



**SPECIAL MEETING OF THE FOWLER CITY COUNCIL  
AGENDA  
TUESDAY, JANUARY 17, 2023  
6:00 P.M.  
CITY COUNCIL CHAMBER  
128 SOUTH 5TH STREET  
FOWLER, CA 93625**

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

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

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

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

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

<https://us06web.zoom.us/j/85337661059?pwd=dDZZRVRLVUIBdUtNc1RiZDZSNW hrUT09>

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

**Meeting ID: 853 3766 1059**

**Passcode: 115467**

**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](http://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 Reverend Melvin Bell of St. Paul AME Church
4. Pledge of Allegiance
5. Ceremonial Presentation
  - 5-A. Swearing-In of Police Corporals
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 January 17, 2023
- 7-B. APPROVE Minutes of the December 13, 2022 Special City Council Meeting
- 7-C. APPROVE Resolution No. 2613, 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. 2614 adopting the monthly employee share of health benefits premiums for calendar year 2023 (Finance)
- 7-E. Actions pertaining to positions authorized in the fiscal year 2022/23 budget: (Human Resources)
  - i. APPROVE Position Authorization Resolution No. 2615 converting one Accounting Assistant to Administrative Assistant, and converting one Code Enforcement Officer I to Planning & Code Enforcement Technician I
  - ii. APPROVE Salary Resolution No. 2616 adopting the salary classification schedule for all employees
- 7-F. APPROVE disposal of several pieces of equipment and supplies within the Public Works Department (Finance)
- 7-G. Actions pertaining to Planning Commission and Recreation Commission appointments (Planning/Recreation)
  - i. REAPPOINT Cesar Rodriguez to the Planning Commission for a full term expiring on 12/31/2026
  - ii. REAPPOINT Adriana Prado to the Planning Commission for a full term expiring on 12/31/2026
  - iii. REAPPOINT Stephanie Mejia to the Recreation Commission for the portion of unexpired term ending 06/30/2024
  - iv. APPOINT Paul Khasigian to the Recreation Commission for the portion of unexpired term ending 06/30/2024
  - v. APPOINT Talene Kasparian – Cleveland to the Recreation Commission for the portion of unexpired term ending 06/30/2024
  - vi. REAPPOINT Monique Velasquez - Lopez to the Recreation Commission for the portion of unexpired term ending 06/30/2023
  - vii. REAPPOINT Roy Alatorre to the Recreation Commission for the portion of unexpired term ending 06/30/2023
  - viii. APPOINT Ailynn Martinez to the Recreation Commission for the portion of unexpired term ending 06/30/2023
- 7-H. APPROVE Resolution No. 2617 for participation in the Fresno County Urban Community Development Block Grant program for program years 2024-25, 2025-26, and 2026-27 (Planning)
- 7-I. APPROVE Resolution No. 2618 Adopting the City of Fowler Permanent Local Housing Allocation (PLHA) Plan and Authorizing Submittal of PLHA Grant Application for \$81,069 (Planning)
- 7-J. APPROVE Resolution No. 2619 authorizing \$121,296 to be expended for the Multijurisdictional Housing Element (Planning)
- 7-K. APPROVE a Disposition and Development Agreement between the City of Fowler and Bill Purewal for the 0.265 acre property located at the southeast corner of North 6th and East Tuolumne Streets (APN 343-142-14T), more commonly known as the Fowler Christian Church, and authorize the City Manager to execute the Agreement (Planning)

- 7-L. APPROVE Resolution No. 2620 designating the intersection of 8th and Tuolumne Streets as an all-way stop (Public Works)
- 7-M. APPROVE Resolution No. 2621 revising and replacing the Residential Water Shutoff Policy and setting the residential water service reconnection fee within the City's Master Fee Schedule (Public Works)
- 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. Planning
    - i. Economic Development Workshop
  - 9-B. Public Works
    - i. 2023 Special Events Update (Informational)
    - ii. APPROVE an agreement with Provost and Pritchard Engineering Group, Inc. for on-call civil engineering services on a time and materials basis not to exceed \$120,000 per fiscal year through June 30, 2026
- 10. Staff Communications (City Manager)
- 11. Councilmember Reports and Comments
- 12. Closed Session
  - 12-A. Government Code Section 54956.8  
Conference with Real Property Negotiator  
Property: 119 S 6th St  
Agency Negotiator: Thomas Gaffery, Community & Economic Development Director  
Offering Parties: Anthony Creek, Mandeep Singh  
Under Negotiation: Price and Terms of Potential Sale
- 13. Adjourn

*Next Ordinance No. 2023-01*  
*Next Resolution No. 2622*

*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, January 13, 2023.*

*Angela Vasquez*

*Angela Vasquez*  
*Deputy City Clerk*

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CITY OF FOWLER  
WARRANTS LIST  
January 17, 2023

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<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	40593-40743	December 14 thru January 10	\$ 1,015,224.59
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 1,015,224.59</u>
<u>PAYROLL COSTS</u>			
First December Bi-Monthly Payroll		December 15, 2022	\$ 117,058.43
Second December Bi-Monthly Payroll		December 31, 2022	\$ 103,204.57
First January Bi-Monthly Payroll		January 15, 2023	\$ 110,523.26
TOTAL PAYROLL COSTS			<u>\$ 330,786.26</u>
TOTAL CASH DISBURSEMENTS			<u><u>\$ 1,346,010.85</u></u>

<b>NOTE:</b> <b>Check #40636                  Void Check</b>
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SUPERION  
DATE: 01/12/2023  
TIME: 12:05:41

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '40593' and '40743'  
ACCOUNTING PERIOD: 7/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40593	12/14/22	10007	ALERT-O-LITE, INC	6260	UNIFORMS PARKS	0.00	120.25
1001	40594	12/14/22	14519	AMAZON CAPITAL SERVICES	6010	OFFICE SUPPLIES	0.00	49.52
1001	40595	12/14/22	12489	BATTERY SYSTEMS INC	5000	BATTERY WATER	0.00	68.17
1001	40595	12/14/22	12489	BATTERY SYSTEMS INC	6120	BATTERY CAR50	0.00	163.10
TOTAL CHECK							0.00	231.27
1001	40596	12/14/22	10026	BCT CONSULTING	6080	SECURED SERVER RACK	0.00	1,743.26
1001	40596	12/14/22	10026	BCT CONSULTING	6160	SOFTWARE	0.00	209.85
TOTAL CHECK							0.00	1,953.11
1001	40597	12/14/22	14782	BEN YEAGER	6400	2 1/2 HOUR SANTA	0.00	250.00
1001	40598	12/14/22	13636	BIG TEX	6200	STREET SUPPLIES	0.00	122.09
1001	40599	12/14/22	11291	THE BUSINESS JOURNAL	6150	PUB HEAR-P.C.	0.00	302.50
1001	40600	12/14/22	14356	COMCAST	6700	CABLE 11/20-12/24	0.00	107.30
1001	40601	12/14/22	14429	CORE & MAIN	5000	SUPPLIES STREET	0.00	1,846.70
1001	40602	12/14/22	14776	ELISSA'S PONY EXPRESS	6700	PONY & TRAIN RIDE XMS	0.00	500.00
1001	40603	12/14/22	13275	FERGUSON WATERWORKS #142	5000	SUPPLIES WATER	0.00	50.81
1001	40604	12/14/22	14659	FIRE SAFETY SOLUTIONS	6160	INSP & PLAN CHECK	0.00	1,740.00
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	6.48
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	3.89
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	3.89
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	3.87
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	3.21
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	2.76
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	10.80
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	10.80
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	10.81
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	10.38
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	9.72
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	9.30
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	6.48
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	29.21
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1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	35.87
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	41.10
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	44.16
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	47.15
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	19.03
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	20.55
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	21.62
1001	40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	23.46

SUPERION  
DATE: 01/12/2023  
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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
ACCTPA21

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FUND - 100 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	11.89
1001		40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	14.90
1001		40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	15.14
1001		40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	17.31
1001		40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	18.39
1001		40606	12/14/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	25.95
TOTAL	CHECK							0.00	541.94
1001		40607	12/14/22	14246	FOWLER ACE HARDWARE	6020	SUPPLIES ADMIN	0.00	11.45
1001		40607	12/14/22	14246	FOWLER ACE HARDWARE	6020	SUPPLIES ADMIN	0.00	62.72
1001		40607	12/14/22	14246	FOWLER ACE HARDWARE	6020	SUPPLIES ADMIN	0.00	65.62
TOTAL	CHECK							0.00	139.79
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	8.65
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	9.30
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	9.94
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	10.38
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	28.76
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	17.08
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	17.31
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	18.15
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	23.12
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	26.36
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	12.10
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	12.10
1001		40608	12/14/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	15.14
TOTAL	CHECK							0.00	208.39
1001		40609	12/14/22	14249	FOWLER ACE HARDWARE	6260	PARKS SUPPLIES	0.00	14.06
1001		40609	12/14/22	14249	FOWLER ACE HARDWARE	6260	PARKS SUPPLIES	0.00	21.19
1001		40609	12/14/22	14249	FOWLER ACE HARDWARE	6260	PARKS SUPPLIES	0.00	21.62
1001		40609	12/14/22	14249	FOWLER ACE HARDWARE	6260	PARKS SUPPLIES	0.00	30.28
1001		40609	12/14/22	14249	FOWLER ACE HARDWARE	6260	PARKS SUPPLIES	0.00	7.77
1001		40609	12/14/22	14249	FOWLER ACE HARDWARE	6260	PARKS SUPPLIES	0.00	10.81
TOTAL	CHECK							0.00	105.73
1001		40610	12/14/22	14252	FOWLER ACE HARDWARE	6700	FIN CHRGE SNR CTR	0.00	1.52
1001		40610	12/14/22	14252	FOWLER ACE HARDWARE	6400	XMAS TREE	0.00	17.31
1001		40610	12/14/22	14252	FOWLER ACE HARDWARE	6400	TREE XMAS	0.00	30.28
1001		40610	12/14/22	14252	FOWLER ACE HARDWARE	6700	XMAS TREE	0.00	32.00
1001		40610	12/14/22	14252	FOWLER ACE HARDWARE	6700	LIGHTS	0.00	51.90
1001		40610	12/14/22	14252	FOWLER ACE HARDWARE	6700	FILTER ICE MAC	0.00	54.10
TOTAL	CHECK							0.00	187.11
1001		40611	12/14/22	14749	HOFFMAN SECURITY	6120	CCTV	0.00	74.10
1001		40611	12/14/22	14749	HOFFMAN SECURITY	6120	CCTV	0.00	5,895.00
TOTAL	CHECK							0.00	5,969.10
1001		40612	12/14/22	14238	INFOSEND, INC	5000	PROG FEE UB	0.00	175.00
1001		40612	12/14/22	14238	INFOSEND, INC	6400	22 CHRISTMAS FLYER	0.00	361.92
1001		40612	12/14/22	14238	INFOSEND, INC	6400	COF ONLINE FLYER	0.00	361.92
1001		40612	12/14/22	14238	INFOSEND, INC	5000	UB BILLING 8/29/22	0.00	1,409.63

SUPERION  
DATE: 01/12/2023  
TIME: 12:05:41

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '40593' and '40743'  
ACCOUNTING PERIOD: 7/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40612	12/14/22	14238	INFOSEND, INC	5000	UB BILLING 11/29/22	0.00	1,494.15
TOTAL CHECK							0.00	3,802.62
1001	40613	12/14/22	11022	JP COOKE CO	6270	DOG LICENSE 2023	0.00	81.95
1001	40614	12/14/22	14575	JPRC PLUMBING	6260	SEWER LINE REPAIR	0.00	2,300.00
1001	40615	12/14/22	14781	KANDARIAN, YVONNE-CYPRES	500	UB REFUND	0.00	84.62
1001	40616	12/14/22	14783	LEGACY CONSTRUCTION	500	HYDRANT REFUND	0.00	1,975.76
1001	40617	12/14/22	10819	MID COUNTY FIRE EXTINGUI	6700	SNR CTR FIRE EXT	0.00	484.61
1001	40618	12/14/22	10203	MID VALLEY PACKAGING & S	6130	JANITOR SUPPLY FIRE	0.00	43.73
1001	40619	12/14/22	10237	P G & E - SACRAMENTO	6700	UTILITIES	0.00	61.23
1001	40619	12/14/22	10237	P G & E - SACRAMENTO	6260	UTILITIES	0.00	236.91
1001	40619	12/14/22	10237	P G & E - SACRAMENTO	6260	UTILITIES	0.00	242.91
1001	40619	12/14/22	10237	P G & E - SACRAMENTO	6260	UTILITIES	0.00	269.42
1001	40619	12/14/22	10237	P G & E - SACRAMENTO	6700	UTILITIES	0.00	740.82
1001	40619	12/14/22	10237	P G & E - SACRAMENTO	6200	UTILITIES	0.00	1,179.09
1001	40619	12/14/22	10237	P G & E - SACRAMENTO	6080	UTILITIES	0.00	1,558.79
1001	40619	12/14/22	10237	P G & E - SACRAMENTO	5000	UTILITIES	0.00	4,334.23
TOTAL CHECK							0.00	8,623.40
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	SPR 22-42	0.00	26.60
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	LLA 22-40	0.00	31.50
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	SPR 22-32	0.00	47.60
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	SPR 22-08	0.00	47.60
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	SPR 22-45	0.00	63.70
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	SPR 22-30	0.00	94.50
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	ANX PRZ 19-03	0.00	129.50
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	CUP 22-48	0.00	414.40
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	CUP 22-41	0.00	473.90
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	SPR 22-43	0.00	550.90
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	REZ 22-10	0.00	842.10
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	TTM 22-47	0.00	1,065.40
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	CUP 19-02	0.00	2,135.70
1001	40620	12/14/22	13655	PROVOST & PRITCHARD	6150	GENERAL PLAN	0.00	82,793.89
TOTAL CHECK							0.00	88,717.29
1001	40621	12/14/22	11695	QUAD KNOPF	6150	GRANT ASSESSMENT	0.00	425.00
1001	40622	12/14/22	10251	R & R AUTO REPAIR SHOP	6120	SPOT LIGHT REPAIR	0.00	181.51
1001	40623	12/14/22	14780	R.J. HILL HOMES/ADARALIA	500	UB REFUND	0.00	83.84
1001	40624	12/14/22	14479	RG POWER	6200	SUPPLIES PARKS 10/22	0.00	61.74
1001	40625	12/14/22	10518	SIGNMAX!	6200	TRAFFIC SIGN STREET	0.00	50.38
1001	40625	12/14/22	10518	SIGNMAX!	6260	TRAFFIC SIGN STREET	0.00	131.65
1001	40625	12/14/22	10518	SIGNMAX!	6200	SUPPLIES STREET	0.00	887.92



SUPERION  
DATE: 01/12/2023  
TIME: 12:05:41

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '40593' and '40743'  
ACCOUNTING PERIOD: 7/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	1,069.95
1001	40626	12/14/22	13355	SITE ONE LANDSCAPE SUPPL	6200	SERVICE STREETS	0.00	90.94
1001	40626	12/14/22	13355	SITE ONE LANDSCAPE SUPPL	6200	SERVICE STREETS	0.00	153.94
1001	40626	12/14/22	13355	SITE ONE LANDSCAPE SUPPL	6200	SERVICE STREETS	0.00	518.30
TOTAL CHECK							0.00	763.18
1001	40627	12/14/22	10289	SOUTH COUNTY VETERINARY	6270	ANIMAL DISPOSAL	0.00	45.00
1001	40627	12/14/22	10289	SOUTH COUNTY VETERINARY	6270	ANIMAL DISPOSAL	0.00	45.00
TOTAL CHECK							0.00	90.00
1001	40628	12/14/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL- SNR CTR	0.00	54.56
1001	40628	12/14/22	13543	UNIFIRST CORPORATION	6020	MATS/MOPS ADMIN	0.00	68.20
1001	40628	12/14/22	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	80.03
1001	40628	12/14/22	13543	UNIFIRST CORPORATION	5000	UNIFORMS WATER	0.00	80.04
1001	40628	12/14/22	13543	UNIFIRST CORPORATION	5000	UNIFORMS WATER	0.00	86.98
1001	40628	12/14/22	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	86.99
TOTAL CHECK							0.00	456.80
1001	40631	12/20/22	14557	ARC ALTERNATIVES	7300	SOLAR PROJECT	0.00	3,267.50
1001	40632	12/20/22	14782	BEN YEAGER	6700	1/2 HR SANTA-SEN CTR	0.00	50.00
1001	40633	12/20/22	10024	BSK ASSOCIATES	5000	WATER TEST-WATER	0.00	199.00
1001	40634	12/20/22	14694	BUSH ENGINEERING	500	FY 21-22 STREETS	0.00	25,999.91
1001	40635	12/20/22	14122	DTA	5000	WTR STUDY PROF SVC	0.00	1,807.65
1001	40636	12/20/22	14784	HIGLEY, MATTHEW	500	UB REFUND	0.00	140.01
1001	40636	12/20/22	14784	HIGLEY, MATTHEW	500	UB REFUND	0.00	-140.01
TOTAL CHECK							0.00	0.00
1001	40637	12/20/22	14485	KOFF & ASSOCIATES, INC.	6020	PROF SVC NOV 22	0.00	80.00
1001	40638	12/20/22	14785	MALLORY SAFETY AND SUPPL	6200	SUPPLIES-STREETS	0.00	154.43
1001	40638	12/20/22	14785	MALLORY SAFETY AND SUPPL	6200	SUPPLIES-STREETS	0.00	221.68
TOTAL CHECK							0.00	376.11
1001	40639	12/20/22	10215	NELSON HARDWARE & GIFTS	6200	SUPP MAINT-ST	0.00	91.23
1001	40640	12/20/22	10237	P G & E - SACRAMENTO	6200	WALTER/FRESNO 12/14	0.00	12.96
1001	40640	12/20/22	10237	P G & E - SACRAMENTO	6200	TR5834 12/14/22	0.00	44.90
1001	40640	12/20/22	10237	P G & E - SACRAMENTO	6200	TR5212 12/14/22	0.00	94.16
1001	40640	12/20/22	10237	P G & E - SACRAMENTO	6200	TR5088 12/14/22	0.00	146.89
1001	40640	12/20/22	10237	P G & E - SACRAMENTO	6200	TR5198 12/14/22	0.00	153.53
TOTAL CHECK							0.00	452.44
1001	40641	12/20/22	10289	SOUTH COUNTY VETERINARY	6270	DISPOSAL OF DOG	0.00	50.00
1001	40642	12/20/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL-SN CTR	0.00	54.56
1001	40642	12/20/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL-SN CTR	0.00	60.47

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FUND - 100 - GENERAL FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1001	40642	12/20/22	13543	UNIFIRST CORPORATION	6020	MATS/MOPS-ADMIN	0.00	68.20	
TOTAL	CHECK						0.00	183.23	
1001	40644	12/21/22	14519	AMAZON CAPITAL SERVICES	6010	BUS SUPP CARDS	0.00	19.18	
1001	40645	12/21/22	14786	ANITA M ECHANIZ	100	BUS LIC #1485 REFUND	0.00	4.00	
1001	40645	12/21/22	14786	ANITA M ECHANIZ	100	BUS LIC #1485 REFUND	0.00	40.00	
TOTAL	CHECK						0.00	44.00	
1001	40646	12/21/22	10064	COLONIAL LIFE INSURANCE	100	EMP DED DEC22	0.00	47.26	
1001	40646	12/21/22	10064	COLONIAL LIFE INSURANCE	100	EMP DED DEC22	0.00	47.42	
TOTAL	CHECK						0.00	94.68	
1001	40647	12/21/22	14512	CSG CONSULTANTS	6160	PLAN CHECK	0.00	1,235.00	
1001	40648	12/21/22	10074	CSJVRMA	5000	22/23 3RD QTR LIAB	0.00	10,143.54	
1001	40648	12/21/22	10074	CSJVRMA	6080	22/23 3RD QTR LIAB	0.00	20,594.46	
TOTAL	CHECK						0.00	30,738.00	
1001	40649	12/21/22	10104	FPOA	100	EMP DED 12/15/22	0.00	225.00	
1001	40650	12/21/22	11018	HOME DEPOT CREDIT SERVIC	6700	SUPPLIES SNR CTR	0.00	18.94	
1001	40650	12/21/22	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	37.93	
1001	40650	12/21/22	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	99.74	
1001	40650	12/21/22	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	111.19	
1001	40650	12/21/22	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	164.39	
1001	40650	12/21/22	11018	HOME DEPOT CREDIT SERVIC	6700	SUPPLIES SNR CTR	0.00	175.00	
1001	40650	12/21/22	11018	HOME DEPOT CREDIT SERVIC	6150	SUPPLIES PLAN	0.00	215.86	
1001	40650	12/21/22	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	345.84	
1001	40650	12/21/22	11018	HOME DEPOT CREDIT SERVIC	6150	SUPPLIES PLAN	0.00	402.69	
TOTAL	CHECK						0.00	1,571.58	
1001	40651	12/21/22	13496	KEENAN & ASSOCIATES	6400	JAN 23 ANTHEM BC	0.00	808.97	
1001	40651	12/21/22	13496	KEENAN & ASSOCIATES	6700	JAN 23 ANTHEM BC	0.00	808.97	
1001	40651	12/21/22	13496	KEENAN & ASSOCIATES	6025	JAN 23 ANTHEM BC	0.00	839.79	
1001	40651	12/21/22	13496	KEENAN & ASSOCIATES	6160	JAN 23 ANTHEM BC	0.00	1,187.20	
1001	40651	12/21/22	13496	KEENAN & ASSOCIATES	6030	JAN 23 ANTHEM BC	0.00	1,335.92	
1001	40651	12/21/22	13496	KEENAN & ASSOCIATES	6020	JAN 23 ANTHEM BC	0.00	1,521.29	
1001	40651	12/21/22	13496	KEENAN & ASSOCIATES	6150	JAN 23 ANTHEM BC	0.00	1,845.39	
1001	40651	12/21/22	13496	KEENAN & ASSOCIATES	6260	JAN 23 ANTHEM BC	0.00	2,107.83	
1001	40651	12/21/22	13496	KEENAN & ASSOCIATES	100	JAN 23 ANTHEM BC	0.00	2,326.47	
1001	40651	12/21/22	13496	KEENAN & ASSOCIATES	6200	JAN 23 ANTHEM BC	0.00	4,155.66	
1001	40651	12/21/22	13496	KEENAN & ASSOCIATES	5000	JAN 23 ANTHEM BC	0.00	7,846.02	
1001	40651	12/21/22	13496	KEENAN & ASSOCIATES	6120	JAN 23 ANTHEM BC	0.00	10,221.69	
TOTAL	CHECK						0.00	35,005.20	
1001	40652	12/21/22	10194	LOZANO SMITH	6060	LEGAL SVC NOV 22	0.00	22.00	
1001	40652	12/21/22	10194	LOZANO SMITH	6060	LEGAL SRV NOV 22	0.00	506.00	
1001	40652	12/21/22	10194	LOZANO SMITH	6060	LEGAL SVC NOV 22	0.00	1,400.00	
1001	40652	12/21/22	10194	LOZANO SMITH	6060	LEGAL SVC NOV 22	0.00	2,024.00	
1001	40652	12/21/22	10194	LOZANO SMITH	6060	LEGAL SVC NOV22	0.00	3,447.25	
1001	40652	12/21/22	10194	LOZANO SMITH	6060	LEGAL SVC NOV22	0.00	4,975.00	

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FUND - 100 - GENERAL FUND											
CASH	ACCT	CHECK	NO	ISSUE	DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK										0.00	12,374.25
1001		40653		12/21/22		10819	MID COUNTY FIRE EXTINGUI	6700	FIRE EXTINGUISHER	0.00	113.28
1001		40653		12/21/22		10819	MID COUNTY FIRE EXTINGUI	6130	FIRE EXTINGUISHER	0.00	113.30
1001		40653		12/21/22		10819	MID COUNTY FIRE EXTINGUI	6020	FIRE EXTINGUISHER	0.00	113.30
1001		40653		12/21/22		10819	MID COUNTY FIRE EXTINGUI	6150	FIRE EXTINGUISHER	0.00	113.32
1001		40653		12/21/22		10819	MID COUNTY FIRE EXTINGUI	6200	FIRE EXTINGUISHER	0.00	487.20
TOTAL CHECK										0.00	940.40
1001		40654		12/21/22		14733	MISSIONSQUARE PLAN SERVI	100	EMP DED 12/15/22	0.00	40.00
1001		40655		12/21/22		12384	PITNEY BOWES GLOBAL FINA	6020	LEASE 7/22-12/22	0.00	36.48
1001		40656		12/21/22		10249	QUILL	6025	BINDER	0.00	16.99
1001		40656		12/21/22		10249	QUILL	6020	ADDRESS STAMPS	0.00	46.40
TOTAL CHECK										0.00	63.39
1001		40657		12/21/22		14668	R.L. FRIEND CONSTRUCTION	5000	FIRE HYDNT INSTALL	0.00	22,275.00
1001		40658		12/21/22		14290	XEROX FINANCIAL SERVICES	6150	LEASE 11/25-12/24	0.00	318.40
1001		40658		12/21/22		14290	XEROX FINANCIAL SERVICES	6160	LEASE 11/25-12/24	0.00	318.40
1001		40658		12/21/22		14290	XEROX FINANCIAL SERVICES	6020	LEASE 11/25-12/24	0.00	318.40
1001		40658		12/21/22		14290	XEROX FINANCIAL SERVICES	6120	LEASE 11/25-12/24	0.00	318.41
1001		40658		12/21/22		14290	XEROX FINANCIAL SERVICES	6200	LEASE 11/25-12/24	0.00	318.41
TOTAL CHECK										0.00	1,592.02
1001		40661		12/29/22		14633	4LEAF, INC.	6160	INSPEC SVCS NOV22	0.00	5,460.00
1001		40662		12/29/22		14519	AMAZON CAPITAL SERVICES	6020	OFF SUPP-ADMIN	0.00	20.69
1001		40662		12/29/22		14519	AMAZON CAPITAL SERVICES	6010	OFF SUPP-COUNCIL	0.00	27.23
1001		40662		12/29/22		14519	AMAZON CAPITAL SERVICES	6150	OFF SUPP-PLANNING	0.00	70.83
TOTAL CHECK										0.00	118.75
1001		40663		12/29/22		14330	B&P PEST PROS	6020	PEST CNTRL DEC22	0.00	90.00
1001		40663		12/29/22		14330	B&P PEST PROS	6130	PEST CNTRL DEC22	0.00	95.00
1001		40663		12/29/22		14330	B&P PEST PROS	6700	PEST CNTRL DEC22	0.00	95.00
TOTAL CHECK										0.00	280.00
1001		40664		12/29/22		10024	BSK ASSOCIATES	5000	WATER TEST	0.00	280.00
1001		40665		12/29/22		11291	THE BUSINESS JOURNAL	6150	GEN PLAN DRAFT	0.00	1,045.00
1001		40666		12/29/22		10064	COLONIAL LIFE INSURANCE	100	EMP DED DEC22	0.00	47.26
1001		40666		12/29/22		10064	COLONIAL LIFE INSURANCE	100	EMP DED DEC22	0.00	47.42
TOTAL CHECK										0.00	94.68
1001		40667		12/29/22		14258	CONSOLIDATED ELECTRICAL	6200	ELECT SUPP-PARKS	0.00	420.99
1001		40668		12/29/22		14702	DAVE'S AUTO SERVICE	6200	F150 SVC-ST	0.00	693.33
1001		40669		12/29/22		13275	FERGUSON WATERWORKS #142	6260	SUPP-PANZAK PARK	0.00	201.17
1001		40669		12/29/22		13275	FERGUSON WATERWORKS #142	6260	SUPP-PANZAK PARK	0.00	1,401.06

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	1,602.23
1001	40670	12/29/22	10104	FPOA	100	EMP DED 12/31/22	0.00	225.00
1001	40671	12/29/22	14779	KB HOME -SOUTH BAY	5000	KB HOME REFUND 12/15	0.00	140.01
1001	40672	12/29/22	14770	LUSARDI MOTORSPORTS	6260	2013 GEM CAR#4	0.00	134.86
1001	40673	12/29/22	10203	MID VALLEY PACKAGING & S	6020	OFF SUPP-CITY HALL	0.00	154.48
1001	40674	12/29/22	14733	MISSIONSQUARE PLAN SERVI	100	EMP DED 12/31/22	0.00	40.00
1001	40675	12/29/22	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA DEC 22	0.00	36.45
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	SUMER&MOGNOLA12/14/22	0.00	4.41
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	SUMNER HY99 12/14/22	0.00	8.80
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	TSFER 3LTS 12/14/22	0.00	9.41
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	LS1-F HWYLT12/14/22	0.00	10.28
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	LS1-EHWYLT 12/14/22	0.00	11.90
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	692 HILL AVE	0.00	13.65
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	8TH/VINE 12/14/22	0.00	13.94
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	ADAMS/DEEAN 12/14/22	0.00	14.28
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	LSQ-AHWYLT 12/14/22	0.00	18.69
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	TR5090 12/14/22	0.00	21.02
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	TEMP/PARL 12/14/22	0.00	30.82
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	LS2A HWYLT 12/14/22	0.00	30.82
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	LS1-F HWYT12/14/22	0.00	44.78
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	LS2-AHWYT12/14/22	0.00	46.08
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	3079 MAIN 12/21/22	0.00	76.58
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	TR5041 12/14/22	0.00	80.95
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	429 E MERCED 12/21	0.00	91.88
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	Y5088 12/14/22	0.00	100.21
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	GLDST/VLY 12/14/22	0.00	144.17
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	630 W FRESNO 12/21	0.00	166.98
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	CLAYTON/ARMST 12/14/2	0.00	182.17
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	LS1-CHYLT 12/14/22	0.00	294.02
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 12/14/22	0.00	368.25
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	LS2-A-HWYLT 12/14/22	0.00	692.39
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	LS1-A 12/14/22	0.00	703.77
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	LSI-E HWY LT 12/14/22	0.00	1,013.23
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6200	LS2- HWY LT 12/14/22	0.00	1,067.74
1001	40676	12/29/22	10237	P G & E - SACRAMENTO	6130	220 E MAIN 12/21/22	0.00	1,158.99
TOTAL CHECK							0.00	6,420.21
1001	40677	12/29/22	10249	QUILL	6010	CR MEMO-SUPP COUNCIL	0.00	-16.98
1001	40677	12/29/22	10249	QUILL	6010	CR MEMO-COUNCIL	0.00	-15.23
1001	40677	12/29/22	10249	QUILL	6010	CR MEMO-SUPP COUNCIL	0.00	-14.12
1001	40677	12/29/22	10249	QUILL	6150	OFFICE SUPP-PLANNING	0.00	14.99
1001	40677	12/29/22	10249	QUILL	6010	OFFICE SUPP-COUNCIL	0.00	15.89
1001	40677	12/29/22	10249	QUILL	6010	OFFICE SUPP-COUNCIL	0.00	19.41
1001	40677	12/29/22	10249	QUILL	6010	OFFICE SUPP-COUNCIL	0.00	20.65
1001	40677	12/29/22	10249	QUILL	6010	OFF SUPP-CITY COUNCIL	0.00	21.76

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40677	12/29/22	10249	QUILL	6010	OFFICE SUPP-COUNCIL	0.00	23.51
1001	40677	12/29/22	10249	QUILL	6020	OFFICE SUPP-CITY HALL	0.00	26.03
1001	40677	12/29/22	10249	QUILL	6030	OFFICE SUPP-FINANCE	0.00	69.84
TOTAL	CHECK						0.00	165.75
1001	40678	12/29/22	13355	SITE ONE LANDSCAPE SUPPL	6260	PARK SUPPLIES-TEES	0.00	16.26
1001	40678	12/29/22	13355	SITE ONE LANDSCAPE SUPPL	6260	PARK SUPP-IRRIGTN	0.00	70.04
1001	40678	12/29/22	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPP PARKS-PIPE	0.00	138.29
TOTAL	CHECK						0.00	224.59
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	5000	DENTAL BENEFITS JAN22	0.00	-238.21
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	8500	DENTAL BENEFITS JAN22	0.00	6.57
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	6400	DENTAL BENEFITS JAN22	0.00	33.18
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	6700	DENTAL BENEFITS JAN22	0.00	33.18
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	6025	DENTAL BENEFITS JAN22	0.00	36.50
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	6030	DENTAL BENEFITS JAN22	0.00	53.19
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	6150	DENTAL BENEFITS JAN22	0.00	82.95
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	6020	DENTAL BENEFITS JAN22	0.00	140.68
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	6160	DENTAL BENEFITS JAN22	0.00	182.49
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	6260	DENTAL BENEFITS JAN22	0.00	199.08
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	6200	DENTAL BENEFITS JAN22	0.00	232.29
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	6120	DENTAL BENEFITS JAN22	0.00	316.64
1001	40679	12/29/22	13647	SUN LIFE FINANCIAL	100	DENTAL BENEFITS JAN22	0.00	1,329.13
TOTAL	CHECK						0.00	2,407.67
1001	40680	12/29/22	10763	SUNBELT RENTALS	6200	MAINLIFT RENTAL	0.00	2,191.44
1001	40681	12/29/22	14787	TOOLE DESIGN GROUP LLC	6150	DWTN STREETSCAPE	0.00	58,407.91
1001	40682	12/29/22	13543	UNIFIRST CORPORATION	5000	UNIFORMS-WTR	0.00	80.03
1001	40682	12/29/22	13543	UNIFIRST CORPORATION	6200	UNIFORMS-PW	0.00	80.04
TOTAL	CHECK						0.00	160.07
1001	40683	12/29/22	10725	VERIZON WIRELESS	6030	CELL PHONE 12/19/22	0.00	51.20
1001	40683	12/29/22	10725	VERIZON WIRELESS	6200	CELL PW 12/19/22	0.00	341.36
TOTAL	CHECK						0.00	392.56
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	6260	VISION BENEFITSJAN23	0.00	-60.78
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	8500	VISION BENEFITSJAN23	0.00	1.77
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	6025	VISION BENEFITSJAN23	0.00	4.93
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	6400	VISION BENEFITSJAN23	0.00	9.85
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	6700	VISION BENEFITSJAN23	0.00	9.85
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	6150	VISION BENEFITSJAN23	0.00	12.80
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	6030	VISION BENEFITSJAN23	0.00	22.84
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	6200	VISION BENEFITSJAN23	0.00	30.28
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	6160	VISION BENEFITSJAN23	0.00	34.46
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	6020	VISION BENEFITSJAN23	0.00	66.35
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	5000	VISION BENEFITSJAN23	0.00	114.80
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	6120	VISION BENEFITSJAN23	0.00	236.31
1001	40684	12/29/22	11335	VISION SERVICE PLAN - (C	100	VISION BENEFITSJAN23	0.00	241.98
TOTAL	CHECK						0.00	725.44

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40686	01/04/23	10007	ALERT-O-LITE, INC	6200	UNIFORMS STREETS	0.00	14.90
1001	40686	01/04/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES STREETS	0.00	109.80
TOTAL	CHECK						0.00	124.70
1001	40687	01/04/23	14519	AMAZON CAPITAL SERVICES	6260	SUPP PARKS-LED LGHTS	0.00	1,638.96
1001	40688	01/04/23	10549	AT&T MOBILITY	6120	FIRSTNET 12/11/22	0.00	846.13
1001	40688	01/04/23	10549	AT&T MOBILITY	6120	INTERSTATE 12/5/22	0.00	901.54
TOTAL	CHECK						0.00	1,747.67
1001	40689	01/04/23	10026	BCT CONSULTING	6120	CYBER SECURITY ANNUAL	0.00	199.98
1001	40689	01/04/23	10026	BCT CONSULTING	5000	CYBER SECURITY ANNUAL	0.00	199.99
1001	40689	01/04/23	10026	BCT CONSULTING	6030	CYBER SECURITY ANNUAL	0.00	199.99
1001	40689	01/04/23	10026	BCT CONSULTING	6150	CYBER SECURITY ANNUAL	0.00	199.99
1001	40689	01/04/23	10026	BCT CONSULTING	6120	VOIP 1/1/23	0.00	251.25
1001	40689	01/04/23	10026	BCT CONSULTING	5000	VOIP 1/1/23	0.00	251.25
1001	40689	01/04/23	10026	BCT CONSULTING	6030	VOIP 1/1/23	0.00	251.25
1001	40689	01/04/23	10026	BCT CONSULTING	6150	VOIP 1/1/23	0.00	251.25
1001	40689	01/04/23	10026	BCT CONSULTING	6120	HELP SVC 12/29/22	0.00	375.00
1001	40689	01/04/23	10026	BCT CONSULTING	5000	HELP SVC 12/29/22	0.00	375.00
1001	40689	01/04/23	10026	BCT CONSULTING	6030	HELP SVC 12/29/22	0.00	375.00
1001	40689	01/04/23	10026	BCT CONSULTING	6150	HELP SVC 12/29/22	0.00	375.00
1001	40689	01/04/23	10026	BCT CONSULTING	6150	NETWK SVC 1/1/23	0.00	458.69
1001	40689	01/04/23	10026	BCT CONSULTING	6120	NETWK SVC 1/1/23	0.00	458.70
1001	40689	01/04/23	10026	BCT CONSULTING	5000	NETWK SVC 1/1/23	0.00	458.70
1001	40689	01/04/23	10026	BCT CONSULTING	6030	NETWK SVC 1/1/23	0.00	458.70
TOTAL	CHECK						0.00	5,139.74
1001	40690	01/04/23	14131	CENTRAL VALLEY SWEEPING,	2250	LEAF SVC DEC22	0.00	2,150.00
1001	40690	01/04/23	14131	CENTRAL VALLEY SWEEPING,	2250	STREET SWEEP DEC22	0.00	3,025.00
TOTAL	CHECK						0.00	5,175.00
1001	40691	01/04/23	11970	CENTRAL VALLEY TOXICOLOG	6120	RN22-1120 ETHYL ALCOH	0.00	160.00
1001	40692	01/04/23	14356	COMCAST	6700	CABLE 12/25-1/24/23	0.00	224.60
1001	40692	01/04/23	14356	COMCAST	6120	COMCAST BUSINES DEC22	0.00	248.39
TOTAL	CHECK						0.00	472.99
1001	40693	01/04/23	11226	COMMUNITY MEDICAL CENTER	6120	RN 22-0919 BLOOD DRAW	0.00	175.00
1001	40694	01/04/23	10124	COUNTY OF FRESNO	6120	DISPATCH SVC 2/22	0.00	8,603.01
1001	40694	01/04/23	10124	COUNTY OF FRESNO	6120	DISPATCH SVC 12/22	0.00	8,740.82
TOTAL	CHECK						0.00	17,343.83
1001	40695	01/04/23	14188	DATA TICKET	6120	CITATION PROCESSING	0.00	72.50
1001	40696	01/04/23	14789	DURATION LIGHTING	6200	DECORATIVE LIGHTING	0.00	5,218.74
1001	40697	01/04/23	10113	FOWLER ACE HARDWARE	6120	BRUSH ART	0.00	4.32
1001	40697	01/04/23	10113	FOWLER ACE HARDWARE	6120	BATTERIES	0.00	15.14
1001	40697	01/04/23	10113	FOWLER ACE HARDWARE	6120	MISC. HARDWARE	0.00	28.74
1001	40697	01/04/23	10113	FOWLER ACE HARDWARE	6120	BATTERY WATCH	0.00	35.66

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	83.86
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	0.32
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	1.50
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	3.02
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	3.24
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	4.31
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	4.97
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	4.97
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	5.40
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	5.40
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	6.48
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	6.48
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	7.34
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	8.12
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	8.21
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	8.50
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	9.05
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	9.73
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	12.31
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	13.61
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	14.05
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	15.13
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	15.14
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	16.22
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	17.31
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	18.47
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	19.78
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	20.29
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	20.55
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	21.63
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	26.52
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	29.21
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	35.70
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	41.07
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	44.36
1001	40699	01/04/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	98.97
TOTAL CHECK							0.00	577.36
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	6130	SUPPLIES FIRE	0.00	0.30
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	2.91
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	5.40
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	5.61
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	6.05
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	7.13
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	8.42
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	8.65
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	8.65
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	6130	SUPPLIES FIRE	0.00	9.73
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	12.98
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	15.14
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	18.39

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	19.47
1001	40700	01/04/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT. SUPPLIES	0.00	27.24
TOTAL CHECK							0.00	156.07
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	2.26
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	3.24
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	5.40
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	8.64
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	10.27
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	10.38
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	15.14
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	17.28
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	17.82
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	17.94
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	29.21
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	45.43
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	47.75
1001	40701	01/04/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	53.00
TOTAL CHECK							0.00	283.76
1001	40702	01/04/23	10114	FOWLER BUTANE SERVICES	6260	PROPANE PW	0.00	25.49
1001	40702	01/04/23	10114	FOWLER BUTANE SERVICES	6260	PROPANE PW	0.00	27.61
1001	40702	01/04/23	10114	FOWLER BUTANE SERVICES	6260	PROPANE PW	0.00	28.32
TOTAL CHECK							0.00	81.42
1001	40703	01/04/23	10306	FOWLER FLORAL SHOP, THE	6120	FLOWERS FOR SORONDO	0.00	203.24
1001	40704	01/04/23	10122	FRESNO COUNTY FIRE PROTE	6130	FIRE SVC AGREEMENT	0.00	200,000.00
1001	40705	01/04/23	10350	LK DESIGN	6020	WEBSITE OCT-DEC 22	0.00	450.00
1001	40706	01/04/23	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORM JIMENEZ	0.00	95.76
1001	40706	01/04/23	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORM SOLIAN	0.00	135.02
1001	40706	01/04/23	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORMS JIMENEZ	0.00	248.14
1001	40706	01/04/23	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORM HARO	0.00	556.95
1001	40706	01/04/23	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORM KULOW	0.00	759.12
1001	40706	01/04/23	10201	METRO UNIFORM & ACCESSOR	6120	BODY ARMOR SOLIAN	0.00	1,009.05
TOTAL CHECK							0.00	2,804.04
1001	40707	01/04/23	10819	MID COUNTY FIRE EXTINGUI	6200	FIRE EXT MAINTENANCE	0.00	109.00
1001	40708	01/04/23	10215	NELSON HARDWARE & GIFTS	6260	SUPPLIES PARKS	0.00	126.19
1001	40709	01/04/23	10885	NELSONS POWER CENTER	6200	SUPPLIES STREETS	0.00	200.95
1001	40710	01/04/23	10237	P G & E - SACRAMENTO	6200	1292 MILLAR 12/28/22	0.00	9.53
1001	40710	01/04/23	10237	P G & E - SACRAMENTO	2250	MANN/GOD ST 12/23/22	0.00	14.78
1001	40710	01/04/23	10237	P G & E - SACRAMENTO	2250	MAN/GLDST 12/28/22	0.00	46.42
1001	40710	01/04/23	10237	P G & E - SACRAMENTO	2250	300 W MERCED 12/28/22	0.00	56.66
1001	40710	01/04/23	10237	P G & E - SACRAMENTO	2250	ADMS/GLDN ST 12/28/22	0.00	89.60
1001	40710	01/04/23	10237	P G & E - SACRAMENTO	2250	GLDST/MAN SIG12/28/22	0.00	116.07
1001	40710	01/04/23	10237	P G & E - SACRAMENTO	2250	MERCED/8TH 12/28/22	0.00	199.84



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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40710	01/04/23	10237	P G & E - SACRAMENTO	5000	325 S. 5TH 12/28/22	0.00	444.10
1001	40710	01/04/23	10237	P G & E - SACRAMENTO	6150	122 S 5TH #A 12/28/22	0.00	490.01
1001	40710	01/04/23	10237	P G & E - SACRAMENTO	2250	700 MERCED#A12/28/22	0.00	679.62
1001	40710	01/04/23	10237	P G & E - SACRAMENTO	5000	WELL SITE 8 12/29/22	0.00	1,097.60
1001	40710	01/04/23	10237	P G & E - SACRAMENTO	5000	WELL SITE 7 12/29/22	0.00	12,785.01
TOTAL CHECK							0.00	16,029.24
1001	40711	01/04/23	14769	PACIFIC SOLAR	7300	SOLAR PROJECT	0.00	46,506.16
1001	40712	01/04/23	12384	PITNEY BOWES GLOBAL FINA	6020	LEASE 8/28-11/27/22	0.00	340.98
1001	40713	01/04/23	13655	PROVOST & PRITCHARD	5000	WELL#9 MEETING	0.00	1,382.00
1001	40714	01/04/23	10251	R & R AUTO REPAIR SHOP	6200	STREETS AUTO SVC	0.00	20.05
1001	40714	01/04/23	10251	R & R AUTO REPAIR SHOP	6200	STREETS AUTO SVC	0.00	25.91
1001	40714	01/04/23	10251	R & R AUTO REPAIR SHOP	6200	STREETS AUTO SVC	0.00	25.91
1001	40714	01/04/23	10251	R & R AUTO REPAIR SHOP	6200	STREETS AUTO SVC	0.00	241.72
1001	40714	01/04/23	10251	R & R AUTO REPAIR SHOP	6120	CAMRY VEH MAINT	0.00	582.93
TOTAL CHECK							0.00	896.52
1001	40715	01/04/23	13075	RAPID AUTOBODY AND WHEEL	6120	2013 FORD REPAIR	0.00	1,440.00
1001	40716	01/04/23	11195	ROBERT V JENSEN INC	5000	FUEL WELL#6 GENERATOR	0.00	1,759.00
1001	40717	01/04/23	13145	ROSENBALM ROCKERY INC	5000	SUPPLIES WATER	0.00	53.86
1001	40718	01/04/23	13851	RUCKSTELL CALIFORNIA SAL	6200	F550 REPAIR PW	0.00	1,144.97
1001	40719	01/04/23	10274	SAN JOAQUIN VAL AIR POLL	5000	23/24 ANNUAL PERMIT	0.00	290.00
1001	40720	01/04/23	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES PARKS	0.00	266.36
1001	40721	01/04/23	14358	SPARKLETTS	6120	WTR SVC DEC22 PD	0.00	123.38
1001	40721	01/04/23	14358	SPARKLETTS	6020	WTR SVC DEC22 ADMIN	0.00	145.83
TOTAL CHECK							0.00	269.21
1001	40722	01/04/23	13135	STATE WATER RESOURCE CON	500	ANNUALFEE 7/1-6/30/23	0.00	15,168.96
1001	40723	01/04/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL SNR CTR	0.00	54.56
1001	40723	01/04/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL SNR CTR	0.00	60.47
1001	40723	01/04/23	13543	UNIFIRST CORPORATION	6200	MATS/MOPS ADMIN	0.00	68.20
1001	40723	01/04/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	96.98
1001	40723	01/04/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS WTR	0.00	96.98
TOTAL CHECK							0.00	377.19
1001	40724	01/04/23	14788	XPRESS YOURSELF	6700	SNOW XMAS EVENT	0.00	575.00
1001	40727	01/10/23	14633	4LEAF, INC.	6160	INSPECTION SVCS SEP22	0.00	3,269.50
1001	40727	01/10/23	14633	4LEAF, INC.	6160	INSPECTION SVCS AUG22	0.00	3,881.25
1001	40727	01/10/23	14633	4LEAF, INC.	6160	INSPECTION SVCS JUN22	0.00	5,505.50
1001	40727	01/10/23	14633	4LEAF, INC.	6160	INSPECTION SVCS JUL22	0.00	6,076.88
1001	40727	01/10/23	14633	4LEAF, INC.	6160	INSPECTION SVCS OCT22	0.00	6,390.75

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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

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ACCOUNTING PERIOD: 7/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	25,123.88
1001	40728	01/10/23	11084	BARCO PRODUCTS	6200	SIGN POST PROTECTOR	0.00	396.81
1001	40728	01/10/23	11084	BARCO PRODUCTS	6200	SIGN POST PROTECTOR	0.00	673.06
TOTAL CHECK							0.00	1,069.87
1001	40729	01/10/23	11792	CA BUILDING STANDARDS CO	6160	CA BSASRF OCT22-DEC22	0.00	228.60
1001	40730	01/10/23	10088	DEPARTMENT OF CONSERVATI	6160	CASEISMIC OCT22-DEC22	0.00	730.51
1001	40731	01/10/23	14634	DEWBERRY ARCHITECTS INC	7200	PD SENIOR CTR DESIGN	0.00	4,515.00
1001	40732	01/10/23	14789	DURATION LIGHTING	6200	20 LED LIGHTING	0.00	1,203.93
1001	40733	01/10/23	14659	FIRE SAFETY SOLUTIONS	6160	INSP & PLAN CHECK	0.00	1,680.00
1001	40733	01/10/23	14659	FIRE SAFETY SOLUTIONS	6160	STATE FIRE INSP	0.00	4,410.00
TOTAL CHECK							0.00	6,090.00
1001	40734	01/10/23	10108	FIVE CITIES EDA - EDC	6020	Q2 JAN-MAR 23	0.00	778.59
1001	40735	01/10/23	10113	FOWLER ACE HARDWARE	6120	FINANCE CHARGE	0.00	1.68
1001	40735	01/10/23	10113	FOWLER ACE HARDWARE	6120	HDMI CABLE	0.00	17.31
1001	40735	01/10/23	10113	FOWLER ACE HARDWARE	6120	MISC. TOOLS	0.00	87.63
TOTAL CHECK							0.00	106.62
1001	40736	01/10/23	10488	FOWLER UNIFIED SCHOOL DI	5000	OCT 22 FUEL	0.00	596.38
1001	40736	01/10/23	10488	FOWLER UNIFIED SCHOOL DI	6200	OCT 22 FUEL	0.00	596.38
1001	40736	01/10/23	10488	FOWLER UNIFIED SCHOOL DI	6260	OCT 22 FUEL	0.00	596.39
1001	40736	01/10/23	10488	FOWLER UNIFIED SCHOOL DI	5000	NOV 22 FUEL	0.00	631.37
1001	40736	01/10/23	10488	FOWLER UNIFIED SCHOOL DI	6200	NOV 22 FUEL	0.00	631.37
1001	40736	01/10/23	10488	FOWLER UNIFIED SCHOOL DI	6260	NOV 22 FUEL	0.00	631.37
1001	40736	01/10/23	10488	FOWLER UNIFIED SCHOOL DI	6200	DEC 22 FUEL	0.00	647.50
1001	40736	01/10/23	10488	FOWLER UNIFIED SCHOOL DI	6260	DEC 22 FUEL	0.00	647.50
1001	40736	01/10/23	10488	FOWLER UNIFIED SCHOOL DI	5000	DEC 22 FUEL	0.00	647.51
TOTAL CHECK							0.00	5,625.77
1001	40737	01/10/23	14749	HOFFMAN SECURITY	6120	CCTV 1/1-1/31/23	0.00	57.00
1001	40738	01/10/23	14685	MICHAEL REID	6120	MIL REIMB-REID	0.00	74.57
1001	40739	01/10/23	13655	PROVOST & PRITCHARD	6150	LLA 22-40	0.00	112.70
1001	40739	01/10/23	13655	PROVOST & PRITCHARD	6150	TTM 22-47	0.00	121.95
1001	40739	01/10/23	13655	PROVOST & PRITCHARD	6260	CUP 22-48 HARRIS PARK	0.00	121.95
1001	40739	01/10/23	13655	PROVOST & PRITCHARD	6150	SPR 22-44	0.00	163.10
1001	40739	01/10/23	13655	PROVOST & PRITCHARD	6150	SPR 22-32	0.00	259.00
1001	40739	01/10/23	13655	PROVOST & PRITCHARD	6150	CUP 22-41	0.00	509.60
1001	40739	01/10/23	13655	PROVOST & PRITCHARD	6150	SPR 22-45	0.00	644.70
1001	40739	01/10/23	13655	PROVOST & PRITCHARD	6150	SPR 22-42	0.00	679.00
1001	40739	01/10/23	13655	PROVOST & PRITCHARD	6150	CUP 19-02	0.00	1,077.30
1001	40739	01/10/23	13655	PROVOST & PRITCHARD	6150	REZ 22-10	0.00	1,120.87
1001	40739	01/10/23	13655	PROVOST & PRITCHARD	6150	GENERAL PLAN	0.00	72,099.16
TOTAL CHECK							0.00	76,909.33

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CITY OF FOWLER  
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FUND - 100 - GENERAL FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1001	40740	01/10/23	11695	QUAD KNOPF	6150	GRANT ASSESSMENT	0.00	799.00	
1001	40741	01/10/23	14790	SARA POMARE	6150	GRANTS SUPPORT	0.00	250.00	
1001	40741	01/10/23	14790	SARA POMARE	6150	GRANTS SUPPORT	0.00	425.00	
1001	40741	01/10/23	14790	SARA POMARE	6150	GRANTS SUPPORT	0.00	450.00	
1001	40741	01/10/23	14790	SARA POMARE	6150	GRANTS SUPPORT	0.00	500.00	
1001	40741	01/10/23	14790	SARA POMARE	6150	GRANTS SUPPORT	0.00	600.00	
TOTAL CHECK							0.00	2,225.00	
1001	40742	01/10/23	10725	VERIZON WIRELESS	6150	CELL PHONE 12/23/22	0.00	203.56	
1001	40743	01/10/23	14259	VISUAL EDGE IT INC DBA I	6020	COPIER SVC 1/6/23	0.00	149.62	
1001	40743	01/10/23	14259	VISUAL EDGE IT INC DBA I	6160	COPIER SVC 1/6/23	0.00	149.63	
1001	40743	01/10/23	14259	VISUAL EDGE IT INC DBA I	5000	COPIER SVC 1/6/23	0.00	149.63	
1001	40743	01/10/23	14259	VISUAL EDGE IT INC DBA I	6150	COPIER SVC 1/6/23	0.00	149.63	
TOTAL CHECK							0.00	598.51	
TOTAL CASH ACCOUNT							0.00	799,488.49	
TOTAL FUND							0.00	799,488.49	

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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 15  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '40593' and '40743'  
ACCOUNTING PERIOD: 7/23

FUND - 201 - DISTRICT SALES TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40725	01/04/23	10122	FRESNO COUNTY FIRE PROTE	2010	FIRE SVC AGREEMENT	0.00	137,500.00
TOTAL CASH ACCOUNT							0.00	137,500.00
TOTAL FUND							0.00	137,500.00

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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 16  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '40593' and '40743'  
ACCOUNTING PERIOD: 7/23

FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40629	12/14/22	14749	HOFFMAN SECURITY	2120	MONTHLY SVCS	0.00	125.00
1001	40630	12/14/22	14433	PRICE PAIGE & COMPANY	2120	BANK REC JUNE22	0.00	5,812.00
1001	40643	12/20/22	14668	R.L. FRIEND CONSTRUCTION	2120	WATER MTR REPLAC	0.00	60,876.30
1001	40659	12/21/22	14433	PRICE PAIGE & COMPANY	2120	BANK REC JUN22	0.00	7,865.00
1001	40726	01/04/23	14749	HOFFMAN SECURITY	2120	MONTHLY SVC DEC22	0.00	125.00
TOTAL CASH ACCOUNT							0.00	74,803.30
TOTAL FUND							0.00	74,803.30

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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

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ACCOUNTING PERIOD: 7/23

FUND - 503 - TCP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40685	12/29/22	13655	PROVOST & PRITCHARD	5030	TCP DESIGN	0.00	2,765.80
TOTAL CASH ACCOUNT							0.00	2,765.80
TOTAL FUND							0.00	2,765.80

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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

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ACCTPA21

SELECTION CRITERIA: transact.check\_no between '40593' and '40743'  
ACCOUNTING PERIOD: 7/23

FUND - 900 - PUBLIC FINANCING AUTH

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40660	12/21/22	10214	NBS	9000	QTRLY JAN-MAR 23	0.00	667.00
TOTAL CASH ACCOUNT							0.00	667.00
TOTAL FUND							0.00	667.00
TOTAL REPORT							0.00	1,015,224.59

**MINUTES OF THE FOWLER CITY COUNCIL SPECIAL MEETING  
Tuesday, December 13, 2022**

Mayor Pro-Tem Rodriquez called the meeting to order at 6:05 p.m.

Councilmembers Present: Rodriquez, Kazarian, Mejia, Parra

City Staff Present: City Manager Tucker, City Attorney Cross, Police Chief Reid, Public Works Director Dominguez, Community Development Director Gaffery, Recreation Supervisor Hernandez, City Planner Marple, Deputy City Clerk Vasquez, Account Assistant Beckie Molina

**5. PUBLIC COMMENT**

*Steve Mulligan, District Manager of Consolidated Mosquito Abatement District, spoke. Lupe Orozco with Fowler Youth Football presented City of Fowler with a plaque of appreciation.*

**6. ADOPT Resolution No. 2611, A Resolution of the City Council of the City of Fowler Declaring Results of Municipal Election Held on November 8, 2022**

**Councilmember Parra made a motion to ADOPT Resolution No. 2611, A Resolution of the City Council of the City of Fowler Declaring Results of Municipal Election Held on November 8, 2022, seconded by Councilmember Mejia. The motion carried by roll call vote: Parra, Mejia, Kazarian, Rodriquez**

**7. Presentation to Outgoing Mayor Pro-Tem Mark Rodriquez**

*Councilmember Parra presented outgoing Mayor Pro-Tem Rodriquez with a plaque of recognition for his years of service to the city.*

**8. Installation of newly elected Councilmembers: City Clerk to administer Oath of Office to Amarjeet Gill and Leonard J. Hammer**

*Deputy City Clerk Vasquez swore in newly elected Councilmembers Gill and Hammer.*

**9. Recess**

**10. Reorganization of City Council**

**10-A. Election of Mayor by City Council**

**Councilmember Gill made a motion to nominate Councilmember Parra as Mayor, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Gill, Mejia, Hammer, Parra; Noes: Kazarian**



**10-B. Election of Mayor Pro-Tem by City Council**

**Councilmember Gill made a motion to nominate Councilmember Mejia as Mayor Pro-Tem, seconded by Councilmember Hammer. The motion carried by roll call vote: Ayes: Gill, Hammer, Mejia, Parra; Noes: Kazarian**

**11. CONSENT CALENDAR**

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

**12. CONTESTED CONSENT CALENDAR**

*N/A*

**13. COUNCILMEMBER REPORTS AND COMMENTS**

**13-A. APPOINT delegates to various boards, agencies, and commissions**

**Mayor Parra APPOINTED delegates and alternates to the following boards, agencies, and commissions:**

- 1) Consolidated Mosquito Abatement District: delegate, Councilmember Hammer**
- 2) Finance Committee: delegates, Councilmember Hammer and Mayor Parra**
- 3) Five Cities Economic Development Authority: delegate, Councilmember Kazarian; alternate, Mayor Pro-Tem Mejia**
- 4) Fowler Recreation Commission: delegate Mayor Pro-Tem Mejia; alternate, Councilmember Gill**
- 5) Friends of Fowler Library: delegate Councilmember Gill; alternate, Councilmember Hammer**
- 6) Fresno County Council of Governments (COG): delegate Mayor Parra; alternate, Mayor Pro-Tem Mejia**
- 7) SJV Air Pollution Control District Committee: delegate, Councilmember Gill; alternate; Councilmember Hammer**
- 8) Selma-Kingsburg-Fowler Sanitation District (SKF): delegate, Mayor Pro-Tem Mejia, alternate; Mayor Parra**
- 9) South Kings Ground Water Sustainability Agency: delegate Councilmember Kazarian; alternate, Mayor Pro-Tem Mejia**
- 10) Southeast Regional Solid Waste Commission: delegate, Councilmember Gill; alternate; Councilmember Hammer**
- 11) 2023 Veteran's Day Event: delegate, Councilmember Hammer; alternate, Mayor Parra**

**Mayor Pro-Tem Mejia made a motion to approve the APPOINTED delegates to various boards, agencies, and commissions, seconded by Councilmember Kazarian. The motion carried by roll call vote: Mejia, Kazarian, Gill, Hammer, Parra**

**14. ADJOURNMENT**

**Having no further business, the meeting adjourned at 6:47 p.m.**



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

ITEM NO: 7-C

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

January 17, 2023

**FROM:** SCOTT CROSS, City Attorney

### **SUBJECT**

APPROVE Resolution No. 2613, 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. 2592 has expired, and Resolution No. 2613 is presented for consideration 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.

Resolution No. 2592 has expired due to the fact that the City Council last approved continuing the authorization for remote teleconferencing in accordance with AB 361 at the December 13, 2022 City

Council meeting. Therefore, a new resolution with the required findings must be approved to reauthorize the use of remote teleconferencing in accordance with AB 361.

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. 2613

## **RESOLUTION NO. 2613**

### **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 December 13, 2022, and January 17, 2023, City Council meetings, and the original authorization for remote meetings expired; and

**WHEREAS**, the City Council approved Resolution No. 2613 on January 17, 2023, 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. 2613 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 special meeting of the City Council on January 17, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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Daniel T. Parra, Mayor

ATTEST:

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Angela Vasquez, Deputy City Clerk



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

ITEM NO: 7-D

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

January 17, 2023

**FROM** ANGELA VASQUEZ, Deputy City Clerk / Human Resource Officer

### **SUBJECT**

APPROVE Resolution No. 2614 adopting the monthly employee share of health benefits premiums for calendar year 2023.

### **RECOMMENDATION**

Staff recommend the City Council take the above action.

### **BACKGROUND**

Resolution No. 2604 (Employee Benefits Handbook) was adopted on November 1, 2022. Section 14(b) of the Employee Benefits Handbook provides that the City Council shall set the monthly employee share of health benefits premiums by resolution, generally as a part of the annual budget process. Although a monthly employee share of health benefit premiums has existed in the past, staff cannot locate any documentation to confirm this action was ever approved by City Council or delegated to City staff to do so. This Resolution serves to satisfy the requirement in the approved Employee Benefits Handbook and establish the monthly employee share of health benefit premiums for 2023. The monthly employee share of health benefit premiums for calendar year 2023 remains the same as in prior years.

### **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

Employee health benefits costs are included in the fiscal year 2022/23 approved budget and will be included in the fiscal year 2023/24 proposed. budget

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Resolution No. 2614
- Attachment A



**RESOLUTION NO. 2614**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
SETTING THE MONTHLY EMPLOYEE SHARE OF HEALTH BENEFIT PREMIUMS  
FOR CALENDAR YEAR 2023**

**WHEREAS**, employee health benefit premiums charged to the City vary from year to year; and

**WHEREAS**, the Employee Benefits Handbook approved by Resolution No. 2604 provides that the City Council, by resolution, shall set the monthly employee share of Health Benefits premiums, generally as a part of the annual budget process; and

**WHEREAS**, the City has received calendar year 2023 monthly health benefit premium totals from the City's benefits providers for the medical and prescription medication, dental, and vision plans offered to employees; and

**WHEREAS**, the City Council now desires to set the monthly employee share of employee health benefit premiums for calendar year 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that employee health premiums for calendar year 2023 are hereby set as shown in **Attachment A** of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 17th day of January 2023, at a special meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

---

Daniel T. Parra, Mayor

ATTEST:

---

Angela Vasquez, Deputy City Clerk

## ATTACHMENT A

### City of Fowler 2023 Employee Monthly Health Benefits Premiums

#### Blue Cross PPO Medical & EmpiRx Prescription

	2022		2023	
	City Pays	Employee Pays	City Pays	Employee Pays
Employee	\$801.40	\$50.00	\$841.47	\$50.00
Employee & 1	\$1,602.80	\$65.00	\$1,682.94	\$65.00
Employee & 2+	\$2,083.65	\$80.00	\$2,187.83	\$80.00
Retiree	\$0.00	\$801.40	\$0.00	\$841.47
Retiree & 1	\$0.00	\$1,602.80	\$0.00	\$1,682.94
Retiree & 2+	\$0.00	\$2,083.65	\$0.00	\$2,187.83

#### Sun Life Dental

	2022		2023	
	City Pays	Employee Pays	City Pays	Employee Pays
Employee	\$50.96	\$0.00	\$50.96	\$0.00
Employee & 1	\$110.48	\$59.52	\$110.48	\$59.52
Employee & 2+	\$166.38	\$115.42	\$166.38	\$115.42
Retiree	Not Offered	Not Offered	Not Offered	Not Offered
Retiree & 1	Not Offered	Not Offered	Not Offered	Not Offered
Retiree & 2+	Not Offered	Not Offered	Not Offered	Not Offered

#### VSP Vision

	2022		2023	
	City Pays	Employee Pays	City Pays	Employee Pays
Employee	\$19.69	\$0.00	\$19.69	\$0.00
Employee & 1	\$28.54	\$8.84	\$28.54	\$8.84
Employee & 2+	\$51.18	\$31.50	\$51.18	\$31.50
Retiree	Not Offered	Not Offered	Not Offered	Not Offered
Retiree & 1	Not Offered	Not Offered	Not Offered	Not Offered
Retiree & 2+	Not Offered	Not Offered	Not Offered	Not Offered



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

ITEM NO: 7-E

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

January 17, 2023

**FROM** ANGELA VASQUEZ, Deputy City Clerk / Human Resource Officer

### **SUBJECT**

Actions pertaining to positions authorized in the fiscal year 2022/23 budget:

- (i) APPROVE Position Authorization Resolution No. 2615 converting one Accounting Assistant to Administrative Assistant, and converting one Code Enforcement Officer I to Planning & Code Enforcement Technician I
- (ii) APPROVE Salary Resolution No. 2616 adopting the salary classification schedule for all employees

### **RECOMMENDATION**

Staff recommend the City Council approve the above actions.

### **BACKGROUND**

#### Accounting Assistant to Administrative Assistant

One of the current Accounting Assistants has been taking the lead on duties that best align with the Administrative Assistant class such as records retention and destruction, special project research, and administrative support for management.

#### Code Enforcement Officer I to Planning & Code Enforcement Technician I

A Code Enforcement Officer I was included in the fiscal year 2021/22 approved budget. The position was recruited, an employee onboarded, who then subsequently left for another position. The position was recruited again and there was not a robust applicant pool. Additionally, in evaluating the code enforcement duties, along with the addition of Community Service Officers in the Police Department,

the needs for code enforcement have changed. Staff learned the most time-consuming code enforcement functions tend to be complex cases related to land use and entitlements, as well as larger nuisance cases that require interactions between planning and the City Attorney. These skills are not typically found in candidates applying for a Code Enforcement Officer I position. In speaking with the City's consultant, Koff and Associates, a hybrid planning and code enforcement officer position was formulated. This position will be able to perform higher-level code enforcement duties and also reduce code enforcement workload from the contract city planner as well as director.

## **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

For the Administrative Assistant, the additional monthly cost will be \$204.

For the Planning & Code Enforcement Technician I, the additional monthly cost of this position will be more than offset in a reduction of hours billed by Provost & Pritchard for contract planning services.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Position Authorization Resolution No. 2615
  - o Exhibit A: Position Authorization Resolution
- Salary Resolution No. 2616
  - o Exhibit A: Salary Classification Schedule

**RESOLUTION NO. 2615**

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

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

**WHEREAS**, the number of full-time positions in which persons may be employed by the City during Fiscal Year 2022/2023 was adopted during the Fiscal Year 2022/23 Budget; and

**WHEREAS**, City Council now desires to amend the authorized positions as set forth in Attachment A of this Resolution; and

**WHEREAS**, the total number of authorized positions shall not increase above the 36 positions previously authorized for Fiscal Year 2022-23, and the number of persons employed in full-time positions shall not exceed the total number of authorized positions.

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

**PASSED, APPROVED AND ADOPTED this 17th day of January 2023, at a special meeting of the Fowler City Council by the following vote:**

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

---

Daniel T. Parra, Mayor

ATTEST:

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Angela Vasquez, Deputy City Clerk

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

<b>Classification</b>	<b>FTE</b>	<b>Primary Dept</b>
City Manager	1.0	Administration
Deputy City Clerk/Human Resource Officer	1.0	Clerk
Finance Director	1.0	Finance
<b>Accounting Assistant</b>	<del>2</del> 1.0	Finance
<b>Administrative Assistant</b>	<del>1</del> 2.0	Finance
Accountant	1.0	Finance
Permit Technician	1.0	Comm Dev
<b>Code Enforcement Officer I</b>	<del>1</del> 0	Comm Dev
<b>Planning &amp; Code Enforcement Technician 1</b>	1.0	Comm Dev
Records and Property Technician I	1.0	Police
Community and Economic Development Director	1.0	Comm Dev
Building Official	1.0	Comm Dev
Police Chief	1.0	Police
Police Lieutenant	1.0	Police
Police Sergeant	2.0	Police
Police Corporal	2.0	Police
Police Officer	2.0	Police
Public Works Director	1.0	PW
Public Works Supervisor	1.0	PW
Maintenance Assistant	3.0	PW
Maintenance Worker	2.0	PW
Senior Maintenance Worker	1.0	PW
Water Operator	1.0	PW
Water Operator II	2.0	PW
Recreation and Senior Center Supervisor	1.0	Senior/Recreation

**\*Full time positions**

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**36.0**

**RESOLUTION NO. 2616**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER  
ADOPTING SALARY CLASSIFICATION SCHEDULE FOR ALL EMPLOYEES**

**WHEREAS**, Government Code Section 36506 requires the City Council, by resolution or ordinance, to fix the compensation for all appointive officers and employees of the city; and

**WHEREAS**, the Salary Classification Schedule attached as Exhibit “A” to this Resolution has been reviewed and considered by the City Council; and

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

1. The Salary Classification Schedule attached hereto as Exhibit “A” is adopted.
2. All prior resolutions concerning compensation of City employees that are in conflict with this Resolution or the attached Salary Classification Schedule are hereby repealed, and this Resolution shall be effective January 17, 2023.

The foregoing Resolution was duly passed, approved, and adopted on the 17th day of January 2023, at a special meeting of the Fowler City Council by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

**APPROVED:**

---

Daniel T. Parra, Mayor

**ATTEST:**

---

Angela Vasquez, Deputy City Clerk

# EXHIBIT A

## SALARY CLASSIFICATIONS & CORRESPONDING STEP PER POSITION

FISCAL YEAR 2022-2023

After Classification & Compensation Study

Effective 01/17/2023

Rev 01/17/2023

FULL TIME POSITION/CLASSIFICATION TITLE	MONTHLY PAY				
	STEP A	STEP B	STEP C	STEP D	STEP E
CITY MANAGER					15,356 *
ASSISTANT CITY MANAGER	9,702	10,188	10,697	11,232	11,793
CITY CLERK	5,777	6,066	6,369	6,687	7,022
DEPUTY CITY CLERK/HUMAN RESOURCE OFFICER	5,233	5,495	5,770	6,058	6,361
ACCOUNTANT	4,403	4,623	4,854	5,097	5,351 Y
ACCOUNTING ASSISTANT	3,274	3,437	3,609	3,790	3,979
ACCOUNTING TECHNICIAN	3,613	3,794	3,984	4,183	4,392
ADMINISTRATIVE ASSISTANT	3,613	3,794	3,984	4,183	4,392
BUILDING INSPECTOR I	3,613	3,794	3,984	4,183	4,392
BUILDING INSPECTOR II	4,191	4,400	4,620	4,851	5,094
BUILDING OFFICIAL	5,636	5,918	6,213	6,524	6,850 AA
CODE ENFORCEMENT OFFICER I	3,116	3,272	3,435	3,607	3,787
CODE ENFORCEMENT OFFICER II	3,613	3,794	3,984	4,183	4,392
PLANNING & CODE ENFORCEMENT TECHNICIAN I	3,525	3,702	3,887	4,081	4,285
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	7,963	8,361	8,779	9,218	9,679
FINANCE DIRECTOR	8,576	9,004	9,454	9,927	10,424
FIRE CHIEF	8,366	8,785	9,224	9,685	10,169
MAINTENANCE ASSISTANT	2,966	3,114	3,270	3,433	3,605
MAINTENANCE WORKER	3,439	3,611	3,792	3,981	4,181
SENIOR MAINTENANCE WORKER	3,796	3,986	4,186	4,395	4,615 Y
PERMIT TECHNICIAN	3,525	3,702	3,887	4,081	4,285
POLICE CHIEF					12,000 *
POLICE CORPORAL	5,364	5,632	5,914	6,210	6,520
POLICE LIEUTENANT	6,867	7,210	7,570	7,949	8,346
POLICE OFFICER	4,626	4,857	5,100	5,355	5,622 AA, A/
POLICE OFFICER + 2% POST	4,719	4,954	5,202	5,462	5,734
POLICE OFFICER + 5% POST	4,857	5,100	5,355	5,623	5,903
POLICE SERGEANT	5,921	6,217	6,528	6,854	7,197
POLICE SERGEANT + 2% POST	6,039	6,341	6,659	6,991	7,341
POLICE SERGEANT + 5% POST	6,217	6,528	6,854	7,197	7,557 AA
PUBLIC WORKS DIRECTOR	7,963	8,361	8,779	9,218	9,679
PUBLIC WORKS SUPERVISOR	5,636	5,918	6,213	6,524	6,850
RECORDS AND PROPERTY TECHNICIAN I	2,893	3,038	3,190	3,349	3,517 Y
RECORDS AND PROPERTY TECHNICIAN II	3,355	3,523	3,699	3,884	4,079
RECREATION AND SENIOR CENTER SUPERVISOR	5,106	5,361	5,629	5,911	6,206
WATER OPERATOR IN TRAINING	2,893	3,038	3,190	3,349	3,517 Z
WATER OPERATOR I	3,355	3,523	3,699	3,884	4,079
WATER OPERATOR II	3,704	3,889	4,083	4,288	4,502 Y,Y

\*Negotiated by Council approved agreement

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

Y indicates employee with a grandfathered salary above Step E

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





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

ITEM NO: 7-F

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

January 17, 2023

**FROM** MARGARITA MORENO, Finance Director

### **SUBJECT**

APPROVE disposal of several pieces of equipment and supplies within the Public Works Department.

### **RECOMMENDATION**

Approve disposal of the identified surplus equipment and supplies in Exhibit A.

### **BACKGROUND**

Public Works Department has identified multiple items that are stored at the City Yard and that are no longer utilized in Public Works operations. Several of these items have mechanical issues where the repair costs exceed the value of the item, others are no longer needed.

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 items will be deposited into their respective departments.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- Exhibit A: Surplus List

## Exhibit A

Item	Quantity
Green Machine Lawn Mower	1
Vermeer BC935 Mulcher	1
Polaris Gem E-cart	1
300 Gallon Spray Tank	1
Target PAC III Concrete Cutter	1
Stone Asphalt Tamper	1
Picnic Table	3
Honda 4518 Mower	1
Brass from old Water Meters	1000
Street Signs	300



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

ITEM NO: 7-H

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

January 17, 2023

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

### **SUBJECT**

APPROVE Resolution No. 2617 for participation in the Fresno County Urban Community Development Block Grant program for program years 2024-25, 2025-26, and 2026-27.

### **RECOMMENDATION**

Staff recommend the City Council take the above action.

### **BACKGROUND**

The City of Fowler currently participates in the Fresno County urban Community Development Block Grant program for program years 2021-2024 through a joint powers agreement (CDBG JPA). This City Council action is required for participation in the next program years to continue receiving CDBG funds. The funds have been used in prior years for projects such as the Panzak Park ADA restrooms.

### **ENVIRONMENTAL REVIEW**

This action does not constitute a “project” and is exempt under the California Environmental Quality Act (CEQA).

### **FISCAL IMPACT**

CDBG funds help deliver additional projects and services to residents.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2617

**RESOLUTION NO. 2617**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER FOR  
PARTICIPATION IN THE FRESNO COUNTY URBAN COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM FOR PROGRAM YEARS 2024-25,  
2025-26, AND 2026-27**

**WHEREAS**, the City of Fowler seeks grant funds to deliver projects and services to residents;  
and

**WHEREAS**, the County of Fresno and its partner cities must requalify for Urban County  
entitlement status with the U.S. Department of Housing and Urban Development (HUD) in order  
to receive funds under the Federal Community Development Block Grant (CDBG) and related  
Home Investment Partnerships Act (HOME) Program; and

**WHEREAS**, the City of Fowler wishes to participate in the Fresno County Joint Powers Authority  
(JPA) that seeks CDBG funding on a regional basis with commensurate shares going to each  
participating city; and

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

1. The City intends to join the Fresno County CDBG JPA for program years 2024-25, 2025-26, and 2026-27.
2. The City Council authorizes and directs the City Manager to take all necessary actions and execute any documents necessary to join and/or participate in the Fresno County CDBG JPA for program years 2024-25, 2025-26, and 2026-27.

**PASSED, APPROVED AND ADOPTED** this 17th day of January 2023, at a special meeting  
of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

---

Daniel T. Parra, Mayor

ATTEST:

---

Angela Vasquez, Deputy City Clerk



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

ITEM NO: 7-I

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

January 17, 2023

**FROM** DAWN E. MARPLE, City Planner

### **SUBJECT**

APPROVE Resolution No. 2618 Adopting the City of Fowler Permanent Local Housing Allocation (PLHA) Plan and Authorizing Submittal of PLHA Grant Application for \$81,069

### **RECOMMENDATION**

Staff recommend the City Council approve a resolution adopting the PLHA Plan and authorizing the PLHA grant application for \$81,069.

### **BACKGROUND**

The City submitted a request for Permanent Local Housing Allocation (PLHA) funds on November 29, 2022. These funds are available through SB 2 (Permanent Local Housing Allocation Program) and provide local governments funding for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

A condition of the grant funding is the adoption of a plan for how the grant funds will be appropriately spent. The City of Fowler has prepared a proposed Plan, attached as Exhibit A to the attached resolution, which outlines the proposed spending of \$81,069 in PLHA funds to provide a down payment assistance program to qualifying residents of Fowler. The proposed PLHA Plan has been posted on the City's website for public review and comment for a 60-day period (from November 18, 2022 through January 17, 2023) as required by the grant guidelines. As of the date of this report no comments have been received on the proposed Plan.

Staff recommend the proposed PLHA Plan be adopted by the City Council. Thereafter, the adopted Plan will be submitted as part of the PLHA grant application.

## **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

If awarded, the grant will allow the City to provide a down payment assistance program to qualifying residents of Fowler. There is no General Fund impact as no local match from the City is required for this grant.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Resolution No. 2618
- PLHA Plan



## **RESOLUTION NO. 2618**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER AUTHORIZING THE APPLICATION AND ADOPTING A PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

**WHEREAS**, the California Department of Housing and Community Development (“Department”) is authorized to provide up to \$304 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)); and

**WHEREAS**, the Department issued a Notice of Funding Availability (“NOFA”) dated May 3, 2021 under the Permanent Local Housing Allocation (PLHA) Program; and

**WHEREAS**, the City of Fowler is an eligible local government for PLHA Program funds and has applied for Program funds to administer one or more eligible activities; and

**WHEREAS**, the Department may approve funding allocations for the PLHA Program, subject to the terms and conditions of the applicable guidelines, NOFA, PLHA Program requirements, the standard agreement, and other contracts between the Department and PLHA grant recipients;

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

1. If the City receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, the City represents and certifies it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts the City may have with the Department.
2. The City is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA, in accordance with all applicable rules and laws.
3. The City hereby agrees to use any awarded PLHA funds for eligible activities as approved by the Department and in accordance with all PLHA Program requirements, guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the City and the Department.
4. Pursuant to Section 302(c)(4) of the PLHA Program guidelines, the City’s PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and the City hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the guidelines.
5. The City certifies that, if awarded PLHA funds, it may subgrant some or all of its PLHA funds to another entity or entities.

6. The City certifies its selection process of any subgrantees will be accessible to the public and will avoid any conflicts of interest.
7. Pursuant to the City's certification in this resolution, the PLHA funds, if awarded, will be expended only for eligible activities and consistent with all applicable program requirements.
8. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program guidelines and any other applicable SB 2 guidelines published by the Department.
9. The City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the PLHA Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

**PASSED, APPROVED AND ADOPTED** this 17th day of January 2023, at a special meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

---

Daniel T. Parra, Mayor

**ATTEST:**

---

Angela Vasquez, Deputy City Clerk

# **Permanent Local Housing Allocation (PLHA) Formula Allocation**

## **2022 Application for New Applicants**



**State of California  
Governor, Gavin Newsom**

**Lourdes Castro Ramírez, Secretary  
Business, Consumer Services and Housing Agency**


**Gustavo Velasquez, Director  
Department of Housing and Community Development**

Program Design and Implementation, PLHA Program  
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833  
PLHA Program Email: [PLHA@hcd.ca.gov](mailto:PLHA@hcd.ca.gov)

**Final Filing Date: October 31, 2022  
at 4:00 P.M. PST**

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <b>Instructions</b>  <b>This application form is limited to Applicants who did not apply to the 2020 and 2021 Formula Allocation NOFA</b> </div> <div style="text-align: right; font-size: small;">Rev. 2/16/22</div> </div>			
<b>When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.</b>			
Applications must be submitted electronically to the Department's website. Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <a href="https://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml">https://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml</a> . All applicable information must be received by HCD no later than 4:00 p.m. on:			
<b>Monday, October 31, 2022</b>			
Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and 'save as' .xls or .xlsx. Do not 'save as' .xlsm or .pdf format. If you encounter problems with the application, please fill out the Application Support worksheet and email the entire workbook to Application Support at <a href="mailto:AppSupport@hcd.ca.gov">AppSupport@hcd.ca.gov</a> and <a href="mailto:PLHA@hcd.ca.gov">PLHA@hcd.ca.gov</a>			
<b>General Instructions</b> Additional instructions and guidance are given throughout the Formula Allocation Application in "red" text and in cell comments.			
<b>Guideline references are made with "\$" and the corresponding guideline section number.</b>			
"Yellow" cells are for Applicant input. Failure to provide the required attachments and documentation will disqualify your application from consideration.			
Required attachments are indicated in "orange" throughout the Supplemental Application. Failure to provide the required attachments and documentation may disqualify your application from consideration. Electronically attached files must use the naming convention in the PLHA Application. For Example: "App1 Payee Data" for Applicant 1 Payee Data Record/STD. 204.			
Threshold items are indicated in "blue" cells.			
"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program.			
<b>Applicant must complete the following worksheets in the PLHA Formula Allocation Application.</b>			
<b>Formula Allocation Application</b>			
<b>302(c)(4) Plan</b>			
<b>Legislative Contacts</b>			
<b>Checklist</b>			
Threshold Requirement	Electronic File Name	Document Description	Included?
X	<b>Application and Adopting the PLHA Plan (2019-2023 Allocations) Reso</b>	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2019-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Included
	<b>App1 TIN</b>	0	Included
X	<b>Applicant Delegation Agreement</b>	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column AI)	N/A
X	<b>Reuse Plan</b>	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Not Applicable
X	<b>Executed Application</b>	Provide a copy of the signed application. Signature in blue ink preferred.	Included
<b>Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473):</b> Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.			



Local Government Formula Allocation for New Applicants						Rev. 2/16/22
Eligible Applicant Type:		Nonentitlement.				
Local Government Recipient of PLHA Formula Allocation:		Fowler				
2020 PLHA NOFA Formula Allocation Amount:		\$81,069	2020 NOFA Allowable Local Admin (5%):		\$4,053	
2021 PLHA NOFA Formula Allocation Amount:		\$126,355	2021 NOFA Allowable Local Admin (5%):		\$6,318	
2022 PLHA NOFA Formula Allocation Amount:		\$139,032	2022 NOFA Allowable Local Admin (5%):		\$6,952	
<p>Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.</p> <p>The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.</p> <p>If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.</p> <p>For each year (2019-2023), allocations must equal 100% annually including the allowable administrative costs of up to 5%.</p>						
Eligible Applicants \$300						
<p><b>§300(a) and (b)</b> Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.</p>						
Applicant:		City of Fowler				
Address:		128 S. 5th Street				
City:	Fowler	State:	CA	Zip:	93625	
County:	Fresno					
Auth Rep Name:	Wilma Tucker	Title:	City Manager	Auth Rep. Email:	wtucker@ci.fowler.ca.us	
Address:	128 S. 5th Street	City:	Fowler	State:	CA	
Contact Name:	Thomas Gaffery	Title:	Community Development Dir	Contact Email:	tgaffery@ci.fowler.ca.us	
Address:	128 S. 5th Street	City:	Fowler	State:	CA	
Phone:	(559) 834-3113	Zip Code:	93625	Contact Phone:	(559) 834-3113	
Zip Code:	93625	State:	CA	Zip Code:	93625	
<p><b>§300(d)</b> Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?</p>					No	
<p><b>§300(d)</b> If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)?</p>					<p>A sample agreement can be found by double clicking on the icon to the right</p> 	
File Name:	Application and Adopting the PLHA Plan (2019-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2019-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.			Yes	
File Name:	App1 TIN				Uploaded to HCD?	
File Name:	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column AI)			Uploaded to HCD?	
Eligible Activities §301						
<p><b>§301(a)</b> Eligible activities are limited to the following:</p>					Included?	
<p><b>§301(a)(1)</b> The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.</p>					<input type="checkbox"/> YES	
<p><b>§301(a)(2)</b> The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.</p>					<input type="checkbox"/> YES	
<p><b>§301(a)(3)</b> Matching portions of funds placed into Local or Regional Housing Trust Funds.</p>					<input type="checkbox"/> YES	
<p><b>§301(a)(4)</b> Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.</p>					<input type="checkbox"/> YES	
<p><b>§301(a)(5)</b> Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.</p>					<input type="checkbox"/> YES	
<p><b>§301(a)(6)</b> Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.</p>					<input type="checkbox"/> YES	
<p><b>§301(a)(7)</b> Accessibility modifications in Lower-income Owner-occupied housing.</p>					<input type="checkbox"/> YES	
<p><b>§301(a)(8)</b> Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.</p>					<input type="checkbox"/> YES	
<p><b>§301(a)(9)</b> Homeownership opportunities, including, but not limited to, down payment assistance.</p>					<input checked="" type="checkbox"/> YES	
<p><b>§301(a)(10)</b> Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.</p>					<input type="checkbox"/> YES	
Threshold Requirements, §302						
<p><b>§302(a)</b> The Applicant's Housing Element and Delegating Local Government's Housing Element (if applicable) was/were adopted by the Local Government's governing body by the application submittal date subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.</p>					Yes	
<p><b>§302(b)</b> Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400.</p>					Yes	
<p><b>§302(c)(2)</b> Applicant certified in the Resolution submitted with this application that submission of the application was authorized by the governing board of the Applicant.</p>					Yes	
<p><b>§302(c)(3)</b> Applicant certified in the Resolution submitted with this application that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.</p>					Yes	
<p><b>§302(c)(4)</b> Applicant certified in the Resolution submitted with this application that the application include a Plan in accordance with §302(c)(4)?</p>					Yes	
<p><b>§302(c)(4)(D)</b> Applicant certified in the Resolution submitted with this application that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content.</p>					Yes	
<p><b>§302(c)(5)</b> Applicant certified in the Resolution submitted with this application that the Plan submitted is for a term of five years (2019-2023). Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.</p>					Yes	
<p><b>§302(c)(6)</b> Applicant certified in the Resolution submitted with this application that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.</p>					Yes	
<p><b>§302(c)(7)</b> Applicant certified in the Resolution submitted with this application that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.</p>					Yes	
<p><b>§302(c)(8)</b> Has Applicant attached a program income reuse plan describing how repaid loans or accrued interest will be reused for eligible activities specified in Section 301?</p>					No	



File Name:	Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Narrative uploaded to HCD?	No
<b>Administration</b>				
Applicant agrees to adhere to §500, Accounting Records.				Yes
Applicant agrees to adhere to §501, Audits/Monitoring of Project Files.				Yes
Applicant agrees to adhere to §502, Cancellation/Termination.				Yes
Applicant agrees to adhere to §503, Reporting.				Yes
<b>Certifications</b>				
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.				
Wilma Tucker	City Manager	Wilma Tucker	11/29/22	
Authorized Representative Printed Name	Title	Signature	Date	

§302(c)(4) Plan														Rev. 2/16/22
<p><b>§302(c)(4)(A)</b> Describe the manner in which allocated funds will be used for eligible activities.</p> <p>The City of Fowler intends to use the funds to provide downpayment assistance to low-income households. The City will engage a non-profit organization that would implement a homebuyers assistance program using PLHA funds. Funds would be allocated through the engaged non-profit to low-income households and could be used for several activities including downpayment assistance through gap financing, closing cost payment, or interest rate buy downs. The City anticipates allocations of \$10,000 to \$15,000 to selected households so a greater number of households can receive assistance through the program. The City will continue to identify and pursue funding that may be used to provide a greater level of assistance through this program.</p>														
<p><b>§302(c)(4)(B)</b> Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).</p> <p>PLHA funds will be made available to homebuyers through a homebuyers assistance program established by the engaged non-profit organization. The City of Fowler and engaged non-profit organization will give preference to program applicants with incomes at or below 60% AMI, although households at higher AMIs may be granted assistance depending on program interest in the City.</p>														
<p><b>§302(c)(4)(C)</b> Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.</p> <p>The City of Fowler's 5th Cycle Housing Element includes the goal to "encourage and facilitate the development of affordable housing." (Goal 2). The proposed PLHA Plan is also consistent with the policies identified to support this goal. Namely, policy 2.8 is for the City to "expand homeownership opportunities to lower- and moderate-income households through downpayment assistance and other homeownership programs."</p>														
<p align="center"><b>Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))</b></p>														
<p><b>§301(a)(9)</b> Homeownership opportunities, including, but not limited to, down payment assistance.</p>														
<p><b>§302(c)(4)(E)(i)</b> Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.</p>														<p align="center"><b>Enter Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing (AOWH)</b></p>
<p>PLHA funds will be used to provide downpayment assistance through gap financing, closing cost payment, or interest rate buy downs. The City of Fowler anticipates an allocation of approximately \$486,414 through the PLHA program in the next five years and, in order to maximize the number of households served, will aim to provide financial assistance in amounts between \$10,000 and \$15,000. The City also intends to identify and pursue other funding sources which may be used in conjunction with PLHA funds to better serve low-income households in Fowler. No more than 5% of PLHA funding will be allocated to Administration.</p>														
<p>Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).</p>														
Funding Allocation Year	2019	2020	2021	2022	2023									
Type of Homeowner Assistance	Down Payment Assistance	Down Payment Assistance	Down Payment Assistance	Down Payment Assistance	Down Payment Assistance									
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	95.00%	95.00%	95.00%	95.00%	95.00%									
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%	80%	80%	80%									<b>TOTAL</b>
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level <b>Note: complete for years 2019, 2020, 2021 only</b>	206	206	206											618
§302(c)(4)(E)(ii) Projected Number of Households Served	5	8	8	5	5									31

<b>§302(c)(4)(E)(iv)</b> Period of Affordability for the Proposed Activity	N/A	N/A	N/A	N/A	N/A										
<b>§302(c)(4)(E)(iii)</b> A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.															
The City of Fowler will release a Request for Proposals (RFP) following the approval of the PLHA application and the execution of the Standard Agreement. The City will engage a non-profit organization that can facilitate the proposed homebuyers assistance program. The RFP will be used to select a non-profit organization to partner with that will provide the necessary services to implement the proposed activity. The City anticipates a two-month schedule to release the RFP and go through the selection process. Contracts would be renewed on an annual basis dependent on satisfactory performance. The City would also require appropriate documentation from the selected organization including annual reports on number of persons served and income level assisted.															



Application Development Team (ADT) Support Form								Rev. 2/16/22	
Please complete the "yellow" cells in the form below and email a copy to: <a href="mailto:AppSupport@hcd.ca.gov">AppSupport@hcd.ca.gov</a> . and <a href="mailto:PLHA@hcd.ca.gov">PLHA@hcd.ca.gov</a> . A member of the Application Development Team will respond to your request within ASAP.									
Full Name:						Date Requested:		Application Version Date:	
Organization:					Email:		Contact Phone:		
Justification:									
Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date	
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## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 7-J

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

January 17, 2023

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

### **SUBJECT**

APPROVE Resolution No. 2619 authorizing \$121,296 to be expended for the Multijurisdictional Housing Element

### **RECOMMENDATION**

Staff recommend the City Council take the above action.

### **BACKGROUND**

California Housing Element law requires every jurisdiction to prepare and adopt a Housing Element as part of their required General Plans. Housing Elements are also required to be updated every five or eight years. In 2016, 13 of the 16 jurisdictions in Fresno County, with help from Fresno COG, prepared a Fifth Cycle Multijurisdictional Housing Element. Recent legislative changes have increased the cost and complexity of updating the Housing Element, thus there are advantages in pursuing a joint effort.

At its February 1, 2022 City Council meeting, the City Council approved a cooperative agreement with the Fresno Council of Governments (Fresno COG) for the Fresno County Sixth Cycle Multijurisdictional Housing Element (MJHE). At that time, a firm had not been selected and a cost share had not been determined. Subsequently, a request for proposals was solicited and the Fresno COG selected PlaceWorks to complete the MJHE. The City had representation on the selection panel.

The City's estimated potential cost share indicated in the February 1, 2022 staff report was \$115,000. The final cost share will be \$121,296.

## **ENVIRONMENTAL REVIEW**

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

At this time, the City Council is not taking any action that would constitute approval of a Project. Rather, the City Council is being asked to provide funding towards preparation of a Sixth Cycle Multijurisdictional Housing Element. The agreement does not commit the City to approve the prepared Housing Element. The City Council retains full discretion either to approve or disapprove the project.

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

## **FISCAL IMPACT**

Funds for this project were included in the fiscal year 2022/23 adopted budget using developer impact fees.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Resolution No. 2619
- February 1, 2022 Cooperative Agreement

**RESOLUTION NO. 2619**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
AUTHORIZING FUNDS TO BE EXPENDED FOR THE MULTIJURISDICTIONAL  
HOUSING ELEMENT**

**WHEREAS**, California Housing Element law requires every jurisdiction to prepare and adopt a Housing Element as part of their required General Plans; and

**WHEREAS**, Housing Elements are also required to be updated every five or eight years; and

**WHEREAS**, At its February 1, 2022 City Council meeting, the City Council approved a cooperative agreement with the Fresno Council of Governments for the Fresno County Sixth Cycle Multijurisdictional Housing Element; and

**WHEREAS**, the cost share for the Fresno County Sixth Cycle Multijurisdictional Housing Element would be determined after a consultant was selected; and

**WHEREAS**, the cost share for the City of Fowler to participate in the Fresno County Sixth Cycle Multijurisdictional Housing Element has been determined to be one hundred twenty one thousand two hundred ninety-six dollars (\$121,296).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that \$121,296 is hereby authorized to be expended per Section 3B of the cooperative agreement.

**PASSED, APPROVED AND ADOPTED this 17th day of January 2023, at a special meeting of the Fowler City Council by the following vote:**

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

\_\_\_\_\_  
Daniel T. Parra, Mayor

ATTEST:

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

# COOPERATIVE AGREEMENT

## Fresno County Sixth Cycle Multijurisdictional Housing Element

This COOPERATIVE AGREEMENT ("AGREEMENT") is made and entered into this 1<sup>st</sup> day of February, 2022 ("Execution Date") by and between the FRESNO COUNCIL OF GOVERNMENTS, a Joint Powers Public Agency ("FCOG") and fifteen of its sixteen local member agencies listed below (collectively "LOCAL AGENCIES"). FCOG and LOCAL AGENCIES are each a "Party" to this Agreement, and collectively are the "Parties" to this Agreement. The LOCAL AGENCIES consist of the following entities:

1. CITY OF COALINGA, a municipal corporation
2. CITY OF FIREBAUGH, a municipal corporation
3. CITY OF FOWLER, a municipal corporation
4. CITY OF FRESNO, a municipal corporation
5. CITY OF HURON, a municipal corporation
6. CITY OF KERMAN, a municipal corporation
7. CITY OF KINGSBURG, a municipal corporation
8. CITY OF MENDOTA, a municipal corporation
9. CITY OF ORANGE COVE, a municipal corporation
10. CITY OF PARLIER, a municipal corporation
11. CITY OF REEDLEY, a municipal corporation
12. CITY OF SANGER, a municipal corporation
13. CITY OF SAN JOAQUIN, a municipal corporation
14. CITY OF SELMA, a municipal corporation
15. COUNTY OF FRESNO, a political subdivision of the State of California

WHEREAS, Government Code, section 65588 requires local governments, consisting of cities and counties, to review and revise the housing elements to their comprehensive general plans in compliance with section 65580; and

WHEREAS, LOCAL AGENCIES in Fresno County have requested FCOG to hire a consultant to perform a coordinated update to the housing element of each LOCAL AGENCY (hereinafter referred to as PROJECT), at no cost to FCOG; and

WHEREAS, each of the LOCAL AGENCIES have agreed to reimburse FCOG for the cost of PROJECT in accordance with the cost sharing arrangement described in this AGREEMENT ("LOCAL SHARE").

NOW, THEREFORE, it is mutually agreed as follows:

### SECTION 1 - FCOG RESPONSIBILITIES

- A. FCOG shall convene a subcommittee of its Policy Board (the "Project Subcommittee") to provide oversight responsibility and provide staff support for the PROJECT to the effect that the Parties to this AGREEMENT have the opportunity assist in the decision-making processes relating to the PROJECT.

- B. FCOG shall develop a request for proposal for consultant services to develop the PROJECT.
- C. FCOG shall involve the Project Subcommittee in the selection of the consultant or any other third-party consultant (collectively "Project Consultant") required for the PROJECT.
- D. FCOG shall enter into and administrate the contract with the Project Consultant to implement PROJECT. The qualifications of the Project Consultant are to be determined by the Project Subcommittee and FCOG Policy Board.
- E. FCOG shall direct the Project Consultant selected to develop PROJECT to work individually with LOCAL AGENCIES and provide products and documents relative to their required Housing Element update.
- F. FCOG shall pay the Project Consultant selected to develop PROJECT and invoice LOCAL AGENCIES for each respective LOCAL SHARE cost including reasonable administrative cost incurred by FCOG in the implementation of PROJECT.

## SECTION 2. – LOCAL AGENCIES RESPONSIBILITIES

- A. LOCAL AGENCIES shall be responsible for their individual housing elements, work directly with the firm selected to develop PROJECT, review reports generated and directly address issues falling within their jurisdiction.
- B. LOCAL AGENCIES shall determine what, if any, scope revisions are appropriate for work specific to their housing element and agree to reimburse FCOG for any required extended scope.
- C. Upon satisfactory completion of PROJECT each Local Agency shall accept the final report appropriate to their area of jurisdiction.
- D. LOCAL AGENCIES shall reimburse FCOG for cost invoiced per SECTION 3. within thirty days of receiving an appropriate invoice.
- E. LOCAL AGENCIES, agree that time is of the essence and each agency shall provide timely responses to information request from Project Consultant and facilitate the development of PROJECT.

## SECTION 3. COST REIMBURSEMENT

- A. Upon execution of this agreement and receipt of an initial invoice from FCOG, each of the LOCAL AGENCIES shall pay FCOG a deposit of ten-thousand and 00/100 dollars (\$10,000.00), to be applied as a credit to the LOCAL SHARE of each of the LOCAL AGENCIES on the final invoice for PROJECT.
- B. LOCAL AGENCIES agree thereafter to contribute their respective LOCAL SHARE to reimburse FCOG for the cost of PROJECT per Section 2.D. LOCAL SHARE will be established by mutual agreement of the LOCAL AGENCIES at a later date as follows: The Project Subcommittee will review consultant proposals and make a recommendation to the FCOG Board to hire Project Consultant and establish LOCAL SHARE, which will be the pro rata amount each LOCAL AGENCY commits to contribute to reimburse FCOG for a) the consultant's

services and b) \$75,000 for FCOG staff time to administer PROJECT. In the event participating member agencies of the Project Selection committee fail to arrive at a mutually agreed cost sharing arrangement and recommendation to the FCOG board to approve Project Consultant and establish LOCAL SHARE, this agreement shall be null and void.

- C. FCOG shall pay the Project Consultant and will invoice LOCAL AGENCIES no more frequently than monthly. Reimbursement will be in accordance with LOCAL SHARE and supported by an invoice and source documentation. The Parties agree that source documentation may consist of an invoice from the Project Consultant.

#### SECTION 4. INDEMNITY

The Parties agree to indemnify, save, hold harmless and at request from any other Party to this AGREEMENT, defend said other Party, its officers, agents and employees from any and all cost and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance or failure to perform, by FCOG and LOCAL AGENCIES, its officers, agent, and employees, under the AGREEMENT. This section shall survive expiration or termination of this AGREEMENT.

#### SECTION 5. INSURANCE

Without limiting the right of any Party to obtain indemnification from any other Party, it is understood that each Party to this AGREEMENT shall each maintain, at their sole expense, insurance policies or self insurance programs including, but not limited to, an insurance pooling arrangement, and/or joint powers agreement to fund their respective liabilities throughout the term of this AGREEMENT. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and worker's compensation exposure. Evidence of Insurance, Certificates of Insurance or similar documentation shall not be required of any Party under this AGREEMENT.

#### SECTION 6. – ASSIGNMENT

No Party shall assign, transfer or sub-contract this AGREEMENT nor their rights or duties under this AGREEMENT without the written consent of the other Parties to this AGREEMENT.

#### SECTION 7. – SEVERABLE

The provisions of this AGREEMENT are severable. The invalidity or unenforceability of any one provision of this AGREEMENT shall not affect the other provisions.

## SECTION 8 – TERM

This AGREEMENT shall become effective immediately upon the Execution Date and shall remain in full force and effect through December 31, 2023.

## SECTION 9 – COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, each of which when executed will be deemed to constitute one and the same instrument and agreement.

## SECTION 10 – INTEGRATED AGREEMENT

Each Party acknowledges that it has read and fully understands the content of this AGREEMENT. This AGREEMENT represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.

## SECTION 11 – MODIFICATION

This AGREEMENT may be modified only by written instrument executed by duly authorized representatives of all of the Parties to this AGREEMENT.

## SECTION 12 – CAPACITY

Each individual executing or attesting this Agreement hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of his or her jurisdiction; and (ii) that this Agreement is binding upon such jurisdiction.

**(Signature pages follow.)**



IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the Execution Date.

**COUNTY OF FRESNO**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF FOWLER**

By David T. Cardenas  
[NAME], [Title]  
*David T. Cardenas, Mayor*  
**CITY OF FRESNO**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF KERMAN**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF MENDOTA**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF PARLIER**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF SANGER**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF SELMA**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF COALINGA**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF FIREBAUGH**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF HURON**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF KINGSBURG**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF ORANGE COVE**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF REEDLEY**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF SAN JOAQUIN**

By \_\_\_\_\_  
[NAME], [Title]

**FCOG**

By \_\_\_\_\_  
[TONY BOREN, Executive Director]



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

ITEM NO: 7-K

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

January 17, 2023

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

### **SUBJECT**

APPROVE a Disposition and Development Agreement between the City of Fowler and Bill Purewal for the 0.265 acre property located at the southeast corner of North 6th and East Tuolumne Streets (APN 343-142-14T), more commonly known as the Fowler Christian Church, and authorize the City Manager to execute the Agreement.

### **RECOMMENDATION**

Staff recommend the City Council take the above action.

### **BACKGROUND**

Council previously declared the property located at the southeast corner of North 6th and East Tuolumne Streets as surplus property and Staff initiated the Surplus Land Act process. Following the conclusion of that process, the City was allowed to accept offers and Staff negotiated with two different parties. Council ultimately directed Staff to negotiate a Disposition and Development Agreement (DDA) with Mr. Purewal as recommended above.

The attached DDA allows the City to sell the Property to Mr. Purewal, but also ensures that development of the Property results in a beneficial use to the community. Mr. Purewal also owns the vacant lot to the south of this property. Key terms of the DDA include:

- The Developer shall establish a retail dining establishment and mixed-use building with other permissible uses.

- Escrow must close within one year of execution of the DDA. A building permit must be issued within 30 days of the close of escrow. Construction must be complete within 12 months of issuance of a building permit.
- The City has the right to pursue repossession of the Property if Developer fails to perform the requirements outlined in the DDA.
- For the first 10 years after commencement of business, if the Developer ceases to operate in compliance with the DDA, the City has the option to purchase the Property at the purchase price paid by Developer plus the Developer's costs of improvements as outlined in the DDA.
- The City retains the Right of First Refusal to acquire the Property at a Fair Market Value for 50 years.

The developer determined it would be infeasible to adaptively reuse the existing structure. Numerous challenges existed including roof truss instability, extensive floor joist replacement, and extensive ADA retrofitting. However, staff have worked with the developer on many mitigations, including:

- Reusing roll-up pocket doors as a decorative interior design element, reuse of pews as seating, reuse of Tudor style cathedral windows, and reuse of foundation girders and beams as ceiling decor.
- Replicating a corner style entry at 6th & Tuolumne Streets.
- Using a shiplap style facade.
- Retaining and the reuse of existing masonry footings and cornerstone.
- The developer will also make efforts to make available all unused property and materials to local community groups or other construction projects in Fowler.
- As with other projects, the developer will provide interpretive signage on the exterior of building documenting former structure and use that occurred on the site.

## **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

This action will generate \$130,000 in one-time proceeds to the General Fund per the terms of the DDA. After escrow has closed and the City has received the deposited funds, staff will bring forward a budget resolution for Council to determine allocation of those funds.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- Disposition and Development Agreement

*Recorded By and For the Benefit of,  
And When Recorded Return to:*

CITY OF FOWLER  
128 South 5th Street  
Fowler, California 93625  
ATTN: City Clerk

---

**DISPOSITION AND DEVELOPMENT AGREEMENT  
SOUTHEAST CORNER OF NORTH 6TH STREET AND EAST  
TUOLUMNE STREET, FOWLER, CA**

**APN 343-142-14T**

**CITY OF FOWLER**

**AND**

**BILL PUREWAL**

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## ATTACHMENTS

Attachment No. 1	Legal Description and depiction of Property
Attachment No. 2	Form of Grant Deed
Attachment No. 3	Schedule of Performance
Attachment No. 4	Release of Construction Covenants
Attachment No. 5	Notice of Reversionary Interest

## DISPOSITION AND DEVELOPMENT AGREEMENT

This Disposition and Development Agreement (“Agreement” or “DDA”) is entered into Effective September 20, 2022, between the City of Fowler, a California municipal corporation and general law city (“City”) and Bill Purewal (“Developer”), with respect to the following Recitals, which are a substantive part of this Agreement:

### RECITALS

A. City owns two parcels of real property at the southeast corner of North 6th Street and East Tuolumne Street (APN 343-142-14T) in the City of Fowler, Fresno County, State of California (“Property”). The Property is legally described and depicted in **Attachment No. 1**. The Property consists of approximately 0.265 acre. The Property is in the Form-Based Code zone district, allowing a multitude of uses compatible with the central business district.

B. After following the California Surplus Land Act, the City made the Property available for sale and private development. Developer expressed interest in purchasing the Property to establish a retail dining establishment, mixed use building, and operating other permissible uses. This use shall hereinafter be referred to as “Confirming Business Activities.”

C. Developer is an experienced commercial developer or has otherwise contracted with experienced commercial developers, contractors, architects, and other professionals for the purposes of developing the Property with a viable commercial business, as proposed. City desires to sell the Property to Developer for the purposes set forth in these Recitals, as further described in this Agreement. The improvements to the Property required by this Agreement shall hereinafter be referred to as “Developer Improvements” or “Improvements”.

D. City’s disposition of the Property, and the construction, completion, and operation of the Developer Improvements pursuant to the terms of this Agreement, are in the vital and best interest of the City and the health, safety, and welfare of its residents, and will serve the public purpose of real property redevelopment in City’s downtown.

**NOW, THEREFORE**, City and Developer agree as follows:

#### 1. CONVEYANCE OF THE PROPERTY.

A. Disposition of the Property. Developer agrees to purchase the Property from City, and City agrees to sell the Property to Developer, in accordance with and subject to all of the terms, covenants, and conditions of this Agreement, for the “Purchase Price” set forth below. The conveyance of the Property shall be by “Grant Deed” substantially in the form of **Attachment No. 2**.

B. Purchase Price and Deposit. The purchase price for the Property shall be One Hundred Thirty Thousand Dollars (\$130,000.00) (“Purchase Price”). The parties agree the Purchase Price constitutes not less than fair market value of the Property and the rights conveyed, and does not reflect any economic assistance by City. Upon opening of Escrow, Developer shall



deposit the sum of Thirteen Thousand Dollars (\$13,000.00) in Escrow (“Developer Deposit”). The Developer Deposit shall be applied to the Purchase Price. The Developer Deposit shall not be refundable to Developer and shall be retained by City as liquidated damages if Escrow fails to close, except in the event that Escrow fails to close due to the failure of a Developer’s Conditions of Closing as described in Section 1L(2). The balance of the Purchase Price shall be paid prior to close of Escrow. Developer may prepay the remaining balance of the Purchase Price at any time.

C. Escrow. Within ten (10) days after the execution of this Agreement by both parties, the parties shall open escrow (“Escrow”) with the Old Republic Title Company in its Kingsburg office, or another escrow company mutually satisfactory to both parties (“Escrow Agent”).

D. Costs of Escrow. Developer shall pay all costs for the Title Policy as set forth in Section 1K hereof; City shall pay for the documentary transfer taxes due, if any, with respect to the conveyance of the Property; and Developer shall each pay all other usual fees, charges, and costs which arise from Escrow.

E. Escrow Instructions. This Agreement constitutes the joint escrow instructions of Developer and City, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties agree to do all acts reasonably necessary to close this Escrow in the shortest possible time.

If in the opinion of Developer or the City’s City Manager it is necessary or convenient in order to accomplish the Closing, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful, or appropriate to effectuate the provisions of this Agreement.

F. Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

(1) Pay and charge City for the premium of the Title Policy and any endorsements thereto as set forth in Section 1K and any amount necessary to place title in the condition necessary to satisfy Section 1J of this Agreement.

(2) Pay and charge Developer and City for their respective shares of any escrow fees, charges, and costs payable under Section 1D of this Agreement.

(3) Disburse funds and deliver and record the Grant Deed when both the Developer’s Conditions of Closing and the City’s Conditions of Closing as described in Section 1K herein have been fulfilled or waived by Developer and City.

(4) Do such other actions as necessary to fulfill its obligations under this Agreement.

(5) Do such other actions as necessary to comply with any federal, state, or local reporting requirements, including directing City and Developer to execute any required forms, statements, or certificates.

G. Closing. This transaction shall close escrow ("Closing") after satisfaction of all of City and Developer Conditions of Closing as set forth in Section 1L of this Agreement, but in no event later than one year after Escrow is opened ("Closing Deadline"), unless otherwise extended by written agreement approved by the City's City Council and signed by Developer and the City Manager. Closing shall mean the time and day the Grant Deed is filed for record with the Fresno County Recorder.

H. Termination. If Escrow is not in condition to close by the Closing Deadline, then either party which has fully performed under this Agreement may, in writing, demand termination of the Escrow. Under these circumstances, Escrow Agent shall return all money, papers, and documents deposited in Escrow to the respective depositing party, except that Developer Deposit shall be delivered to City in accordance with Section 1B above unless otherwise provided in Section 1B. If either party makes a written demand for termination of Escrow, Escrow shall not terminate until ten (10) days after Escrow Agent shall have delivered copies of such demand to the other party at the address shown in this Agreement. If any objections are raised within that ten (10) day period, Escrow Agent is authorized to hold all money, papers, and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Termination of Escrow shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, Escrow Agent shall proceed with Closing as soon as possible.

I. Closing Procedure. Escrow Agent shall close Escrow as follows:

(1) Record the Grant Deed with instructions for the Fresno County Recorder to deliver the Grant Deed to Developer.

(2) Instruct the Title Company to deliver the Title Policy to Developer and a copy of the Title Policy to City.

(3) File and deliver any informational reports, forms, statements, and certificates as required by federal, state or local law.

(4) Forward to both Developer and City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

J. Review of Title. City shall cause Escrow Agent to deliver to Developer a standard preliminary title report ("Title Report") with respect to title to the Property, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Title Report, within fifteen (15) days after the Escrow is opened. Developer shall have the right to reasonably approve or disapprove the Exceptions; provided Developer hereby approves the following Exceptions:

(1) Any Redevelopment Plans of the former Fowler Redevelopment Agency which do not preclude Developer's use of the Property as proposed herein.

(2) Property interests held by a public body or public bodies, including without limitation easements, franchises, licenses, or other property interests of the public body or public bodies, on the Property and/or within the public rights-of-way around the perimeter of the Property, which do not preclude Developer's use of the Property as proposed herein.

(3) The lien of any non-delinquent property taxes and assessments (to be prorated at Closing).

(4) Any incidental easements or other matters affecting title which do not preclude Developer's use of the Property as proposed herein.

(5) Such other exceptions to title as may hereafter be mutually approved by City and Developer.

Developer shall have fifteen (15) days from the date of its receipt of the Title Report to give written notice to City and Escrow Agent of Developer's approval or disapproval of any of the Exceptions. Developer's failure to give written disapproval of the Title Report within such time limit shall be deemed approval of the Title Report. If Developer notifies City of its disapproval of any Exceptions in the Title Report, City shall have the right, but not the obligation, to remove any disapproved Exceptions within fifteen (15) days after receiving written notice of the Developer's disapproval or provide assurances satisfactory to Developer that such Exception(s) will be removed on or before Closing. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, Developer shall have fifteen (15) days after the expiration of the fifteen (15) day period to give City written notice that Developer elects to terminate this Agreement. The Exceptions to title approved by Developer as provided herein shall hereinafter be referred to as the "Condition of Title."

K. Title Insurance. Upon recordation of the Grant Deed, the Title Company shall issue to Developer an California Land Title Association (CLTA) policy of title insurance ("Title Policy"), together with such endorsements as are reasonably requested by Developer, issued by the Title Company insuring the title to the Property is vested in Developer in the condition required by Section 1J of this Agreement. The Title Policy shall be for the amount of the Purchase Price. The Title Company shall provide City with a copy of the Title Policy. Developer shall be responsible for the cost of the Title Policy and the cost of any additional endorsements Developer desires.

L. Conditions of Closing. Closing is conditioned upon satisfaction of the following terms and conditions within the times designated below:

(1) City's Conditions of Closing. City's obligation to proceed with Closing is subject to the fulfillment or waiver by City of each and all of the conditions precedent (a) through (f), inclusive, described below ("City Conditions of Closing"), which are solely for the benefit of City, and which shall be fulfilled or waived by the time periods provided for herein:

(a) No Default. Prior to the Close of Escrow, Developer shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

(b) Execution of Documents. Developer shall have executed the Grant Deed and any other documents required hereunder and delivered such documents into Escrow.

(c) Payment of Funds. Prior to Closing, Developer shall have deposited the Developer Deposit and all required costs of Closing into Escrow in accordance with Sections 1B and 1D hereof.

(d) Financing. Developer shall have provided evidence of Construction Financing to complete the Developer Improvements, as provided in Section 2N hereof, and such financing shall fund prior to Closing, or be ready to fund within thirty (30) days after Closing.

(e) Design Review. Developer shall have obtained City approval of Development Plans, as provided for in Section 2C.

(f) Insurance. Developer shall have provided proof of insurance as required by Section 2F hereof.

(2) Developer's Conditions of Closing. Developer's obligation to proceed with Closing of the purchase of the Property is subject to the fulfillment or waiver by Developer of each and all the conditions precedent (a) through (f), inclusive, described below ("Developer Conditions of Closing"), which are solely for the benefit of Developer, and which shall be fulfilled or waived by the time periods provided for herein:

(a) No Default. Prior to the Close of Escrow, City shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of City contained herein shall be true and correct in all material respects.

(b) Execution of Documents. City shall have executed the Grant Deed and any other documents required hereunder and delivered such documents into Escrow.

(c) Review and Approval of Title. Developer shall have reviewed and approved the condition of title of The Property, as provided in Section 1J hereof.

(d) Title Policy. The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to provide to Developer the Title Policy for the Property upon Close of Escrow, in accordance with Section 1K hereof.

(e) Due Diligence. Developer shall have determined that the Property is suitable for the proposed development pursuant to Section 1N.

(f) Land Use Approvals. Developer shall have obtained approval of any Land Use Entitlements for the Developer Improvements, as provided for in Section 2D.

M. Representations and Warranties.

(1) City Representations. City represents and warrants to Developer as follows:

(a) Authority. City has the full right, power and lawful authority to acquire, grant, sell and convey the Property as provided herein, and the execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

(b) Foreign Investment in Real Property Tax Act of 1980 (FIRPTA). City is not a “foreign person” within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(c) No Conflict. To the best of City’s knowledge, City’s execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(d) Litigation. To the best of City’s knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign.

Until Closing, City shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 1M(1) not to be true as of Closing, immediately give written notice of such fact or condition to Developer. Such exception(s) to a representation shall not be deemed a breach by City hereunder but shall constitute an exception which Developer shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of The Property. If Developer elects to close Escrow following disclosure of such information, City’s representations and warranties contained herein shall be deemed to have been made as of Closing, subject to such exception(s). If, following the disclosure of such information, Developer elects to not close Escrow, then this Agreement and Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder. Under these circumstances the Developer Deposit shall be returned to Developer.

All of the representations and warranties set forth in this Section 1M(1) are made with the acknowledgment that they are material, and with the intention that Developer shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. The representations and warranties contained in this Section 1M(1) shall each survive the execution of this Agreement and Closing.

(2) Developer Representations. Developer represents and warrants to City as follows:

(a) Authority. Developer has the full right, power and lawful authority to purchase and accept the conveyance of the Property, or any portion thereof, and undertake all obligations as

provided herein and the execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

(b) Experience. Developer is an experienced developer and operator of commercial properties, or has otherwise contracted with experienced commercial developers, contractors, architects, and other professionals for the purposes of developing the Property.

(c) No Conflict. To the best of Developer's knowledge, Developer's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(d) No Developer Bankruptcy. Developer is not the subject of a bankruptcy or other insolvency proceeding.

(e) FIRPTA. Developer is not a "foreign person" within the parameters of FIRPTA or any similar state statute or is exempt from the provisions of FIRPTA or any similar state statute, or Developer has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(f) Deliveries. All documents, instruments and other information delivered by Developer to City pursuant to this Agreement are, to the best of Developer's knowledge, true, correct and complete.

(g) Commissions. To the best of the Developer's knowledge, there are no broker's commissions or finder's fees payable in connection with The Property.

Until Closing, the Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1M(2) not to be true as of the Closing, immediately give written notice of such fact or condition to City. Such exception(s) to a representation shall not be deemed a breach by Developer hereunder but shall constitute an exception which City shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the Property. If City elects to close Escrow following disclosure of such information, Developer's representations and warranties contained herein shall be deemed to have been made as of Closing, subject to such exception(s). If, following the disclosure of such information, City elects to not close Escrow, then this Agreement and Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder.

All of the representations and warranties set forth in this Section 1M(2) are made with the acknowledgment that they are material, and with the intention that City shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. The representations and warranties contained in this Section 1M(2) shall each survive the execution of this Agreement and Closing.

N. Condition of The Property.

(1) Disclosure. Developer acknowledges the Property may contain Hazardous Materials as defined in Section 1N(5). Upon Closing, it will be Developer's obligation to take any required remedial actions, at its sole cost and expense, to render the Property suitable for development. In that regard, Developer and City may enter into a Right of Entry Agreement to allow Developer an opportunity to conduct due diligence inspections of the Property, which will remain in place through Closing. Copies of any reports obtained by Developer regarding the condition of the Property shall be provided to City within ten (10) days after receipt and prior to Closing.

Except as noted, City and Developer hereby represent and warrant to the other that they have no actual knowledge and have not received any notice or communication from any government agency having jurisdiction over the Property, notifying such party of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property, or any portion thereof. "Actual knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of City and Developer employees and agents who have participated in the preparation of this Agreement.

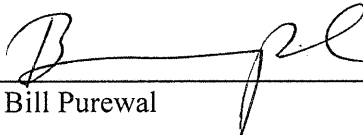
(2) No Further Warranties As To Property; Release of City. Notwithstanding any provisions of this Agreement to the contrary, the conveyance of all or any portion of the Property shall be conveyed to the Developer in an "AS IS" condition, with no warranty, express or implied by City, as to the Property, improvements on the Property, the soil, its geology, the presence of known or unknown faults or Hazardous Materials, and Developer agrees to and shall indemnify and hold City, and their officers, agents, employees, and volunteers, harmless from and against all liability, loss, damages, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the existence of such faults or substances. It shall be the sole responsibility of Developer at his expense to investigate and determine the condition of the soil and improvement conditions on the Property for the development to be constructed. If the soil environmental condition is not in all respects entirely suitable for the use or uses to which the Property will be put, then it is the sole responsibility and obligation of Developer to take such action as may be necessary to place the Property in a condition entirely suitable for its development.

Developer hereby waives, releases and discharges forever City, and its officers, agents, employees, and volunteers, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Property, any Hazardous Materials in or the Property, or the existence of Hazardous Materials contamination due to the generation of Hazardous Materials from the Property, however they came to be placed there, except that arising out of the negligence or misconduct of the City or its employees, officers, agents or representatives which occur after Closing.

Developer acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

As such relates to this Section 1N, Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

By: \_\_\_\_\_  
Bill Purewal

(3) Developer Precautions After Closing. Upon Closing, Developer shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Property. Such precautions shall include compliance with all governmental requirements with respect to Hazardous Materials. In addition, Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

(4) Developer Indemnity. Upon Closing, Developer agrees to indemnify, defend and hold City, and its officers, agents, employees, and volunteers, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon: (a) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property which occurs after Closing; or (b) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property which occurs after Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of Developer, City shall cooperate with and assist Developer in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance.



(5) Hazardous Materials Definition. For purposes of this Section 1N, Hazardous Materials means any substance, material, or waste which is or becomes defined and is regulated as hazardous by any governmental authority, the State of California, or the United States government, but shall not include commercially reasonable amounts of such materials in the ordinary course of the development and operation of the Property which are used and stored in accordance with all applicable environmental laws, ordinances and regulations.

## **2. DEVELOPMENT OF THE PROPERTY.**

A. Developer's Obligation to Construct Improvements. Developer shall develop or cause the development of the Developer Improvements in accordance with the Schedule of Performance (**Attachment No. 3**), the City of Fowler Municipal Code, and the plans, drawings and documents submitted by Developer and approved by City as set forth herein. Specifically, Developer shall be responsible for construction of a mixed-use building suitable for retail dining.

B. *Reserved.*

C. Design Review.

(1) Design, Site Plan, and Construction Drawings. Within the respective times set forth in the Schedule of Performance, Developer shall submit the following:

(a) Design drawings for the Developer Improvements, including materials, color board, elevations of all four facades of the Developer Improvements, and a rendered perspective, as required by City's Community Development Director and in conformance with applicable City Code and guidelines ("Design Drawings").

(b) Site plan as required by City's Community Development Director and in conformance with City guidelines ("Site Plan").

(c) Detailed construction plans and drawings prepared by a registered civil engineer with respect to the Developer Improvements ("Construction Plans").

The Design Drawings, Site Plan, and Construction Plans are collectively referred to as the "Development Plans".

(2) City Review and Approval. City shall have the right to review and reasonably approve the Development Plans in its sole and reasonable discretion. Developer acknowledges and agrees that City approval is required in order to satisfy City's obligation to promote the sound development and redevelopment of land within the former redevelopment project area, to promote a high level of design which will impact the surrounding development, and to provide an environment for the social, economic and psychological growth and well-being of the citizens of the City of Fowler. Developer shall not be entitled to any monetary damages or compensation as a result of the City's disapproval or failure to approve or disapprove the Development Plans.

Notwithstanding any provision of this Agreement to contrary effect, the times for review and action upon the Development Plans by City shall not be deemed to be commenced unless and until the corresponding submittals by Developer are complete.

City shall state in writing the reasons for disapproval. Developer, upon receipt of a disapproval based upon powers reserved by the City hereunder, shall revise such portions and resubmit to City by the time established therefor in the Schedule of Performance.

(3) Consultation and Coordination. During the preparation of the Development Plans, staff of City and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of the Development Plans. The staff of City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to City can receive prompt and thorough consideration. City shall designate an employee to serve as the project manager who is responsible for the coordination of City's activities under this Agreement and for expediting the land use approval and permitting process.

(4) Revisions. If Developer desires to propose any revisions to City-approved Development Plans, Developer shall submit such proposed changes to City, and shall also proceed in accordance with any and all State and local laws and regulations regarding such revisions, within the time frame set forth in the Schedule of Performance. At the sole discretion of City, if any change in the basic uses of the Property is proposed in the Development Plans from the basic uses of the Property as provided for in this Agreement, then this Agreement is subject to renegotiation of all terms and conditions. If the Development Plans, as modified by the proposed change, generally and substantially conform to the requirements of this Section 2C, the City Manager shall review the proposed change and notify the Developer in writing within thirty (30) days after submission to City as to whether the proposed change is approved or disapproved. The City Manager is authorized to approve changes to City-approved Development Plans provided such changes: (a) do not significantly modify the scope and character of the Improvements; (b) do not reduce the quality of materials to be used; and (c) do not reduce the imaginative and unique qualities of the project design. Any and all change orders or revisions required by City and its inspectors which are required under the Municipal Code and all other applicable codes (e.g., Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by Developer in its Development Plans and completed during construction of the Developer Improvements.

(5) Defects in Plans. City shall not be responsible either to Developer or to third parties in any way for any defects in the Development Plans, nor for any structural or other defects in any work done according to the approved Development Plans, nor for any delays reasonably caused by the review and approval processes established by this Section 2C. Developer shall hold harmless, indemnify and defend City, and its officers, agents, employees, and volunteers, from and against any claims, suits for damages to property or injuries to persons arising out of or in any way relating to defects in the Development Plans, including without limitation the violation of any laws, and for defects in any work done according to the approved Development Plans.

(6) Use of Plans. City shall not have the right to use Development Plans which are submitted to City by Developer pursuant to this Section 2C, nor shall the City confer any rights to use such drawings or plans to any person or entity.

(7) Special Design Provisions. The Design Drawings shall address the following Special Design Provisions:

- (i) Reuse of roll-up pocket doors as a decorative interior design element.
- (ii) Reuse of pews as seating, including modification of pews into smaller benches or chairs.
- (iii) Make efforts to make available all unused property and materials to local community groups or other construction projects in Fowler.
- (iv) Reuse Tudor style cathedral windows as exterior windows or interior decorative features.
- (v) Reuse foundation girders and beams as ceiling decor.
- (vi) Replicate corner style entry at 6th & Tuolumne and shiplap style facade.
- (vii) Retain and reuse existing masonry footings and cornerstone.
- (viii) Provide interpretive signage on exterior of building documenting former structure and use that occurred on the site.
- (ix) Reuse other woodwork as appropriate and feasible.

D. Land Use Approvals.

(1) Land Use Entitlements. Within the respective times set forth in the Schedule of Performance, Developer shall secure, or cause to be secured, all land use and other discretionary entitlements by City or any other governmental agency necessary to complete the Developer Improvements.

(2) Other Approvals. Before commencement of construction of Developer Improvements or other related works of improvement upon or adjacent to the Property, Developer shall secure or cause to be secured any other permits and approvals which may be required by City or any other governmental agency affected by such construction or work.

(3) Developer Cost and Expense. All land use entitlements and other permits shall be secured by Developer at Developer's sole cost and expense.

(4) No Precommitment by City. Nothing in this Agreement is intended to or shall operate to commit City's discretion with respect to land use and other entitlements, permits, and approvals which may be required by Developer with respect to the Developer Improvements.

E. Schedule of Performance and Conforming Business Activities.

(1) Schedule of Performance. Developer shall submit all Development Plans, obtain Land Use Approvals, commence and complete all construction of the Developer Improvements, and satisfy all other obligations and conditions of this Agreement, within the respective times

established therefor in the Schedule of Performance. The Schedule of Performance shall be deemed a material part of this Agreement.

(2) Conforming Business Activities. Within a reasonable period of time following the completion of the Developer Improvements, not to exceed thirty (30) days after the issuance of a Certificate of Occupancy, Developer shall operate “Conforming Business Activities.” “Conforming Business Activities” means the conduct of commercial and retail uses set forth in the Recitals or as otherwise permitted by applicable zoning and in accordance with the terms of this Agreement.

Developer shall operate Conforming Business Activities for a period of not less than ten (10) continuous years after opening.

(a) Continuous shall mean the business is not closed during its normal or customarily operated business days for the type of business, for more than a cumulative total of thirty (30) days in any calendar year, except as may be required during any enforced delay event as provided in Section 4B herein.

(b) Non-operation due to government ordered shutdowns beyond the control of the Developer, shall be deducted from the ten-year period.

(c) Non-operation for repairs or remodeling that are diligently pursued to completion shall be deducted from the ten-year period.

After ten (10) years, City’s ordinary codes shall apply regarding continuous operation of the business.

F. Cost of Construction. All of the costs of planning, designing, developing, and constructing the Developer Improvements, including all permits and entitlements, shall be borne solely by the Developer.

G. Insurance Requirements. Developer shall take out prior to commencement of construction of the Developer Improvements, and maintain or shall cause its contractor to take out and maintain until the issuance of the Release of Construction Covenants pursuant to Section 2M of this Agreement, a comprehensive general liability policy in the amount of Two Million Dollars (\$2,000,000) combined single limit policy, and if Developer owns automobiles, a comprehensive automobile liability policy in the amount of One Million Dollars (\$1,000,000), combined single limit, or such other policy limits as City may approve at its discretion, including contractual liability, as shall protect Developer and City from claims for such damages, and which policy shall be issued by an “A” rated insurance carrier. Such policy or policies shall be written on an occurrence form. Developer shall also furnish or cause to be furnished to City evidence satisfactory to City that the Developer and any contractor with whom it has contracted for the performance of work on The Property or otherwise pursuant to this Agreement carries workers’ compensation insurance as required by law. Developer shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by City setting forth the general provisions of the insurance coverage. This countersigned certificate

shall name City and its respective officers, agents, employees, and volunteers, as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Developer shall be primary insurance and not be contributing with any insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City. The required certificate shall be furnished by Developer at the time set forth therefor in the Schedule of Performance or, if no time is specified, prior to the commencement of construction of the Developer Improvements.

H. Developer's Indemnity. Developer shall defend, indemnify, assume all responsibility for, and hold the City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of Developer in the performance under this Agreement, whether such activities, performance, or omissions be by Developer or by anyone directly or indirectly employed or contracted with by Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. Developer shall not be liable for property damage or bodily injury occasioned by the sole negligence or willful misconduct of City or its agents or employees, or the failure of City or its agents or employees to follow accepted safety standards in connection with accessing the Property pursuant to Section 2I, below.

I. Rights of Access. Prior to the issuance of a Release of Construction Covenants (as specified in Section 2M of this Agreement), for purposes of assuring compliance with this Agreement, including construction of the Developer Improvements, representatives of City shall have the right of access to the Property conveyed to Developer without charges or fees, at normal construction hours during the period of construction. City representatives shall comply with all safety rules during any such inspection.

J. Compliance With Laws. Developer shall carry out the design, construction and operation of the Developer Improvements in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable accessibility requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

K. Nondiscrimination in Employment. Developer certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of any protected class under State of California or Federal law.

L. Taxes and Assessments. Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property conveyed to Developer. Developer shall remove or have removed any levy or attachment made on any portion of the Property, or assure the satisfaction thereof within a reasonable time. Developer shall not apply for or receive any exemption from the payment of property taxes or assessments on any interest in or to the Property or the Developer Improvements.

M. Release of Construction Covenants. Promptly after completion of the Developer Improvements in conformity with this Agreement, City shall furnish Developer with a "Release of Construction Covenants," substantially in the form of **Attachment No. 4** hereto which is incorporated herein by reference. City shall not unreasonably withhold such Release of Construction Covenants. The Release of Construction Covenants shall be a conclusive determination of satisfactory completion of the Developer Improvements in accordance with the terms of this Agreement and the Release of Construction Covenants shall so state.

If City refuses or fails to furnish the Release of Construction Covenants, after written request from Developer, City shall, within fifteen (15) days of written request therefor, provide Developer with a written statement of the reasons City refused or failed to furnish the Release of Construction Covenants. The statement shall also contain City's opinion of the actions the Developer must take to obtain the Release of Construction Covenants. The Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Developer Improvements, or any part thereof. The Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

N. Financing of Improvements.

(1) Evidence of Financing. Prior to Closing, Developer shall submit evidence satisfactory to City of construction financing ("Construction Financing") as follows:

(a) The obtainment of sufficient equity capital or a firm and binding commitment for construction financing necessary to undertake development of the Property and the construction of the Developer Improvements in accordance with this Agreement.

(b) The Construction Financing must fund prior to Closing, or be ready to fund within thirty (30) days after Closing. If the Construction Financing fails to fund as provided herein, the City may exercise its rights under this Agreement, including without limitation its right to reenter the Property and revesting of title to the Property in accordance with Section 3E herein.

(c) If City is not satisfied with the evidence of Construction Financing, City shall notify Developer within twenty (20) days of receipt of a complete submission stating the reasons for such dissatisfaction and Developer shall promptly obtain and submit to City new evidence of financing. City shall not unreasonably withhold or condition its approval of satisfactory Construction Financing.

(d) Evidence of obtaining Construction Financing shall include the following: (i) a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Developer from one or more financial institutions for the mortgage loan or loans for financing to fund the construction, completion, operation and maintenance of the Developer Improvements, subject to such lenders' reasonable, customary and normal conditions and terms; and/or (ii) a certification from the chief financial officer of Developer that Developer has sufficient funds for such construction, and that such funds have been committed to such construction, and/or other documentation satisfactory to City as evidence of other sources of capital sufficient to demonstrate that Developer has adequate funds to cover the difference between the total cost of the construction and completion of the Developer Improvements, less financing authorized by those loans set forth in subparagraph (a) above.

(2) No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development. Mortgages, deeds of trust and sales and leases-back shall be permitted before the completion of the Developer Improvements only with the City's prior written approval, which shall not be unreasonably withheld or delayed, and only for the purpose of securing loans of funds to be used for financing construction of the Developer Improvements (including architecture, engineering, legal, and related direct costs as well as indirect costs), permanent financing, and any other purposes necessary and appropriate in connection with development under this Agreement. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust exceed the projected cost of constructing the Developer Improvements, as evidenced by a pro forma and a construction contract which set forth such construction costs. The words "mortgage" and "trust deed" as used hereinafter shall include sale and lease-back.

(3) Holder Not Obligated to Construct Improvements. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Developer Improvements or any portion thereof, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Property to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

(4) Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Developer as provided herein, whenever City may deliver any notice or demand to Developer with respect to any breach or default by Developer in completion of construction of the Developer Improvements, City shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights granted by the City are concerned) have the right, at its option, within thirty (30) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Developer Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the

improvements or construction already made) without first having expressly assumed Developer's obligations to City by written agreement reasonably satisfactory to City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 2M of this Agreement, to a Release of Construction Covenants. It is understood that a holder shall be deemed to have satisfied the thirty (30) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Property which shall have been conveyed to Developer if and to the extent any such holder has within such thirty (30) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

(5) Failure of Holder to Complete Developer Improvements. In any case where, thirty (30) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Property receives a notice from City of a default by Developer in completion of construction of any of the Developer Improvements under this Agreement, and such holder has not exercised the option to construct as set forth in this Section 2N, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, City may purchase the mortgage or deed of trust by payment to the holder of the amount of the Purchase Price received by City at the time of Developer's default, and such payment by City shall be City's only obligation to be entitled to any necessary reconveyance of the Property and reconveyance of the mortgage or deed of trust securing the Developer Improvements. Holder's recourse for any remaining principal and interest and all other sums secured by the mortgage or deed of trust shall be against Developer and Developer collateral and not against City or the Property. Nothing herein shall impact holder's rights to proceeds as authorized in Section 3E(2)(b) from a subsequent resale of the Property by City. If the ownership of the Property has vested in the holder, City, if it so desires, shall be entitled to a conveyance from the holder to City of the Property, as applicable, upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(b) All expenses with respect to foreclosure including reasonable attorneys' fees;

(c) The costs of any improvements made by such holder;

(d) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by City.

(6) Right of the City to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by Developer prior to the completion of the construction of any of the Developer Improvements or any part thereof, Developer shall immediately deliver to City a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, City shall have the right but no



obligation to cure the default. In such event, City shall be entitled to reimbursement from Developer of all proper costs and expenses incurred by City in curing such default. City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be junior and subordinate to the mortgages or deeds of trust pursuant to this Section 2N.

### **3. DEFAULTS AND REMEDIES**

A. Default Remedies. Subject to the extensions of time set forth in Section 4B of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a “Default” under this Agreement. A party claiming a Default shall give written Notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

B. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Fresno, State of California, or in the District of the United States District Court in which such county is located.

C. Termination by the Developer Prior to Conveyance of the Property. In the event that prior to the conveyance of the Property Developer is not in default under this Agreement and: (1) City does not tender title pursuant to the Grant Deed in the manner and condition and by the date provided in this Agreement; or (2) one or more of the Developer Conditions of Closing is not fulfilled on or before the time set forth in the Schedule of Performance and such failure is not caused by Developer; or (3) any default of City prior to Closing is not cured within the time set forth in Section 3A hereof, after written demand by Developer; then this Agreement may, at the option of Developer, be terminated by written Notice thereof to City. From the date of the Notice of termination of this Agreement by Developer to City and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties with respect to the Property by virtue of or with respect to this Agreement. Under these circumstances, Developer shall be entitled to a return of the Developer Deposit.

D. Termination by City Prior to Conveyance of the Property. In the event that prior to conveyance of the Property City is not in Default under this Agreement and: (1) Developer (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein or in the Property in violation of this Agreement; or (2) one or more of the City Conditions of Closing is not fulfilled on or before the time set forth in the Schedule of Performance and such failure is not caused by City; or (3) Developer is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 3A hereof; then this Agreement and any rights of Developer or any assignee or transferee with respect to or arising out of the Agreement or the

Property, shall, at the option of City, be terminated by City by written Notice thereof to Developer. From the date of the Notice of termination of this Agreement by City to Developer and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties. Under these circumstances, City shall be entitled to keep the Developer Deposit plus any accrued interest.

E. Reentry and Revesting of Title in the City for Failure to Timely Commence and Complete Developer Improvements, Begin Operation of Conforming Business Activities, or for an Unlawful Transfer.

(1) After Closing and Prior to Completion of the Developer Improvements or Opening of Conforming Business Activities. City has the right, at its election, to reenter and take possession of the Property transferred to Developer by Grant Deed pursuant to this Agreement, with all improvements thereon, and terminate and revest in City the estate conveyed to Developer if after the Closing Developer (or its successors in interest) shall:

(a) Fail to obtain Construction Financing within the time required in this Agreement or fail to provide evidence satisfactory to City of Construction Financing within the time required in this Agreement.

(b) Fail to start construction of the Developer Improvements as required by this Agreement for a period of thirty (30) days after written notice thereof from City; or

(c) Abandon or substantially suspend construction of the Developer Improvements required by this Agreement for a period of thirty (30) days after written notice thereof from the City, unless such abandonment or suspension is not caused by Developer's acts or omissions or as provided for in Section 4B; or

(d) Fail to complete the Developer Improvements within the time limits set forth in the Schedule of Performance; or

(e) Fail to open Conforming Business Activities within the time limits set forth in the Schedule of Performance; or

(f) Contrary to the provisions of Section 4C, Transfer or suffer any involuntary Transfer in violation of this Agreement.

(2) Conditions of Reentry and Revesting Rights. City's right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

(a) Any mortgage or deed of trust permitted by this Agreement; or

(b) Any rights or interests provided in this Agreement for the protection of the holders of such mortgages or deeds of trust.

City shall not unreasonably refuse any request to subordinate its right of reentry to a City-approved construction lender's mortgage or deed of trust securing a loan of funds for financing construction of the Developer Improvements.

The Grant Deed shall contain appropriate reference and provision to give effect to City's right as set forth in this Section 3E, to reenter and take possession of the Property, with all improvements thereon, and to terminate and revest in City the estate conveyed to Developer. Upon the revesting in City of title to the Property transferred to Developer by Grant Deed as provided in this Section 3E, City shall have the sole and absolute discretion with respect to the Property, including without limitation retaining the Property for City or other public use, or disposing of the Property in its sole and absolute discretion. If City decides to sell the Property City will use reasonable efforts to resell the Property as soon and in such manner as the City may find feasible to a qualified and responsible party or parties (as determined by City) who will assume the obligation of making or completing the Developer Improvements, or such improvements in their stead as shall be satisfactory to City and in accordance with the uses specified for the Property. Upon such resale of the Property, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Property, which is permitted by this Agreement, may be applied:

(c) First, to reimburse City, on its own behalf or on behalf of City, all costs and expenses incurred by City, including, but not limited to, reasonable City staff costs and any expenditures by City in connection with the recapture, management and resale of the Property or any part thereof (but less any income derived by City from the Property or any part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Property or any part thereof which Developer has not paid (or, in the event that Property is exempt from taxation or assessment of such charges during the period of ownership thereof by City, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in City, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property; and any amounts otherwise owing City; and in the event additional proceeds are thereafter available, then

(d) Second, to reimburse Developer, its successor or transferee, up to the amount equal to the sum of the costs incurred for the acquisition and development of the Property transferred to Developer by Grant Deed and for the Developer Improvements existing on such the Property at the time of the reentry and possession, less any gains or income withdrawn or made by Developer from the Property transferred to Developer by Grant Deed or the Developer Improvements thereon.

Any balance remaining after such reimbursements shall be retained by City as its property. The rights established in this Section 3E are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter

existing at law or in equity. These rights are to be interpreted in light of the fact that City will have conveyed the Property to the Developer for redevelopment purposes, particularly for development and operation of commercial facilities, and not for speculation.

(3) Perfecting Reversionary Interest. City may perfect its revisionary interest by recording a Notice of Reversionary Interest in substantially the form set forth in **Attachment No. 5.**

F. Option to Purchase Property After Completion of Developer Improvements and Operation of Conforming Business Activities. If Developer ceases to operate conforming Business Activities in accordance with Section 2E(2), City shall have the “Option” to purchase the Property, and all improvements thereon.

(1) Exercise of Option. City may exercise this Option by delivering written notice of the exercise (“Exercise Notice”) to Developer before the expiration of the ten (10) year Conforming Business Activity provision (“Option Term”). Upon exercise of the Option, the price to acquire the Property shall be the Purchase Price paid by Developer for the Property, plus the Developer’s costs to construct the Developer Improvements, not to exceed the “Fair Market Value” of the Property (“Acquisition Cost”).

(a) “Fair Market Value” of the Property shall be established by an MAI appraiser. City and Developer shall each select an MAI appraiser to prepare an appraisal at their own cost. The Fair Market Value for purposes of this section shall be the average of the two appraisals. Developer may forego obtaining an appraisal, in which case the Fair Market Value shall be established by City’s appraisal.

(b) Developer’s costs to construct the Developer Improvements shall be established by written receipts, and Developer shall be solely responsible for furnishing appropriate documentation to the satisfaction of the City.

(c) The principal balance of any mortgage, deed of trust, security instrument, or similar lien remaining on the Property at the close of escrow shall be deducted from the Acquisition Cost.

(d) City and Developer may agree to an alternative method of determining the Acquisition Cost, or any portion thereof.

(2) Execution of Purchase Agreement. After receipt of the Exercise Notice for purchase of the Property, Developer and City shall promptly prepare and execute a purchase and sale agreement (“Purchase Agreement”). The Purchase Agreement shall be on a customary commercial form used where public agencies acquire property, or otherwise in a form acceptable to Developer and City. City and Developer shall open escrow for the Property acquisition within thirty (30) days of the Exercise Notice.

G. Right of First Refusal. For a period of Fifty (50) years from the Effective Date of this Agreement, City shall have a “Right of First Refusal” to acquire the Property, including any improvements located thereon, at a Fair Market Value as described in Section 3F(1)(a). This

Right of First Refusal shall apply to a proposed purchase or a single term lease in excess of ten (10) years that is not otherwise prohibited by this Agreement.

(1) Notification to City. Upon Developer's receipt of a bona fide offer to purchase or lease the Property and/or Building for a single period in excess of Ten (10) years ("Offer") from a party who is not affiliated with Developer ("Third Party"), which Offer Developer is willing to accept, Developer shall give notice to City ("Notice") that Developer intends to accept the Offer, and concurrently therewith provide City with a copy of the Offer.

(2) Election of Right of First Refusal. If City elects to exercise its Right of First Refusal, it shall do so by delivering to Developer written notice of its election ("Election") to purchase or lease the Property on terms and conditions substantially the same (identical as to purchase price or lease price) set forth in the Offer, within one hundred twenty (120) days after the receipt of the Notice.

If City does not so notify Developer within said 120 days, City shall be deemed to have rejected the Offer and Developer may proceed to sell or lease the Property (free and clear of this Right of First Refusal) to the Third Party on the terms and conditions set forth in the Offer, or on terms which are better for Developer, but not worse for Developer.

(3) Execution of Purchase Agreement. If City elects to exercise its Right of First Refusal, Developer and City shall promptly prepare and execute a purchase and sale or lease agreement ("Purchase Agreement"). The Purchase Agreement shall be on a customary commercial form used where public agencies acquire property, or otherwise in a form acceptable to Developer and City. City and Developer shall open escrow for the Property acquisition within Thirty (30) days of the Election.

(4) Continuation of Right of First Refusal. Upon the consummation of such purchase and sale or lease to the Third Party, this Right of First Refusal shall automatically and without further notice terminate. If, however, Developer does not consummate a sale or lease to the Third Party as aforesaid, this Right of First Refusal shall not terminate, but shall be revived and continue for the then remaining balance of term of this Right of First Refusal.

#### **4. GENERAL PROVISIONS**

A. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City:	City Manager
	City of Fowler
	128 South 5th Street
	Fowler, CA 93625
	(559) 834-3113

wtucker@ci.fowler.ca.us

To Developer: Bill Purewal  
ADD  
CSZ  
559.217.0494  
[bill@purefreshsales.com](mailto:bill@purefreshsales.com)

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

B. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrection; pandemic; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; governmental restrictions or priority; litigation; acts or omissions of the other party; or acts or failures to act of City or any other public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City, but where any unreasonable delay by City on an action required by this Agreement shall toll the timeframes for an amount of time equal to such unreasonable delays). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer. Notwithstanding any provision of this Agreement to the contrary, the lack of funding to complete the Developer Improvements shall not constitute grounds of enforced delay pursuant to this Section 4B.

C. Transfers of Interest in Property or Agreement.

(1) Prohibition. The qualifications and identity of Developer, as well as Developer's proposal, are of particular concern to City. Therefore, for the period commencing upon the date of this Agreement and until furnishing of the Release of Construction Covenants: (a) no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement; (b) nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Developer Improvements thereon; collectively referred to herein as a "Transfer," without the prior written approval of the City, except as expressly set forth herein.

(2) Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City approval of a Transfer shall not be required in connection with any of the following:

(a) Any Transfer to an entity or entities in which Developer retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities.

(b) Any requested assignment for financing purposes (subject to such financing being considered and approved by City pursuant to Section 2N herein), including the grant of a deed of trust to secure the funds necessary for land acquisition, construction and permanent financing of the Developer Improvements.

In the event of a Transfer by Developer under subparagraph (a) above not requiring the City's prior approval, Developer nevertheless agrees that at least thirty (30) days prior to such Transfer it shall give written notice to City of such assignment and satisfactory evidence that the assignee has assumed in writing, through an assignment and assumption agreement in a form satisfactory to City's legal counsel, all of the obligations of this Agreement. Such assignment shall not, however, release the assigning Developer from any obligations to City hereunder.

(3) City Consideration of Requested Transfer. City agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 4C, provided Developer delivers written Notice to City requesting such approval. Such Notice shall be accompanied by evidence regarding the proposed transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 4C and as reasonably determined by City. City may, in considering any such request, take into consideration such factors as: (a) the quality of any new and/or replacement operator; (b) the sales tax revenues projected to be received from the Property; (c) the transferee's past performance as developer and operator of commercial facilities; (d) the current financial condition of the transferee, and similar factors. City's approval shall be by the City Council. City agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to City's legal counsel shall also be required for all proposed Transfers requiring City approval. Within thirty (30) days after the receipt of Developer's written Notice requesting City approval of a Transfer pursuant to this Section 4C, City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, Developer shall promptly furnish to City such further information as may be reasonably requested.

D. Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

E. Assignment by City. The City may assign or transfer any of its rights or obligations under this Agreement with the approval of Developer, which approval shall not be unreasonably withheld.

F. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Developer Improvements.

G. No Third-Party Beneficiaries Excepting City. Excepting only City, which shall be deemed to be a third-party beneficiary of this Agreement, there shall be no third-party beneficiaries of this Agreement.

H. City Approvals and Actions. City shall maintain authority over this Agreement and the authority to implement this Agreement through the City Manager. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development permitted on the Property, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

I. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in three (3) originals, each of which is deemed to be an original.

J. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes Attachment Nos. 1 through 5, which are incorporated herein.

K. Real Estate Brokerage Commission. City and Developer each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee in connection with Developer's acquisition of the Property from the City. The parties agree to defend and hold harmless the other party from any claim to any such commission or fee from any other broker, agent or finder with respect to this Agreement which is payable by such party.



L. Interpretation. As used in this Agreement, the word “including” shall be construed as if followed by the words “without limitation.” This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties.

M. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

N. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

O. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

P. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Q. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

R. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

S. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

T. Non-Liability of Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

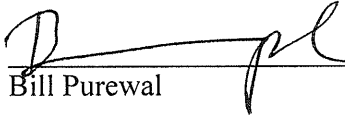
U. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

V. Precedence of Documents. If there is any conflict between this Agreement and any supplemental escrow instructions, the order of precedence for resolving conflicts shall be as follows: first this Agreement, second the supplemental escrow instructions.

*Signatures on Next Page*

IN WITNESS WHEREOF, City and Developer have executed this Disposition and Development Agreement as of the date set forth above.

**BILL PUREWAL**

  
\_\_\_\_\_  
Bill Purewal

Date: 01/13/2022

**CITY OF FOWLER**

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

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Angela Vazquez, Deputy City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

LOZANO SMITH

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

Date: \_\_\_\_\_

**ATTACHMENT NO. 1  
LEGAL DESCRIPTION AND DEPICTION  
OF ASSESSOR'S PARCEL NUMBERS 343-142-14T**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FOWLER,  
COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 14 OF BLOCK 132 IN BOOK 4, PAGE 15 OF THE TOWN OF FOWLER, FRESNO  
COUNTY RECORDS.

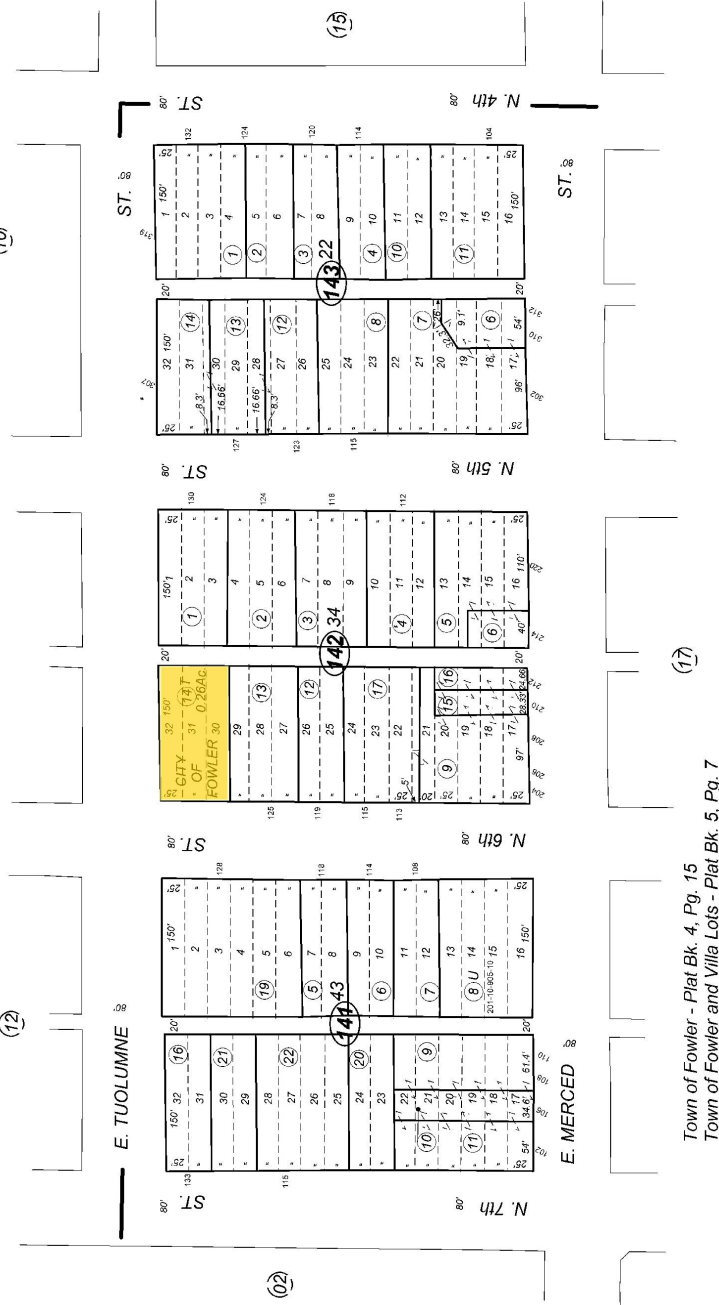
# DEPICTION

NOTE:  
This map is for Assessment purposes only.  
It is not to be construed as portraying legal  
ownership or divisions of land for purposes  
of zoning or subdivision law.

SUBDIVIDED LAND IN POR. SEC. 15, T.15S., R.21E., M.D.B.&M.

Tax Rate Area  
4-000  
4-016

343-14



Town of Fowler - Plat Bk 4, Pg. 15  
Town of Fowler and Villa Lots - Plat Bk. 5, Pg. 7

Assessor's Map Bk. 343 - Pg. 14  
County of Fresno, Calif.

Note - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

11/19/2018

## ATTACHMENT NO. 2 FORM OF GRANT DEED

*Recorded By and For the Benefit of,  
And When Recorded Return to:*

Bill Purewal  
ADD  
CSZ

---

### GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The City of Fowler, a California municipal corporation (“City”), hereby grants to Bill Purewal (“Developer”), the real property hereinafter referred to as the “Property,” described in **Exhibit A** attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record described therein.

1. Conveyance in Accordance Disposition and Development Agreement. The Property is conveyed in accordance with and subject to a Disposition and Development Agreement entered into between City and Developer dated January 17, 2023 (“DDA”), a copy of which is on file with City at its offices as a public record and which is incorporated herein by reference. The DDA generally requires the Developer to construct certain improvements (“Developer Improvements”) and other requirements as set forth therein. All terms used herein shall have the same meaning as those used in the DDA.

2. Permitted Uses. Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof, that upon the date of this Grant Deed and during construction through completion of development and thereafter, Developer shall devote the Property to the uses specified in this Grant Deed for the periods of time specified therein. All uses conducted on the Property, including, without limitation, all activities undertaken by Developer pursuant to the DDA, shall conform to the DDA and all applicable provisions of the City of Fowler Municipal Code. The foregoing covenants shall run with the land.

3. Restrictions on Transfer and Encumbrances. Developer further agrees as follows:

A. For the period commencing upon the date of this Grant Deed and until the furnishing of the Release of Construction Covenants for the Developer Improvements, no

voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under the DDA or this Grant Deed, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Developer Improvements thereon, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the facilities being operated upon the Property, without the prior written approval of the City pursuant to Section 4C of the DDA.

B. Except as approved in writing by City, Developer shall not place or suffer to be placed on the Property any lien or encumbrance, including but not limited to, mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the Developer Improvements on the Property and any other expenditures necessary and appropriate to develop the Property pursuant to the DDA, except as provided in Section 2N of the DDA.

C. All of the terms, covenants and conditions of this Grant Deed shall be binding upon Developer and the permitted successors and assigns of the Developer. Whenever the term "Developer" is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

4. Nondiscrimination. Developer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any protected class under California State or federal law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall Developer itself or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

5. City Right of Reentry. City has the right, at its election, to reenter and take possession of the Property, with all improvements thereon, and terminate and revest in City the estate conveyed to Developer if after the Closing Developer (or its successors in interest) shall:

A. Fail to start the construction of the Developer Improvements as required by the DDA for a period of thirty (30) days after written notice thereof from City; or

B. Abandon or substantially suspend construction of the Developer Improvements required by the DDA for a period of thirty (30) days after written notice thereof from the City, unless such abandonment or suspension is not caused by Developer's acts or omissions or as provided for in Section 4B of the DDA; or

C. Fail to complete the Developer Improvements within the time limits set forth in the DDA; or

D. Fail to open Conforming Business Activities within the time limits set forth in the DDA; or

E. Contrary to the provisions of Section 4C of the DDA, Transfer or suffer any involuntary Transfer in violation of the DDA.

The City's right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

- (1) Any mortgage or deed of trust permitted by the DDA; or
- (2) Any rights or interests provided in the DDA for the protection of the holders of such mortgages or deeds of trust.

City shall not unreasonably refuse any request to subordinate its right of reentry to a City-approved construction lender's mortgage or deed of trust securing a loan of funds for financing construction of the Developer Improvements in accordance with Section 2M of the DDA.

Upon the revesting in City of title to the Property as provided in this Section, City shall use its reasonable efforts to resell the Property as soon and in such manner as City shall find feasible to a qualified and responsible party or parties (as determined by City) who will assume the obligation of making or completing the Developer Improvements, or such improvements in their stead as shall be satisfactory to City and in accordance with the uses specified for the Property. Upon such resale of the Property, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Property, which is permitted by this Agreement, shall be applied:

- (1) First, to reimburse City, on its own behalf or on behalf of City, all costs and expenses incurred by City, excluding City staff costs, but specifically, including, but not limited to, any expenditures by the City in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by City from the Property or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Property or part thereof which Developer has not paid (or, in the event that the Property is exempt from taxation or assessment of such charges during the period of ownership thereof by City, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time or revesting of title thereto in City, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property; and any amounts otherwise owing City; and in the event additional proceeds are thereafter available, then

- (2) Second, to reimburse Developer, its successor or transferee, up to the amount equal to the sum of the costs incurred for the acquisition and development of the Property and for the Developer Improvements existing on the Property at the time of the reentry and possession, less any gains or income withdrawn or made by Developer from the Property or the Developer Improvements thereon.



Any balance remaining after such reimbursements shall be retained by City as its property. The rights established in this Section are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that City will have conveyed the Property to Developer for redevelopment purposes, particularly for development and operation of commercial uses, and not for speculation.

6. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by Section 3 of this Grant Deed; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

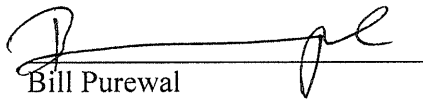
7. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of Developer's obligations hereunder except as provided hereunder shall terminate and shall become null and void upon completion of the Developer Improvements and the opening of Conforming Business Activities. Every covenant contained in this Grant Deed against discrimination contained in Section 4 of this Grant Deed shall remain in effect in perpetuity.

8. Covenants For Benefit of City. All covenants without regard to technical classification or designation shall be binding for the benefit of City, and such covenants shall run in favor of City for the entire period during which such covenants shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

9. Revisions to Grant Deed. Both City, its successors and assigns, and Developer and the successors and assigns of Developer in and to all or any part of the fee title to the Property, shall have the right with the mutual consent of City and Developer to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. However, Developer and City are obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Grant Deed. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any third party not a party to the DDA.

*~ Signatures on Next Page ~*

**BILL PUREWAL**

  
Bill Purewal

Date: 01/13/2023

**CITY OF FOWLER**

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

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Angela Vazquez, Deputy City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

LOZANO SMITH

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

Date: \_\_\_\_\_

## **Exhibit A**

### **LEGAL DESCRIPTION**

THE LAND REFERRED TO HERIN BELOW IS SITUATED IN THE CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORINIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 14 OF BLOCK 132 IN BOOK 4, PAGE 15 OF THE TOWN OF FOWLER, FRESNO COUNTY RECORDS.

## ATTACHMENT NO. 3

### SCHEDULE OF PERFORMANCE

<b>1. Execution of Agreement by City.</b> The City shall execute this Agreement if approved by City Council.	Within five (5) days after City Council approval, the City shall deliver two (2) executed copies of this Agreement to the Developer who shall execute and return to the City within five (5) days.
<b>2. Opening of Escrow.</b> City shall open Escrow with Escrow Agent.	Within ten (10) days after City's receipt of fully executed Agreement.
<b>3. Evidence of the Obtainment of Construction Financing.</b> Developer submits evidence of Construction Financing as required by Section 2N.	Prior to Closing.
<b>4. Submission of Development Plans.</b> Developer submits Design Drawings, Site Plan, and Construction Plans to City's Community Development Director.	Within ninety (90) days of Land Use Approvals.
<b>5. City Approval or Disapproval of Development Plans.</b> City's Community Development Director shall review the Design Drawings, Site Plan, and Construction Plans, and approve or disapprove same.	Within sixty (60) days after submittal.
<b>6. Revisions to Development Plans.</b> Developer shall prepare revised Development Plans and resubmit them to the Community Development Director for review.	Within thirty (30) days after receipt of City comments.
<b>7. Final Review of Development Plans.</b> The Community Development Director shall approve or disapprove the revisions submitted by Developer provided that the revisions necessary to accommodate the Director's comments have been made.	Within thirty (30) days after submittal by the Developer.

<b>8. Land Use Approvals.</b> Developer shall obtain any required discretionary land use entitlements for the Developer Improvements as required by Section 2D.	Land use entitlement submittal shall occur not later than thirty days (30) from the effective date of this Agreement and must be fully approved by the City prior to close of escrow.
<b>9. Conditions of Closing.</b> Developer and City shall satisfy all their respective Conditions of Closing.	Not later than one year from the date of this agreement.
<b>10. Close of Escrow for Conveyance of the Property.</b> City shall convey the Property to Developer.	Not later than one year from the date of this agreement.
<b>11. Construction Permits.</b> Developer shall obtain all construction and any other permits (“Building Permits”) necessary to commence construction of the Developer Improvements as set forth in Section 2D.	Not later than thirty (30) days after Closing.
<b>12. Insurance Certificate.</b> Developer shall provide proof of insurance as required by Section 2G.	Prior to the commencement of construction.
<b>13. Commencement of Construction.</b> Developer shall commence construction of the Developer Improvements.	Within thirty (30) days after issuance of the first building permit.
<b>14. Completion of Construction.</b> Developer shall complete construction of the Developer Improvements.	Within twelve (12) months after issuance of the first building permit.
<b>15. Opening of Developer Improvements for Business.</b> “Conforming Business Activities” shall commence.	Within thirty (30) days after issuance of a certificate of occupancy.
<b>17. Right of First Refusal.</b> City shall have a Right of First Refusal to acquire the Property as set forth in Section 3G.	For a period of fifty (50) years from Effective Date of Agreement.

<b>18. Release of Construction Covenants.</b> City shall record the Release of Construction Covenants as set forth in Section 2M and Attachment No. 4.	In accordance with the DDA.
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**ATTACHMENT NO. 4**  
**RELEASE OF CONSTRUCTION COVENANTS**

*Recorded By and For the Benefit of,  
And When Recorded Return to:*

Bill Purewal  
ADD  
CSZ

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**RELEASE OF CONSTRUCTION COVENANTS**

THIS RELEASE OF CONSTRUCTION COVENANTS ("Release") is made by the City of Fowler, a California municipal corporation ("City"), in favor of Bill Purewal ("Developer"), as of the date set forth below.

**RECITALS**

- A. City and Developer have entered into that certain Disposition and Development Agreement dated January 17, 2023 ("DDA") concerning the development of certain real property situated in the City of Fowler, California as more fully described in **Exhibit A** attached hereto and made a part hereof.
- B. As referenced in Section 2M of the DDA, City is required to furnish Developer or its successors with a Release of Construction Covenants upon completion of construction of the Developer Improvements, which Release is required to be in such form as to permit it to be recorded in the Recorder's office of Fresno County. This Release is conclusive determination of satisfactory completion of the construction and development required by the DDA for the Developer Improvements.
- C. City has conclusively determined that such construction and development of the Developer Improvements has been satisfactorily completed.

NOW, THEREFORE, the City hereby certifies as follows:

1. The Developer Improvements to be constructed by Developer have been fully and satisfactorily completed in conformance with the DDA. Any operating requirements and all use, maintenance or nondiscrimination covenants contained in the DDA and other documents executed and recorded pursuant to the DDA shall remain in effect and enforceable according to their terms.
2. Nothing contained in this Release shall modify in any other way any other provisions of the DDA.

**IN WITNESS WHEREOF**, the City has executed this Release this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**CITY OF FOWLER**, a California municipal corporation

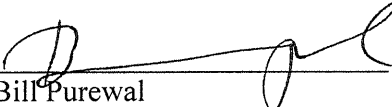
By: \_\_\_\_\_  
Wilma Tucker, City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED BY DEVELOPER:**

**BILL PUREWAL**

  
\_\_\_\_\_  
Bill Purewal



## **Exhibit A**

### **LEGAL DESCRIPTION**

THE LAND REFERRED TO HERIN BELOW IS SITUATED IN THE CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORINIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 14 OF BLOCK 132 IN BOOK 4, PAGE 15 OF THE TOWN OF FOWLER, FRESNO COUNTY RECORDS.

**ATTACHMENT NO. 5**  
**NOTICE OF REVERSIONARY INTEREST**

*Recorded By and For the Benefit of,  
And When Recorded Return to:*

CITY OF FOWLER  
128 South 5th Street  
Fowler, California 93625  
ATTN: City Clerk

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**NOTICE OF REVERSIONARY INTEREST**

**APN 343-142-14T**

**RECITALS**

WHEREAS, the City of Fowler, a California municipal corporation (“City”), and Bill Purewal (“Developer”), (“Developer”), entered into that certain Disposition and Development Agreement dated January 17, 2023 (“DDA”) concerning the development of certain real property situated in the City of Fowler, County of Fresno, State of California (“Property”) as more fully described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, pursuant to Section 2 of the DDA, Developer failed to complete certain Improvements by specified dates or otherwise failed to timely cure a breach of the DDA, and therefore Title to the Property has reverted back to City.

NOW, THEREFORE, City does hereby give notice that Title has reverted to City for the Property and City intends to exercise all rights to the Property.

IN WITNESS WHEREOF, City has duly executed this instrument this \_\_\_ day of \_\_\_\_\_, 202\_.

CITY OF FOWLER

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

## **Exhibit A**

### **LEGAL DESCRIPTION**

THE LAND REFERRED TO HERIN BELOW IS SITUATED IN THE CITY OF FOWLER,  
COUNTY OF FRESNO, STATE OF CALIFORINIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 14 OF BLOCK 132 IN BOOK 4, PAGE 15 OF THE TOWN OF FOWLER, FRESNO  
COUNTY RECORDS.



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

ITEM NO: 7-L

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

January 17, 2023

**FROM** DARIO DOMINGUEZ, Public Works Director

### **SUBJECT**

APPROVE Resolution No. 2620 designating the intersection of 8th and Tuolumne Streets as an all-way stop.

### **RECOMMENDATION**

Staff recommend the City Council take the above action.

### **BACKGROUND**

Title 4, Chapter 4 of the Fowler Municipal Code governs through streets, stop intersections, and yield signs and states the Council may designate by resolution any intersection as a stop intersection.

A three-way stop was added at 7th and Fresno Streets when outdoor dining platforms were added in 2020. The three-way stop remained after the outdoor dining platforms were removed because the three-way stop enhanced public safety due to visibility constraints at that intersection.

The intersection of 8th and Tuolumne Streets has similar visibility constraints. The City Engineer conducted a traffic study at the intersection and has identified the sight distance deficiencies as qualifying the intersection for all-way stop control in accordance with the provisions of Section 2B.07.05 of the California Manual on Uniform Traffic Control Devices for Streets and Highways 2014 Edition. Based on the configuration and the limited visibility of the intersection, it is the City Engineer's opinion that a three-way stop is appropriate.

## **ENVIRONMENTAL REVIEW**

The proposed all-way stop is exempt from review under the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines Section 15061 (b)(3), it can be seen with certainty that the installation of an all-way stop intersection will not have a significant effect on the environment.

## **FISCAL IMPACT**

Streets maintenance funds will be used for the installation of the stop sign.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Map
- Resolution No. 2620
- Technical Memorandum dated November 15, 2022



**RESOLUTION NO. 2620**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
DESIGNATING THE INTERSECTION OF 8TH AND TUOLUMNE STREETS  
AS AN ALL -WAY STOP**

**WHEREAS**, the intersection of 8th and Tuolumne Streets is currently a two-way stop sign; and

**WHEREAS**, in accordance with Section 2B.07.05 of the California Manual on Uniform Traffic Control Devices produced by the California Department of Transportation, City staff has demonstrated a need for an all-way stop at the intersection of 8th and Tuolumne Streets for the following reason:

Sight distance deficiencies exist such that the road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.

**WHEREAS**, the City has the authority to install stop signs pursuant to Fowler Municipal Code sections 4-4.401 through 4-4.405 and California Vehicle Code sections 21101, 21104, 21351, 21351.5, 21354, 21355, 21362, 21400, and 21401.

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

1. The intersection of 8th and Tuolumne Streets is hereby designated an all-way stop.
2. The City Clerk shall add said intersection to the Official List of Stop Intersections in accordance with Fowler Municipal Code section 4-4.401.
3. The Public Works Director shall install appropriate street signs and markings.

**PASSED, APPROVED AND ADOPTED this 17th day of January 2023, at a special meeting of the Fowler City Council by the following vote:**

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

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Daniel T. Parra, Mayor

ATTEST:

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Angela Vasquez, Deputy City Clerk



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## TECHNICAL MEMORANDUM

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**To:** Mr. Dario Dominguez  
Public Works Director

**From:** David Peters, PE, TE  
City Engineer

**Subject:** STOP Signs at the Intersection of 8<sup>th</sup> Street and Tuolumne Street  
Fowler, California

**Date:** November 15, 2022

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The purpose of this memorandum is to provide our conclusions and recommendations related to the need for STOP signs at the intersection of 8<sup>th</sup> Street and Tuolumne Street in Fowler, California. For purposes of this report, 8<sup>th</sup> Street will be considered a north-south street and Tuolumne Street will be considered an east-west street.

The intersection of 8<sup>th</sup> Street and Tuolumne Street is a three-legged intersection with one lane on each approach. 8<sup>th</sup> Street is a collector street as designated in the Fowler General Plan. Tuolumne Street is a local road. The intersection has one-way stop control on Tuolumne Street; traffic on 8<sup>th</sup> Street is not required to stop. Pavement markings at the intersection include centerline striping, a white crosswalk across Tuolumne Street, and a “STOP” marking on Tuolumne Street. Diagonal parking is allowed along the west side of 8<sup>th</sup> Street and can potentially obstruct visibility of oncoming traffic when sitting at the STOP sign on Tuolumne Street.

Metro Traffic Data Inc. performed traffic counts at the intersection. The data collected consist of intersection a.m. and p.m. peak hour turning movement counts (including bicycles and pedestrians) and 24-hour counts on each leg of the intersection. The traffic counts were performed on Thursday, November 3, 2022 and the data sheets are attached. The peak-hour traffic volumes are presented on the data sheets. Table 1 summarizes the approach traffic volumes.

**Table 1**  
**Traffic Volumes**

Approach Direction and Street	A.M. Peak Hour Approach Volume	P.M. Peak Hour Approach Volume	Daily Approach Volume
Northbound 8 <sup>th</sup> Street	22	35	397
Southbound 8 <sup>th</sup> Street	37	68	659
Eastbound Tuolumne Street	60	42	520



The results of the traffic counts confirm that the intersection is a relatively a low-volume location. The intersection is currently operating at LOS A during the a.m. and p.m. peak hours. The intersection analysis sheets are attached.

Section 2B.04 of the 2014 *California Manual on Uniform Traffic Control Devices, Revision 6 effective March 30, 2021* (CMUTCD) provides a discussion related to the installation of STOP signs and determining whether two-way stop or all-way stop configurations should be used. The CMUTCD indicates that stop signs should be considered if one or more of the following conditions exist:

1. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
2. A street entering a designated through highway or street; and/or
3. An unsignalized intersection in a signalized area.

At the intersection of 8<sup>th</sup> Street and Tuolumne Street, the physical conditions suggest that stops signs, at least a one-way stop condition, are an appropriate traffic control option.

The CMUTCD presents the following discussions relative to determining the appropriate configuration of STOP signs (one-way stop versus all-way stop).

### **Section 2B.06 STOP Sign Applications**

*Guidance:*

*01 At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).*

*02 The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:*

- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

Support:

*03 The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.*

### **Section 2B.07 Multi-Way Stop Applications**

Support:

*01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.*

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

*Guidance:*

03 *The decision to install multi-way stop control should be based on an engineering study.*

04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*

*A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*

*B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*

*C. Minimum volumes:*

*1 The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*

*2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*

*3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*

*D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

*Option:*

05 Other criteria that may be considered in an engineering study include:

*A. The need to control left-turn conflicts;*

*B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*

*C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and*

*D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.*

The volume conditions described above do not exist at the intersection. However, visibility is often limited as a result of diagonal parking along 8<sup>th</sup> Street.

Crash records were obtained from the Statewide Integrated Traffic Records System (SWITRS) for the years 2016 through 2021. The SWITRS reports included no crashes at the study intersection.

Although the volume and crash criteria described above are not satisfied, the CMUTCD indicates that multi-way stop sign installations may be considered based on safety concerns associated with pedestrians, bicyclists, and all road users expecting other road users to stop. Based on the configuration and the limited visibility, it is our opinion that all-way stop control with corresponding pavement markings at the intersection of 8<sup>th</sup> Street and Tuolumne Street is the appropriate intersection control.

# Turning Movement Report

Prepared For:

**Peters Engineering Group**  
862 Pollasky Ave  
Clovis, CA 93612

LOCATION	Tuolumne St @ 8th St
COUNTY	Fresno
COLLECTION DATE	Thursday, November 3, 2022

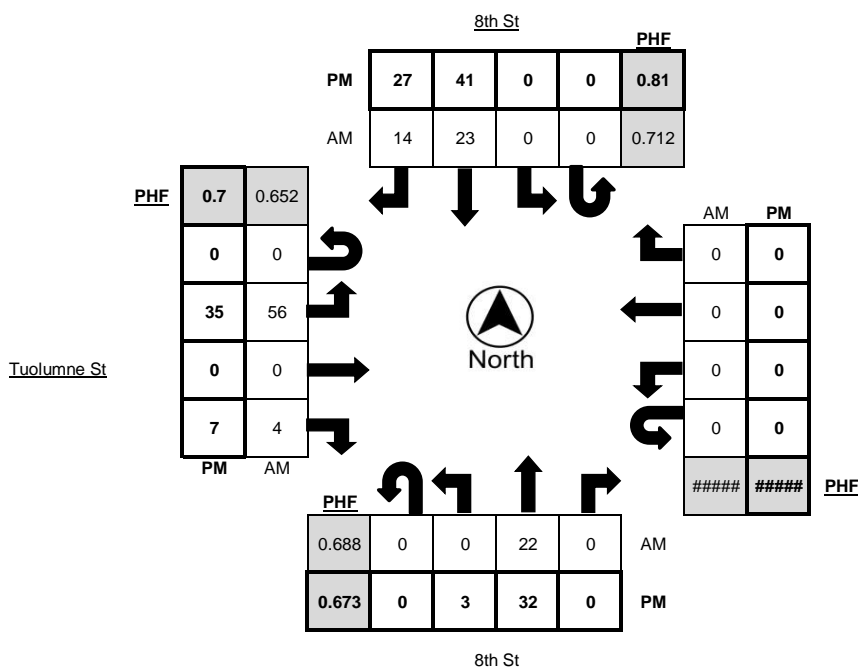
LATITUDE	36.6298
LONGITUDE	-119.6823
WEATHER	Clear

	Northbound					Southbound					Eastbound					Westbound				
Time	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks
7:00 AM - 7:15 AM	0	0	3	0	0	0	0	0	1	0	0	3	0	1	0	0	0	0	0	0
7:15 AM - 7:30 AM	0	0	1	0	0	0	0	7	3	1	0	9	0	1	0	0	0	0	0	0
7:30 AM - 7:45 AM	0	0	2	0	0	0	0	7	4	1	0	10	0	1	0	0	0	0	0	0
7:45 AM - 8:00 AM	0	0	5	0	0	0	0	3	3	0	0	10	0	1	0	0	0	0	0	0
8:00 AM - 8:15 AM	0	0	8	0	0	0	0	9	4	0	0	15	0	0	0	0	0	0	0	0
8:15 AM - 8:30 AM	0	0	7	0	0	0	0	4	3	0	0	21	0	2	0	0	0	0	0	0
8:30 AM - 8:45 AM	0	0	3	0	0	0	0	4	5	0	0	4	0	2	0	0	0	0	0	0
8:45 AM - 9:00 AM	0	0	8	0	0	0	0	7	4	2	0	5	0	2	0	0	0	0	0	0
TOTAL	0	0	37	0	0	0	0	41	27	4	0	77	0	10	0	0	0	0	0	0

	Northbound					Southbound					Eastbound					Westbound				
Time	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks
4:00 PM - 4:15 PM	0	3	8	0	0	1	0	14	4	1	0	11	0	1	0	0	0	0	0	0
4:15 PM - 4:30 PM	0	1	5	0	0	0	0	6	9	0	0	5	0	3	0	0	0	0	0	0
4:30 PM - 4:45 PM	0	3	9	0	0	1	0	3	0	0	0	9	0	1	0	0	0	0	0	0
4:45 PM - 5:00 PM	0	0	7	0	0	0	0	17	4	0	0	13	0	2	0	0	0	0	0	0
5:00 PM - 5:15 PM	0	2	7	0	0	0	0	7	7	1	0	8	0	0	1	0	0	0	0	0
5:15 PM - 5:30 PM	0	0	13	0	0	0	0	10	7	1	0	8	0	2	0	0	0	0	0	0
5:30 PM - 5:45 PM	0	1	5	0	0	0	0	7	9	0	0	6	0	3	0	0	0	0	0	0
5:45 PM - 6:00 PM	0	2	9	0	1	1	0	13	6	0	0	5	0	0	0	0	0	0	0	0
TOTAL	0	12	63	0	1	3	0	74	49	3	0	65	0	12	1	0	0	0	0	0

	Northbound					Southbound					Eastbound					Westbound				
PEAK HOUR	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks
7:30 AM - 8:30 AM	0	0	22	0	0	0	0	23	14	1	0	56	0	4	0	0	0	0	0	0
4:45 PM - 5:45 PM	0	3	32	0	0	0	0	41	27	2	0	35	0	7	1	0	0	0	0	0

	PHF	Trucks
AM	0.804	0.8%
PM	0.843	2.1%





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# Turning Movement Report

Prepared For:

**Peters Engineering Group**  
 862 Pollasky Ave  
 Clovis, CA 93612

**LOCATION** Tuolumne St @ 8th St

**LATITUDE** 36.6298

**COUNTY** Fresno

**LONGITUDE** -119.6823

**COLLECTION DATE** Thursday, November 3, 2022

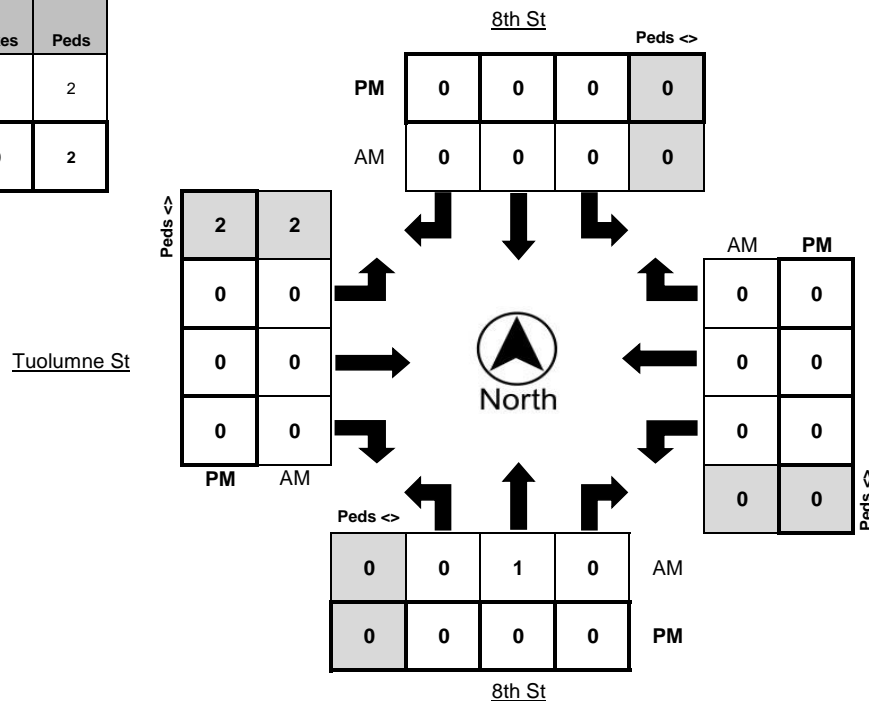
**WEATHER** Clear

Time	Northbound Bikes			N.Leg Peds	Southbound Bikes			S.Leg Peds	Eastbound Bikes			E.Leg Peds	Westbound Bikes			W.Leg Peds
	Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		Left	Thru	Right	
7:00 AM - 7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
7:15 AM - 7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM - 7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM - 8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM - 8:15 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
8:15 AM - 8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
8:30 AM - 8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 AM - 9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
<b>TOTAL</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>

Time	Northbound Bikes			N.Leg Peds	Southbound Bikes			S.Leg Peds	Eastbound Bikes			E.Leg Peds	Westbound Bikes			W.Leg Peds
	Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		Left	Thru	Right	
4:00 PM - 4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM - 4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
4:30 PM - 4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
5:15 PM - 5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>

PEAK HOUR	Northbound Bikes			N.Leg Peds	Southbound Bikes			S.Leg Peds	Eastbound Bikes			E.Leg Peds	Westbound Bikes			W.Leg Peds
	Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		Left	Thru	Right	
7:30 AM - 8:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2
4:45 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2

	Bikes	Peds
AM Peak Total	1	2
PM Peak Total	0	2





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# Turning Movement Report

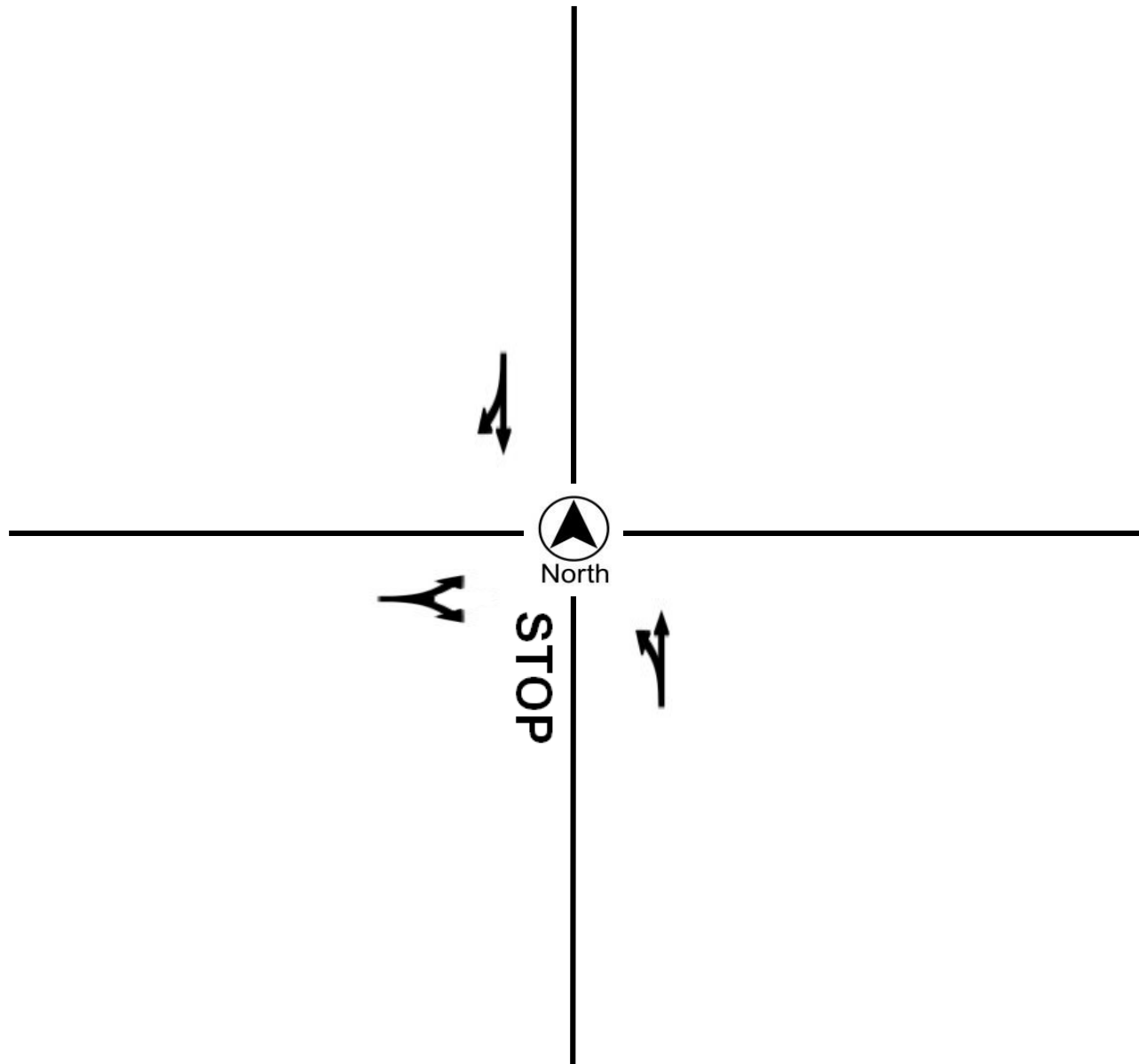
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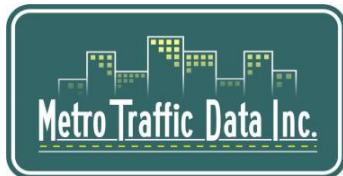
**Peters Engineering Group**  
862 Pollasky Ave  
Clovis, CA 93612

**LOCATION** Tuolumne St @ 8th St  
**COUNTY** Fresno  
**COLLECTION DATE** Thursday, November 3, 2022  
**CYCLE TIME** N/A

**N/S STREET** 8th St  
**E/W STREET** Tuolumne St  
**WEATHER** Clear  
**CONTROL TYPE** One-Way Stop

## COMMENTS





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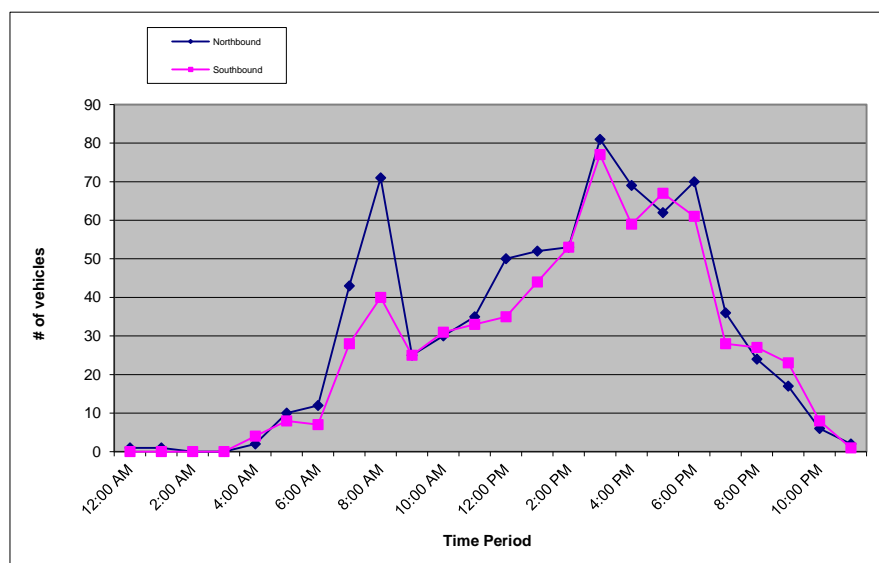
# 24 Hour Count Report

Prepared For: **Peters Engineering Group**  
 862 Pollasky Ave  
 Clovis, CA 93612

**STREET** 8th St **LATITUDE** \_\_\_\_\_  
**SEGMENT** North of Tuolumne St **LONGITUDE** \_\_\_\_\_  
**COLLECTION DATE** Thursday, November 3, 2022 **WEATHER** Clear  
**NUMBER OF LANES** 2

	Northbound					Southbound					Hourly
Hour	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Totals
12:00 AM	0	0	1	0	1	0	0	0	0	0	1
1:00 AM	0	1	0	0	1	0	0	0	0	0	1
2:00 AM	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	1	1	2	0	1	0	3	4	6
5:00 AM	1	1	3	5	10	0	2	3	3	8	18
6:00 AM	3	3	2	4	12	1	2	2	2	7	19
7:00 AM	6	10	12	15	43	1	10	11	6	28	71
8:00 AM	23	28	7	13	71	13	7	9	11	40	111
9:00 AM	5	4	9	7	25	5	9	5	6	25	50
10:00 AM	5	11	9	5	30	10	4	6	11	31	61
11:00 AM	6	7	8	14	35	7	5	10	11	33	68
12:00 PM	9	13	13	15	50	12	6	9	8	35	85
1:00 PM	15	11	13	13	52	6	11	13	14	44	96
2:00 PM	14	14	12	13	53	11	17	9	16	53	106
3:00 PM	21	19	14	27	81	10	21	22	24	77	158
4:00 PM	20	10	19	20	69	19	15	4	21	59	128
5:00 PM	15	21	11	15	62	14	17	16	20	67	129
6:00 PM	22	22	12	14	70	20	13	13	15	61	131
7:00 PM	11	9	8	8	36	6	9	5	8	28	64
8:00 PM	6	8	5	5	24	10	7	6	4	27	51
9:00 PM	4	5	3	5	17	7	7	7	2	23	40
10:00 PM	2	3	0	1	6	3	2	2	1	8	14
11:00 PM	1	1	0	0	2	0	1	0	0	1	3
Total	53.3%				752	46.7%				659	
	1411										

**AM%** **28.8%** **AM Peak 115** **7:30 am to 8:30 am** **AM P.H.F. 0.80**  
**PM%** **71.2%** **PM Peak 166** **3:15 pm to 4:15 pm** **PM P.H.F. 0.81**





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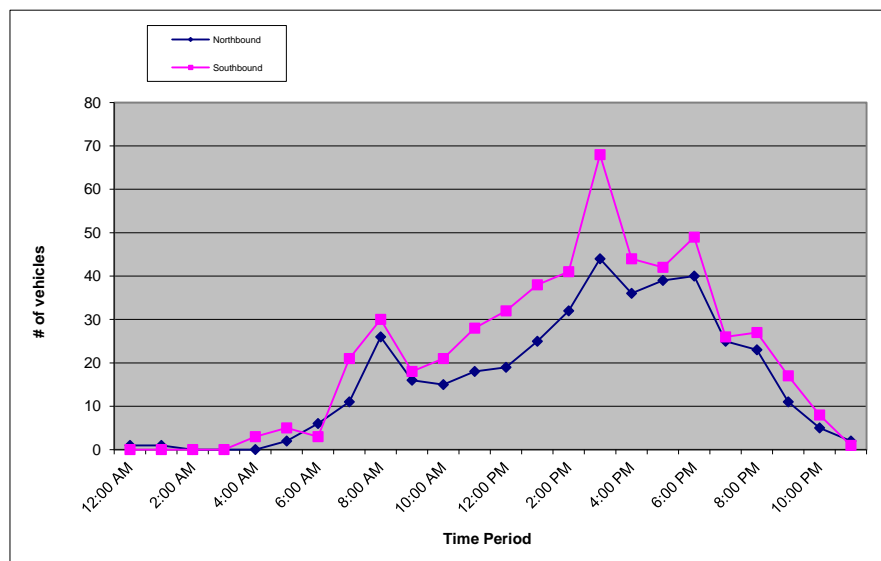
# 24 Hour Count Report

Prepared For: **Peters Engineering Group**  
 862 Pollasky Ave  
 Clovis, CA 93612

**STREET** 8th St **LATITUDE**  
**SEGMENT** South of Tuolumne St **LONGITUDE**  
**COLLECTION DATE** Thursday, November 3, 2022 **WEATHER** Clear  
**NUMBER OF LANES** 2

	Northbound					Southbound					Hourly
Hour	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Totals
12:00 AM	0	0	1	0	1	0	0	0	0	0	1
1:00 AM	0	1	0	0	1	0	0	0	0	0	1
2:00 AM	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	0	0	0	0	1	0	2	3	3
5:00 AM	0	1	1	0	2	0	1	2	2	5	7
6:00 AM	1	3	0	2	6	0	1	1	1	3	9
7:00 AM	3	1	2	5	11	1	8	8	4	21	32
8:00 AM	8	7	3	8	26	9	6	6	9	30	56
9:00 AM	4	2	6	4	16	2	7	4	5	18	34
10:00 AM	2	5	4	4	15	4	3	8	6	21	36
11:00 AM	5	1	3	9	18	6	5	7	10	28	46
12:00 PM	3	3	3	10	19	6	10	9	7	32	51
1:00 PM	9	3	6	7	25	4	10	10	14	38	63
2:00 PM	9	9	6	8	32	10	10	8	13	41	73
3:00 PM	15	10	8	11	44	10	18	22	18	68	112
4:00 PM	11	6	12	7	36	15	9	1	19	44	80
5:00 PM	9	13	6	11	39	7	12	10	13	42	81
6:00 PM	6	18	9	7	40	13	11	14	11	49	89
7:00 PM	8	6	6	5	25	6	7	8	5	26	51
8:00 PM	7	6	4	6	23	6	10	7	4	27	50
9:00 PM	2	5	2	2	11	4	4	8	1	17	28
10:00 PM	1	3	0	1	5	3	2	3	0	8	13
11:00 PM	1	1	0	0	2	0	1	0	0	1	3
Total	43.2%				397	56.8%				522	
	919										

AM% 24.5% AM Peak 56 8:00 am to 9:00 am AM P.H.F. 0.82  
 PM% 75.5% PM Peak 113 3:15 pm to 4:15 pm PM P.H.F. 0.94







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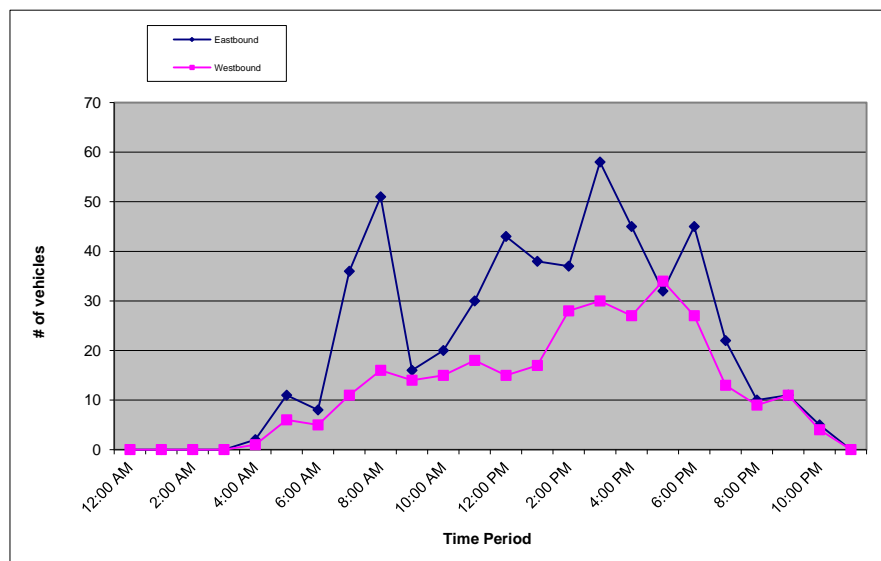
# 24 Hour Count Report

Prepared For: **Peters Engineering Group**  
 862 Pollasky Ave  
 Clovis, CA 93612

**STREET** Tuolumne St **LATITUDE** \_\_\_\_\_  
**SEGMENT** West of 8th St **LONGITUDE** \_\_\_\_\_  
**COLLECTION DATE** Thursday, November 3, 2022 **WEATHER** Clear  
**NUMBER OF LANES** 2




	Eastbound					Westbound					Hourly
Hour	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Totals
12:00 AM	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	1	1	2	0	0	0	1	1	3
5:00 AM	1	0	4	6	11	0	1	3	2	6	17
6:00 AM	2	1	2	3	8	1	2	1	1	5	13
7:00 AM	4	10	11	11	36	1	3	4	3	11	47
8:00 AM	15	23	6	7	51	4	3	5	4	16	67
9:00 AM	2	3	7	4	16	4	3	5	2	14	30
10:00 AM	3	6	10	1	20	6	1	3	5	15	35
11:00 AM	2	9	9	10	30	2	3	7	6	18	48
12:00 PM	6	17	12	8	43	6	3	2	4	15	58
1:00 PM	8	10	11	9	38	4	3	7	3	17	55
2:00 PM	7	8	11	11	37	3	10	6	9	28	65
3:00 PM	12	14	13	19	58	6	8	7	9	30	88
4:00 PM	12	8	10	15	45	7	10	6	4	27	72
5:00 PM	8	10	9	5	32	9	7	10	8	34	66
6:00 PM	18	11	7	9	45	9	9	3	6	27	72
7:00 PM	8	5	6	3	22	5	4	1	3	13	35
8:00 PM	0	7	2	1	10	5	2	0	2	9	19
9:00 PM	2	2	4	3	11	3	5	2	1	11	22
10:00 PM	2	2	1	0	5	1	2	0	1	4	9
11:00 PM	0	0	0	0	0	0	0	0	0	0	0
Total	63.3%				520	36.7%				301	
	821										

**AM%** 31.7% **AM Peak 74** 7:30 am to 8:30 am **AM P.H.F.** 0.71  
**PM%** 68.3% **PM Peak 89** 3:15 pm to 4:15 pm **PM P.H.F.** 0.79



Intersection

Int Delay, s/veh 4.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	56	4	1	22	23	14
Future Vol, veh/h	56	4	1	22	23	14
Conflicting Peds, #/hr	2	2	2	0	0	2
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	70	5	1	28	29	18

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	72	42	49
Stage 1	40	-	-
Stage 2	32	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	932	1029	1558
Stage 1	982	-	-
Stage 2	991	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	927	1025	1555
Mov Cap-2 Maneuver	927	-	-
Stage 1	979	-	-
Stage 2	989	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.2	0.3	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1555	-	933	-	-
HCM Lane V/C Ratio	0.001	-	0.08	-	-
HCM Control Delay (s)	7.3	0	9.2	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Intersection

Int Delay, s/veh 2.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
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Lane Configurations						
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Traffic Vol, veh/h	35	7	3	32	41	27
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Future Vol, veh/h	35	7	3	32	41	27
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Conflicting Peds, #/hr	2	2	2	0	0	2
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Sign Control	Stop	Stop	Free	Free	Free	Free
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RT Channelized	-	None	-	None	-	None
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Storage Length	0	-	-	-	-	-
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Veh in Median Storage, #	0	-	-	0	0	-
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Grade, %	0	-	-	0	0	-
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Peak Hour Factor	84	84	84	84	84	84
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Heavy Vehicles, %	2	2	2	2	2	2
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Mvmt Flow	42	8	4	38	49	32
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Major/Minor	Minor2	Major1	Major2
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Conflicting Flow All	115	69	83
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Stage 1	67	-	-
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Stage 2	48	-	-
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Critical Hdwy	6.42	6.22	4.12
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Critical Hdwy Stg 1	5.42	-	-
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Critical Hdwy Stg 2	5.42	-	-
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Follow-up Hdwy	3.518	3.318	2.218
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Pot Cap-1 Maneuver	881	994	1514
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Stage 1	956	-	-
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Stage 2	974	-	-
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Platoon blocked, %			
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Mov Cap-1 Maneuver	875	990	1511
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Mov Cap-2 Maneuver	875	-	-
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Stage 1	951	-	-
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Stage 2	972	-	-
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Approach	EB	NB	SB
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HCM Control Delay, s	9.3	0.6	0
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HCM LOS	A		
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Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
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Capacity (veh/h)	1511	-	892	-	-
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HCM Lane V/C Ratio	0.002	-	0.056	-	-
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HCM Control Delay (s)	7.4	0	9.3	-	-
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HCM Lane LOS	A	A	A	-	-
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HCM 95th %tile Q(veh)	0	-	0.2	-	-
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MINOR								MAJOR				NB+SB		EB+						
Period	EB	NB or EBPed/Bike	SB or WB Ped/Bike	NB	EB pr NB Ped/Bike	SB	WB or SB Ped/Bike	Combined Major	Combined Minor	For speeds less than 40 MPH on Major Street										
00:00	0			0		0														
00:15	0			0		0														
00:30	0			1		0														
00:45	0			0		0														
01:00	0	0	0	0	0	1	0	1	0	Major ≥ 200?	Minor ≥ 200?	100% Satisfied?	Major ≥ 240?	Minor ≥ 160?	80% Satisfied?					
01:15	0			1		0		2	0	NO	NO		NO	NO						
01:30	0			0		0		1	0	NO	NO		NO	NO						
01:45	0			0		0		1	0	NO	NO		NO	NO						
02:00	0	0	0	0	0	0		1	0	NO	NO		NO	NO						
02:15	0			0		0		0	0	NO	NO		NO	NO						
02:30	0			0		0		0	0	NO	NO		NO	NO						
02:45	0			0		0		0	0	NO	NO		NO	NO						
03:00	0	0	0	0	0	0	0	0	0	NO	NO		NO	NO						
03:15	0			0		0		0	0	NO	NO		NO	NO						
03:30	0			0		0		0	0	NO	NO		NO	NO						
03:45	0			0		0		0	0	NO	NO		NO	NO						
04:00	0			0		0		0	0	NO	NO		NO	NO						
04:15	0			0		1		1	0	NO	NO		NO	NO						
04:30	1			0		0		1	1	NO	NO		NO	NO						
04:45	1			0		3		4	2	NO	NO		NO	NO						
05:00	1	0	0	0	0	4	3	4	3	NO	NO		NO	NO						
05:15	0			0		2		6	3	NO	NO		NO	NO						
05:30	4			1		3		10	6	NO	NO		NO	NO						
05:45	6			0		3		10	11	NO	NO		NO	NO						
06:00	2	1		1		1		12	12	NO	NO		NO	NO						
06:15	1			3		2		14	13	NO	NO		NO	NO						
06:30	2			0		2		12	11	NO	NO		NO	NO						
06:45	3			2		2		13	8	NO	NO		NO	NO						
07:00	4	3		1		1		15	10	NO	NO		NO	NO						
07:15	10			1		10		21	19	NO	NO		NO	NO						
07:30	11			2		11		32	28	NO	NO		NO	NO						
07:45	11			5		6		39	36	NO	NO		NO	NO						
08:00	15			8		13		56	47	NO	NO		NO	NO						
08:15	23			7		7		59	60	NO	NO		NO	NO						
08:30	6			3		9		58	55	NO	NO		NO	NO						
08:45	7			8		11		66	51	NO	NO		NO	NO						
09:00	2	4		4		5		54	38	NO	NO		NO	NO						
09:15	3			2		9		51	18	NO	NO		NO	NO						
09:30	7			6		5		50	19	NO	NO		NO	NO						
09:45	4			4		6		41	16	NO	NO		NO	NO						
10:00	3			2		10		44	17	NO	NO		NO	NO						
10:15	6			5		4		42	20	NO	NO		NO	NO						
10:30	10			4		6		41	23	NO	NO		NO	NO						
10:45	1			4		11		46	20	NO	NO		NO	NO						
11:00	2	5		2		7		46	19	NO	NO		NO	NO						
11:15	9			1		5		43	22	NO	NO		NO	NO						
11:30	9			3		10		46	21	NO	NO		NO	NO						
11:45	10			9		11		51	30	NO	NO		NO	NO						
12:00	6			3		12		54	34	NO	NO		NO	NO						
12:15	17			3		6		57	42	NO	NO		NO	NO						
12:30	12			3		9		56	45	NO	NO		NO	NO						
12:45	8			8		10		54	43	NO	NO		NO	NO						
13:00	8			9		8		54	45	NO	NO		NO	NO						
13:15	10			3		11		59	38	NO	NO		NO	NO						
13:30	11			6		13		66	37	NO	NO		NO	NO						
13:45	9			7		14		69	38	NO	NO		NO	NO						
14:00	7			9		11		74	37	NO	NO		NO	NO						
14:15	8			9		17		86	35	NO	NO		NO	NO						
14:30	11			6		9		82	35	NO	NO		NO	NO						
14:45	11			8		16		85	37	NO	NO		NO	NO						
15:00	12	10		10		20		90	42	NO	NO		NO	NO						
15:15	14			15		21		95	48	NO	NO		NO	NO						
15:30	13			8		22		110	50	NO	NO		NO	NO						
15:45	19			11		24		121	58	NO	NO		NO	NO						
16:00	12			11		19		126	58	NO	NO		NO	NO						
16:15	8			6		15		116	52	NO	NO		NO	NO						
16:30	10			12		4		102	49	NO	NO		NO	NO						
16:45	15			7		21		95	45	NO	NO		NO	NO						
17:00	9	8		9		14		88	41	NO	NO		NO	NO						
17:15	10			13		17		97	43	NO	NO		NO	NO						
17:30	9			6		16		103	42	NO	NO		NO	NO						
17:45	5			11		20		106	32	NO	NO		NO	NO						
18:00	18			6		20		109	42	NO	NO		NO	NO						
18:15	11			18		13		110	43	NO	NO		NO	NO						
18:30	7			9		13		110	41	NO	NO		NO	NO						
18:45	9			8		15		101	45	NO	NO		NO	NO						
19:00	8			8		6		89	35	NO	NO		NO	NO						
19:15	5			6		6		73	29	NO	NO		NO	NO						
19:30	6			6		5		62	28	NO	NO		NO	NO						
19:45	3			5		8		53	22	NO	NO		NO	NO						
20:00	0			7		10		56	14	NO	NO		NO	NO						
20:15	7			6		7		54	16	NO	NO		NO	NO						
20:30	2			4		6		53	12	NO	NO		NO	NO						
20:45	1			6		4		50	10	NO	NO		NO	NO						
21:00	2			2		7		42	12	NO	NO		NO	NO						
21:15	2			3		7		41	7	NO	NO		NO	NO						
21:30	4			2		7		40	9	NO	NO		NO	NO						
21:45	3			2		2		34	11	NO	NO		NO	NO						
22:00	2			1		3		29	11	NO	NO		NO	NO						
22:15	2			3		2		22	11	NO	NO		NO	NO						
22:30	1			0		2		15	8	NO	NO		NO	NO						
22:45	0			1		1		13	5	NO	NO		NO	NO						
23:00	0			0		0		10	3	NO	NO		NO	NO						
23:15	0			1		0		7	1	NO	NO		NO	NO						
23:30	0			0		0		5	0	NO	NO		NO	NO						
23:45	0			0		0		3	0	NO	NO		NO	NO						



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

ITEM NO: 7-M

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

January 17, 2023

**FROM** DARIO DOMINGUEZ, Public Works Director

### **SUBJECT**

APPROVE Resolution No. 2621 revising and replacing the Residential Water Shutoff Policy and setting the residential water service reconnection fee within the City's Master Fee Schedule.

### **RECOMMENDATION**

Staff recommend the City Council approve Resolution No. 2621 revising and replacing the City's Residential Water Shutoff Policy and setting the residential water service reconnection fee within the City's Master Fee Schedule.

### **BACKGROUND**

On November 17, 2020, Resolution No. 2482 was approved by City Council adopting Residential Water Service Discontinuation Policy. This resolution provides revisions and clarifications to that policy, including:

- Retitling the policy to for readability and consistency with State law.
- Formatting, simplification, and clarification edits.
- Clarifies various payment plan eligibilities based on an Account Holder's financial situation.
- Clarifies appeal process, posting process, shutoff process, and other steps.
- Sets the City's residential water reconnection fee within the City's Master Fee Schedule.

## **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

There is no significant fiscal impact as this action does not include the appropriation or expenditure of funds.

## **CONFLICT OF INTEREST**

Staff are not aware of any conflicts of interest.

### **Attachments**

- Resolution No. 2621
- Residential Water Shutoff Policy
- Amendment to City of Fowler Master Fee Schedule

**RESOLUTION NO. 2621**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER**  
**ADOPTING A RESIDENTIAL WATER SHUTOFF POLICY**

**WHEREAS**, on February 1, 2020, the State of California Water Shutoff Protection Act (“Act”) became effective; and

**WHEREAS**, the Act requires urban water suppliers to adopt a policy regarding the shutoff of residential water service for nonpayment; and

**WHEREAS**, the City Council of the City of Fowler adopted Ordinance 2019-01 on March 19, 2019, and Resolution No. 2482 on November 17, 2020, regarding residential water shutoff for nonpayment; and

**WHEREAS**, Resolution No. 2482 created the Residential Water Service Discontinuation Policy; and

**WHEREAS**, the City Council of the City of Fowler now wishes to update the Policy; and.

**WHEREAS**, the City Council of the City of Fowler wishes to updated the fee amount for the reconnection of residential water service, and to add it to the City’s Master Fee Schedule.

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

1. Resolution No. 2482 is hereby repealed.
2. The City of Fowler Residential Water Service Discontinuation Policy is hereby replaced with the Residential Water Shutoff Policy and incorporated herein as part of this Resolution and shall be effective on January 1, 2023.
3. The residential water service reconnection fee is hereby set pursuant to the attached Master Fee Schedule.

**PASSED APPROVED AND ADPOTED** on January 17, 2023 at a special meeting of the City Council of the City of Fowler by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

\_\_\_\_\_  
Daniel T. Parra, Mayor

ATTEST:

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

**City of Fowler**  
**Residential Water Shutoff Policy**

**SECTION I                      Purpose**

- a) Purpose. The Policy sets forth the principles and objectives that should guide the City's decisions regarding the shutoff of residential water service when the account is delinquent.
- b) Authority. This Policy has been developed in accordance with California Health & Safety Code sections 116900-116926 ("Water Shutoff Protection Act"), as well as the Fowler Municipal Code.
- c) Scope. This Policy only applies to shutoff of residential water service for nonpayment. This Policy does not include commercial, industrial, or institutional water service, or any other services provided by the City. Accounts may have their water shutoff immediately for any of the reasons provided in Municipal Code section 6-4.1109(a).
- d) Questions. Questions about this policy and discontinuation of service can be directed to the Finance Director at (559) 834-3113.

**SECTION II                      Definitions, Shutoff Criteria, and Timeline**

- a) Residential Service. Residential Service shall have the same meaning as California Health & Safety Code section 116902(c) "single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing."
- b) Monthly Water Bill. The Monthly Water bill is sent by the City to the Account Holder reflecting the current and unpaid balance due for water usage.
- c) Delinquency. An account is delinquent if full payment of the Monthly Water Bill has not been received within thirty (30) calendar days from mailing.
- d) Late Fees. When the Monthly Water Bill is not paid within the appropriate timeframe a late fee will be assessed, as per Council Resolution.
- e) Eligibility for Shutoff. Accounts are subject to shutoff when any amount due has been delinquent for sixty (60) calendar days or more.
- f) Service Address. The physical location in Fowler where residential water service is provided.
- g) Billing Address. The location where the monthly water bill is sent via USPS First Class Mail.



- h) Account Holder. The person whose name appears on the monthly water bill.
- i) Mailing of Water Shutoff Notice. Delinquent accounts will be noticed via USPS First Class Mail of the impending shutoff at least ten (10) calendar days before shutoff for lack of payment. If the billing address is different from the service address, a notice will also be addressed to “Occupants” at the Service Address.
- j) Contents of Water Shutoff Notice. The Water Shutoff Notice shall be mailed separately from the monthly water bill. The front of the envelope in red capital letters shall state “WATER SHUTOFF NOTICE.” The Water Shutoff Notice shall contain, at a minimum, the Account Holder name, Billing Address, Service Address, Date on which water will be shutoff, City contact information and hours, notice of availability of this Policy upon request and online, process to apply for an extension, deferral or payment plan, and the process to appeal. The Water Shutoff Notice shall advise Occupants they have the right to become Account Holders without being required to pay the amount due on the delinquent account, as long as Occupants meet the City’s requirements for water service, and are willing to assume financial responsibility for subsequent charges at the Service Address.
- k) Water Shutoff Notice Personal Service. A copy of the Water Shutoff Notice shall be posted on the front door of the property, or other prominent location at least 48 hours prior to shutoff.
- l) Water Shutoff Telephone Call. City staff shall attempt to contact the account holder at least 48 hours and 24 hours prior to shutoff, if a telephone number is on file.
- m) Water Shutoff Timeframe. Water shutoff shall only occur Monday through Thursday between the hours of 8:00 a.m. and 3:00 p.m. Water shutoff shall not occur on weeks of a City holiday.
- n) Water Shutoff Posting. Once water has been shutoff, a notice measuring at least 11 inches by 17 inches shall be posted on the front door of the property, or other prominent location, and state in capital letters of at least 150-point font “WATER HAS BEEN SHUTOFF.” The Posting shall also provide the City Hall address, a telephone number, and reconnection of water service timeframes. The Posting shall have a copy of the Water Shutoff Notice attached.
- o) Reconnection Of Residential Water Service. Requests for reconnection of residential water service must be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday for same-day reconnection. Residential water service is not reconnected after hours or on weekends.
- p) Reconnection Fee. The reconnection fee shall be set by Council Resolution pursuant to Section VII(a)(1) below.

- q) Payment Prior to Reconnection. Prior to reconnection, accounts must pay the entire delinquent balance, or enroll in a Payment Plan. Pursuant to FMC 6-4.1109(f), a reconnection fee must be paid prior to Reconnection.

### **SECTION III            Payment Plans**

- a) Payment Plan. Payment Plan shall mean an arrangement with the Account Holder or Occupant in the form of a Monthly Repayment or Temporary Deferral.
- b) Shutoff. Account Holders or Occupants with an active payment plan, who are in compliance with the Plan, shall not be subject to water shutoff in relation to the amount due on the payment plan.
- c) Eligibility. Accounts Holders with a delinquent balance of \$100 or more are eligible for a Payment Plan. Certain Account Holders or Occupants may eligible for different arrangements as described in Sections VII and VIV.
- d) Frequency. Account Holder are only eligible to enroll or participate in a payment plan once per calendar year.
- e) Monthly Repayment. If Eligible for a Payment Plan, Delinquent Account Holders may make monthly payments across twelve (12) months, or an amount of twenty-five dollars (\$25) per month, whichever is greater. Monthly Water Bill payments shall still be made. Late fees on the amount of the Temporary Deferral shall not be incurred.
  - 1. Non-Compliance. Failure by Account Holder to comply with the terms of the Monthly Repayment or payment of the Monthly Water Bill for a period of sixty (60) days will result in the automatic discontinuation of the Payment Plan.
- f) Temporary Deferral. If Eligible for a Payment Plan, a one-time Temporary Deferral of twelve (12) months shall be offered. Monthly Water Bill payments shall still be made. Late fees on the amount of the Temporary Deferral shall not be incurred during the deferral period. After the end of the Temporary Deferral, late fees shall resume at their prescribed rate.
- g) Payment Plan Agreement. The Account Holder must enter into a written Payment Plan Agreement with the City. Monthly notices regarding the Payment Plan will not be sent. The City Manager or designee shall promulgate agreements and documents necessary to implement this Section.
- h) Delinquency while on a Payment Plan. While on a Payment Plan, if the Account Holder becomes Eligible for Shutoff for subsequent Delinquent balances, the existing Payment Plan will automatically discontinue. The remaining balance due on the Payment Plan shall revert to a Delinquent balance. The account holder will not be eligible to enroll in a Payment Plan until the next calendar year.

#### **SECTION IV            Appeals**

- a) Appeal Process. Account Holders may appeal a Monthly Water Bill or a Water Shutoff Notice in writing to:

City Clerk  
128 South 5th Street  
Fowler, CA 93625

- b) Appeal Timeframe. Appeals must be received no later than five (5) calendar days prior to the water shutoff date.
- c) Appeal Review. City of Fowler staff will review the written appeal and consider the facts related to the water billing process. The shall be made by the Finance Director and thereafter communicated to the appellant.
- d) Shutoff Abeyance. Pursuant to California Health & Safety Code section 116908, subdivision (b), if an adult at the residence appeals the water bill, the City will not discontinue residential service while the appeal is pending. However, adjustments to the billing can either decrease or increase the amount, and all amounts due from the billing cycle will be due immediately upon the completion of the appeal process, or subject to such terms of a payment plan should the parties agree as such.

#### **SECTION V            Residential Tenants/Occupants in an Individually Metered Residence**

Occupants must provide verification of tenancy by submitting satisfactory documentation to the City, such as, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of California Civil Code. The City is not required to provide residential water service to any applicant who is unable to meet the City's terms and conditions for service.

#### **Section VI            Translations**

Pursuant to California Health & Safety Code sections 116906 and 116922, this Policy and all written notices required by the Water Shutoff Protection Act (California Health & Safety Code section 116900 et. seq.) shall be provided in English and Spanish.

#### **Section VII            Annual Disconnection Reporting**

Pursuant to California Health & Safety Code section 116918, the City shall report the annual number of residential water service shutoffs for inability to pay on the City's website and to the State Water Resources Control Board.

**Section VII**                    **Account Holders and Occupants Below 200 Percent of the Federal Poverty Line**

- a) Pursuant to California Health & Safety Code section 116914, for Account Holders or Occupants who demonstrate household income below 200 percent of the federal poverty line, the City shall:
  - 1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.
  - 2) Waive late fees on delinquent bills once every 12 months.
- b) The City shall deem an Account Holder or Occupant to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the Account Holder or Occupant declares the household's annual income is less than 200 percent of the federal poverty level.

**Section VIV**                    **Circumstances where Initial Discontinuation of Service is Prohibited**

- a) Pursuant to California Health & Safety Code section 116910, the City shall not discontinue residential service for nonpayment only if ALL of the following conditions are met:
  - 1) The Account Holder, or Occupant of the Account Holder, submits to the City the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the California Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided. AND
  - 2) The Account Holder or Occupant demonstrates they are financially unable to pay for residential service within the normal billing cycle. They shall be deemed financially unable to pay for residential service within the normal billing cycle if any individual living at the Service Address is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants,

and Children, or the Account Holder or tenant declares the household's annual income is less than 200 percent of the federal poverty level. AND

- 3) The Account Holder or Occupant is willing to enter into a payment plan, as described in this Policy, with respect to all delinquent charges.
- b) If the conditions a through c above are met, the City shall offer the Account Holder a Payment Plan consistent with this policy.
  - c) Account Holders issued a Payment Plan consistent with Section VIV shall be subject to water shutoff under the following conditions:
    - 1) A Water Shutoff Notice is posted at least ten (10) calendar days prior to shutoff on the front door of the property, or other prominent location.
    - 2) The Account Holder or Occupant has failed to comply with the terms of a Payment Plan for sixty (60) calendar days or more.
    - 3) The Account Holder or Occupant, while on a Payment Plan, has failed to pay their current residential service charges for sixty (60) calendar days or more.

**CITY OF FOWLER**  
**Master Fee Schedule**

\* \* Public Works \* \*

**Water**

Description	Rate	Reso	Date
Water Usage, first 10,000 gallons	\$24.24	2332	9/1/2015
Water Usage, each additional 1,000 gallons	\$2.42	2332	9/1/2015
Deposit to start water service	\$100.00	96-1663	10/15/1996
Late payment fee, after 15th of the month	15% of current bill	Ord 2019-01	3/19/2019
Water Hydrant Meter Deposit	\$2,000.00	Ord 16-2	2/17/1976
<del>Reconnection Fee, during business hours</del>	<del>\$50.00</del>	<del>2482</del>	<del>11/17/2020</del>
<del>Reconnection Fee, after business hours</del>	<del>\$150.00</del>	<del>2482</del>	<del>11/17/2020</del>
Reconnection Fee ^	\$56.00	2621	1/17/2023

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

Red bold denotes changes.



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

ITEM NO: 9-Bi

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

January 17, 2023

**FROM** YVONNE HERNANDEZ, Recreation and Senior Center Supervisor

### **SUBJECT**

2023 Special Events Update (Informational)

### **RECOMMENDATION**

Information only

### **BACKGROUND**

Staff developed an integrated special events management process between Public Works, the Police Department, Senior/Recreation, and City Administration. Staff is providing an informational calendar of City sponsored events and the associated road closure impacts for the 2023 calendar year. Staff would like to note that even though the Veteran's Day event is not a City sponsored event, the City has always supported it and assisted the coordinator(s), as such it is included on the event calendar.

Staff, in conjunction with the City Attorney has created an Equipment Use Agreement that allows the non-City sponsored event organizers to temporarily use various pieces of Public Works equipment, such as street barriers, directional and detour signs and other traffic control devices, for a deposit. Use of the City's equipment to implement an approved traffic control plan enables the event organizer to keep event costs down. The Equipment Use Agreement is attached for reference

### **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

Historically, the City has not separately tracked the staffing and related costs involved with the various City-sponsored and non-City-sponsored events held in the City. All staff costs incurred by the City for the events have been absorbed by individual departments such as Public Works, the Police Department, Fire Department and the Recreation Coordinator and not specifically budgeted or charged to the various events. The Public Works Department started tracking these costs which have equated to approximately \$45,000 for the 2022 calendar year.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- 2023 Events Calendar
- Equipment Use Agreement



**City of Fowler Community Events Calendar  
2023**

<b>Date</b>	<b>Activity</b>	<b>City Event</b>	<b>Facilities</b>	<b>Road Closure</b>
Saturday, March 25, 2023	Spring Fest	Y	Merced St	Merced St from 2nd to 4th
Saturday, April 1, 2023	Easter Egg Hunt	Y	Panzak Park	None
Tuesday, July 4, 2023	Fowler Fabulous 4th of July	Y	Fowler High	None
Wednesday, September 6, 2023	Wednesday at the Park	Y	Panzak Park	2nd bet Merced/Tuol.
Wednesday, September 13, 2023	Wednesday at the Park	Y	Panzak Park	2nd bet Merced/Tuol.
Wednesday, September 20, 2023	Wednesday at the Park	Y	Panzak Park	2nd bet Merced/Tuol.
Wednesday, September 27, 2023	Wednesday at the Park	Y	Panzak Park	2nd bet Merced/Tuol.
Wednesday, October 4, 2023	Wednesday at the Park	Y	Panzak Park	2nd bet Merced/Tuol.
Saturday, October 7, 2023	Lions Club Fall Fest	N	Panzak Park	6th fr Merced to Tuol.; Merced fr 6th to 1st; 3rd fr Tuol. to Merced; 2nd fr Tuol. to Merced; 1st fr Merced to Main
Sunday, October 8, 2023	Pharoahs Car Club of Fowler	N	Panzak Park	Merced fr 1st to 5th (based on entries, soft closure at 4th/Merced intersection), 2nd & 3rd bet Merced/Tuol.
Wednesday, October 11, 2023	Wednesday at the Park	Y	Panzak Park	2nd bet Merced/Tuol.
Wednesday, October 18, 2023	Wednesday at the Park	Y	Panzak Park	2nd bet Merced/Tuol.

**City of Fowler Community Events Calendar  
2023**

Date	Activity	City Event	Facilities	Road Closure
Saturday, October 21, 2023	Jr High Band Review	N	Panzak, Sr Center	6th fr Merced to Main; Merced fr 6th to 2nd; Main fr 3rd to 6th; 3rd fr Tuol. To Fresno; 2nd fr Tuol. to Main; Walter fr Fresno to Temperance
Sunday, October 22, 2023	Rajinder Brar/Nonprofit	N	Panzak Park	None
Wednesday, October 25, 2023	Wednesday at the Park	Y	Panzak Park	2nd bet Merced/Tuol.
Tuesday, October 31, 2023	Trunk or Treat	Y	Panzak Park	Merced from 2nd to 4th
Saturday, November 11, 2023	Veterans Day Event	N	Veterans Park	1st/Merced triangle
Saturday, November 11, 2023	Veterans Day Walk-Run-Bike	N	Veterans Park	None
Late Nov	Sikh Parade	N	Panzak	Merced St. from 4th to the SR99 overpass. Sumner Ave. from SR99 to Sunnyside
Wednesday, December 6, 2023	Christmas on Merced	Y	6th/Merced	Merced from Flower Shop to 7th
Saturday, December 9, 2023	Childrens Shopping Day	Y	Senior Center	None

## CITY OF FOWLER

### TEMPORARY EQUIPMENT USE LICENSE AGREEMENT

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THIS LICENSE AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, 20\_\_ (the "Effective Date") between the City of Fowler, a California general law city ("City" or "Licensor"), and \_\_\_\_\_ ("Licensee"). The recitals and exhibits are integral parts of this Agreement.

#### RECITALS

- A. City owns various equipment, including without limitation, street barriers, barricades, directional and detour signs, and other traffic control devices (collectively, the "Equipment"); and
- B. Licensee is holding an event open to the public in the City of Fowler and the event has been approved for the closure of certain streets, and Licensee desires to temporarily use the Equipment for purposes of facilitating the event; and
- C. City desires to allow Licensee's temporary use of the Equipment for Licensee's event in the City of Fowler; and
- D. City and Licensee desire to set forth the terms and conditions of Licensee's temporary use of the Equipment.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### AGREEMENT

1. **EQUIPMENT.** Licensee shall have access to and may use the Equipment, as described in Exhibit A, attached hereto and incorporated herein by reference, for \_\_\_\_\_ days as follows:

Event Name: \_\_\_\_\_ ("Event")

Pickup Date: \_\_\_\_\_ Return Date: \_\_\_\_\_

Licensee acknowledges and understands that a traffic control plan must be approved by the City prior to the Event, and such approved traffic control plan is required before Licensee may use any of City's Equipment for the Event. Licensee also understands and acknowledges that Licensee is solely responsible for obtaining and using appropriate materials and equipment necessary to satisfy the requirements of the approved traffic control plan, which may require Licensee to obtain and use materials and equipment from other sources in addition to the Equipment in order to fully implement the approved traffic control plan.

2. **LICENSE.** This Agreement grants Licensee a temporary license to use the Equipment for the identified Event. Licensee may use the Equipment for its intended and customary purposes only, and for no other purposes. This License is revocable and this Agreement may be terminated by the City at any time without cause, and Licensee shall return all Equipment immediately upon written notice from City.
3. **DEPOSIT.** Licensee shall pay City a deposit ("Deposit") for use of the Equipment at least one (1) day prior to picking up the Equipment. The Deposit shall be in the amount of \$\_\_\_\_\_.00 and

shall be held by City until the Equipment is returned in satisfactory condition (normal wear and tear excluded).

4. **OTHER COSTS.** Licensee shall be solely responsible for any other costs associated with the use of the Equipment, including but not limited to, the pickup, transportation, placement, and return of the Equipment to the designated location. A late return fee in the amount of \$\_\_\_\_\_ per day shall be assessed by City if the Equipment is NOT returned by the return date. The late fee shall be deducted from the Deposit and the balance of the Deposit, if any, returned to Licensee.
5. **DAMAGES.** Licensee is responsible for the costs of repairing or replacing any Equipment damaged during Licensee's use of the Equipment, whether caused by Licensee or any third party. City may deduct the costs of repair or replacement from the Deposit. If the cost of repair or replacement exceeds the Deposit, Licensee shall pay City the balance owed within ten (10) days of receipt of written notice from City.
6. **INDEMNITY.** Licensee hereby agrees to indemnify, defend and hold City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including, without limitation, reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Licensee or its subcontractors relating to the use of the Equipment and the Event 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. Licensee 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.
7. **WAIVER OF LIABILITY AND RELEASE OF CITY.** Licensee hereby agrees to forever discharge, waive, release from any liability, and not to sue City, its officials, officers, employees, volunteers, and agents for any personal injury(ies), including death, or property damage or loss caused by, arising out of, resulting from, or connected in any way to use of the Equipment or participation in the Event, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. No officer or employee of City shall be personally liable to Licensee, or any successors in interest, by way of any default or breach by City of any obligation under the terms of this Agreement.
8. **INSURANCE.** Licensee agrees to maintain in full force and effect for the duration of the Event, a comprehensive general liability insurance policy for personal injury and property damage, with coverage amounts not less than One Million Dollars (\$1,000,000) per occurrence, with aggregate limit of Two Million Dollars (\$2,000,000). Upon signing of this Agreement, and prior to the Event, Licensee must submit to City proof of insurance naming City, its City Council, officers, employees, and agents as additional insureds. If Licensee fails to provide such proof of insurance or fails to keep such insurance coverage in effect as herein provided, City, in addition to other remedies it may have, may suspend or terminate this Agreement and prevent Licensee from conducting the Event.
9. **ASSIGNMENT.** Neither this Agreement nor any duties or obligations hereunder shall be assignable by Licensee without the prior written consent of City. If there is 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.

10. **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) Personal delivery, wherein service shall be the date of delivery; (b) By e-mail accompanied by an acknowledgment of receipt by the other party; (c) Delivery by a reliable overnight delivery service, ex., Federal Express, or (d) Delivery by deposit in the United States mail, first class, postage prepaid, in which case service shall be deemed delivered three (3) days after deposit.
11. **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.
12. **AUTHORITY.** The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind themselves and their respective entities.
13. **SEVERABILITY.** If 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.
14. **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 Licensee in the County of Fresno, California, and Licensee may only use the Equipment in the City of Fowler. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

**LICENSEE:**

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone #: \_\_\_\_\_

**LICENSOR:**

**CITY OF FOWLER**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### List of Equipment and Deposit

**Event:** \_\_\_\_\_

**Pickup Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Return Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Deposit:** \_\_\_\_\_

*Make check payable to the City of Fowler and attach to the signed agreement.*

**Late Fee:** \_\_\_\_\_ (Per day)

*If the Equipment is not returned by the return date, a late return fee shall be assessed for each day late and shall be deducted from the Deposit.*

### List of Equipment

Description	Quantity	Estimated Replacement Cost (Each)	Estimated Replacement Cost (Total)
Cone 12"		\$20.00	\$
Cone 18"		\$30.00	\$
Cone 28" reflective		\$40.00	\$
Cone 28" non-reflective		\$30.00	\$
Barricade Type 1		\$20.00	\$
Barricade Type 1		\$20.00	\$
K-rail		\$100.00	\$
Channelizers		\$20.00	\$
Total Estimated Replacement Cost			<u>\$</u>
Deposit %			<u>20%</u>
Required Damage Deposit			<u>\$</u>



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

ITEM NO: 9-Bii

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

January 17, 2023

**FROM** DARIO DOMINGUEZ, Public Works Director

### **SUBJECT**

APPROVE an agreement with Provost and Pritchard Engineering Group, Inc. for on-call civil engineering services on a time and materials basis not to exceed \$120,000 per fiscal year through June 30, 2026.

### **RECOMMENDATION**

Staff recommend the City Council take the above action.

### **BACKGROUND**

City Staff solicited a Request for Qualifications for on-call civil engineering services. The goal of this solicitation was to find a highly qualified firm who would be responsible for a full portfolio of services typically performed by a city engineer such as:

- Reviewing, redlining, and signing tract maps and parcel maps
- Reviewing and accepting submitted technical documents
- Processing traffic control plans
- Inspecting City improvement projects and developer construction of City improvements
- Cost estimating
- Accepting guarantees and reimbursement of guarantees for public improvements
- Managing the City's special assessment process
- Design and construction of public improvements
- Construction management of the City's capital improvement projects

Four proposals were submitted. All firms were invited to interview. The interview panel consisted of City staff and representatives from the County of Fresno Public Works and Caltrans. After evaluating the proposals and conducting interviews, it was determined Provost and Pritchard Engineering Group, Inc. is the most qualified firm and offers the best value to perform these services. Staff then conducted follow-up negotiations with Provost and Pritchard to confirm their qualifications and negotiate hourly rates for the City.

## **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

Expenses for on-call civil engineering services are included in the fiscal year 2022/23 adopted budget. Additionally, many of these costs are offset by developer fees for services and grant reimbursements.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Agreement
- Agreement Exhibit A I – Request for Proposals
- Agreement Exhibit A II – Provost & Pritchard Scope of Services
- Agreement Exhibit A III – City of Fowler Rate Schedule



**CITY OF FOWLER  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Provost & Pritchard Engineering Group, Inc., d.b.a., Provost & Pritchard Consulting Group, a California corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on January 18, 2023 ("Effective Date").

**RECITALS**

- A. City desires to obtain services for on-call engineering services ("Services") more fully described in **Exhibit A**, which is attached hereto and incorporated by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

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

**AGREEMENT**

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibit A**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement conflict with **Exhibit A**, this Agreement shall control. No contractual terms and/or conditions found in **Exhibit A** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule.** Consultant shall begin performing the Services upon notice from the City on or after the Effective Date, unless otherwise instructed by City, and continue with the Services until June 30, 2026 ("Completion Date"). This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.
4. **Payment for Services.** City shall pay Consultant for the Services performed pursuant to this Agreement on a "time-and-materials" basis according to rate(s) set forth in **Exhibit A**. The total amount paid by City to Consultant for the Services shall not exceed one hundred twenty thousand dollars (\$120,000) per fiscal year. Work for City projects and on-call services shall be billed at the "General Fund Rate." Work for projects which are reimbursed by developer fees shall be billed at the "Non-General Fund Rate." The hourly rates in Exhibit A are effective through June 30, 2024 and may be renegotiated through a formal written request.

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit

monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

5. Independent Contractor Status. Consultant and its subcontractors, if any, shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and professional judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards, including without limitation applicable law for properly safeguarding any financial data and information obtained from City necessary to perform the Services.

7. [Reserved]

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the

property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. City agrees that if any of the Work Product are re-used or modified and re-used on another project and Consultant is not retained to provide services in connection with such or re-use, Owner shall indemnify and hold Consultant harmless from and against any and all losses, liabilities, damages, actions, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred by Consultant and caused by such re-use or modified re-use. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. Nothing herein restricts Consultant from using its standard details and conventions to provide professional services to other clients. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

13. [Reserved]

14. Conflicts of Interest. Consultant represents that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

16. City Right to Employ Other Consultants. This Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

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

a. Termination by City or Consultant: For Convenience. Either party may, at their discretion, terminate this Agreement for convenience and without cause upon ninety (90) days prior written notice to the other party. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

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

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

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

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

19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services and the safeguarding of any financial data and information obtained from City necessary to perform the Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

20. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business license from City and pay the applicable business license fee to City during the term of this Agreement.

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

23. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

25. [Reserved]

26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either

party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

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

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

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

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

35. Prevailing Wages; Apprenticeship. When the Services constitute a public work under the Labor Code, the Services shall be performed in accordance with the provisions of Section 1770 et seq. of the Labor Code of the State of California, and all other applicable provisions concerning public works projects, which are hereby incorporated by reference and made a part hereof. Consultant shall be responsible for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall comply with all requirements and

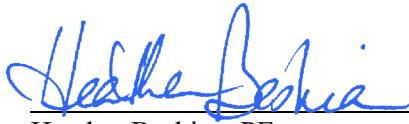


obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Consultant shall register with the Department of Industrial Relations, if required.

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

**PROVOST & PRITCHARD  
CONSULTING GROUP**

**CITY OF FOWLER**



Heather Bashian, PE  
Director of Operations

Date: 1/12/2023

Provost & Pritchard Consulting Group, Inc.  
455 West Fir Avenue  
Clovis, CA 93611  
(559) 449-2700

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

Date: \_\_\_\_\_

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

**Approved as to Form:**

**Attest:**

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

# **EXHIBIT A**

## **Scope of Services**

I – City of Fowler RFP

II – Provost & Prichard Response

III – City of Fowler Hourly Rate Schedule



# **EXHIBIT A**

## **Scope of Services**

### **I – City of Fowler RFP**



**November 4, 2022**

**REQUEST FOR PROPOSALS**

**ON-CALL CIVIL ENGINEERING SERVICES**

**CLOSING DATE: Wednesday, December 7, 2022, 2:00 p.m. PST**

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## BACKGROUND & SELECTION PROCESS

The City of Fowler (City) invites qualified Consultants to submit Statements of Qualifications (SOQ) to provide on-call civil engineering services.

Once all SOQs are received, the City will interview the Consultant(s) determined to be the most qualified for the scope of work required.

It is the intent of this solicitation to select a qualified Consultant who will provide the City quality consulting services at the best value, in a timely fashion, and to complete proposed project. From the SOQs submitted, a selection panel may select the Consultant best able to meet the needs for this project; or may create a "short list" of several Consultants to meet with a panel to discuss the project and the Consultant's qualifications. The panel may consist of City staff, stakeholders, and may include a representative knowledgeable in the specific discipline and/or project scope to discuss qualifications for consulting services for this project. The panel's criteria in its evaluation of the SOQs (not necessarily in this order): experience with related projects, educational background related to discipline, quality of past performance on similar projects, adequate staffing to perform work, ability to work within a project budget, and references. Inclusion on a "short list" does not guarantee the Consultant will eventually be selected and engaged under a contract with the City for consulting services. Exclusion from the "short list" does not disqualify any Consultant whom has submitted an SOQ. The City may include other Consultants on the "short list" at any time prior to Council awarding a consultant agreement. The City reserves the right to make the selection of a Consultant based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Consultant to perform the services set forth herein. This solicitation for SOQs does not commit the City to enter into a contract or to pay any costs incurred in the preparation of the SOQ. The City reserves the right to accept or reject any SOQs, and to negotiate with any qualified Consultant, or to cancel in part or in its entirety this solicitation for SOQs. All SOQs and materials submitted shall become the property of the City of Fowler.

## COMMUNITY CONTEXT

The City of Fowler has roughly 7,000 residents and is situated just south of Fresno along the Fowler-Selma-Kingsburg corridor of State Route 99. Merced Street, the center of the City's charming historic downtown.

The City's General Plan Update is well underway and a preferred land use alternative has been selected. Five Supporting Principles guide the General Plan Update process:

- Protecting Our Community's Character
- Our Economy Thrives and Businesses Provide Local Amenities
- Growth Occurs Thoughtfully and is Shaped by Our Community
- Our Community is Mobile and Connected
- Parks and Recreation are a Focal Point of Our Community

The City provides its own domestic water and is a member of the South Kings Groundwater Sustainability Agency. Sewer service is provided by the Selma-Kingsburg-Fowler County Sanitation District. The City of Fowler is served by PG&E, but is in the tariff areas for both PG&E and SoCal Gas. Comcast, Frontier, Unwired, and Vast networks operate telecommunications infrastructure.

## SCOPE OF WORK

The scope of on-call city engineering services is broad and may include the following. Consultants are not expected to have technical expertise in all functional areas, but this list is intended to highlight the breadth of the engagement and scope of possible responsibilities. City Engineer should be familiar with and able to:

1. Assist in CIP scoping, prioritization, and budgeting.
2. Represent the City at internal and external meetings, including regular in-person meetings with City staff as well as attendance at City Council and Planning Commission meetings, when necessary. Consultant should plan for 8 to 16 hours per week physically present in Fowler, plus time for inspections and field-related work.
3. Review and approve permits and waivers of various types.
4. Engage with public and private developers as directed by City staff.
5. Coordinate with other agencies for the review of plans, projects, and studies.
6. Manage immediate emergency needs related to failed or potentially failing infrastructure
7. California Public Contract Code
8. Various regional, state, and federal transportation funding entities and the application process, fund/project management and reporting requirements for those entities.
9. Sustainable Groundwater Management Act (SGMA)
10. South Kings Groundwater Sustainability Agency (SKGSA)
11. Consolidated Irrigation District (CID)
12. State Water Resources Control Board (SWRCB)
13. Fresno County Council of Governments (Fresno COG)
14. Selma-Kingsburg-Fowler County Sanitation District (SKF)
15. California Department of Resources Recycling and Recycling (CalRecycle)
16. Perform studies, designs, project and construction management on any tasks or projects the City identifies. These efforts include the preparation of site evaluations, planning and preliminary engineering reports, plans and specifications for CIP construction projects, along with detailed schedules and cost estimates. This work would also include any necessary field work, drafting, design, surveying, environmental documents, bid assistance, construction management & inspection, and project management – as well as the preparation of specialized engineering studies on a variety of subjects including, but not limited to drainage studies, traffic studies, and pavement evaluations.
17. Represent the City and interact with the public in processing the City's public permit applications. This work includes plan check for civil engineering design plans which includes, but is not limited to street, sewer, water, stormwater, recycled water, green infrastructure, storm drain, fiber optic, grading, erosion control, signing & striping, street lighting, traffic signal and all related engineering studies, including hydrology and hydraulics, soils, water and sewer studies and structural analyses. The City currently has a special assessment district (Maintenance District 1) that require services for annual administration and assessment levies. Consultant shall be well-versed in managing all aspects of a special assessment district.

## REQUESTS FOR INFORMATION

All requests for information (RFI) and questions regarding this project shall submitted via email to Dario Dominguez, Public Works Director at [ddominguez@ci.fowler.ca.us](mailto:ddominguez@ci.fowler.ca.us). There are to be no phone calls or emails to other City officials for additional information or clarification. The City shall reply to RFI(s) the

City deems necessary for the preparation of proposals. The deadline for RFIs is stated below. Responses will be posted on the City website.

## COMMUNICATIONS

It is the responsibility of the Consultant to ensure proper email address is on record. Failure to abide by this provision shall deem that Consultant non-responsive and the SOQ will not be considered.

## PREBID MEETING

A prebid meeting will not be held. Consultants shall use the RFI process.

## STATEMENT OF QUALIFICATIONS

Consultants shall submit a Statement of Qualifications (SOQ) that addresses the following.

### Introductory Letter

1. How many years has your organization been providing similar services?
2. How many years has your organization been under your present name? If applicable, how many years under former names (List name and number of years)?
3. What other types of services does your organization provide?
4. Is your organization operating as a franchisee?
5. Do you have any affiliated companies? If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals, and their addresses.
6. The letter shall be signed by the individual authorized to bind the contractor to the proposal.
7. Consultant shall ensure all pages are numbered.

### Project & Team Experience

1. Consultants shall have at least two (2) years of experience serving as the contract City Engineer for a municipality.
2. Provide a listing of similar projects of similar scope, which have been completed by members of the Consultant's team within the past five (5) years, regardless of whether or not the project is included in the References section.
3. Provide a listing of each key staff person in the organization who will be assigned to the project, the percentage of time assigned to the project, and background information demonstrating their capabilities and qualifications to perform the assigned task. For each individual, provide current professional registrations, related experience, educational background, and years of experience with the team.

### Scope of Work & Project Approach

This section should include a clear description of the Consultant's understanding of, and ability to meet, the Scope of Work. Describe how the Consultant's approach will meet the needs of an on-call professional civil engineering services contract, with an emphasis on the ability to perform the required services, complete deliverables on time, and manage workload. Describe the methods used in the performance of

civil engineering tasks, and the time required to complete these tasks. Describe how Consultant will meet the City's needs in addition to their existing client relationships and project workload.

### Quality

Describe how quality assurance ("QA") and quality control ("QC") will be provided for each project delivered under a task assignment. Identify the individuals that will be involved in QA/QC services and at what milestones they will be provided. If a structured Quality Assurance/Quality Control Program exists, describe it briefly and show how it will be applied to the project.

### Subconsultants

If any part of the work described in the proposal is to be provided by subconsultants provide the following:

1. A description of each subcontractor's role.
2. A description of previous joint ventures between the Consultant and subcontractor.
3. The corporate or company name and names of officers or principals of companies proposed as subcontractors.
4. Experience of key personnel, including past projects and resumes.
5. Show the key personnel in the organization chart.

### References

Provide a minimum of three (3) client references. References should be California cities or other public sector entities with engagements of similar scope and size. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction as well as the dollar value of that contract.

### Contract Terminations

If your organization has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the organization has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

Consultants, their principals, or subcontractors may not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any regulatory agency.

### Fee Schedule

Please submit a schedule of hourly rates by employee classification, including terms and rates of overtime for additional work if requested.

## Submission

The Scope of Work shall be submitted electronically only to Dario Dominguez, Public Works Director at ddominguez@ci.fowler.ca.us. Consultants are encouraged to submit early in order to receive an email confirmation. Proposals shall be submitted as a PDF formatted to print on 8.5" x 11" paper. The proposals shall not be formatted to print in "booklet" mode. The proposals shall not exceed a file size of 8 MB. The proposals shall not exceed thirty pages.

## TENTATIVE PROJECT TIMELINE

Publish RFQ:	Friday, November 4, 2022
RFIs Due:	Wednesday, November 23, 2022 at 5:00 p.m.
RFI Responses Issued:	No later than Wednesday, November 30, 2022
SOQs Due:	Wednesday, December 7, 2022 at 2:00 p.m.
Virtual Interviews:	Monday December 19, 2022
City Council Consideration:	Tuesday, January 3, 2023



# **EXHIBIT A**

## **Scope of Services**

### **II – Provost & Prichard Response**

STATEMENT OF QUALIFICATIONS

## ON-CALL CIVIL ENGINEERING SERVICES

DECEMBER 7, 2022

CITY OF FOWLER

# ON-CALL CIVIL ENGINEERING SERVICES

## Statement of Qualifications

December 7, 2022

**Prepared for:**

**DARIO DOMINGUEZ**

Public Works Director

City of Fowler

[ddominguez@ci.fowler.ca.us](mailto:ddominguez@ci.fowler.ca.us)

**Submitted by:**

**PROVOST & PRITCHARD CONSULTING GROUP**

400 E. Main Street, Suite 300

Visalia, CA 93291

Phone: (559) 636-1166

[www.provostandpritchard.com](http://www.provostandpritchard.com)

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# INTRODUCTORY LETTER



400 E. Main Street, Suite 300  
Visalia, CA 93291-6337  
Tel: (559) 636-1166  
Fax: (559) 636-1177  
[www.provostandpritchard.com](http://www.provostandpritchard.com)

December 7, 2022

Dario Dominguez, Public Works Director  
City of Fowler  
128 S. 5th Street  
Fowler, CA 93625

**RE: Request for Proposals for On-Call Civil Engineering Services**

Dear Mr. Dominguez:

Provost & Pritchard Consulting Group (Provost & Pritchard) has been providing a wide range of professional consulting services to local cities, counties and special districts throughout the Central Valley, including the City of Fowler for the past 54 years. The attached proposal highlights our extensive local experience providing these requested services. Services provided to the City will primarily be staffed out of our Visalia and Clovis offices; however, staff with expertise in specialized disciplines will be available to support the City from our offices located throughout the San Joaquin Valley.

Provost & Pritchard will provide to the City of Fowler:

**Local Presence and Staff Resources.** In order to provide responsive and timely services, Provost & Pritchard is dedicating Soo Ho Park, PE, TE, to serve in the role of contract City Engineer and be the City's primary point of contact for the contract. Mr. Park has led and is currently leading projects with the City of Tulare and City of Lindsay and has experience working closely with city staff and familiarity with city processes. Additionally, he is geographically proximal to the City's offices and can be responsive to meetings or other project demands on short notice.

**Communication is Key.** Providing timely responses and proactive communications, listening to the City's needs, and delivering efficient and effective solutions to the City will be Mr. Park's top priority. Working closely with your staff, we will complete your projects by providing the highest level of client service and satisfaction. Additionally, Dawn Marple, who is the contract City Planner is collocated in the Visalia Office with Mr. Park which will lead to additional efficiencies in internal communication and coordination.

**Experience.** Since 2014 (nine years), Provost & Pritchard has been the City of Mendota contract City Engineer. Specifically, Michael Osborn, PE, who will serve as a technical resource, has been the City Engineer for Mendota since 2020. Additionally, members of our team have previously served in contract City Engineer capacities in the cities of Farmersville and Lemoore.

**Diverse Range of Services.** Over the years, Provost & Pritchard has grown in size, services offered, and geography. With office locations throughout California, our staff is diverse in specialties including planning and design of engineering projects for municipal utility infrastructure, water and wastewater treatment, roadways, parks, and traffic analyses. Our company also has specialists in utilities and roadway master planning, Capital Improvements Plan generation, land surveying, aerial drone surveying, groundwater analysis, city and environmental planning, and environmental remediation.

Provost & Pritchard is not operating as a franchisee and does not have any affiliated companies or subsidiaries.

Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group has been doing business as Provost & Pritchard Consulting Group for 25 years. Former names are listed below:

Provost & Pritchard Engineering Group, Inc.: 1972-1997 (25 years)

Taylor, Provost & Pritchard: 1968-1972 (4 years)

We look forward to meeting with you to further discuss how Provost & Pritchard can provide the City of Fowler with engineering consulting services. If you have any questions and for future communications, please contact Mr. Park at (559) 636-1166 or email [spark@ppeng.com](mailto:spark@ppeng.com).

Respectfully,



Soo Ho Park, PE, TE  
Senior Engineer



Heather Bashian, PE  
Principal-in-Charge

## PROJECT & TEAM EXPERIENCE

Listed below are different services we have provided to various public agencies along with examples of projects listed by client that our team has worked on within the past five years. These projects include many of the same improvements anticipated under this on-call contract with the City of Fowler. The funding for these projects includes a wide variety of federal, state, and local funding sources with varying requirements.

**City of Mendota – City Engineer** - Provost & Pritchard has served as the contract City Engineer for the City of Mendota for nine years. Mr. Osborn is the current City Engineer for the City of Mendota. His responsibilities include management and coordination of the City's state and federally-funded street projects through the Fresno County Council of Governments (FCOG), Caltrans District Local Assistance Engineer (DLAE), and coordination with the City Manager and Public Works Department on infrastructure issues with streets, water, sewer, and storm drain. Mr. Osborn has a significant role in assessing and identifying pavement conditions and storm drain infrastructure issues and needs for the City and putting that knowledge to use in assessing potential flooding issues and coordinating pavement maintenance and street reconstruction. Mr. Osborn has prepared successful grants under the Active Transportation Program (ATP), Surface Transportation Block Program (STBG), Congestion Mitigation and Air Quality Program (CMAQ), Prop 1 Water and Storm Drain, Prop 68 Urban Flood Protection Grant Program, and Community Development Block Grant (CDBG).

**City of Fresno – Funding & Grants** - Mr. Dorn and Mr. Staicer have prepared numerous grant applications for roadway, sidewalk, and trail projects for various agencies through the Highway Safety Improvement Program (HSIP), CMAQ Improvement Program, ATP, and STBG Program. Through an on-call engineering services agreement with the City of Fresno, Provost & Pritchard prepared two STBG applications for road rehabilitation projects and application support documents for two trail projects through the Economic Development Administration (EDA) and ATP. Under the same agreement, Provost & Pritchard also prepared a grant application to obtain funding from the Wildlife Conservation Board for trail improvements along the San Joaquin River Parkway.

## TRANSPORTATION AND UTILITIES

Provost & Pritchard understands successful execution of a transportation project begins with keen knowledge of local jurisdictions, topography, and utility services. We work with City, County, State and Federal agencies on street and road projects in all our localities, including Fowler, providing transportation project support, permitting, design, and construction administration services. We have provided a variety of civil engineering design services for various agencies which include water, sewer, storm drain, pavement rehabilitation, intersection design, traffic signalization, Accessibility design and assessment for ADA Compliance, and signing and striping improvements.

### PROJECTS

**County of Kings** - State Route 41 Pedestrian Crossing and Pathway Improvements

**City of Mendota** - Mowry Bridge Final Design and Construction, 8th Street Reconstruction (Oller St. to Rio Frio St.), 2021 Alley Paving Project, Black, Fleming & McCabe Street Reconstruction

**City of Tulare** - Pratt/Mefford-Choice Tracts Improvements, Pleasant Avenue Improvements, Alley Sewer Replacement, Storm Sewer Lift Station Upgrades, I Street and Owens Avenue Improvements, O Street Sidewalk, O Street Improvements

**City of Lindsay** - Hermosa Street Rehabilitation



## GRANTS

Provost & Pritchard staff has been successful in preparing and securing funding for many clients over the years. The amount of funds we have obtained for our clients are in the tens of millions of dollars. Our experience with these projects and supporting the City and other agencies with various grant applications has given us great familiarity with nearly all types of funding requirements. We can assist the City with grant administration, such as funding agreement compliance, quarterly reporting, and reimbursement requests if those services are required. We have successfully helped many communities obtain grant funding through many publicly funded programs and are actively assisting with implementation of those projects. We are familiar with federal, State, and local funding requirements and will ensure project deliverables are compliant with grant stipulations.

## PROJECTS

**City of Mendota** – Active Transportation Program – Cycle 3 Grant Application for Mendota Jr. High Safe Routes to School (SRTS) and SRTS Master Plan, Community Development Block Grant (CDBG) for Derrick & 7th Ave Reconstruction, Congestion Mitigation and Air Quality (CMAQ) Grant Application for 2021 Alley Paving and Derrick & Oller Roundabout, and Regional Surface Transportation Program Grant Application and CMAQ Grant Application for Amador & Smoot Extension

**City of Fresno** – Active Transportation Program – Cycle 6 Grant Application for the Midtown Trail Project, Economic Development Administration Grant Application for the Opportunity Trail Project, Wildlife Conservation Board Grant Application for River West Eaton Trail Extension Project, STBG Application for Jensen Avenue Overlay, STBG Application for Cedar Avenue Overlay

**City of Fowler** – Design and Engineering Services for Well No. 9 – DWR Emergency Drought Program

## WATER MASTER PLANS/WATER SYSTEMS

Provost & Pritchard has assisted many public agencies with their water master plans and water systems. Services addressed ongoing consulting for drinking and recycled water related issues that arise within the City's systems. Current and project supplies and demands include a sustainable approach to water supplies utilizing groundwater, surface water, and recycled water. Provost & Pritchard has also assisted with capital improvement plans for both intermediate planning horizons of 20 years, and up to 60 years. Water system improvements plans have included water mains, meters, valves and fire hydrants.

## PROJECTS

**City of Clovis** – On-going Water System Planning Support, Water Master Plan, Recycled Water Master Plan, Urban Water Management Plans and Water Shortage Contingency Plans, Water Supply Assessments for various projects

**City of Mendota** – Water System Master Plan, Wastewater Treatment Master Plan, Storm Drain Master Plan, Meter Reading

**City of Fresno** – Urban Water Management Plans and Water Shortage Contingency Plans

**City of Porterville** – Friant-Kern-Canal Turnout and Pipeline

**City of Tulare** – Urban Water Management Plans and Water Shortage Contingency Plans

**City of Madera** – Urban Water Management Plans and Water Shortage Contingency Plans

**County of Kings** – Water Supply Assessments for various projects



## PLAN CHECKING

Provost & Pritchard provides plan checking services to a variety of public agencies. Reviewing on-site development and associated improvements in the public right-of-way in relation to demolition, grading, and drainage. Projects have varied in size from single commercial buildings to multi-family residential to the multi-phased and mixed-use.

### PROJECTS

**City of Mendota** – Development Plan Review Services

**City of Patterson** – Third Party Plan Review Services

**City of Los Banos** – Third Party Plan Review Services

**Armona Community Services District** – Water and Sewer Plan Checking Services

**Root Creek Water District** – Plan Checking Services

**City of Santa Clara** – Grading, Stormwater and Solid Waste Plan Check Services

**City of Berkeley** – Grading Plan Check Services

**City of West Hollywood** – Grading Plan Check Services

**County of San Bernardino** – Grading Plan Check Services

## PARKS

Provost & Pritchard has both lead consultant teams or been part of a team of subconsultants to improve or create new parks in the Central Valley. Provost & Pritchard staff have engaged with community and project stakeholders, identifying needs and visions for a space, prepared conceptual layouts and carried the projects through construction. Our staff is experienced in the design of site grading and utilities, hardscape improvements, ADA accessibility improvements, street and turf planting, basic irrigation, play structures, shade structures, and park amenities. New parks are often coordinated with off-site street improvements which Provost & Pritchard staff prepares. They also involve coordination with agencies and public utilities. Parks play a vital role in the public enjoyment of a neighborhood and Provost & Pritchard values being a part of bringing these assets to communities.

### PROJECTS

**City of Fresno** – Melody Park Splash Pad, Challenge Course at Romain Park, Van Ness and Weldon Park, Mariposa Plaza Improvements (subconsultant to WRT, Inc.)

**City of Mendota** – Rojas Pierce Park Improvements

**Building Healthy Communities/CALWA Park & Recreation District** – Calwa Park Renovation (Subconsultant to WRT, Inc.)

# TEAM EXPERIENCE

A group of qualified professionals have been assembled to provide the City of Fowler with applicable municipal type support services. A listing of each key staff person along with their role and availability is provided below followed by complete resumes which will include professional registrations, related experience, educational background, and years of experience with the team.

**Soo Ho Park**  
*PE, TE*  
**ROLE: Contract  
City Engineer /  
Key Contact**



45%

<div> <b>Heather Bashian</b>  <i>PE, QSD</i>  <b>ROLE: Principal-in- Charge/ Grants/Water/ Sewer/Master Plans</b> </div>  <div>10%</div>	<div> <b>Michael Osborn</b>  <i>PE, LEED-AP</i>  <b>ROLE: Technical Advisor/QAQC</b> </div>  <div>10%</div>	<div> <b>Jeffrey Dorn</b>  <i>PE, TE, QSD</i>  <b>ROLE: Technical Advisor/QAQC</b> </div>  <div>20%</div>	<div> <b>Jason Staicer</b>  <i>PE</i>  <b>ROLE: Deputy Project Engineer</b> </div>  <div>25%</div>	<div> <b>Matt Hamilton</b>  <i>PE</i>  <b>ROLE: Deputy Project Engineer</b> </div>  <div>15%</div>
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# Soo Ho Park

PE, TE

## Senior Engineer

### Education

- ✓ M.S., Civil Engineering (Transportation), Missouri University of Science & Technology
- ✓ Graduate Certificate, Construction Management, Missouri University of Science & Technology
- ✓ B.S., Civil Engineering, United States Military Academy

### Registration/Certifications

- ✓ Civil Engineer, California, #89361
- ✓ Traffic Engineer, California #2961
- ✓ Civil Engineer, Missouri, #2015000586

### Affiliations

- ✓ American Society of Civil Engineers (ASCE)
- ✓ Institute of Transportation Engineers (ITE)

### Areas of Expertise

- ✓ Project Management
- ✓ Contract Review
- ✓ ADA-Accessible Design of Sidewalks, Ramps and Landings
- ✓ Geometric Design of Roadways and Intersections
- ✓ Grading Design
- ✓ Traffic Signal Design
- ✓ Traffic Studies
- ✓ Utility Design

## PROFESSIONAL SUMMARY

Soo Ho Park is a Senior Engineer, Director of Operations, and a Contract Reviewer with Provost & Pritchard. Mr. Park is a graduate of the United States Military Academy with over 12 years of experience in leadership, management, and civil engineering. Since transitioning to the private civil engineering sector, Mr. Park is a licensed Civil and Traffic Engineer who has managed local, state, and federally funded capital improvement projects for various cities and agencies throughout the valley. Mr. Park's overall design experience includes traffic signals; traffic studies; grading; flexible and rigid pavements; pavement rehabilitation such as FDR-C; ADA compliant pedestrian improvements; and water, sewer, and storm sewer utility main design.

## RELEVANT EXPERIENCE

**Wayside Sewer Replacement Project**, City of Turlock, Project Manager

**Hermosa Street Rehabilitation Project**, City of Lindsay  
Project Manager

**Pratt/Mefford-Choice Tracts Improvements Project**, City of Tulare  
Project Manager

**Center Point Logistics Center – Phase I & II, CapRock Acquisitions LLC**  
Visalia, Project Traffic Engineer

**State Route 41 Pedestrian Pathway Improvements**, County of Kings  
Project Engineer

**Pleasant Avenue Improvements Project**, City of Tulare  
Project Engineer

**Alley Sewer Replacement Project**, City of Tulare  
Project Manager

**Storm Sewer Lift Station Upgrades Project**, City of Tulare  
Project Manager

**I Street and Owens Avenue Improvements Project**, City of Tulare  
Project Engineer

**O Street Sidewalk Design Project**, City of Tulare, Project Engineer

**O Street Improvements Project**, City of Tulare, Project Engineer

**Blackstone Avenue Overlay – Ashlan to Dakota**, City of Fresno  
Project Engineer

**Overlay of Inyo Street**, City of Fresno, Project Engineer

**Pinnacle East Entrance Rehabilitation Project**, Pinnacles National Park  
Project Engineer

# Heather Bashian

PE, QSD

## Principal Engineer

### Education

- ✓ 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

### Registration/Certifications

- ✓ Civil Engineer, California #73075
- ✓ Qualified SWPPP Developer (QSD)  
#00542
- ✓ Air Quality Management Certificate,  
San Joaquin Valley Air Pollution  
Control District, 2006

### Affiliations

- ✓ American Society of Civil Engineers  
(ASCE)
- ✓ Society of Women Engineers (SWE)

### Areas of Expertise

- ✓ Municipal Infrastructure  
Development
- ✓ Grant Preparation
- ✓ Urban Water Management Plans
- ✓ Regional Water Management  
Planning
- ✓ Regulatory Compliance

## Professional Summary

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.

## RELEVANT EXPERIENCE

**Small Community Drought Relief Program Grant Application Services,** City of Fowler, California, Project Manager/Engineer

**2014 IRWM Drought Solicitation Grant,** Kings Basin Water Authority, Fresno County, California, Project Manager/Project Engineer

**USBR WaterSMARTS \$1M Grant Application,** City of Fresno, California, Project Manager

**Urban Water Management Plans and Water Shortage Contingency Plans,** Cities of Clovis, Fresno, Madera and Tulare, and Bakman Water Company, California, Project Manager/Engineer

**Groundwater Sustainability Plan,** South Kings Groundwater Sustainability Agency, Project Manager/Project Engineer

**Water and Recycled Master Plans,** City of Clovis, California, Project Engineer

**Storm Water Resources Plan,** Kings Basin Water Authority, Fresno County, California, Project Engineer

**Replacement of Water Mains in Various Locations,** City of Madera, California, Project Manager/Engineer

**Armstrong Avenue Water Main Replacement Project,** City of Fresno, California, Project Manager/Engineer

**Water Main Replacements and PS201 to PS36 Raw Water Pipeline,** City of Fresno, California, Project Engineer

**Matheny Tract Wastewater System Feasibility Report and Wastewater Collection System Design,** County of Tulare, California, Project Manager

**Tipton Street-Mineral King Avenue Sewer Repairs,** City of Visalia, California, Quality Assurance and Quality Control Engineer

**Dakota Avenue and First Street Sewer Rehabilitation and Repair Project,** City of Fresno, California, Project Manager

**Church Avenue Sewer Rehabilitation Project,** City of Fresno, California, Project Manager/Project Engineer

**Main Sewer Lift Station Replacement Project,** Riverdale Public Utility District, Fresno County, California, Project Manager/Engineer

# Michael Osborn

PE, LEED-AP

## Senior Engineer

### Education

- ✓ B.S. Civil Engineering, California Polytechnic State University, San Luis Obispo
- ✓ Caltrans Local Assistance Resident Engineer (RE) Academy, 2012

### Registration/Certifications

- ✓ Civil Engineer, California #66022
- ✓ LEED-AP, 2009

### Affiliations

- ✓ Leadership Santa Barbara County, Board of Directors
- ✓ Leadership Fresno, Class 31
- ✓ American Society of Civil Engineers (ASCE)

### Areas of Expertise

- ✓ Site Grading Design
- ✓ ADA Site Accessibility Design & Assessment
- ✓ Asphalt Pavement Design, Assessment & Management
- ✓ Stormwater Quality & Quantity Management
- ✓ Hydrologic & Hydraulic Design of Storm Drainage and Sanitary Sewer Gravity Flow Systems and Basic Pressure Water Systems
- ✓ Street Design
- ✓ Lot Layout & Subdivision Design
- ✓ Institutional & Commercial Design

## PROFESSIONAL SUMMARY

Michael Osborn is a senior engineer at Provost & Pritchard. With over 20 years of engineering experience, Mr. Osborn has been involved in a variety of public works, residential and commercial development, and educational facility projects. His areas of expertise include site grading design, Americans with Disabilities Act (ADA) site accessibility design and assessment, stormwater management, storm drainage, sanitary sewer systems design, street design, and site development.

## RELEVANT EXPERIENCE

### City Engineer, City of Mendota

**On-Call City Engineering Services**, City of Dinuba  
Project Manager

**Grading and Drainage Plan Check Services**, City of Santa Clara  
Plan Check Engineer

**Fulton Mall Reconstruction Project**, City of Fresno  
Project Engineer

**Cultural Arts District Park**, City of Fresno  
Project Engineer

**Courthouse Park Transit Center Improvements**, City of Fresno  
Project Manager

**Street Reconstruction of Various Streets**, City of Mendota  
Project Engineer and Construction Manager

**6th Street Reconstruction Derrick to Oller**, City of Mendota  
Project Engineer and Construction Manager

**Mendota Elementary Pedestrian Improvement**, City of Mendota  
Project Engineer and Construction Manager

**Marie Street & Divisadero Street Reconstruction**, City of Mendota  
Project Engineer and Construction Manager

**8th Street Reconstruction (Oller St. to Rio Frio St.)**, City of Mendota  
Project Engineer and Construction Manager

**Derrick & 7<sup>th</sup> St. Intersection Beautification & Reconstruction**  
City of Mendota  
Project Engineer and Construction Manager

**ADA Assessment and Barrier Transition Plan**  
Community Regional Medical Center, Fresno  
Project Engineer

**Old CEP Demo and Courtyard Improvements**  
Community Regional Medical Center, Fresno  
Project Engineer

# Jeffrey Dorn

PE, TE, QSD

## Senior Engineer

### Education

- ✓ B.S. Civil Engineering,  
California State University, Fresno

### Registration/Certifications

- ✓ Civil Engineer, California #76749
- ✓ Traffic Engineer, California #2945
- ✓ Qualified SWPPP Developer (QSD)  
#21456

### Areas of Expertise

- ✓ Pavement Rehabilitation
- ✓ ADA-Accessible Design of Sidewalks and Curb Ramps
- ✓ Geometric Design of Roadways and Intersections
- ✓ Grading and Drainage Design of Roadways, Intersections, Sidewalks, Curb and Gutter
- ✓ Water, Sewer, and Storm Water System Repair and Replacement
- ✓ Utility Relocation
- ✓ Coordination with Caltrans and Railroads
- ✓ Federal, State, and Local Funding Compliance

## PROFESSIONAL SUMMARY

Jeff Dorn is a senior engineer at Provost & Pritchard with 15 years of civil engineering and project management experience. His experience has been focused on transportation infrastructure design and providing ongoing consulting services for various public agencies. Mr. Dorn's design experience includes geometric, pavement section, grading and drainage design of roads, design of ADA-accessible sidewalks and curb ramps, bike/pedestrian trail design, utility relocation, and water, sewer, and storm water system repair and replacement. His experience also includes grant writing, engineering report writing, front end and technical specifications, cost estimating, project management, and coordination with railroads, Caltrans, other public agencies and utility companies.

## RELEVANT EXPERIENCE

**District Engineer**, Armona Community Services District, Armona  
Contract District Engineer

**On-Call Grant Application Services**, City of Fresno  
Project Manager

**Blackstone Avenue Overlay**, Minarets to Nees, City of Fresno  
Project Manager

**Blackstone Avenue Overlay**, Ashlan to Dakota, City of Fresno  
Project Manager

**Blackstone Smart Mobility Project**, McKinley to Shields, City of Fresno  
Project Manager

**Pleasant Avenue Improvements**, City of Tulare, Project Manager

**"O" Street Improvements**, City of Tulare, Project Manager

**South Van Ness Industrial Roads Improvements**, City of Fresno  
Project Manager

**"I" Street and Owens Avenue Improvements Project**, City of Tulare  
Project Manager

**2nd Street Improvements**, City of McFarland, Project Manager

**Ward and Las Palmas Avenue Intersection Improvements**,  
City of Patterson, Project Manager

**Ward and Las Palmas Avenue Pedestrian Safety Project**  
City of Patterson, Project Manager

**Las Palmas Overlay**, City of Patterson, Project Manager

**Ninth Street Realignment Project**, City of Patterson, Project Manager

# Jason Staicer

PE

## Associate Engineer

### Education

- ✓ B.S., Civil Engineering  
California State University Fresno

### Registration/Certifications

- ✓ Civil Engineer, California #86615

### Areas of Expertise

- ✓ Municipal Engineering
- ✓ Roadway Design
- ✓ Pavement Management
- ✓ Storm and Wastewater Collection
- ✓ Utility Coordination
- ✓ Hydraulic Studies
- ✓ Land Development
- ✓ AutoCAD Civil 3D
- ✓ AutoTurn
- ✓ Storm and Sanitary Analysis (SSA)
- ✓ FlowMaster

## PROFESSIONAL SUMMARY

Jason Staicer is an Associate Engineer with Provost & Pritchard. With over eight years of professional experience, he has been primarily focused on municipal engineering, with successful projects involving roadway design, pavement management, road widening, storm and wastewater collection, utility coordination, and accessibility considerations. He is also experienced with commercial land development, hydrology and hydraulics studies, and subdivision design.

## RELEVANT EXPERIENCE

**Plan Checking, and Construction Review Services, District Engineering**  
Root Creek Water District, Madera, Reviewing Engineer

**Fresno State Water Well and Well Site Improvements**, City of Fresno,  
County of Fresno, Design Engineer

**SB1 Local Streets and Roads Pavement Rehabilitation Projects**  
City of Delano, Project Engineer

**Automatic Water Meter Reading Project**, City of Mendota  
County of Fresno, Design Engineer

**Franklin Street Rehabilitation**, City of Arvin, Design Engineer

**Lincoln Avenue Cold Central Plant Recycling and Overlay**  
County of Fresno, Project Manager

**Water Meter Replacement Project**, Armona Community Services  
District, County of Kings, Design Engineer

**Mowry Bridge Final Design and Construction**, City of Mendota  
Design Engineer

**Chestnut Avenue Overlay (Bullard to Herndon)**, City of Fresno  
Design Engineer

**Daniels Avenue Reconstruction**, County of Fresno, Project Manager

**Blackstone Avenue Overlay (Ashlan to Dakota)**, City of Fresno  
Design Engineer

**Pine Flat Power Plant Access Road Resurfacing Project**  
County of Fresno, Project Manager

**South Van Ness Industrial Roads Project**, City of Fresno  
Design Engineer

**Fresno Area Express (FAX) Facility Improvements**, City of Fresno  
Design Engineer



# Matt Hamilton

PE

## Senior Engineer

### Education

- ✓ B.S., Engineering-Physics, Minor in Mathematics, Westmont College

### Registration/Certifications

- ✓ Civil Engineer, California #63570
- ✓ Qualified Stormwater Pollution Prevention Plan Practitioner and Developer (QSP/D) #24053

### Affiliations

- ✓ American Council of Engineering Companies (ACEC), Sequoia Chapter, Membership Chairman

### Areas of Expertise

- ✓ Plans and Specifications
- ✓ Roadway Design
- ✓ Traffic Signals
- ✓ Traffic Studies
- ✓ Subdivision Mapping
- ✓ Municipal Engineering
- ✓ Grading and Utility Design

## PROFESSIONAL SUMMARY

Matt Hamilton is a Senior Engineer at Provost & Pritchard with more than 22 years of engineering experience, providing improvement plans for municipal agencies, subdivisions, commercial sites, and schools, as well as traffic analysis for both public and private development projects. He has also served as the City Engineer for the City of Farmersville and the Assistant City Engineer for the City of Lemoore. He is also experienced in traffic design projects, having designed and overseen numerous intersections, roadway, and other transportation projects.

## RELEVANT EXPERIENCE

**Design and Review of the Visalia Road Design Project**, City of Farmersville, Engineer of Record

**West Walnut Avenue ATP Design**, City of Farmersville, Project Manager

**Design and Construction Oversight of the Pine Street Sewer Main Project**, Pixley Public Utility District, Engineer of Record

**Design of Bush Street Overlay**, City of Lemoore, Design Engineer/Assistant City Engineer

**Traffic Analysis and Civil Design**, Visalia Logistics Center, Traffic Analyst, Overseer, and Design Engineer

**Trip Generation Analysis**, Multiple Locations and Jurisdictions, California, Traffic Analyst

**Traffic Impact Study**, Pearl Woods Subdivision, Visalia, Traffic Analyst

**Pedestrian and Bicycle Master Plan Analysis**, City of Hanford, Master Plan Co-author, Public Outreach Team Member, and Engineer of Record

**ATP Grant Application**, City of Exeter, Grant Author

**Design Services for Traffic Signal**, Signing, and Pavement Delineation for Houston Avenue at Mooney Boulevard Traffic Signal Design Engineer

**Design Services for 15 intersections**, Traffic Signal Preemption City of Visalia, Design Engineer

**Parking and Crosswalk Analysis**, Kaweah Delta Health Care District, Visalia, Engineering Analyst

**Speed Zone Studies**, Cities of Farmersville, Tulare, Project Coordinator

**In-pavement Crosswalk Lighting at Santa Fe Trail and Laspina Street** City of Tulare, Design Engineer

**Multi-use Trail Feasibility Study**, County of Tulare, Civil Engineer

**State Route 41 Corridor Smart Growth Improvement Plan** County of Kings, Co-Author



## SCOPE OF WORK & PROJECT APPROACH

Provost & Pritchard has a long history of involvement and great working relationship with the City of Fowler as we have served as the contract City Planner for nearly seven years. We are familiar with the City's current operation and understand that the City needs a responsive, well-rounded, on-call contract City Engineer who can be present, participate in City staff meetings, and provide valuable Engineering feedback on development and capital improvement projects within the City. Provost & Pritchard is a multi-disciplinary company with a deep bench and experience in providing consulting engineering services for a wide range of areas including planning and design of engineering projects for municipal utility infrastructure, water and wastewater treatment, roadways, parks, and traffic analyses. Our company also has specialists in utilities and roadway master planning and Capital Improvements Plan generation, land surveying, groundwater analysis, city and environmental planning, and environmental remediation.

We understand that on-call City Engineering needs are broad, and the Statement of Qualifications (SOQ) request outlined numerous tasks that we, as the contract City Engineer, would be expected to provide. First, we will commit to the face time needed to build rapport and trust with City Staff. Our team understands the value of in-person interaction and establishing the relationship and trust will be the first step to providing excellent service. Secondly, we will establish a tracking system to log and prioritize the various permit, development, or waiver reviews that need to be routed for engineering review and comment or approval. This list will be shared with the City to provide transparency on who was assigned to review and when it is expected to be completed. As identified in the project team in the preceding sections, Soo Ho Park will be the primary point of contact for all the on-call professional civil engineering tasks, but the specific tasks will be delegated based on the technical expertise required for review, leveraging the numerous service sectors that comprise the team.

### CITY ENGINEERING – EXTENSION OF STAFF

One of the primary foci of being a contract City Engineer is to represent the City both internally and externally, in a positive manner. This includes discussions with developers, engagement with other agencies for review of construction documents or studies, and permit processing and plan checking. It is understood plan checking for the City may entail various areas and Mr. Park is well-versed in wet and dry utility infrastructure, roadway needs, and traffic requirements. Mr. Park will further involve knowledgeable staff in specialized areas such as hydrology, soils evaluations, and structural analyses, as needed.

We understand the City anticipates physical presence, as well as general availability of the team and Mr. Park is committed to be present in the City offices for a portion of the week, can attend City Council or Planning Commission meetings when needed, and be able to respond and react to needs of the City throughout the rest of the week, depending on current projects and City activities happening in that week.

### PLANNING AND CIP DEVELOPMENT

We understand the City has needs in evaluating and planning for infrastructure in water, wastewater, stormwater, recharge, and roadway improvements. Our team has experience in municipal infrastructure planning including preparation of master plans, Capital Improvement Plans, and pavement management systems. Involved in those efforts include planning for the infrastructure needed, developing cost estimates for the improvements, and evaluating timing and sequencing of improvements to address both existing deficiencies and needs for development and growth of the City.

### SGMA AND SKGSA COORDINATION

Provost & Pritchard has been intimately involved in understanding and compliance with the Sustainable Groundwater Management Act (SGMA) since its inception. Our company is involved in the Kings Basin joint efforts, the South Kings Groundwater Sustainability Agency (SKGSA) and Heather Bashian was responsible for the preparation of the South Kings Groundwater Sustainability Plan (SKGSP), of which the City is a part. We continue to remain involved preparing revisions to the SKGSP and Annual Report, coordination and discussion with the Consolidated Irrigation District, as it relates to the surface water contract for the City and evaluating funding opportunities to construct needed recharge basins in the City. We anticipate this involvement will continue and serving as the City Engineer will elevate the emphasis on the City involvement in these planning efforts and funding opportunities.

## AGENCY COORDINATION

Through our involvement in various projects both for the City and for other agencies, our team has close familiarity with the processes of various regulatory and approving agencies throughout the state and in the Fowler area, specifically, including compliance with the State Water Resources Control Board for both water and wastewater regulations, and working with the Fresno Council of Governments.

## CITY ENGINEERING – DESIGN AND EXECUTION OF PROJECTS

Regarding preparation of studies, preliminary engineering reports, or site evaluations, Provost & Pritchard has prepared hundreds of such reports and evaluations. We understand the requirements of various agencies, when those reports are being prepared either in response to a regulatory action or a funding opportunity and have seen success in streamlined reviews based on that experience and the agencies' familiarity with deliverables prepared by our company.

When it comes to assisting the City in the preparation of construction documents for a capital improvement process, our team has a track record of completing successful construction projects including performing survey work, preparation of environmental documents, and Plans, Specifications, and an Engineer's Opinion of Probable Construction Cost (estimates) [PS&E]. For public agencies, the typical process includes 30 percent, 60 percent, and 90 percent milestone submittals before finalizing the PS&E as bid documents for design-bid-build projects. Before each milestone submittal, Provost & Pritchard will perform an internal Quality Assurance and Quality Control (QA/QC) by another licensed engineer. The specifics of the QA/QC process are outlined in the next section.

We can see the project through the bidding process, in compliance with the California Public Contract Code (CPCC), and once a capital improvement project is awarded and begins construction, our team understands that submittal and RFI reviews are time sensitive to avoid contractor claims for delays. We will respond to the submittal or RFI as needed and be available for construction inspections to provide direction and guidance as the City's owner representative. We can handle preparation of payment requests and change orders, in accordance with CPCC requirements, also.

## FUNDING ASSISTANCE

Our team has, in the past several years, assisted the City with securing various funding assistance including funding for the new groundwater well on the west side of State Route 99. Additionally, Provost & Pritchard has been exceedingly successful in securing all types of funding for cities throughout the state from agencies such as Fresno Council of Governments, State Water Resources Control Board, Department of Water Resources, US Bureau of Reclamation, Economic Development Administration, Wildlife Conservation Board, and Caltrans for projects including roadway reconstruction, traffic signalization, water and sewer main construction and replacement/rehabilitation, stormwater infrastructure, recharge basins, and park improvements. In addition to applying for and securing funding, the team shown in this SOQ also has administered various grants including grant documentation, quarterly and final reporting, and reimbursement claims.

# QUALITY

Quality is one of the core values that Provost & Pritchard holds most dear. We recognize that while approach, schedule and cost are important considerations in the City's selection of a consultant, projects will not be successful unless we provide you with quality deliverables. Provost & Pritchard has a company-wide Quality Control Policy that is applied to all of our projects.

Some key elements of our quality control policy are:

- Project Kickoff Meeting
  - Specialized Kickoff Meetings, as needed including CAD, GIS, and Survey
- Development of a Project Work Plan
- Development of a Basis of Work
- Quality Assurance / Quality Control Reviews for each deliverable

The first three elements address Quality Assurance – processes in place to prevent quality issues. The last element addresses Quality Control – identifying any quality issues and correcting them before you receive a deliverable.

## PROJECT KICKOFF MEETING:

While Provost & Pritchard has a deep bench of experienced and qualified staff, we have identified in this SOQ a specific project team that we believe is the best fit for this project. Immediately after receiving notice to proceed with the project, that team, will meet to go over our scope of work, your expectations, and our plan to complete the project. Once our team has developed a plan for the project at hand, we will schedule a kickoff meeting with City Staff to review the approach and modify, if necessary to proceed in concurrence with City expectations.

## SPECIALIZED KICKOFF MEETING:

Provost & Pritchard provides a broad range of computer aided design services ranging from 2-D computer aided drafting to sophisticated 3-D modeling (surface and hydraulic). We also offer geographic information systems (GIS) services, work with laser scanning to develop point cloud data, and provide aerial drone imagery and mapping. The purpose of a specialized kickoff meeting is to determine which of these CAD / GIS / Survey tools will be used on the project so that the electronic files can be set up and formatted correctly from the beginning of the project. This prevents the need for time-consuming and costly re-work later in the design. This also confirms assumptions for those specialties that can be communicated to the City in the Project Kickoff meeting.

## PROJECT WORK PLAN AND BASIS OF WORK:

The Project Work Plan defines administrative controls that will be used on the project. Elements that will be included in the Project Work Plan include the project purpose and goals, client expectations, design standards to be used, list of project deliverables, work product formatting requirements, contact information and communications protocols, work task breakdown, project schedule with milestone dates, and contract information. The Basis of Work provides project-specific design criteria, City directives, and assumptions that will be used as a basis for developing the detailed work products (e.g. plans and specifications). We will only proceed with detailed design after the City has reviewed and is satisfied that the basis of work prepared.

## QUALITY ASSURANCE / QUALITY CONTROL REVIEWS:

Provost & Pritchard recognizes that there is a risk of engineers and staff that are working on a particular project daily and becoming too familiar with the project to critically review their own work. That is why our Quality Control Policy requires that each project include a designated Product Reviewer (PR) not involved in the day-to-day design activities. The PR attends the Project Kickoff Meeting and other key project meetings in order to stay current on the project objectives and City expectations.

The most visible role of PR is deliverable review prior to submittal. All deliverables to the City, including progress submittals will be reviewed in detail by the PR to ensure that they meet the project objectives, do not include errors, and are appropriate for the level of completion indicated for that submittal. Provost & Pritchard is fortunate to have Mr. Michael Osborn assigned as the PR for this project. Mr. Osborn is both qualified for this role in his own right, but also has many years of experience reviewing designs for similar projects and implementing those projects for the City of Mendota, where he is City Engineer; however, if appropriate, Mr. Osborn and Mr. Park will determine who should serve as PR for specialized projects.

## SUBCONSULTANTS

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Provost & Pritchard is ready to perform services outlined by the City in their Request for Proposals and will not be utilizing a subconsultant.

## REFERENCES

**Contact:** Nick Bartsch, Public Works Director (formerly City of Tulare Senior Project Manager)

**Organization:** City of Tulare

**Address:** 411 East Kern Ave, Tulare, CA 93274

**Phone:** (559) 713-4052

**Project(s):**

Pratt/Mefford-Choice Tracts Improvements .....	\$385,000
Pleasant Avenue Improvements.....	\$438,800
Alley Sewer Replacement .....	\$ 53,300
Storm Sewer Lift Station Upgrades.....	\$ 62,500
I Street and Owens Avenue Improvements.....	\$254,200
O Street Sidewalk.....	\$ 33,000
O Street Improvements .....	\$354,800

**Contact:** Neyba Amezcua, Director of City Services and Planning

**Organization:** City of Lindsay

**Address:** 150 N. Mirage Ave, Lindsay, CA 93247

**Phone:** (559) 562-7102, ext. 8040

**Project(s):**

Hermosa Street Rehabilitation .....	\$141,000
Tulare Road & Foothill Ave Intersection .....	\$77,500.00
Lindsay Road Rehab 2023.....	\$200,000.00
City of Lindsay Water & Sewer Rates .....	\$109,850.00
City of Lindsay Groundwater Monitoring & Reporting, East Ponds.....	\$249,146.51
City of Lindsay Vita-Pakt Consulting Services .....	\$84,200.00
City of Lindsay PFAS Sampling .....	\$34,000.00
City of Lindsay Water Feasibility Study.....	\$45,000.00
Hermosa Street Construction Staking .....	\$35,000.00

**Contact:** Cristian Gonzalez, City Manager

**Organization:** City of Mendota

**Address:** 643 Quince Street, Mendota, CA 93640

**Phone:** (559) 655-3291, ext. 105

**Project(s):**

On-Call Engineering Consulting and Grant Preparation Services .....	On-Going since 2009
Meter Reading Project .....	\$120,600
Mowry Bridge Final Design and Construction.....	\$826,400
Water System Master Plan .....	\$ 53,202
Wastewater Treatment Master Plan .....	\$ 51,621
Storm Drain Master Plan .....	\$ 83,593
Rojas Pierce Park Improvements .....	\$196,810
8th Street Reconstruction (Oller St. to Rio Frio St.) .....	\$ 87,100
2021 Alley Paving Project .....	\$100,000
Black, Fleming & McCabe Street Reconstruction.....	\$ 90,100

## CONTRACT TERMINATIONS

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Provost and Pritchard has not experienced any contract terminations for default or early termination in the past five (5) years.

# FEE SCHEDULE

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2023.

Multi-year contracts are subject to any subsequent changes in these rates.

Staff Type	Fee Range
<b>Engineering Staff</b>	
Assistant Engineer	\$102.00 – \$135.00
Associate Engineer	\$120.00 – \$157.00
Senior Engineer	\$158.00 – \$194.00
Principal Engineer	\$200.00 – \$245.00
Associate Structural Engineer	\$125.00 – \$156.00
Senior Structural Engineer	\$155.00 – \$180.00
Principal Structural Engineer	\$185.00 – \$240.00
<b>Specialists</b>	
Associate Biologist	\$100.00 – \$125.00
Assistant Environmental Specialist	\$95.00 – \$130.00
Associate Environmental Specialist	\$131.00 – \$165.00
Senior Environmental Specialist	\$160.00 – \$195.00
Principal Environmental Specialist	\$200.00 – \$245.00
Assistant GIS Specialist	\$80.00 – \$103.00
Associate GIS Specialist	\$105.00 – \$137.00
Senior GIS Specialist	\$140.00 – \$180.00
Assistant Geologist/Hydrogeologist	\$100.00 – \$123.00
Associate Geologist/Hydrogeologist	\$125.00 – \$160.00
Senior Geologist/Hydrogeologist	\$155.00 – \$190.00
Principal Geologist/Hydrogeologist	\$200.00 – \$245.00
Associate Water Resources Specialist	\$110.00 – \$140.00
Senior Water Resources Specialist	\$140.00 – \$170.00
Environmental & Roof Specialist	\$125.00 – \$210.00
External Affairs Specialist	\$103.00 – \$138.00
Principal Tunneling Consultant	\$240.00 – \$265.00
<b>Planning Staff</b>	
Assistant Planner/CEQA-NEPA Specialist	\$90.00 – \$115.00
Associate Planner/CEQA-NEPA Specialist	\$115.00 – \$143.00
Senior Planner/CEQA-NEPA Specialist	\$145.00 – \$178.00
Principal Planner/CEQA-NEPA Specialist	\$178.00 – \$206.00
<b>Technical Staff</b>	
Assistant Technician	\$80.00 – \$107.00
Associate Technician	\$107.00 – \$135.00

Staff Type	Fee Range
Senior Technician	\$135.00 – \$160.00
<b>Construction Services Staff</b>	
Associate Construction Manager	\$125.00 – \$150.00
Senior Construction Manager	\$150.00 – \$177.00
Principal Construction Manager	\$185.00 – \$220.00
Construction Inspector <sup>(1)</sup>	\$157.00 – \$187.00
Construction Inspector <sup>(2)</sup>	\$192.00 – \$228.00
<b>Support Staff</b>	
Administrative Assistant	\$75.00 – \$100.00
Project Administrator	\$85.00 – \$115.00
Senior Project Administrator	\$120.00 – \$210.00
Intern	\$70.00 – \$90.00
<b>Surveying Services Staff</b>	
Assistant Surveyor	\$100.00 – \$125.00
Licensed Surveyor	\$150.00 – \$185.00
1-Man Survey Crew	\$180.00/\$210.00 <sup>(1)</sup>
2-Man Survey Crew	\$250.00/\$295.00 <sup>(1)</sup>
2-Man Survey Crew including LS	\$285.00/\$305.00 <sup>(1)</sup>
UAV (Drone) Services	\$220.00
<small>(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)</small>	
<small>(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.</small>	
<small>(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.</small>	

## ADDITIONAL FEES

Expert Witness / GIS Training: As quoted.

Travel Time (for greater than one (1) hour from employee's base office): \$80/hour (unless the individual's rate is less)

## PROJECT COSTS

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

PROVOST&PRITCHARD  
CONSULTING GROUP



# **EXHIBIT A**

## **Scope of Services**

### **III – City of Fowler Hourly Rate Schedule**

## City of Fowler

### Hourly Rate Schedule

(Effective 1/1/2023 to 6/30/2024)

<u>CLASSIFICATION</u>	<u>GENERAL FUND RATE</u>	<u>NON-GENERAL FUND RATE</u>
Fowler City Engineer	\$145	\$171
Principal Engineer	\$176	\$207
Senior Engineer	\$150	\$176
Associate Engineer	\$133	\$156
Assistant Engineer	\$101	\$119
Technician	\$91	\$108
Associate Construction Manager	\$117	\$138
Senior Construction Manager	\$139	\$164
Inspector (Prevailing Wage)	\$146	\$172
Administrative Assistant	\$85	\$100

### Reimbursables

(Effective 1/1/2023 to 6/30/2024)

<u>DESCRIPTION</u>	<u>RATE</u>
Mileage	Current IRS Rate + 10%
Direct Costs	Actual Cost + 10%

Provost & Pritchard Consulting Group will perform services on a time and materials basis, in accordance with the above Fee Schedule. These fees will be invoiced monthly, as they are accrued, including reimbursable expenses.

# EXHIBIT B

## Insurance Requirements

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

a. Minimum Limits of Insurance. Consultant shall maintain the following types of insurance with limits no less than specified:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$1,000,000 per occurrence or claim and \$1,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

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

(iv) Automobile Liability Insurance in an amount not less than \$2,000,000 per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

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

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(ii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iii) Consultant grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(iv) Any deductibles or self-insured retentions must be declared to and approved by the City of Fowler. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

e. Subcontractors. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.