternative evaluation, drilling a pilot hole, conducting zone sampling, and final design and construction of a production well.

NEW WELL NO. 7

CALIFORNIA STATE UNIVERSITY, FRESNO

FRESNO, CALIFORNIA

Provost & Pritchard is currently assisting California State University Fresno with design and construction of a new groundwater supply well for the university campus. The campus has three existing water supply wells but one of the wells was removed from service due to TCP contamination. The project was completed in two construction phases. Phase 1 consisted of a hydrogeological study, well site alternative evaluation, drilling a pilot hole, conducting zone sampling, and final design and construction of a production well. Phase 2 consists of design and construction of 2000 feet of offsite water main and electrical service, well site improvements including an onsite sodium hypochlorite generator. The final well depth is 790 feet and pumping capacity is up to 1,500 gallons per minute.



New Well No. 3 Water Treatment Plant, Armona Community Services District – Kings County, CA

NEW WELL NO. 3 WATER TREATMENT PLANT ARMONA COMMUNITY SERVICES DISTRICT

KINGS COUNTY, CA

The Armona Community Services District’s Well No. 2 was out of compliance with the MCL for arsenic. Provost & Pritchard was responsible for design and construction management of a new groundwater supply well for the community of Armona. The District’s existing Well No. 2 is contaminated with Arsenic so a replacement Well No. 3 was constructed in an effort to avoid arsenic treatment. Arsenic levels were lower than the existing well but still slightly above the MCL, requiring arsenic treatment facilities. The scope of the project includes a new water supply well, iron-assisted coagulation filtration arsenic and color-removal treatment plant, 0.75 million gallon finished water storage tank, backwash equalization/thickening tank, sludge drying beds, and high service pumping station.

KEY STAFF RESUMES

MATTHEW KEMP, PE

PROJECT MANAGER/PROJECT ENGINEER

- Civil Engineer, California #66088
- Masters in Business Administration, California State University, Fresno
- B.S. Civil Engineering, California State University, Fresno

Matthew Kemp is a principal engineer at Provost & Pritchard specializing in municipal water infrastructure. Mr. Kemp has served our public works clients for more than 21 years as a project manager and engineer. He has managed a wide range of water infrastructure projects including water wells, transmission mains, distribution system pipe replacements, trenchless pipe installation, water supply wells, storage tanks, booster pump stations and lift station projects.

Related Project Experience:

- New Well Nos. 6 and 7, Riverdale Public Utility District, Fresno County, California, Principal Engineer/District Engineer
- New Well No. 8, Riverdale Public Utility District, Fresno County, California, Principal Engineer/District Engineer
- New Well No. 7, California State University Fresno, City of Fresno, California, Project Manager/Engineer
- New Well No. 3 and Water Treatment Plant for Arsenic Removal, Armona Community Services District, Armona, California, Principal/District Engineer

HEATHER BASHIAN, PE, QSD

PRINCIPAL-IN-CHARGE; LOCAL GROUNDWATER SUSTAINABILITY AGENCY (GSA) COORDINATION

- Civil Engineer, California #73075
- Qualified SWPPP Developer (QSD) #00542
- Air Quality Management Certificate, SJVAPCD, 2006
- Master's in Business Administration, National University
- B.S. Civil Engineering, California State University, Fresno
- QSD/QSP Construction General Permit Training, WGR Southwest, Inc., 2011

Heather Bashian is a principal engineer and project manager at Provost & Pritchard. With 19 years of municipal infrastructure planning and design, master planning, and grant writing and administration experience, she has been involved with projects related to all aspects of municipal infrastructure. She has extensive experience in design engineering for infrastructure projects including water supply and distribution, water main replacements, water metering, wastewater collection and rehabilitation, wastewater lift stations, stormwater collection projects, and recycled/reclaimed water distribution.

Related Project Experience:

- Small Community Drought Relief Program Grant Application Services, City of Fowler, CA, Project Manager
- Groundwater Sustainability Plan, South Kings Groundwater Sustainability Agency, Fresno County, CA, Project Manager/Project Engineer
- Self Help Enterprises, Technical Assistance Provider Subconsultant, Tulare, Kings, Fresno and Madera Counties, California, Project Manager

STEPHEN SPENCER, PE

QA/QC

- Civil Engineer, California #54634
- B.S., Civil Engineering, University of California, Davis

Stephen Spencer is a Principal Engineer at Provost & Pritchard with 30 years of professional experience in consulting civil engineering, with a strong project management background covering a wide variety of projects. He has been engaged in a variety of civil engineering projects and hydrological studies, including the planning, design and support during construction for drinking water treatment, raw and treated water pipelines, new water supplies, and general site civil projects for both commercial and municipal clients.

Related Project Experience:

- Municipal Well No. 21, City of Merced, California, Project Manager
- TCP Wellhead Treatment Project, City of Atwater, California, Project Engineer
- Self Help Enterprises, Technical Assistance Provider Subconsultant, Tulare, Kings, Fresno and Madera Counties, California, Project Engineer

HERB SIMMONS, PE

WELL DESIGN

- Civil Engineer, California #47854
- M.S. Civil Engineering, California State University, Fresno
- B.S. Environmental Resources Engineering, Humboldt State University, California

Herb Simmons is a principal groundwater and water resources engineer at Provost & Pritchard with nearly 36 years of experience. His professional background includes water well design and construction oversight, hydrogeological studies, groundwater and surface water investigations, groundwater management and recharge, planning, design and construction oversight of water distribution systems, water district engineering, and floodwater studies and control.

Related Project Experience:

- Water Well Consulting, City of Clovis, California, Project Manager
- New Municipal Production Well, Biola Community Services District, Fresno County, California, Project Engineer
- New Municipal Production Wells, Riverdale Public Utility District, Riverdale, California, Project Engineer

BRYAN BOWERS, PLS**LAND SURVEY**

- Professional Land Surveyor, California #8469
- B.S. Geomatics Engineering, California State University, Fresno

Bryan Bowers has more than 18 years of experience in the surveying field. He has been involved with the supervision, planning, and execution of geodetic and conventional control surveys, topographic surveys, subdivision mapping, boundary surveys, subsidence monitoring, UAV observation surveys, ALTA surveys, boundary analysis/legal descriptions and construction staking.

Related Project Experience for Mr. Bowers:

- Well No. 6, Riverdale Public Utility District, Fresno County, California, Survey Project Manager
- Well No. 5 Water Treatment Plant, Riverdale Public Utility District, Fresno County, California, Survey Project Manager
- Monson Well & Distribution System, County of Tulare, California – Surveyor

AMY WILSON**ENVIRONMENTAL COMPLIANCE/CEQA**

- B.A. Business Management, Fresno Pacific University, California

Amy Wilson is an senior planner at Provost & Pritchard with over ten years of planning experience. She has worked with a number of project managers in entitlement processing, updating zoning codes, and drafting various levels of CEQA and NEPA compliance documents. In doing so, Ms. Wilson has gained extensive experience with specific technical documents such as soil reports and air quality impact analysis using the California Emissions Estimator Model (CalEEMod).

Related Project Experience:

- Environmental Documentation, Well No. 5 Arsenic Treatment Facilities, Riverdale Public Utility District, Fresno County, California, Assistant Planner
- CEQA/NEPA Environmental Assessment/Initial Study, Cordeniz Basin, Tulare Irrigation District, Tulare County, California, Assistant Planner
- Environmental Documentation, Water Facility Replacement Project, Ponderosa Community Services District, Springville, California, Assistant Planner

KEVIN L. PEZZONI, PE**ELECTRICAL ENGINEERING**

- Registered Electrical Engineer, California No. 16269, 2000
- B.S. of Aeronautical Engineering, Cal Poly, San Luis Obispo

Kevin Pezzoni is a Registered Professional Electrical Engineer in the States of California, Arizona, and Nevada and is President of Pezzoni Engineering, Inc. He has over 24 years of experience comprised of 18 years as a principal. This extensive design experience along with his experience in project management has enabled Mr. Pezzoni to

develop techniques to streamline the design and approval process while designing cost-effective and energy-efficient systems.

Related Project Experience:

- City of Fowler, Well 7 TCP Mitigation Project, Electrical Engineer
- Well No. 7, Riverdale Public Utility District, Electrical Engineer
- Well No. 7, California State University, Fresno, Fresno, CA, Electrical Engineer

NEVA POPENOE, PE, GE**PROJECT MANAGER/ GEOTECHNICAL ENGINEER**

- Geotechnical Engineer, California, #3024
- Civil Engineer, California, #73818
- B.S., Civil Engineering, Cal Poly, San Luis Obispo

Ms. Popenoe has worked on a variety of projects including highways, railroad and river bridges; flexible and rigid pavements; residential, commercial, and industrial developments; schools and hospitals; pipelines; power facilities; impoundments; landfills; and forensic studies. She is responsible for managing and conducting geotechnical investigations including site reconnaissance, field classification of soils, sampling, design, and report preparation and review.

Related Project Experience:

- Wellhead Treatment for TCP, Tulare and Kingsburg, CA, Geotechnical Engineer
- City of Fresno Recycled Water Project, Fresno, CA, Geotechnical Engineer
- City of Fresno Surface Water Project, Fresno, CA, Geotechnical Engineer

PETER A. CAREY, MA, RPA**CULTURAL RESOURCES**

- M.A., Anthropology, University of Nevada, Reno

Mr. Carey has 14 years of experience in all manners of professional archaeology in California and the Great Basin. He earned his B.S. degree in Anthropology with a Cultural Resource Management option from California State Polytechnic University, Pomona in 2008, and received a M.A. in Anthropology with a concentration in Prehistoric Archaeology at the University of Nevada, Reno in 2013. His interests focus on prehistoric lithic procurement and technology, and Paleoindian archaeology.

Relevant Project Experience:

- Class III Inventory, Tule River Indian Reservation Spring Development and Boundary Fence Project, Tule River Tribal Natural Resources Department, Tulare County, CA, Principal Investigator
- Class III Inventory/Phase I Survey for the Huron Water Reclamation Project, Crawford and Bowen, Fresno County, CA, Principal Investigator
- Class III Inventory/Phase I Survey for the Pixley Irrigation District Lower Deer Creek Watershed Plan, Tulare County, CA, Principal Investigator

SUBCONSULTANTS

A brief description of each proposed subconsultant is listed below. Resumes for key staff from each subconsultant are included above.



PEZZONI ENGINEERING, INC. ELECTRICAL ENGINEERING

Pezzoni Engineering staff and Provost & Pritchard have successfully worked on projects together for over 10 years. Specialties include power distribution, automation controls, lighting design, information technologies systems, and other communications systems design services.



BSK ASSOCIATES GEOTECHNICAL ENGINEERING

BSK's geotechnical and geologic expertise is valued from the preliminary planning stages of a project through design and construction. BSK's engineering offices maintain soils testing laboratories which enable our engineers to direct, observe, and participate in the testing programs. This greatly improves the reliability of the laboratory test data.



ASM AFFILIATES CULTURAL RESOURCES

ASM is a leader in cultural and heritage resources management providing archaeology, historic preservation, GIS, drone, and other specialized services. ASM's staff are experts in the types of resources, compliance requirements, industries, and geographies throughout their service territory.

CITY OF FOWLER AND NEARBY TULARE BASIN GROUNDWATER KNOWLEDGE



Provost & Pritchard reviewed water quality of the City's existing wells as a part of the TCP Mitigation Feasibility Study, and prepared the GSP for SKGSA, of which the City of Fowler is a member.

Provost & Pritchard reviewed water quality of the City's existing wells as a part of the TCP Mitigation Feasibility Study. The City's existing wells range from 386 to 525 feet in depth and have moderately high levels of iron. Multiple wells have moderate levels of manganese and detectable levels of 1,2-Dibromo-3-Chloropropane (DBCP) below the MCL. Well 7 has elevated levels of TCP for which Provost & Pritchard is in the process of designing a granular activated carbon treatment plant. Based on our familiarity with the City's groundwater quality, we recommend that the City combine test hole drilling and production well construction under a single mobilization to save time and construction cost. We will oversee the test hole drilling process and recommend zone sampling and testing with the goal of designing a new well that will not require treatment.

Provost & Pritchard, through a team led by Heather Bashian, prepared the GSP for South Kings Groundwater Sustainability Agency, of which the City of Fowler is a member. Ms. Bashian will contribute her ongoing knowledge and understanding of shifting requirements to help the City's new well proceed from design through construction as seamlessly as possible, including navigating the new GSA review requirements.

PROJECT APPROACH



PROJECT UNDERSTANDING AND APPROACH

The City was awarded grant funds from DWR through the Small Community Drought Relief Program for construction of a new municipal water supply well (Well No. 9). The City has acquired property (APN 343-280-60) for the new well which is located at the northeast corner of Stanford and South Avenue. The property is currently being used as a storm drain basin. The City would like to develop a well that meets Drinking Water Standards with a capacity with a minimum output of 1,200 gallons per minute. The new well will be connected to an existing water main located along the frontage of the well site. Ultimately, the City would like to increase the size of the water main in South Avenue from Well No. 9 to the east side of State Route 99. Our team's approach for implementation of the project is discussed in the following sections.

Provost & Pritchard has assembled a team that has recently worked together on similar well projects. Our firm has assisted the City with multiple services and projects, including on-call planning services, a TCP feasibility study, and ongoing design services for water treatment facilities to remove TCP at Well 7. In addition, our principal-in-charge prepared the application to DWR for emergency drought funding. Our proven experience serving the City and familiarity with the City's water supply wells and the Well No. 9 project will be a benefit to the City. We are prepared to continue assisting the City on this project and begin design and environmental work immediately. Our approach to implementing the project is discussed below:

WELL SITE EVALUATION

We will evaluate suitability of the proposed site for a new water supply well including space for construction and the possible need for sound attenuation for the permanent well and during construction. The site is currently used as a storm drain ponding basin that will be abandoned. Existing storm drain facilities will need to be removed and the site will need to be filled. The surrounding land use consists of residential neighborhoods and an agricultural field to the south.

We will review the state requirements for well construction. Potential contaminating sources will be identified and minimum separation requirements from facilities such as sewer lines, septic systems, and animal enclosures. We recommend consulting with the SWRCB, Division of Drinking Water (DDW) during the site evaluation phase to address any concerns related to the proposed well site and to begin the well permit process. The well permit application will include a water source assessment. We recommend completing and submitting the Possible Contaminating Activities checklist with the site evaluation and early discussions with the DDW.

We anticipate that the well will be constructed with a drill rig using the reverse mud rotary process. The well site should have sufficient space for the drill rig, equipment, mud pits, materials, and laydown area. The drilling process will require a water source for drilling fluid and location to dispose of development water and mud from the drilling process. The fire hydrant at the southwest corner of the site may be the best option for a water source, if allowed by the City. The existing City storm drain system would be the ideal location for disposal of clear water during well development, and later during pump testing, if allowed by the City. Alternatively, it may be possible to make arrangements with the landowner to discharge to the cropland to the south. Ideally, drilling mud can be dried at the site and then hauled off and disposed of by the drilling contractor.

SCHEMATIC DESIGN CONSIDERATIONS

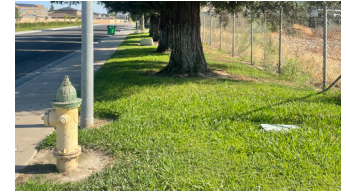
We will prepare a preliminary site layout for proposed well facilities. The well will likely be located near the center of the site to provide a minimum 50-foot control zone around the well as typically required by the DDW for new wells. It is anticipated that proposed facilities will be similar to those at the City's existing well sites and will, generally, including the following components:

- Well head with above-ground discharge pipe, instruments and valves
- Electrical cabinet for motor control center, switchgear, variable frequency drive (VFD), programmable logic controller (PLC), and telemetry unit for integration into the City's supervisory control and data acquisition (SCADA) system
- Open design shade structure on a concrete slab for the electrical equipment
- Emergency standby generator (diesel engine)

An enclosure is often installed over the well head and motor to attenuate noise when located in residential neighborhoods. We will evaluate noise levels at the property line and provide recommendations for any need to attenuate noise.

A new electrical service will be required for the site. We will work with the City to begin the application process as early as possible to avoid potential delays. It is anticipated that stormwater runoff from the site will be connected to the existing storm drain system.

We will work with the City early in the design stage to confirm all components and operating requirements of the well. We recommend including the City's water system operator early in the design stage to discuss well facility requirements.



PLANNING FOR POTENTIAL FUTURE TREATMENT

Provost & Pritchard completed a study to address TCP contamination in the City's existing well and is currently working on the design for treatment facilities. We will consider the potential need for similar treatment facilities at the well site and plan space for future treatment.

DWR GRANT FUNDING

The City has received funding from the DWR Emergency Drought Program to construct Well No. 9. In addition to preparing the City's application, Provost & Pritchard has assisted several communities in applying for funding and implementing projects through the same program. We are familiar with grant agreement requirements including reporting and making requests for reimbursements. We will make sure grant agreement requirements are incorporated into the City's front-end bid documents. As an additional service, we can also assist the City with other grant administration such as preparing reimbursement requests if there is a need for those services.

PROJECT SCHEDULE

We anticipate that DWR will request all work to be complete by June 2024. The project scope of work includes preparation of environmental documents, drilling a test hole, completing design, and construction completed in sequence. An aggressive schedule will need to be developed in order to complete design and construction over a 22-month period. Furthermore, we have experienced longer construction periods on projects due to supply chain issues that have caused longer lead times on electrical and mechanical equipment. Recently, the lead time on some electrical components have been as much as 52 weeks. If the project schedule needs to be accelerated, we will work with the City to identify strategies to begin tasks earlier and streamline work.

TEST HOLE AND WELL CONSTRUCTION

The scope of work includes a separate test hole design and construction. We recommend giving consideration to incorporating the final well construction into a single mobilization. Instead of a dedicated test hole, the well construction would consist of drilling a pilot hole (in lieu of a test hole), conducting zone sampling to determine groundwater quality characteristics, final well design while the driller is still mobilized, and final well construction. We routinely and successfully implement this technique on well projects and it will save time and money. This approach will allow final well construction to be completed while design of site improvements is being finalized. Then well site improvements can begin immediately after bidding and contractor selection is complete.

DETAILED DESCRIPTION OF SERVICES:

TASK 100: PROJECT COORDINATION

- Attend project kick-off meeting (in-person or video conference)
- Attend monthly coordination meetings with the City (22 video conference meetings included)
- Provide weekly project status report via email or telephone (95 included)
- Attend meetings with agencies and other stakeholders (4 meetings included)
- Provide monthly report summarizing budget and schedule - 1 hard copy and 1 electronic copy (22 reports included)
- Make presentations to City staff at 30%, 60% and 90% design phases to discuss the project, construction schedule, costs and constraints (3 in-person or video conference presentations included)

TASK 200: WELL SITE EVALUATION

- Review suitability of proposed well site and identify need for sound attenuation
- Prepare technical memorandum summarizing evaluation of proposed well site and submit to City (1 submittal included)

TASK 300: TOPOGRAPHIC SURVEY

- Conduct boundary and topographic survey of proposed well site and street frontages
- Prepare topographic map for design drawings

TASK 400: GEOTECHNICAL INVESTIGATION AND REPORT

- Drill up to 4 borings ranging from 20 to 50 feet in depth on the proposed well site. Borings will be taken at the pond perimeter if the pond is not accessible with the truck-mounted drill rig. It is assumed no borings will be taken in the street. In the event an encroachment permit is required, it is assumed the permit will be a no-fee permit.
- Conduct laboratory testing, including in-place dry density and moisture content, gradation, shear strength, collapse potential, expansion index and corrosion potential.
- Prepare geotechnical report summarizing findings and recommendations will be prepared.

TASK 500: SCHEMATIC DESIGN

- Research and information gathering:
 - o Contact utility companies to obtain information on existing facilities
 - o Obtain record information from the City and confirm design criteria
 - o Conduct site visit and field reconnaissance
- Prepare schematic design drawings and basis of design memorandum summarizing design criteria for confirmation by the City. The design drawings will include:
 - o Overall well site layout
 - o Well head discharge pipe detail
 - o Example shade structure drawing
- Submit schematic design documents to the City (1 submittal is included. Revisions will be incorporated into the final design documents)

TASK 600: TEST WELL DESIGN AND CONSTRUCTION

The scope of services for this phase is based on the assumption that a separate test hole will be drilled for zone sampling and testing. If production well construction is included in this phase, as proposed in the project approach above, the well design and construction phase services for the final well will be included under this task.

- Prepare construction documents for test hole drilling and zone sampling, including construction drawings and technical specifications. Drawings will include:
 - o Storm drain basin demolition plan
 - o Storm drain basin earthwork plan
 - o Test hole site plan
 - o Drilling detail
- Prepare front-end bid documents using City's boilerplate contract and bidding, and general requirements
- Prepare engineer's opinion of probable construction cost.
- Prepare Notice of Exemption (NOE) for compliance with the California Environmental Quality Act. If a pilot hole and production well are constructed in the same mobilization a NOE will not be required.
- A draft set of plans, specifications and cost opinion (PS&E) will be submitted to the City, the DDW and DWR for review and comment. A final set of signed construction documents will be submitted to the City for bidding.
- Provide assistance during bid solicitation, including advertising notice to bidders, responding to Requests for Information (RFI), preparing addenda and attending pre-bid meeting.
- Prepare bid summary and submit to City for review and approval.
- Provide engineering services during construction and test hole drilling, including:
 - o Attend pre-construction meeting
 - o Review submittals and respond to RFIs
 - o Conduct site visits (by hydrogeological field technician) to monitor well drilling, log cuttings (up to 10 site visits are included)

TASK 700: FINAL DESIGN

- Prepare 60%, 90% and 100% (signed) PS&E, including civil and electrical design. Drawings will include the following:

o Topographic Survey / Existing Conditions	o CMU Block Wall and Chain Link Gate Details
o Demolition Plan (if needed)	o Construction Details
o Well Site Plan	o Shade Structure for Electrical Cabinet
o Well Site Sections	o Site Electrical Plan
o Grading and Drainage Plan	o Electrical Wiring Diagram
o Well Pump and Pad Details	o Electrical Details
o Well Manifold Details	o Generator Details
o Piping Details	
- Assist City with preparing and submitting application for electrical service to PG&E.
- Submittals will be made to the City, DDW and DWR for review and approval at each submittal phase.

TASK 800: CONTRACT DOCUMENTS AND ENGINEER'S ESTIMATE

- Prepare front-end bid documents using City's boilerplate contract and bidding, and general requirements and incorporate into 90% and 100% PS&E submittals. Submittals will include hard copies and electronic copies as required by the City.

TASK 900: PERMITTING

- Division of Drinking Water: Prepare Water Supply Permit Amendment application to the DDW, including the following documents:
 - o Permit application form to be signed by City representative
 - o Environmental clearance worksheet
 - o Plans and specifications
 - o Source site plan
 - o Source assessment (PCA checklist)
 - o Supplemental documents to be completed by the well driller
- Coordinate with County of Fresno Department of Environmental Health for well permitting.

TASK 1000: ENVIRONMENTAL DOCUMENTS

- Attend kick-off meeting with City to discuss environmental documents
- Prepare Administrative Draft Initial Study according to CEQA Guidelines Appendix G Environmental Checklist on behalf of the City of Fowler (Lead Agency). Attend one (1) meeting with City of Fowler to review comments. The following studies will be incorporated into the Administrative Draft Initial Study:
 - o Air quality and greenhouse gas analysis utilizing CalEEMod, V16.3.2
 - o USDA NRCS Custom Soil Resource Report
 - o Biological Evaluation Report (see below)
 - o Provost & Pritchard will team with ASM Affiliates to complete a Phase I Cultural Resources Survey/Cultural Report (see below)
- Prepare Draft Initial Study incorporating City review comments.
- Prepare the Notice of Intent (NOI), Notice of Completion (NOC), and Distribution List.
- Following City review of the NOI, NOC and Distribution List, Provost & Pritchard will finalize the documents for publication, file it with the County Clerk's Office, and upload to State Clearinghouse (SCH) for 30-day public circulation.
- Upon Board action to adopt the IS/MND and approve the project, CEQA Guidelines Section 15075 requires that the lead agency file a Notice of Determination (NOD) within five (5) working days (Public Resources Code Section 21083) of Project adoption. Provost & Pritchard will prepare a draft NOD for review and City signature.
- Following that review, Provost & Pritchard will finalize the NOD, file it with the County Clerk's Office, and provide a copy to SCH.
- Upon completion of the CEQA process, we will prepare DWR's Environmental Information Form for submittal to DWR staff.

Biological Study

- Review of relevant background information, including but not limited to California Natural Diversity Database, the California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California, USFWS's Information, Planning, and Conservation (IPaC) System, technical reports regarding flora and fauna with potential to occur near the Project areas, and other planning documents completed for projects within the region that have potential relevance to the Project area.
- Perform a reconnaissance-level field survey of the Project area. Goals of the biological field survey include identification of existing biological resources within the Project area, including land uses and biotic habitats, constituent plants and animals, and suitable habitat for special status species.
- Prepare a Biological Evaluation report evaluating potential project impacts to State and federally listed or special status species, habitats, and other sensitive biological resources. The Biological Evaluation report will be consistent with CEQA and NEPA standards with Section 7 Language and is typically suitable for submission to most regulatory agencies for permitting purposes.

Cultural Study

- A records search of the Native American Heritage Commission (NAHC) Sacred Lands files will be requested. Outreach letters and follow-up phone calls will be made to tribal organizations and members on the NAHC-provided tribal contact list, to assist with the tribal consultation process.
- Fieldwork will comprise of an intensive pedestrian survey of the Fowler Well Number 9 Project area, totaling less than one acre. The survey will be designed to meet all professional requirements, including the Secretary of the Interior's Standards and Guidelines, and Office of Historic Preservation (SHPO) guidelines. Survey of the Project area will be conducted at 15-m transect intervals by a qualified archaeologist.
- Any newly identified sites or historic buildings or structures will be mapped and recorded on DPR 523 forms for submission to the IC for assignment of permanent trinomials. Any previously recorded sites within the APE will be visited and the site form will be updated. If potentially significant archaeological sites or historic structures are identified during the survey, field recordation of such sites or structures will be completed to a level required for an evaluation of their eligibility for the national, state or local register(s).
- ASM will prepare a written technical report that will summarize the background, research, methodology, historic context, and results of the work described above, including recommendations for Section 106 and CEQA compliance.
- Deliverables will include one (1) electronic copy, each, of the Administrative Draft Initial Study, Draft IS/MND, NOI, NOC, and NOD, DWR EIF Form.

TASK 1100: PROJECT BIDDING

- Provide assistance during bid solicitation, including advertising notice to bidders, responding to Requests for Information (RFI), preparing addenda and attending pre-bid meeting
- Prepare bid summary and submit to City for review and approval

TASK 1200: CONSTRUCTION PHASE SERVICES

- Provide engineering services during construction, including:
 - o Attend pre-construction meeting
 - o Review submittals and respond to RFIs
 - o Conduct periodic site visits (by engineer) during construction of site improvements (10 site visits included)
 - o Hydrogeological field technician support during well drilling activities, including formation sampling and logging, well bore hole and reaming observation, E-log and caliper and deviation logs observation, well casing and gravel pack installation observation, well disinfection observation, well mechanical development observation, well video observation, and well development and test pumping (up to 10 site visits are included).
 - o Prepare record drawings using as-built redlines provided by contractor

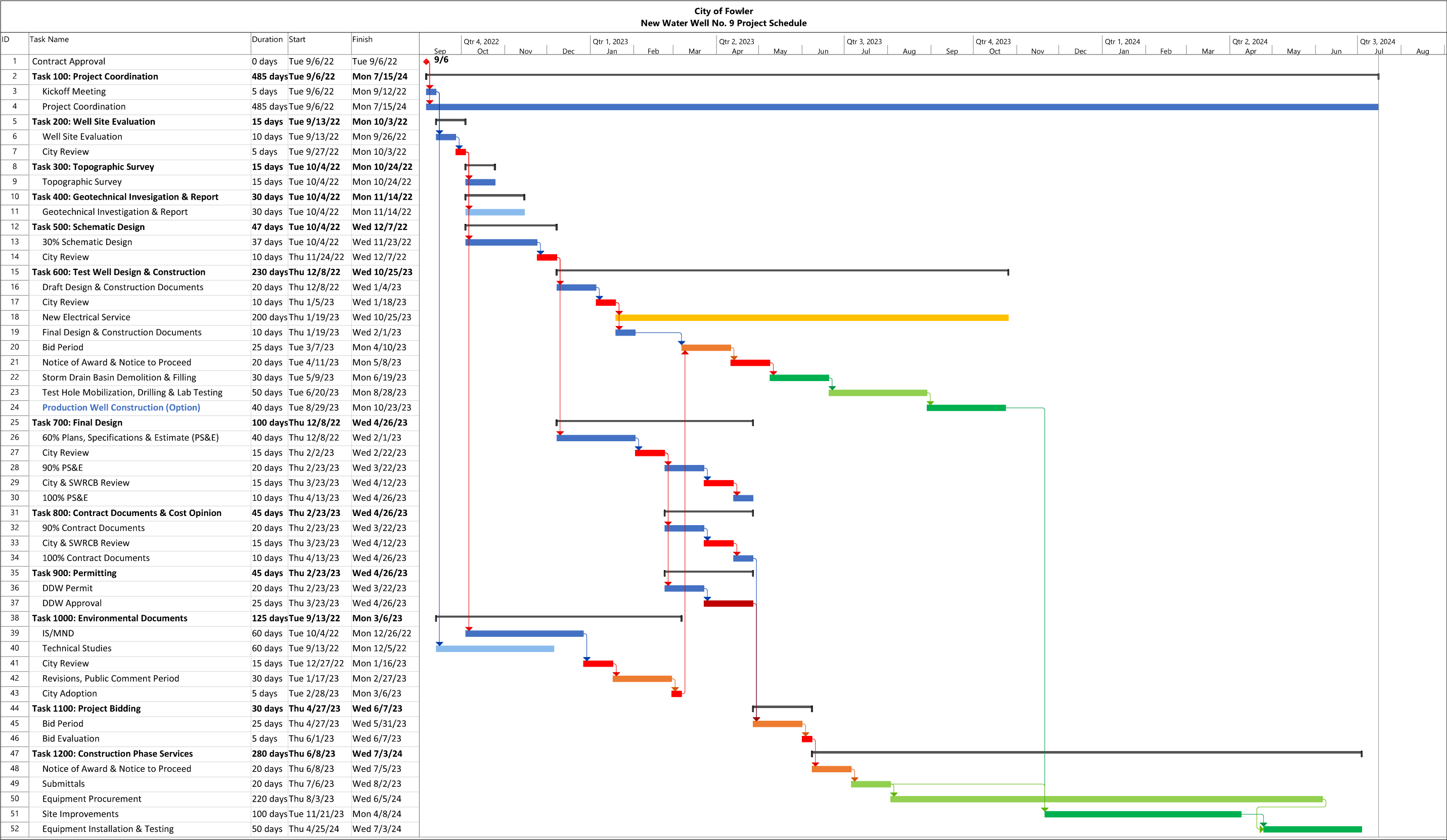
ASSUMPTIONS

- The well site property has been acquired and the City will provide access to the site.
- Preparation of legal descriptions and record maps are not included in the scope of services.
- No traffic control or permits will be required for land surveying or geotechnical investigation.
- Grant administration services, such as preparing reimbursement requests, are not included but can be provided for an additional fee.
- It is assumed that no offsite storm drain will be required.
- If design of sound attenuation is required, it will be added as an additional service
- Environmental Documents:
 - o This proposal includes a single site visit for biological and cultural surveys. If additional site visits are required, a revised scope and fee may be necessary.
 - o This proposal does not include focused surveys or documentation beyond what has been described in the Biological Resources Phase scope of work.
 - o This proposal does not include pre-or post-construction surveys.
 - o This proposal does not include monitoring of active bird nests or monitoring of construction activities. If additional surveys are required to determine the status of a nest, or to monitor an active nest for signs of disturbance, an additional scope and fee will be necessary.
 - o The cost of the IC records search will not exceed \$500.00, which is included in our fee.
 - o This proposal does not include responding to any public comments received during the public review period. If comments are received and the City would like Provost & Pritchard to prepare a response, a contract amendment can be provided for review and approval.
 - o This scope and fee includes up to a \$400 allowance for publishing the Notice of Intent in a newspaper of local circulation, the filing of the Notice of Determination with the County Clerk's Office and the payment of the County Clerk filing fee of \$50.00, as well as the payment of the California Department of Fish and Wildlife 2022 Environmental Document Filing Fee of \$2,548.00.
- Bidding and Construction:
 - o Cultural and biological pre-construction surveys are not included but can be provided as an additional service
 - o The City will pay for all laboratory testing of zone samples during test hole drilling.
 - o Labor compliance and construction staking is not included but can be provided as an additional service
 - o City will provide day-to-day construction inspection. Provost & Pritchard can provide inspection services for an additional fee, if requested.
 - o Construction staking is not included in the scope of services but can be provided for an additional fee.



PROPOSED PROJECT SCHEDULE

As noted in our Project Approach, we anticipate that DWR will require that well construction be complete by June 2024. An aggressive schedule will need to be implemented in order to complete design and construction over a two-year period. The graphic below shows our initial proposed schedule:



AVAILABILITY

Provost & Pritchard staff have the diversity in expertise and the depth needed to perform the specific services required for the project. Current availability for each team member is noted above in section titled “Team Licenses/Certifications and Availability” on Page 6.

REFERENCES

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EXCEPTIONS TO THE CONTRACTUAL TERMS

We reviewed the Contract Services Agreement included in the Request for Proposals and we request following changes for consideration by the City:

Section 19: strike “defend” and “volunteers” from first sentence in section

Exhibit B, Section b.(i) and b.(ii): strike “volunteers” in all locations

Exhibit B, Section b.(iv): eliminate this section entirely or modify to include a dual waiver of subrogation.



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